CITY OF DANIA BEACH CITY COMMISSION MEETING
MARCH 22, 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
March 22, 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/86524452229

Using your telephone
One tap mobile :
US: +19294362866,,86524452229# or +13017158592,,86524452229#

Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or
+1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 865 2445 2229

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, MARCH 22, 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. Federal appropriation update by U.S. Representative Debbie Wasserman Schultz - requested by Mayor James

2. Special Event request from Marine Industries Association of South Florida for their "25th Annual Plywood Regatta" to be held on April 30-May 1, 2022, at the north end of the Marina from 8:00 a.m. - 6:00 p.m. on Saturday and from 8:00 a.m. - 4:00 p.m. on Sunday. *(Parks & Recreation)*

3. Special Event request from Dania Warehouse 100, LLC to host Art Dania to be held at 110 NW 1st Street on the second weekend of every month, from April 9 to December 11, 2022, from 6:00 p.m. - 10:00 p.m. on Saturdays and from 9:00 a.m. – 6:00 p.m. on Sundays. *(Community Development)*

4. PROCLAMATIONS

1. Child Abuse Prevention Month - Mayor James

5. CITIZEN COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (10) speakers express a desire to speak, the Commission shall determine on a meeting by meeting basis whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

   Approve Minutes of February 8, 2022 City Commission Hybrid Meeting
   Approve Minutes of February 22, 2022 City Commission Hybrid Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2022-045

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF PARKING FUND CONTINGENCY FUNDS TOTALING SIXTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS ($16,220.00) TO PURCHASE SOLAR POWERED BOLLARDS FOR THE OCEAN PARK PARKING LOT; AUTHORIZING TO EXCEED THE ANNUAL THRESHOLD FOR USE OF CONTINGENCY FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2022-046

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY APPROVE THE PURCHASE OF GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER THE RENEWAL BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-03-22 VALID THROUGH MARCH 14, 2027, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) EACH YEAR THAT THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2022-047

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT EXISTING BETWEEN THE CITY AND JEFF ELLIS MANAGEMENT, LLC, PROVIDING FOR A MONTH TO MONTH SERVICE AGREEMENT FOR LIFEGUARD, OPERATION, AND MAINTENANCE SERVICES AT C.W. THOMAS PARK POOL AND P.J. MELI AQUATIC COMPLEX, UNDER THE SAME PRICING, TERMS, AND CONDITIONS AS PROVIDED UNDER THE EXISTING AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

6. RESOLUTION NO. 2022-048

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A LEASE OF PARKING SPACES AT THE CITY HALL GARAGE TO CITY PLACE HOUSING DEVELOPMENT BY CITY PLACE APARTMENTS, LTD.; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE LEASE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7. RESOLUTION NO. 2022-049

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, EXPRESSING CONTINUED SUPPORT FOR A CONDITIONAL LOAN COMMITMENT OF ONE MILLION DOLLARS ($1,000,000.00) TO PARTIALLY FINANCE DEVELOPMENT OF THE CITY PLACE HOUSING DEVELOPMENT

BY CITY PLACE APARTMENTS, LTD.; AUTHORIZING THE CITY MANAGER TO EXECUTE A FLORIDA HOUSING FINANCE CORPORATION (FHFC) LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION LOAN FORM; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

8. RESOLUTION NO. 2022-050

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SOFTWARE AND SERVICES TO BE PROVIDED BY CLEARGOV AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO. 2022-051

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE NOTE, SERIES 2022 OF THE CITY OF DANIA BEACH, FLORIDA IN AN AMOUNT NOT TO EXCEED $18,100,000 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF THE PARKS AND RECREATION MASTER PLAN CAPITAL PROJECT AND VARIOUS PUBLIC SAFETY CAPITAL IMPROVEMENT PROJECTS AND PROVIDING FOR THE PAYMENT OF THE COST OF ISSUANCE OF THE NOTE; APPROVING TRUIST BANK AS THE MOST RESPONSIVE RESPONDER TO THE CITY'S REQUEST FOR PROPOSALS FOR FINANCING THE PROJECT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH TRUIST BANK; AWARDING THE SALE OF THE NOTE TO TRUIST BANK; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE NOTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

10. RESOLUTION NO. 2022-052

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROVAL OF A QUOTE FROM CUSTOM CONTROLS TECHNOLOGY, INC. TO INSTALL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEMS FOR SANITARY LIFT STATION NUMBERS 8 AND 9, IN THE AMOUNT OF TWENTY FOUR THOUSAND SIX

HUNDRED SEVENTY TWO DOLLARS ($24,672.00) AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2022-053

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL WEST WING RENOVATION PROJECT'S CONTINGENCY AMOUNT BY AN ADDITIONAL ONE HUNDRED NINE THOUSAND SIX HUNDRED DOLLARS ($109,600.00), CHANGING THE ORIGINAL CONTRACT AMOUNT TO A NOT TO EXCEED AMOUNT OF SIX HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS ($657,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

12. ORDINANCE NO. 2022-015

    AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED "HEALTH AND SANITATION", AT SECTION 13-69, ENTITLED "SERVICE PROVIDED BY THE CITY", TO CREATE AN IRREPARABLE FINE FOR VIOLATING THE CITY'S BULK TRASH CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2022-054

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-002 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION AND BACKUP POWER TO CITY HALL", AND AUTHORIZING THE RANKING OF THE CONSULTANTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2022-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO FLORIDA STATUTE SECTIONS 163.3184, 163.3161(10) AND 187.101(3), THE CITY AMENDS ITS COMPREHENSIVE PLAN, TO CREATE ELEMENT 11, ENTITLED "PROPERTY RIGHTS ELEMENT;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

2. ORDINANCE NO. 2022-013

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE CITY'S CODE OF ORDINANCES AMENDING CERTAIN PROVISIONS TO FURTHER ESTABLISH IRRIGATION RESTRICTIONS BY AMENDING CHAPTER 27, ENTITLED "WATER AND SEWERS", AT ARTICLE II, ENTITLED "WATER USE AND WATER SHORTAGE REGULATIONS," AMENDING SECTION 27-38, ENTITLED "DEFINITIONS," AMENDING SECTION 27-39 ENTITLED "APPLICABILITY; INTENT AND PURPOSE", AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION", PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Public Services)*

3. ORDINANCE 2022-014

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($1,100,000.00) TO FUND THE CITYWIDE STORMWATER MASTER PLAN PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Public Services)*

4. ORDINANCE NO. 2022-016

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE "LAND DEVELOPMENT CODE", ARTICLE 811 ENTITLED "PUBLIC ART PROGRAM," BY CREATING SECTION 811-130, ENTITLED "PUBLIC ART ADVISORY BOARD," AND BY REMOVING ALL REFERENCE IN SECTIONS 811-20 AND 811-30 TO THE CREATIVE ARTS COUNCIL ADVISORY BOARD ("CACAB") AS THE CACAB HAS BEEN DISSOLVED; PROVIDING FOR THE APPOINTMENT AND TERMS OF MEMBERS, AS WELL AS DUTIES AND RESPONSIBILITIES; PROVIDING FOR

CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

5. RESOLUTION NO. 2022-043

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUESTS SUBMITTED BY CITY PLACE APARTMENTS, LTD., ON BEHALF OF THE PROPERTY OWNER PALMIERS INVESTMENTS, LLC, FOR A SITE PLAN (SP-078-21), DESIGN VARIATIONS (OT-100-21, OT-101-21 AND OT-102-21) AND VARIANCES (VA-103-21, VA-104-21, VA-004-22 AND VA-020-22) FOR THE PROPERTIES LOCATED AT 59-65 SW 3 AVENUE, 114-122, 128, 130 AND 134 MONROE UDELL STREET, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. ***(Continued from March 8, 2022)*** *(Community Development)*

6. RESOLUTION NO. 2022-055

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-035-13MOD2), SUBMITTED BY J. MILTON AND ASSOCIATES, FOR THE PROPERTY LOCATED AT 801 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Mural proposal for restroom building at beach - Commissioner Davis

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. General Employees Pension Board
   1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

Tuesday, April 12, 2022 - 5:30 p.m.	CRA Board Meeting
Tuesday, April 12, 2022 - 7:00 p.m.	City Commission Meeting
Tuesday, April 26, 2022 - 7:00 p.m.	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 from Marine Industries Association of South Florida for their "25th Annual Plywood Regatta" to be held on April 30-May 1, 2022, at the north end of the Marina from 8:00 a.m. - 6:00 p.m. on Saturday and from 8:00 a.m. - 4:00 p.m. on Sunday.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Signed Memo to CM - 25thAnnual Plywood Regatta 2022 (002), Special Event Application (Parks and Rec.) - 2022 Plywood Regatta, BSO Fire Marshall Report, Plywood 2022 Event Site Plan

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks & Recreation Director Eric Brown

RE: Special Events Application Request for the 25th Annual Plywood Regatta scheduled for Saturday, April 30, 2022 & Sunday, May 1, 2022

REQUEST

A Special Event is requested by Noah Dermody on behalf of Marine Industries Association of South Florida to have the 25th Annual Plywood Regatta on Saturday, April 30, 2022 and Sunday, May 1, 2022. The requested event will be held at 101 N. Beach Road, Dania Beach, FL 33004 (North end of Dania Beach Marina) from 8:00 a.m. to 6:00 p.m. on Saturday, April 30, 2022 and from 8:00 a.m. to 4:00 p.m. on Sunday, May 1, 2022.

BACKGROUND

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

BUDGETARY IMPACT

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

RECOMMENDATION

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. - Fire Prevention Officer Zipoli	***(See Fire Marshall Report attached)*** Food truck will require inspection and they must have a certified gas company complete a drop test. Food truck inspection can be completed on Fri., April 29, 2022	

	during setup. No further concerns raised.	
BSO Police Dept. - Lt. Tarala	No concerns raised.	
Code Enforcement - Eric Walton	Parking passed approved. No other concerns raised.	
Community Dev. - Jack Fisher	Building permits are required for the Electrical and Tent Installations. No further concerns raised.	
Community Dev. - Corinne Lajoie	No concerns raised.	
City Attorney – Eve Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	Both the Marine Industries Association of South Florida and the Food Truck will need a COI. For the MIASF there should be $1 million in General Liability with the City listed as an additional insured and auto insurance. We are researching what insurance is needed for Food Truck. No further concerns raised.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services – Fernando J. 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: 25th Annual Plywood Regatta

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: 101 N. Beach Road - North end of Dania Beach Marina

Expected maximum attendance 300 Expected sustained attendance 300

Has this event been held in the past? ✓ Yes ___ No

If yes, please list the past dates, locations and attendance April 6th and 7th, 2019; 100 N. Beach Rd.; 300

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

Two day boat building competition that introduces youth and community to the craft of boat building and the marine industry. Also serves as a fundraiser for Marine Industry education programs in South Florida

Date and Time:	**DATE**	**DAY**	**BEGIN**	**END**	**Attendance**
SETUP:	4/29/22	Friday	8 AM/PM	5 AM/PM	10
EVENT DAY 1:	4/30/22	Saturday	8 AM/PM	6 AM/PM	300
EVENT DAY 2:	5/1/22	Sunday	8 AM/PM	4 AM/PM	300
EVENT DAY 3:			AM/PM	AM/PM	
BREAKDOWN:	5/2/22	Monday	8 AM/PM	1 AM/PM	10

PART II: APPLICANT

Organization Name Marine Industries Association of South Florida Name of Authorized Signatory Lori Wheeler
For-Profit (Non-Profit) Private (as registered in Sunbiz)

Address: 221 SW 3rd Ave City, State, Zip: Fort Lauderdale, FL, 33312

Date of registration: 1967 State registered in: Florida Federal ID # 59-117-2985

Email Address: Lori@Miasf.Org Phone: 954-524-2733

Event Coordinator Name Noah Dermody Phone:

Title: Director of Membership and events Phone: 954-524-2733 Cell: 772-766-6990

Email address: Noah@miasf.org Fax:

Additional Contact Name Megan Piggott Will you be on site? ____ Yes ____ No

Title: Director of Marketing and Workforce Development Phone: 954-524-2733 Cell:

Email address: Megan@miasf.org Fax:

Event Production Company (if other than applicant) N/A

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? $ 0

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: 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** _____
Events requiring electricity must be permitted.
Company: Informal show management License #:_____

Name of Electrician: _____ Phone: 954-463-6762

Entertainment ✓ Yes ____ No
If yes, what type of entertainment will be there? Any notable documents?
mic and speakers for announcements
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.) 1 food truck
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**
Food truck
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.):
MC for announcements; some recorded music

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

Stages ____ Yes ✓ No Type (wood, metal, trailer stage, etc.) N/A
Stages may require permits.

Days and times music will be played: N/A

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)? 101 N. Beach Rd

Date(s) of Closure 4/30 - 5/1 Time(s) of Closure 8am - 6pm
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 TGL Environmental Contact Gina Devine Phone 954-327-9995
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 AFBB Phone 954-332-0011
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company AFBB Contact Richard Phone 954-332-0011

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? (2) 30x100 ; (1) 10x20 ; (1) 10x10

Company Name Elite Tent Company Contact Jason Wells Phone 954-987-7908
A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are tents with walls. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for filed testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. Participating vendors must be separated by a minimum of 3 feet regardless with usage of a tent or a canopy classification.

Toilets ✓ Yes ____ No
All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334.

Transportation Plan ____ Yes ✓ No
Any events larger than $5,000 people must have an approved Transportation Plan.

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

> Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 hour minimum). In addition, an administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be $84.42 per hour, per person (3 hour minimum).
>
> The cost of apparatus is as follows:
> Rescue Truck - $32.00 per hour
> Engine (1500 gpm) - $17.00 per hour
> Ladder (1500 gpm) - $80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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

Event Coordinator Signature

2/28/22
Date

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

Dania Beach District

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

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

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: 25th Annual Plywood Regatta

Event Date(s): 4/30/22 and 5/1/22

Event Location: 100 North Beach Rd

Event Reviewed By: David Zipoli Date of Review: 3/7/2022

Event Contact Name 1: Noah Dermody

Event Contact 1 Phone: 954 524-2733 Event Contact 1 Cell Phone: 772 766-6990

Event Contact 1 Email: noah@miasf.org

Event Contact Name 2: Lori Wheeler

Event Contact 2 Phone: Event Contact 2 Cell Phone: 954 524-2733

Event Contact 2 Email: Lori@miasf.org

☐ **EVENT IS APPROVED** ☒ **EVENT IS APPROVED WITH CONDITIONS (See Below)**

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

Special Event <u>Applicant must address</u> any and all checked items below.

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

☒ **Site Plan Required** - See the attached Site Plan Check List for Site Plan Submittal Requirements.

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

☒ **Fire extinguishers required** – Must be provided in accordance with the requirements noted on the Special Event Application.

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (**Note: Minimum spacing requirements between tents shall be 10 feet unless approved by the Fire Marshal**) not approved.

☒ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.

☐ **Gas Grills** must be permitted. Obtain permits from the City of Dania Beach Building Department.

☐ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☒ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262. **See Notes**

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☒ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits Shall be required.

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and MUST PASS a fire inspection prior to use. This must involve a third party licensed gas contractor to perform a gas leak test.

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

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

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

☒ Other Requirements: Notes: No vendor tents are to exceed outside of the assigned vehicle parking spaces. (Shall not hinder life safety access). Tents that are permitted to have generators must have a sufficient fire extinguisher. (10lb ABC). A Fire Inspector shall be required to inspect the site before opening of the event.

A licensed gas company is required to be on site and preform a gas leak testing before the opening of the event and before any cooking begins. All food trucks and vendors must be on site and ready for the fire inspection and gas company leak testing. This inspection shall take place 1 hour or sooner before opening of the event to the public. It is the responsibility of the Event Coordinator to set up the licensed gas company at the same time that the fire inspector will be on site. (see below or after hours inspection time). Street closures, Fire department access, tent spacing and fire extinguisher inspections along the path of egress between tents must be in compliance before the event shall be signed off. An after hour request form must be approved by The Fire Marshal's Office. Contact: FPO David Zipoli: david_zipoli@sheriff.org

☒ **INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.**

☒ **Other Requirements and/or Special Notes:**
_Fire inspection detail required. Invoice for inspector will be provided._____

INSPECTION AND/OR DETAIL REQUIREMENTS
(The below information must be filled out by Fire Prevention prior to releasing comments back to the applicant)

☐N/A ☒ Pre-Event Inspections Required (Date): **Permit for tent structure**. *TYPE OF INSPECTION REQUIRED*:
__ Normal Inspection Hours
__ After-Hours (4-Hours or Less)
__After Hours (Greater than 4 Hours)
DATE(S) & TIME(S): ____**ON STAND BY for food truck information**_____

☐N/A ☐ Fire Inspector Stand-By Detail Required
(Dates & Times): _____

☐ N/A ☐ Operational Detail Required Type:
_____
Dates & Times: _____

☐ N/A ☐ **SEE ATTACHED FEE SCHEDULE FOR REQUIRED INSPECTIONS AND/OR DETAILS. Email: david_zipoli@sheriff.org**

Event Applicant, Please fill out and sign below for the acknowledgment of the above said instructions and return to David_zipoli@sheriff.org / or / Candice_burton@sheriff.org / or / lisa_maggeo@sheriff.org /

Name (Print):_____ **Signature:**_____ **Date:**_____

Generator

Paint Tent

10x20 tent

RESTROOMS

Dumpster

ACCESSIBLE PAR
PER DETAIL SHE

100' x 30'

EXIT

EXIT

100' x 30'

EXIT

EXIT

CATCH BASIN
R.E.=3.91'
I.E.=0.25(E) 15" HDPE
I.E.=UNABLE TO DETERMINE(W) (PLUGGED)
B.G.S.=(-)0.59
(SUMP IN CENTER)

10x10 tent

Food Truck

TYPICAL 8" CONC. CURB

Ⓔ=ABC

TYPICAL 8" CONC. CURB

CONC.

CONC.

CONC.

CONC.

CATCH BASIN
R.E.=3.59'
I.E.=0.41(W) 15" HDPE
B.G.S.=(-)0.13
(SUMP IN CENTER)

ASPHALT

ASPHALT

CONC.

CONC.

TYPICAL 8" CONC. CURB

TYPICAL 8" CONC. CURB

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 Dania Warehouse 100, LLC to host Art Dania to be held at 110 NW 1st Street on the second weekend of every month, from April 9 to December 11, 2022, from 6:00 p.m. - 10:00 p.m. on Saturdays and from 9:00 a.m. – 6:00 p.m. on Sundays.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Art Dania - Special Event Memo, Art Dania - Updated Special Event Application, Art Dania Comments

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: March 22, 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, Community Development Director

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.15 13:15:02 -04'00'

RE: Special Event Application request from Jordan Cohen to host "Art Dania" scheduled for the second weekend of every month beginning April 9, 2022 through December 11, 2022.

Request

A Special Event approval is being requested by Jordan Cohen on behalf of Dania Warehouse 100, LLC to host "Art Dania" every second weekend beginning April 9, 2022, through December 11, 2022, from 6:00 p.m. - 10:00 p.m. on Saturdays, 10:00 a.m. – 6:00 p.m. on Sundays.

Background

The requested event is proposed to be held at 110 NW 1st Street Dania Beach, FL. This event will be utilizing small 10x10 tents in the parking lot to display local artists work and showcase the existing businesses located in the warehouse bays (ie: coffee shop, art gallery) during these special event hours. They will also be preparing BBQ food for sale with an outdoor smoker and any additional parking will be located at 302 NW 1St Street.

The Community Redevelopment Agency (CRA) is working with the applicant and existing businesses to ensure this proposed event will complement and be in sync with the CRA's Dania After Dark (DAD) event.

Budgetary Impact

The Special Event 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 Event Application request in whole with compliance of the conditions noted below.

Department Review:	**Comments:**
BSO Fire: Fire Prevention	No concerns raised
Building Official	Electrical and Plumbing permits required.
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	Coordinate with the CRA as the proposed event is the same days as DAD.
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	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: Art Dania

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 X No

Is your event located on the beach? ____ Yes X No

Location: 110 NW 1st street Dania Beach FL, 33004

Expected maximum attendance 200 Expected sustained attendance 100

Has this event been held in the past? ____ Yes x No

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

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

Set up outdoor vendors in parking lot of our building at 110 NW 1st Street. Vendors will consist of curated art both paintings, scultpres, and other art mediums. Additionally we will select food vendors such as BBQ and other food prodcuts

Second weekend of every month beginning April 9 - Dec 17

Date and Time:	**DATE**	**DAY**	**BEGIN**	**END**	**Attendance**
SETUP:	4/9/22	Sat	9am AM/PM	5pm AM/PM	20-50
EVENT DAY 1:	4/9/22	Sat	6pm AM/PM	10pm AM/PM	100-150
EVENT DAY 2:	4/10/22	Sun	9am AM/PM	6pm AM/PM	100-150
EVENT DAY 3:	12/11/22	Sun	9am AM/PM	6pm AM/PM	100-150
BREAKDOWN:	12/11/22	Sun	6pm AM/PM	10pm AM/PM	20-50

PART II: APPLICANT

Organization Name Dania Warehouse 100, LLC Name of Authorized Signatory Marshall Stauber
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 110 NW 1st Street City, State, Zip: Dania Beach FL, 33004

Date of registration: Feb 16 State registered in: FL Federal ID # 85-3303537

Email Address: stauberbestmanagement@gmail.com Phone:

Event Coordinator Name Jordan Cohen Phone:

Title: Manger Phone: Cell: 9545317492

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 X No If yes, how much? $

Alcohol for Sale ____ Yes X 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 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.

JC

Electricity ____ Yes x No **Generator** ____ Yes x No **Amount of Kilowatts** _____
Events requiring electricity must be permitted.
Company: _____ License #:_____

Name of Electrician: _____ Phone: _____

Entertainment x Yes ____ No
If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades x Yes ____ No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes x No
Name & Contact of Company conducting the show: _____
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors x Yes ____ No **Food Trucks** _____ Yes X No
Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) Charcoal grillsand wood burning smokers.
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?
X **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) #X Gas Grill(s) #X Charcoal Grill(s) #___ Smoker Grill(s) #1
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? x **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? x **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 x Yes ____ No
If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.):
Live music with amplifiers. Live band or DJ Indoors only. (in cafe)

List the type of equipment you will use (speakers, amplifier, drums, etc.):
Speakers with amplifiers, drums, guitars, and other musical insturments (Indoors only)

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

Days and times music will be played: Sat night 8-10pm and Sun 2-4 (indoors only)

How close is the event to the nearest residence? 1 block
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact X Yes ____ No If yes, lot location(s)? Street parking, Parking at special needs group at 302 NW 1st Street

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 X No If yes, define Closure(s)_____

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

Sanitation & Waste
Will the event encourage Recycling and Sustainability? X 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 Art Dania Contact Jordan Cohen Phone 9545317492
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 X Yes ____ No

Name We will use Broward Sherriffs Office 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 X 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? (10-20) 10' x 10'

Company Name Dania Warehouse 110, LLC Contact Jordan Cohen Phone 9545317492
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 X Yes ____ No Indoors
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 X 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

Jordan Cohen

Event Coordinator Signature

2/16/22

Date

110 NORTHWEST 1st STREET, DANIA BEACH, FL. 33004



AERIAL PHOTOGRAPH
(NOT-TO-SCALE)

Bay 1+2 Coffee cafe
Bay 3 Erotic leather
Bay 4+5+6+7 Art gallery
Bay 8 window
Bay 9 Sports
*Bay 10 Bank
Bay 11 LOT BLOCK Prep BBQ
10'x10' canopies
Smoke BBQ 30 Ft from all canopies
Tables
No road closures
Hand Cafe BR

- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

SHEET 1 OF 2 (SKETCH OF SURVEY) - SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, AND OTHER SURVEY RELATED DATA. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

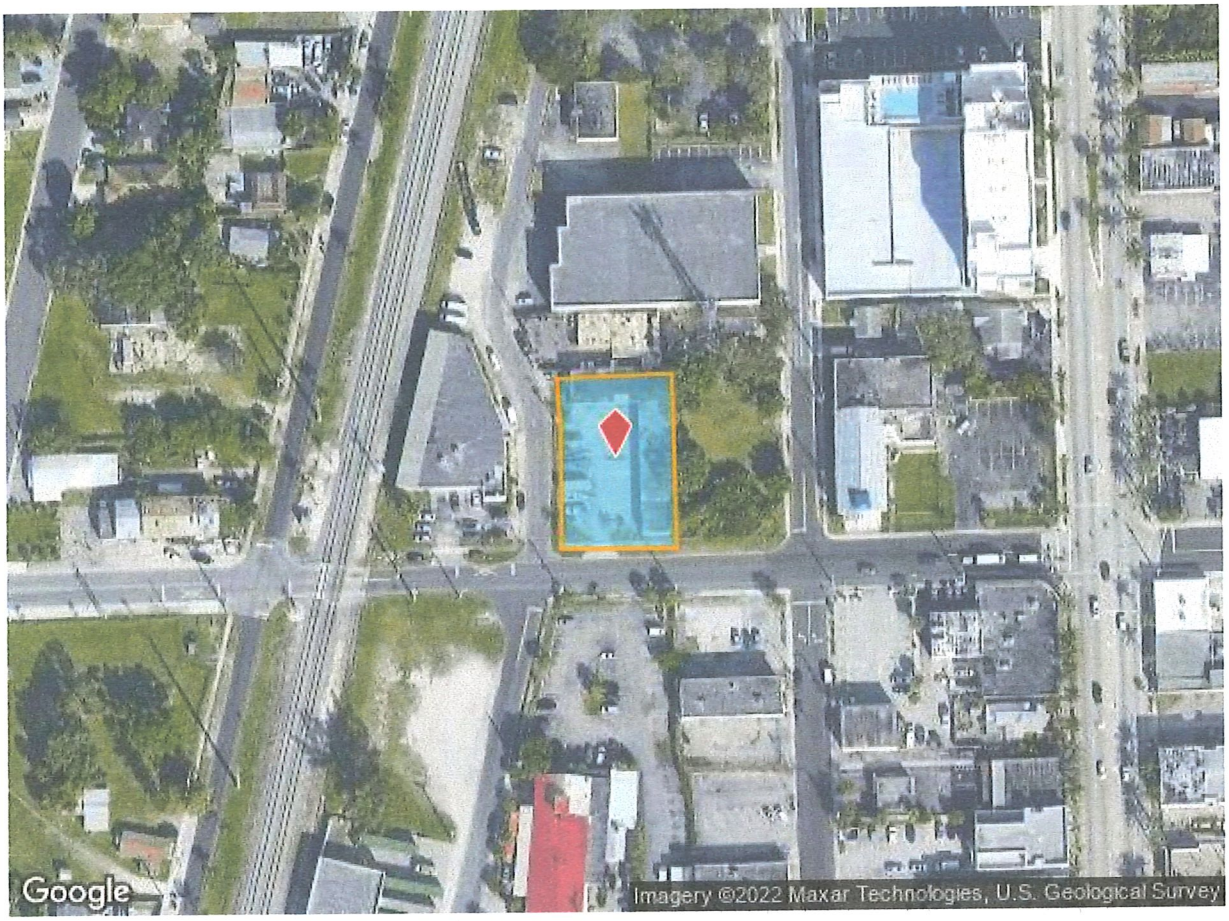
Date of Field Work : 08-10-2020
Drawn By: Oleg
Order #: 98745
Last Revision Date: 08-10-2020
Boundary Survey prepared by: LB8111
NexGen Surveying, LLC
5601 Corporate Way, Suite #103
West Palm Beach, FL 33407
561-508-6272

NEXGEN SURVEYING, LLC.

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CLYDE O. MCNEAL PSM 2083 ON 08-11-2020 STATE OF FLORIDA

JC

Harris, Bill



DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Bill Harris
Business Attraction & Investment Manager
CRA
City of Dania Beach
100 W Dania Beach Blvd., Dania Beach, 33004
www.DaniaBeachCRA.org
t: 954-924-6801 x3667
bharris@daniabeachfl.gov

Like us on Facebook *Visit our Website*

Harris, Bill

From: Harris, Bill
Sent: Thursday, February 24, 2022 12:56 PM
To: Lajoie, Corinne
Subject: FW: Art Dania - Special Event Application

I'll come down to your office in a few minutes to go over this....TY !

Thank you for catching that.

Please ask for the following additional information.

- Please provide measurement from closest residence. "Not very close" is an insufficient response **N/A.... There will be no outdoor music**
- Ask the applicant to indicate the hours the band/amplified music will occur. **N/A.... No live Music**
- Please have them identify on the site plan the location of the band as well as the speakers and their orientation. They should make every effort to reduce the sound spreading into the Byrd Point Neighborhood **N/A No live outdoor music**
- Inform them that the City Parking garage is not available for their use on the 2nd Saturday of each month as it is currently being reserved for the City's Special Event, Dania After Dark. **They are to be included with DAD events, revised the number down – there is plenty of street parking along the street and a lot across the street** THE CITY GARAGE IS NOT NEEDED —
- In addition, the applicant must speak with Com. Dev. Director regarding the number, and availability, of parking spaces in the City's parking garage for this event. There may not be enough parking for the anticipated 499 attendees.
-

@ PARKING @ 302 NW 1ST. MEMO ATTACHED

Corinne Lajoie, AICP
Assistant Director| City of Dania Beach
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, Fl, 33004
Phone:954-924-6800 x3704

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Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Lorber, Richard <rlorber@daniabeachfl.gov>
Sent: Tuesday, February 22, 2022 4:01 PM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Cc: Mykoo, Shanesa <smykoo@daniabeachfl.gov>; Norena, Eleanor <enorena@daniabeachfl.gov>
Subject: RE: Art Dania - Special Event Application

Hi,
I am reviewing this special event application for Dr. Stauber's warehouse up the street.

Harris, Bill

From: Andrew Garnett <agarnett@specialneedsgroup.com>
Sent: Thursday, March 3, 2022 4:30 PM
To: Harris, Bill
Subject: RE: Fr: Bill Harris City of Dania Beach CRA

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Hello Bill,

As per our conversation, we give you permission to utilize both our parking lot at 302 NW 1st Street as well as the lot across the street that the city had rented from us for parking and accidentally dismantled after using it.

I hope it is an AMAZING event!

When you get a chance, please see about getting us an insurance certificate so that we are all covered.

Please let me know if you have any additional questions or comments.

Thanks

Best regards,

Andrew J. Garnett
Special Needs Group President/CEO
Phone: (954) 585-0575 Toll Free: 1-800-513-4515
Fax: (954) 585-0577 Toll Free: 1-800-513-4516
Email: agarnett@specialneedsgroup.com
Web Site: http://www.specialneedsatsea.com

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Mykoo, Shanesa

From: Walton, Eric
Sent: Monday, March 14, 2022 9:25 AM
To: Mykoo, Shanesa
Subject: RE: Art Dania - Updated Special Event Application

Open Warning 21-1806 Dumpster Enclosure

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Eric Walton
Code Compliance Manager| City of Dania Beach
ewalton@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6810 x3703

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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The Florida Legislature adopted, and the governor signed into law, effective July 1, 2021, an amendment to F.S. 162.21 and F.S. 162.0415, that prohibits a code inspector from initiating an investigation of a potential violation by way of an anonymous complaint. To investigate, complainant must have provided the complainant's name and address with the complaint to the "governing body" before an investigation occurs. The only exception is if there is reason for the investigator to believe a present and imminent threat to the public health, safety and welfare or imminent destruction of habitat or sensitive resources has or is occurring. If you believe this is a present and imminent threat to the public health, safety and welfare or imminent destruction of habitat or sensitive resources has or is occurring call the Code Office at (954) 924-6810 and someone will assist you filing your complaint.

From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, March 8, 2022 2:47 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Art Dania - Updated Special Event Application

Good afternoon,

Please review the attached Special Event Application for "Art Dania" located at 110 NW 1st Street. Dania Beach, FL 33312. Scheduled for the second weekend of every month beginning Saturday April 9th, 2022, through December 11th, 2022.

The attachments consist of the following for your review:

- Special Event Application
- Consent letter from establishment/ organization/ owner
- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Davila, Edda

From: Mykoo, Shanesa
Sent: Wednesday, March 09, 2022 9:16 AM
To: Davila, Edda
Subject: FW: Art Dania - Updated Special Event Application

Shanesa Mykoo
Permitting Office Supervisor| City of Dania Beach
smykoo@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6805 x3751

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Boutsis, Eve A. <eboutsis@daniabeachfl.gov>
Sent: Tuesday, March 8, 2022 4:06 PM
To: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Subject: RE: Art Dania - Updated Special Event Application

If CRA has no objections, I have none.

Eve Boutsis
City Attorney| City of Dania Beach
eboutsis@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL, 33004
Phone:954-924-6800 x3631

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, March 8, 2022 2:47 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Art Dania - Updated Special Event Application

Good afternoon,

Davila, Edda

From: Fisher, Jack
Sent: Wednesday, March 09, 2022 7:49 AM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: RE: Art Dania - Updated Special Event Application

Electrical permit required by a licensed Electrical Contractor for hookup of Electric cooking grill and Plumbing permit required by a licensed gas contractor for gas grill.

Jack Fisher, CBO
Building Official| City of Dania Beach
jfisher@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3650 | **Fax:** 954-922-2687

Web: daniabeachfl.gov | **FB:** cityofdaniabeach | **Twitter:** @DaniaBeachFL
Enews: /enews | **Emergency Notifications:** CodeRED

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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, March 08, 2022 2:47 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
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Thank you,

Davila, Edda

From: Brown, Eric
Sent: Tuesday, March 08, 2022 3:40 PM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: RE: Art Dania - Updated Special Event Application

No issues

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Eric Brown
Director of Parks & Recreation | City of Dania Beach
ebrown@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone:954-924-6800 x3730

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, March 8, 2022 2:47 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Art Dania - Updated Special Event Application

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Thank you,

Davila, Edda

From: Tarala, Jason <Jason_Tarala@sheriff.org>
Sent: Tuesday, March 08, 2022 3:13 PM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: RE: Art Dania - Updated Special Event Application

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BSO has no issues

Lieutenant Jason Tarala
Executive Officer
Dania Beach District
Broward County Sheriff's Office
954-518-0142

From: Mykoo, Shanesa [mailto:smykoo@daniabeachfl.gov]
Sent: Tuesday, March 8, 2022 2:47 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
Subject: Art Dania - Updated Special Event Application

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Thank you,

Davila, Edda

From: Lorber, Richard
Sent: Tuesday, March 08, 2022 2:55 PM
To: Mykoo, Shanesa
Cc: Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: RE: Art Dania - Updated Special Event Application

Revised P&Z Comments:

- Coordinate with the CRA for parking on nearby lots.

Richard G. Lorber, AICP
Planning & Zoning Manager | City of Dania Beach
rlorber@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: (954) 924-6805, x3640 **| Fax:** 954-922-2687

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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, March 8, 2022 2:47 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
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Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Davila, Edda

From: Rodriguez, Fernando J.
Sent: Tuesday, March 08, 2022 2:52 PM
To: Mykoo, Shanesa; Special Event
Cc: Norena, Eleanor; Lajoie, Corinne; Davila, Edda
Subject: RE: Art Dania - Updated Special Event Application

No objections from PSD.

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Fernando Rodriguez
Public Services Director| City of Dania Beach
frodriguez@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6800 x3740

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Mykoo, Shanesa <smykoo@daniabeachfl.gov>
Sent: Tuesday, March 8, 2022 2:47 PM
To: Special Event <SpecialEvent@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Davila, Edda <edavila@daniabeachfl.gov>
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- All supporting documents

Should you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Davila, Edda

From: Zipoli, DAVID <DAVID_ZIPOLI@sheriff.org>
Sent: Monday, March 14, 2022 9:19 AM
To: Davila, Edda
Cc: Mykoo, Shanesa
Subject: RE: Art Dania - Updated Special Event Application

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Good Morning,

I spoke to the Event Coordinator and Mr. Bill Harris, there is no food trucks at this event or usage of propane tanks. BSO Fire has no issues with this event.

Respectfully submitted,

David Zipoli

David Zipoli
Fire Prevention Officer, Dania Beach
Fire Inspector
Fire Investigator
Fire Plans Examiner
Broward Sheriff Fire Rescue & Emergency Services Dept.
Fire Prevention Bureau--Dania Beach District
103 W Dania Beach Blvd.
Dania Beach, FL 33004
Tel: 954-342-4262
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Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, the City of Dania Beach is committed to protecting its most vulnerable and empowering our children to reach their full potential and lead healthy lives; and

WHEREAS, each of Florida's 4 million children deserves a safe, healthy, and happy home where they are developmentally and educationally on a path to success; and

WHEREAS, child abuse, neglect, and other adverse childhood experiences (ACEs) can severely impact a child's lifelong health and wellbeing; and

WHEREAS, children who are abused and neglected may suffer physical injuries, emotional and psychological difficulties, and long-term effects of trauma; and

WHEREAS, research shows that parents and caregivers that have support systems and seek help in times of trouble are more resilient and better able to provide safer environments and nurturing experiences for their children; and

WHEREAS, every person should make children a top priority and take meaningful action to support children and families in our community; and

WHEREAS, Child Abuse Prevention Month is an opportunity to encourage all City of Dania Beach residents to put children first and engage in activities that strengthen families and children.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim **April 2022 as:**

Child Abuse Prevention Month

in the City of Dania Beach, Florida.

Dated this 22nd day of March 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

SEA IT. LIVE IT. LOVE IT.

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, FEBRUARY 8, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 p.m.

Present:

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

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence, especially for Ed Darling who recently passed, followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

3.1 Presentation by Vice-Mayor Salvino and Fire Chief Pellecer of Certificates of Commendation to Caleb Harper in recognition of his life-saving CPR at Dania Beach Quarterdeck Restaurant

Vice-Mayor Salvino read his commendation and presented it to Mr. Harper.

Fire Chief Pellecer gave a brief description of the lifesaving situation and read his commendation and presented it to Mr. Harper.

3.2 Presentation on "Get Fit Dania Beach" - Commissioner Davis

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

Mayor James said she is always in favor of fitness and spoke about the Fitbit program from several years ago. She suggested perhaps with the 5K race we could do a color run.

Commissioner Odman felt we should have a Commission challenge and invited those who wished to participate to do so.

3.3 Skyler Nador - Revised Mural Presentation for Griffin Road Bridge - requested by Vice-Mayor Salvino

Vice-Mayor Salvino gave a brief background on the artwork competition for the NW 1st Street bridge and noted he also liked the rendering presented by second runner up artist Skyler Nador, which he displayed on the monitors. He would like to use her enhanced mural design for the Griffin Road Bridge; he would be taking from his contingency account to cover the $3,000.00 cost and wanted the Commission to know.

Mayor James asked if the design could be entirely filled in with waves.

Ms. Nador explained the rendering and the use of sand to indicate the beach; she could fill in the top part of the rendering with waves.

3.4 Discussion of charitable donations - Frank DiPaolo, Director of Finance

Finance Director DiPaolo noted the last time staff brought this matter before the Commission, we set forth a highly structured and formal application process. We took a step back from that and met with each of the Commissioners individually to obtain feedback so we can have a fully scoped plan. The goal tonight is to discuss some of that feedback and obtain additional direction from the Commission on this potential policy, which once adopted will ensure that funding can be spent in the community that both fulfills the Commission's desires as stewards of the public interest and satisfies all procurement requirements and best practices for the use of public funds.

Finance Director DiPaolo gave a brief recap on the current process, the need to implement provisions and discussed the guidance received through discussion with City Commissioners. He said to ensure that for all uses of City Commissioner discretionary funds, the City knows how funds were spent and benefits are measurable/easily quantified. We recommend to potentially abandon annual donation programs and instead focus on impactful initiatives in partnership with the community. We can continue with individual discretionary accounts and can combine funding depending on the initiative as was done with the art piece at the last meeting. We can bring something formal back to the first meeting in March to finalize and adopt. We do not have too many absolutes for the policy, but the one sure thing is that any Commissioner who wishes to use any amount of their discretionary funding allotment must always obtain advance approval from the Commission; a Commissioner cannot do anything on their own.

Mayor James noted Finance Director DiPaolo said it would have to come back to the Commission for approval and asked what if we have already been doing projects. She has a Black History project that is going through Parks & Recreation, but she did not know she had to present it to the Commission.

Finance Director DiPaolo explained in the issue of transparency, we can talk about that tonight to make sure everyone is okay with it and going forward he felt we should have feedback and approval of the entire Commission.

Mayor James said she understands that, and she does not know if she is in favor of abandoning charitable donations, particularly to non-profits.

Commissioner Odman asked why we said no 501(c)(3)'s.

Finance Director DiPaolo said it was from some of the feedback received. If you want to open that up, it is fine.

Commissioner Odman commented she would like to open it up to 501(c)(3)'s with no ties to any Commissioners or a Commissioner's side businesses, etc.

Vice-Mayor Salvino noted he talked to the City Manager on a 501(c)(3) out of our contingencies that we were sponsoring with the Prestige Club, with regard to an email Commission Administrative Coordinator Singh sent around and if we do not do 501(c)(3)'s, then he cannot help them. He has selected Collins Elementary and has already committed to them. Most of the contingency is going to be practical for the City. As far as a 501(c)(3), he is opposed to that part of it. He has a lot of ideas that he feels are good and he is going to ask permission to sponsor Collins School.

Mayor James said initially she was opposed to using discretionary funds for 501(c)(3)'s. We do have programs that have presented themselves; it could be a case-by-case basis. She is okay with supporting the Prestige Club.

Commissioner Davis noted it seemed the Commissioners were all in support of supporting the 501(c)(3)'s, but then there was a lot of red tape. She is in favor of having 501(c)(3)'s; they can provide us their annual report to see what they are doing.

Commissioner Lewellen questioned if we can go ahead and approve the things the Commissioners already have in the pipeline.

Finance Director DiPaolo said yes.

Mayor James suggested we talk about it at the next meeting.

Vice-Mayor Salvino said he thinks we should approve the one item and then bring the others back to discuss later.

Mayor James noted Finance Director DiPaolo should send the Commission the list for all to look at and then discuss them at the next meeting.

City Manager Garcia said we got the clarity regarding 501(c)(3)'s and we will come back at the next meeting with a clearer direction.

3.5 Presentation on "A City on the RISE" Code Compliance, Beach Rangers & BEAM Team update by Eleanor Norena, Director of Community Development

Community Development Director Norena gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Vice-Mayor Salvino said he noticed this week confusion with bulk pickup. Everywhere he goes, there is bulk out; residents do not know when their pickup is. Everywhere you look there is trash on the street. He recommends the code officer knock on the door and give them a new schedule. He also knows tree trimmers are putting out stuff without caring when the pickup is. He talked to City Manager Garcia; someone dumped a hot tub in front of Olsen School. He asked the public to help our BEAM Team; if you see it, take a picture of the car and license plate.

Mayor James said many people do not care; we must enforce the rules so they understand we will not tolerate it.

Commissioner Davis commended the Beach Rangers who are out there and working; they put up new signs, are educating people, and letting them know about our App. By 8:00 a.m., yes there is still trash, but when she leaves her walk, it is all gone. She commended the teams who are out there and thanked them all.

3.6 Special Event request from The Trash Pirates for The Trash Pirates Beach Cleanup to be held at the beach, 151 North Beach Road, on Saturday, February 26, 2022, from 10:00 a.m. - 12:00 p.m. The applicant is requesting a fee waiver. *(Parks & Recreation)*

Commissioner Lewellen motioned to approve the Special Event request for The Trash Pirates Beach Cleanup, including the fee waiver; seconded by Commissioner Davis. The motion carried unanimously.

3.7 Special Event request from Marine Industries Association of South Florida to host its 45th Annual Broward County Waterway Clean-Up to be held at Dania Beach Pier/Marina, 151 North Beach Road, on Saturday, March 5, 2022, from 9:00 a.m. - 1:00 p.m. The applicant is requesting a waiver of special event application and parking fees. *(Parks & Recreation)*

Commissioner Lewellen motioned to approve the Special Event request for the 45th Annual Broward County Waterway Clean-Up, including the waiver of fees; seconded by Commissioner Davis. The motion carried unanimously.

3.8 Special Event Request from the Community Redevelopment Agency for the "Dania Beach 2022 Arts and Seafood Celebration", to be held on April 2-3, 2022, at Frost Park from 11:00 a.m. - 8:00 p.m. on Saturday and from 11:00 a.m. - 6:00 p.m. on Sunday. The applicant is requesting BSO Police and Fire Services, and road closure of Fronton Boulevard from N.E. 2nd Street to N.E. 1st Street. *(Parks & Recreation)*

Commissioner Lewellen motioned to approve the Special Event request for the Dania Beach 2022 Arts and Seafood Celebration, including BSO services and road closure; seconded by Vice-Mayor Salvino. The motion carried unanimously.

4. Proclamations

4.1 Black History Month - Mayor James

Mayor James read the proclamation for Black History Month.

4.2 American Heart Month - Commissioner Davis

Commissioner Davis read the proclamation for American Heart Month.

5. Citizen Comments

There were no comments at this meeting.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City and gave updates on homeless outreach, gas station skimmer checks, Teen Spring Camp on March 21-25 at IT Parker Center, and the Real Time Crime Center.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including call volumes, ladder and hose testing, and company and officer training. He thanked the Commission for approving the SAFER Grant application and staff for their assistance. He noted the SAFER Grant would be included in the next budget process.

A brief discussion ensued on the SAFER Grant and implementation of the new truck.

7. Consent Agenda

Items removed from Consent Agenda: #7.8, #7.9

7.1 Minutes:
Approve Minutes of January 11, 2022 City Commission Hybrid Meeting
Approve Minutes of January 28, 2022 City Commission Hybrid Workshop - RAC Units & Moratorium on Development

7.2 Travel Requests:

Request from City Manager Ana M. Garcia to attend Legislative Meetings in Tallahassee, Florida on February 15-16, 2022. (Estimated cost $1,022.33*) (City Manager)*

Resolutions

7.3 RESOLUTION #2022-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL LANDSCAPING SERVICES EXISTING BETWEEN THE CITY OF DANIA BEACH AND SAM'S LANDSCAPE MAINTENANCE, INC., RELATING TO ADDITIONAL WORK TO BE PROVIDED IN THE SCOPE TO INCLUDE SMALL PROJECTS AND CONTINGENCY WORK ON AN AS NEEDED BASIS FOR AN ANNUAL AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS ($35,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.4 RESOLUTION #2022-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO RETROACTIVELY APPROVE AN EMERGENCY REPAIR FOR THE NW 1ST STREET DRAINAGE VALLEY GUTTER AND SIDEWALK BY PRECISE STRIPES, LLC., IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND FOUR HUNDRED FIVE DOLLARS ($77,405.00); IN AN AMOUNT THAT HAS EXCEEDED THE CITY'S ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) AND WAIVE THE BIDDING PROCESS FOR FISCAL YEAR 2021-2022; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2022-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT AND VARIOUS DEPARTMENTS TO PURCHASE AUTO PARTS, ACCESSORIES AND RELATED PRODUCTS FROM ADVANCE STORES COMPANY, INC., UTILIZING THE CITY OF CHARLOTTE, NORTH CAROLINA CONTRACT NO. 2017000280, FOR THE TERM OF THE CONTRACT ENDING DECEMBER 31, 2023, WHICH PURCHASES MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN THE RESPECTIVE CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2022-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, EXPRESSING SUPPORT FOR SENATE BILL 476 AND HOUSE BILL 297 WHICH WOULD PROVIDE PENALTIES FOR AGGRESSIVE CARELESS DRIVING RESULTING IN SERIOUS BODILY INJURY OR DEATH AND PROPERTY DAMAGE; URGING THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO SUPPORT AND APPROVE THE LEGISLATION; DIRECTING THE CITY CLERK TO DISTRIBUTE COPIES OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

7.7 RESOLUTION #2022-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) PACIFIC TEK VALVE EXERCISING MACHINE FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED SIXTY EIGHT THOUSAND DOLLARS ($68,000.00), FROM JET-VAC EQUIPMENT COMPANY LLC., WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE NORTH CAROLINA SHERIFFS' ASSOCIATION ("NCSA") CONTRACT 22-06-0426; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Commissioner Odman motioned to adopt the Consent Agenda, with the exception of Item #7.8 and #7.9; seconded by Commissioner Lewellen. The motion carried unanimously.

7.8 RESOLUTION #2022-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DISSOLVING THE CREATIVE ARTS COUNCIL ADVISORY BOARD AND REPEALING RESOLUTION NOS. 2012-056, 2013-055 AND 2014-014; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-024.

Mayor James said she wanted to make sure we were all okay with the decision to fully sunset the CACAB and questioned if there were any ideas or conversation on how we want to incorporate some of the CACAB members into the Art in Public Places board.

Commissioner Davis noted they were unable to function because of a lack of quorum. She believes the Art in Public Places plan sets forth two spaces on the board from the CACAB. There are specific criteria for who can serve on Art in Public Places. The application process is still being done.

City Manager Garcia said the request to sunset the CACAB came from the board itself.

Commissioner Lewellen motioned to adopt Resolution #2022-024; seconded by Vice-Mayor Salvino. The motion carried unanimously.

7.9 RESOLUTION #2022-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A LEASE AGREEMENT WITH LUCKY FISH II, LLC, RELATING TO THE CITY'S LETTER OF INTEREST NO. 21-011, COPY OF WHICH LEASE AGREEMENT IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager/City Attorney)*

City Attorney Boutsis read the title of Resolution #2022-025.

Mayor James noted she had conversations with the City Attorney and different people in real estate and has reviewed the agreement a few times and she has a few changes that would make it more consistent with the Quarterdeck. She would like to go over it today with the City Attorney. She is asking for a consensus to go back to the drawing board.

City Attorney Boutsis reviewed the terms of the negotiated contract which were set forth in the memo included in the agenda packet.

Mayor James said she wants to start at 6% for years 1 thru 5 and then go up incrementally from there. She also wants to shorten the extension terms to two 10-year terms instead of 15-year terms. She noted she is not expecting to negotiate right here.

City Attorney Boutsis asked the Commission what they wanted to do.

Mayor James said base rent is also an issue.

City Attorney Boutsis explained Quarterdeck does not maintain the elevators, roof, pilings, foundation and does not paint the building. Lucky Fish would be responsible for complete construction and all those requirements. She asked for direction from the Commission to renegotiate the terms as requested by the Mayor.

Commissioner Davis said we are not investing in any part of the construction; Lucky Fish is completely responsible for it. We are not investing in the $5 million. We should not compare Lucky Fish with Quarterdeck. She is not in favor of it as she sees their investment from the beginning. She would like City Attorney Boutsis to clarify their level of renovation.

City Attorney Boutsis responded they need to keep it to a Class A space, and they have a schedule where they do complete modifications every 10 years on their dime.

Commissioner Lewellen said they are two different businesses, and she is troubled as to why Quarterdeck would be involved in the terms of the lease with Lucky Fish. They are two different leases. They are going to come to us at some point to renegotiate their lease, but this is not the time. Our residents want this to happen; we are already late, and she does not see a point to going back and starting over. We do not have to spend a dime; it is all on them. She is not in favor of renegotiating.

Mayor James clarified that the Quarterdeck has not asked her to negotiate anything on their behalf. She likes to do things that are fair and consistent. She does not care how much we have to negotiate if we have to do it to get it right. You do not have to start back at ground zero to tweak a few things. It is prime real estate; she wants to make sure we are getting the most and best we can for our residents and our future revenue here.

Vice-Mayor Salvino said the presentation has been made and he has heard both sides. He called for the vote.

Commissioner Lewellen motioned to adopt Resolution #2022-025; seconded by Vice-Mayor Salvino. The motion carried on the following 5-0 Roll Call vote:

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

Commissioner Odman Yes

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #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)** ***(Continued from January 11, 2022)*** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-001.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the text amendment to address RAC future land use designations and described the changes made to the ordinance since first reading as the result of the workshop held on January 28, 2022.

Mayor James asked for clarification that approval of this will allow the remaining units to not have restrictions.

Assistant Community Development Director Lajoie said yes.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-001, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 ORDINANCE #2022-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE CITY'S CODE OF ORDINANCES AMENDING CERTAIN PROVISIONS TO FURTHER ESTABLISH IRRIGATION RESTRICTIONS BY AMENDING CHAPTER 27, ENTITLED "WATER AND SEWERS", AT ARTICLE II, ENTITLED "WATER SHORTAGE REGULATIONS," AT SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION", PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Public Services)*

City Attorney Boutsis read the title of Ordinance #2022-009 and noted staff is requesting the item be continued until February 22, 2022, to allow time to make modifications to the ordinance.

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

Commissioner Lewellen motioned to continue Ordinance #2022-009, on second reading, until the February 22, 2022, City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.3 ORDINANCE #2022-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION IN THE PROJECTED AMOUNT OF EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS ($18,100,00.00) TO FUND THE PARKS MASTER PLAN PHASE I – CW THOMAS PARK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Parks & Recreation)*

City Attorney Boutsis read the title of Ordinance #2022-010.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-010, on first reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.4 ORDINANCE #2022-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00) APPROVED BY THE CITY COMMISSION, TO FUND THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Public Services)*

City Attorney Boutsis read the title of Ordinance #2022-011.

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

Commissioner Lewellen motioned to adopt Ordinance #2022-011, on first reading; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.5 ORDINANCE #2022-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST OF THE PROPERTY OWNER JOHN SCHAAF, TO REZONE LAND AND ALLOCATE FLEXIBILITY UNITS FOR LAND BEARING THE ADDRESS OF 4900 SW 31 AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AMENDING THE CURRENT ZONING CLASSIFICATION FROM ESTATE RESIDENTIAL DISTRICT (E-1) TO RESIDENTIAL MULTIFAMILY DISTRICT (RM); AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-012 and advised the item was a quasi-judicial hearing and swore-in those who would speak as they came forward. She asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the rezoning and flexibility units requests for Dania Preserve.

Dennis Mele, Greenspoon Marder, representing the applicant, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Vice-Mayor Salvino asked if the number of units per acre Attorney Mele spoke about excluded the lake.

Attorney Mele responded the lake is included in the acreage. Their lot sizes are larger than the other developments and they are building at six units an acre.

Mayor James asked what their traffic engineers said regarding possible stacking on 31st Avenue when they have 76 units in. She has a concern of stacking going both ways.

Attorney Mele explained on their plan, they would have a long driveway coming off 31st before the clubhouse and they have recessed the access gate well off the roadway. This was also reviewed by City engineers, and they found it to be acceptable. This will also be reviewed by the County to verify this is designed properly.

Mayor James asked how large the trees would be when planted.

Attorney Mele responded they are 12 feet at the time of planting.

Mayor James noted she received a few emails from residents in Key North and they were concerned regarding visibility.

Attorney Mele said it probably came from a resident of Cocoplum; this is why he presented the line-of-sight diagram and would address it when the site plan is brought forward.

Commissioner Lewellen asked if any environmental studies have been done.

Attorney Mele said plant, animals, soil, and contamination tests.

Commissioner Lewellen commented the lake has been stagnant for some time and asked if there would be an odor.

Attorney Mele explained it should not be an issue but if there is, they will address it. They will be getting permits from the South Florida Water Management District and Broward County which will deal with the drainage issues. They are building this to meet residential standards.

Commissioner Lewellen asked if these will be ownership units.

Attorney Mele said these are fee simple ownership townhomes with a homeowner's association managing the common areas. These are not rentals.

Commissioner Lewellen asked about the traffic. We have a problem in that area with people cutting through the mobile home areas and she is wondering if something can be done to reduce the traffic going into those areas.

Attorney Mele noted they will talk with the Public Services Director, City Engineer, and their traffic engineer to see what can be done.

Commissioner Lewellen said when everything opens, there will be a lot of cut-throughs.

Attorney Mele stated he was talking to Charlotte Sloboda, and she has asked him to come out and look at it and he will.

Commissioner Davis commented she likes the fact it is low density, bigger lots, will sell for more and has a two-car garage, but her issue is the aesthetics. She is glad they are not rentals but wants something with a wow factor, something dynamic and unique. This to her when she first looked at the site plan, looked like Legos. For half a million dollars she wants to see that X factor and she just does not see it.

Vice-Mayor Salvino asked if they could put signs out on the street that flash how fast people are going.

Attorney Mele said he would be willing to work with Public Services on that.

Mayor James opened the Public Hearing.

Carlos Gonzalez, 3042 Red Mangrove Lane South, expressed concern with the site plan, the trees and increase in 16 units that will be creating a density that is problematic. The nine-foot wall is not enough. He is a board member of Cocoplum and speaks on behalf of the community.

James Ruccolo, 3062 Red Mangrove Lane, expressed concern with the ecosystem and the increase in number of units. He has a problem with this development being right on top of Cocoplum.

Pedro Caraballo, 3067 Red Mangrove Lane North, board member of Cocoplum, said he appreciates the developer trying to build a nine feet wall, but shares the same concern as his neighbors. He is troubled with flex units, traffic, problems with rains, drainage, and repurposing of the lake.

Nicholas Hernandez, 3038 Red Mangrove Lane, commented he resides in Cocoplum, and his back yard is facing the lake. He also shares the concern of his neighbors and is bothered with the number of units they are trying to fit in; this is too invasive and is a monster project.

Attorney Mele addressed the concerns of the four residents who spoke. Their mitigation trees would be 16 feet tall. Each unit has space for four cars, but he did not say they would each have four cars. He addressed the 100-year storm regarding the lake, and noted he got the point about the look of the buildings. In terms of the lake, they will be doing the filling properly pursuant to the permits issued by the Water Management District and the County.

Commissioner Odman spoke about the workshop where a moratorium was discussed. After that workshop, if you have met all the qualifications and done all the things, she does not see how the Commission can keep poo pooing a project. She said she supports the project and thinks it will be beneficial to the neighborhood.

Mayor James noted this is not a cut and dried development; she has always been a proponent of the community. She is always going to ask the applicant to work something out with the community to make sure those needs are met as they are the ones who will have to live with the development in their community.

Vice-Mayor Salvino said he understands being the last one is always a problem and has a question on the E-1 zoning. He is not comfortable with what is going on; he would like to visit the property and talk to our zoning department.

Attorney Mele commented he would hope the Commission votes on it at first reading and noted 600 plus people have received notice of this. He did listen to the workshop last week. This is not in the RAC, and this is not a situation where they are asking for large amounts of density or building height. He felt they could address each of the issues and if Vice-Mayor Salvino talks to staff, they can give him the densities associated with each.

Vice-Mayor Salvino said he would vote to pass this on first reading but would have a ton of questions on second reading.

Commissioner Lewellen asked about the E-1 zoning.

Attorney Mele explained E-1 allows one house per acre.

Mayor James asked if approval would mean they are allowed the flex units.

Attorney Mele said the flex units are mentioned in the staff report but the ordinance itself just mentions rezoning from one category to the next and does not mention the flex units.

Xiomara Goicoechea, 3038 Red Mangrove Lane South, spoke in opposition to the development. She said this affects more than just four residents and the board members are present representing the residents. She does not understand how the 9-foot wall will help and thanked Mayor James for trying to get the applicant to work with the neighborhood.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-012, on first reading; seconded by Commissioner Odman. The motion carried on the following 3-2 Roll Call vote:

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

10. Discussion and Possible Action

10.1 Authorize staff to engage a consultant in the creation of enhanced green regulations/net zero - Corinne Lajoie, Assistant Director of Community Development

Assistant Community Development Director Lajoie noted staff received price ranges from several firms; the price point is below $25,000.00 and we will be able to do this administratively.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis thanked everyone who was involved with the motorcycle show. Coming up at the Casino on February 19th is the Rock the Block food truck event. Also, this weekend, WMODA is having an event featuring Lloyd Goradesky who will also be featured at Dania After Dark. She is excited to have a full day of "Let Love Guide Your Way".

11.2 Commissioner Lewellen

Commissioner Lewellen spoke about the motorcycle show and noted it was well-attended. She also went to the Ignite exhibit at the MAD art gallery; it was a fabulous exhibit. She thanked American Legion District 9 for having her speak; this is a ceremony every year, but this year it was in Dania Beach, and it was a wonderful event. This past weekend, she attended the opening

of Griffin Market at Community Bible Church on Griffin Road; they are doing it every Saturday and have food and music. It was a nice event and nice to see something out west.

11.3 Commissioner Odman

Commissioner Odman noted she is glad to hear she was not the only one attending the Ignite event at the MAD museum. There have been some phenomenal artists there.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino said he attended the Lions Club street cleanup; they picked up trash on Southwest 4th Avenue. He also participated in the Lions Club motorcycle event; they went through 22 kegs of beer on a cold day. It was a great draw of people from everywhere. He is happy with the artist, Skyler Nador, and thanked Deputy City Manager Sosa-Cruz for his assistance. He attended the Prestige Club Gala; he really enjoys their hard work and what they do. They Honored Ron Bergeron at their event and he donated $25,000.00 for their program. Without donations from these large donors, that club would not exist.

11.5 Mayor James

Mayor James noted March 3rd is the Broward League of Cities meeting at Rodizio Grill that the City is hosting. She asked Vice-Mayor Salvino about the plastic thing and if it is a program; he said he was not sure. Mayor James thought this would be good program for the City; collect plastics and then make it into a bench. She will bring information back from Brother Mac.

12. Appointments

12.1 General Employees Pension Board – no appointment

12.2 Green Advisory Board

Commissioner Davis appointed: Joanna Granett

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

13. Administrative Reports

13.1 City Manager

City Manager Garcia noted rather than unveiling the Let Love Guide Your Way sculpture as planned on February 14th, it would be better for everyone to hold it on Saturday, February 12th between 5:00-5:30 p.m. to coincide with the Dania After Dark event on this day.

The Commission consensus was to hold the unveiling at 5:30 p.m. on Saturday, February 12, 2022.

City Manager Garcia reported the City Hall west wing project commenced last week; it should be completed by May or June. March 31st will be our last day of COVID testing; information will be disseminated. We will be bringing City branded products to our Finance window; the goal was initially for the CRA to have a storefront, which is being worked on. In the meantime, we will showcase various products no later than April.

City Manager Garcia said she and Commissioner Davis will be going to Tallahassee next week to express gratitude to those who have assisted with us obtaining funding.

City Manager Garcia spoke about the Nyberg-Swanson House; the goal is to present two options which are restore with historic preservation and restore without historic preservation.

13.2 City Attorney

City Attorney Boutsis gave a brief update on 1,000 Mermaids, and noted they are close to an agreement with the City of Hollywood and shortly thereafter we should be receiving our payment.

13.3 City Clerk - Reminders

Tuesday, February 22, 2022 - 7:00 p.m.	City Commission Meeting
Tuesday, March 8, 2022 - 5:30 p.m.	CRA Board Meeting
Tuesday, March 8, 2022 - 7:00 p.m.	City Commission Meeting
Tuesday, March 22, 2022 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 10:03 p.m.

ATTEST: CITY OF DANIA BEACH

_____ _____

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, FEBRUARY 22, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 p.m.

Present:

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

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

3.1 Presentation on the Landscape Master Plan/Griffin Road Component by KCI Technologies, Inc.

Fernando Rodriguez, Director of Public Services, gave a brief overview of the master plan and introduced Dan Williams, FDOT District 4 Landscape Architect.

Mr. Williams gave a background on the Griffin Road corridor and planned enhancements, noting they would be utilizing a push button contract. He turned the presentation over to KCI Technologies.

Kirk Hoosac, Director of Landscape Architecture, KCI Technologies, Inc., introduced Bruce Reed, KCI, and James Wang, Senior Designer, and gave a PowerPoint Presentation which is attached to and incorporated into these minutes.

Vice-Mayor Salvino asked what kind of droppings the trees would produce and about maintenance. He expressed concern about roots pulling up the asphalt and said he likes how the trees look but you must consider maintenance.

Mr. Hoosac addressed the tree droppings; in the median, the trees will be pretty much away from everything. He also addressed the roots of the Oak trees, which are very slow-growing roots. He does not feel the roots would be a problem as the medians are wide.

Vice-Mayor Salvino felt the Commission should have a choice of which trees are used.

Mayor James noted she had questions about the deciduous trees insofar as maintenance and she is concerned about the Crepe Myrtle trees. She agreed the Commission should understand the scope of the project so they can make the best decisions.

Mr. Hoosac noted there are other options available and explained how the initial choices of trees were made. He said it is good to hear the Commission's feedback.

Commissioner Lewellen expressed concern about the flowering trees losing their flowers and complaints from residents that the trees look dead.

Mr. Hoosac explained the Crepe Myrtles flower a great deal of the year, depending on the species and he addressed them losing their leaves.

Commissioner Odman said she favors flowering trees and of course they will change their fullness; it is inline with how the seasons change. She asked how many of the trees that would be used are native to Florida.

Mr. Hoosac addressed native and non-native trees, noting half of them would be native.

Commissioner Odman questioned if there would be value in staying with Florida native trees.

Mr. Hoosac said using strictly native would not always look that good.

Commissioner Odman asked the Commission if they wanted to keep all trees native.

City Manager Garcia added we could go all green, but those flowering trees in the fall and spring would add to the green surroundings. She addressed Vice-Mayor Salvino's concerns and noted this all must be blessed by FDOT since it is their road.

Further discussion ensued.

Commissioner Davis agreed with using Florida native trees, but if they are not as beautiful, this is not that important to her. She would like to see all the options, so they look the best and last the longest. She questioned the push button contract.

Mr. Williams further described the push button contract and how it works and explained the maintenance agreement which could take four to five months to finalize. FDOT would ask for a Letter of Intent, and he felt they could start in six months.

City Manager Garcia noted staff would investigate whether there are options other than the Oak tree. Our goal is to plant the right tree in the right spot.

3.2 New employee introductions and promotions - City Manager Garcia

City Manager Garcia thanked all the elected officials and our HR team. She introduced new managerial employees and those employees who have been promoted:

Daryl McFarlane, IT Department Director
Erin McClendon, Deputy City Clerk
John Quintero, Public Services Engineering
Karla Mercado, Parks & Recreation Program Manager
Darius Williams, Public Services Beam Team Supervisor

3.3 Presentation on American Rescue Plan Act (ARPA) - Frank DiPaolo, Director of Finance

Finance Director DiPaolo provided a brief overview and gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James said if she is seeing this properly, all the money has already been budgeted out. This came out of nowhere and we have not workshopped this. She does not know the ideas of her colleagues; she would like to explore this further as to what the Commission wants to bring to the table.

City Manager Garcia noted this is not set in stone; staff has followed the Strategic Master Plan. We are just plugging in numbers, but it is not set in stone. Staff is asking the Commission to see if staff can investigate the costs of the actual projects.

Mayor James further questioned the role the Commission has in this budget.

City Manager Garcia said we could pivot; in the next months or so, the Commission could let administration know what they would like.

Commissioner Davis would like further conversation about this even though what was included was in the Strategic Plan. She wants to make sure we get all the information; the overall outline is good, and she would like to hear from her colleagues that we are prioritizing what we want.

Vice-Mayor Salvino asked how much of the Strategic Plan was reflected in the proposed budget.

City Manager Garcia said the majority of it comes from the plan and discussions with the Commission.

Vice-Mayor Salvino felt the Commission should be given the items back to review and provide feedback to staff.

City Manager Garcia said Finance Director DiPaolo would send the presentation to the Commission and she asked them to add to the list things they do not see there; after that, we could have a workshop if needed.

Commissioner Lewellen questioned if there is a way to get what eligible costs are; right now, she felt we do not have enough information to say what should be taken out or put in.

4. Proclamations

4.1 Eating Disorders Awareness Week and Not One More Weekend - Mayor James

Mayor James read the proclamation for Eating Disorders Awareness Week and Not One More Weekend.

5. Citizen Comments

Phanna Chhuor, PharmD, Walmart Pharmacy Manager, 401 East Sheridan Street, introduced himself and noted he would like to continue building the relationship with the City and provide services to the City as well as participate in any City events. Walmart is still offering COVID vaccination and drive thru testing, and they will have a health fair in April and July at the store.

6. Public Safety Reports

Special Presentation by Captain Daniel Marks, BSO Chief of Police, of Recognition certificates for Logan Peirce, Public Services, and Kenric Tucker, Centurion Security Group

Captain Marks presented Certificates of Appreciation to Mr. Peirce and Mr. Tucker for service above and beyond the call of duty in preventing a vehicle theft at the City Hall parking garage on February 7, 2022.

Captain Marks reported on recent criminal activity in the City and gave updates on motor deputies traffic enforcement, homeless outreach, and bringing back driveway initiatives.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including officer development, (much of the training took place at Dania Pointe), hose testing, bi-annual fire drill testing, facility training, bunker gear cleaning and budget preparation.

7. Consent Agenda

7.1 Minutes: None

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2022-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING FLORIDA SENATE BILL NO. 280 WHICH BLOCKS THE ENACTMENT OR ENFORCEMENT OF NEW COUNTY AND MUNICIPAL ORDINANCES WHEN THEY ARE CHALLENGED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

7.4 RESOLUTION #2022-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING FLORIDA SENATE BILL NO. 1024 AND COMPANION BILL HOUSE BILL NO. 741 IN THE FLORIDA LEGISLATURE, WHICH SEEK TO DECIMATE NET ENERGY METERING AND THE EXPANSION OF ROOFTOP SOLAR ENERGY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

7.5 RESOLUTION #2022-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE LIME SILO MAINTENANCE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2022-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES INC. FOR DESIGN SERVICES RELATED TO THE CITY REQUEST FOR QUALIFICATIONS ("RFQ") NO. 21-033, FOR THE "FRANK C. 'TOOTIE' ADLER PARK IMPROVEMENTS", IN A NOT-TO-EXCEED AMOUNT OF FORTY-SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS ($46,450.00), AND TO PROVIDE AUTHORIZATION TO SOLICIT THROUGH FORMAL BIDDING CONSTRUCTION SERVICES FOR THE IMPROVEMENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Commissioner Lewellen motioned to adopt the Consent Agenda; seconded by Commissioner Davis. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2022-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE CITY'S CODE OF ORDINANCES AMENDING CERTAIN PROVISIONS TO FURTHER ESTABLISH IRRIGATION RESTRICTIONS BY AMENDING CHAPTER 27, ENTITLED "WATER AND SEWERS", AT ARTICLE II, ENTITLED "WATER SHORTAGE REGULATIONS," AT SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION", PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** ***(Continued from February 8, 2022)*** *(Public Services)*

City Attorney Boutsis read the title of Ordinance #2022-009 and noted staff is requesting the item be continued until the March 8, 2022, Commission meeting to allow time to align the policy more closely with Broward County and the South Florida Water Management District irrigation regulations.

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

Commissioner Lewellen motioned to continue Ordinance #2022-009, on second reading, until the March 8, 2022, City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.2 ORDINANCE #2022-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION IN THE PROJECTED AMOUNT OF EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS ($18,100,00.00) TO FUND THE PARKS MASTER PLAN PHASE I – CW THOMAS PARK PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Parks & Recreation)*

City Attorney Boutsis read the title of Ordinance #2022-010.

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

Commissioner Lewellen motioned to adopt Ordinance #2022-010, on second reading; seconded by Commissioner Odman. The motion carried unanimously.

9.3 ORDINANCE #2022-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00) APPROVED BY THE CITY COMMISSION, TO FUND THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Public Services)*

City Attorney Boutsis read the title of Ordinance #2022-011.

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

Commissioner Lewellen motioned to adopt Ordinance #2022-011, on second reading; seconded by Vice-Mayor Salvino. The motion carried unanimously.

9.4 ORDINANCE #2022-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST OF THE PROPERTY OWNER JOHN SCHAAF, TO REZONE LAND AND ALLOCATE FLEXIBILITY UNITS FOR LAND BEARING THE ADDRESS OF 4900 SW 31 AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AMENDING THE CURRENT ZONING CLASSIFICATION FROM ESTATE RESIDENTIAL DISTRICT (E-1) TO RESIDENTIAL MULTIFAMILY DISTRICT (RM); AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-012, Resolution #2022-030, and Resolution #2022-031 as they relate to the same property. She noted the applicant has requested all three items be continued until the March 8, 2022, Commission meeting.

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

Commissioner Lewellen motioned to continue Ordinance #2022-012, on second reading, until the March 8, 2022, City Commission meeting at 7:00 p.m.; seconded by Commissioner Davis. The motion carried unanimously.

9.5 RESOLUTION #2022-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-069-21), THE ALLOCATION OF SIXTEEN (16) FLEXIBILITY UNITS (OT-070-21) AND VARIANCES FOR MAXIMUM BUILDING LENGTH FOR A TOWNHOUSE (VA-105-21), AND FROM THE REQUIREMENT TO INSTALL A SIDEWALK ALONG AN ADJACENT ROADWAY (VA-106-21), SUBMITTED BY GREENSPOON MARDER LLP, ON BEHALF OF SOBELCO, LLC, FOR PROPERTY LOCATED AT 4900 SOUTHWEST 31 AVENUE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A" ("PROPERTY"), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Commissioner Lewellen motioned to continue Resolution #2022-030 until the March 8, 2022, City Commission meeting at 7:00 p.m.; seconded by Commissioner Davis. The motion carried unanimously.

9.6 RESOLUTION #2022-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "DANIA PRESERVE PLAT" (PL-68-21), SUBMITTED BY GREENSPOON MARDER LLP, ON BEHALF OF SOBELCO, LLC, FOR PROPERTY LOCATED AT 4900 SOUTHWEST 31 AVENUE, WITHIN THE CITY

OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A" ("PROPERTY"), A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Commissioner Lewellen motioned to continue Resolution #2022-031, until the March 8, 2022, City Commission meeting at 7:00 p.m.; seconded by Commissioner Davis. The motion carried unanimously.

9.7 RESOLUTION #2022-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A VARIANCE (VA-76-21), SUBMITTED BY THE PROPERTY OWNER, 4300 RAVENSWOOD LLC, FOR PROPERTY LOCATED AT 4300 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-032 and noted the applicant has requested this item be continued until the March 8, 2022, Commission meeting.

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

Commissioner Lewellen motioned to continue Resolution #2022-032 until the March 8, 2022, City Commission meeting at 7:00 p.m.; seconded by Commissioner Odman. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Expansion of the Marine Industry Grant Program - Commissioner Lewellen

Commissioner Lewellen noted there has been a lack of interest in the program; three are currently enrolled. She would like to expand the program to other areas including aviation, construction, health care and life sciences, hospitality and tourism, IT, and retail industries to utilize the funding available more fully and provide more opportunities to the community.

The Commission consensus was to expand the Marine Industry Grant Program to construction, health care, IT, and hospitality.

10.2 Use of the City Logo for Camillus House/Broward Partnership for the Homeless 2022 Loving Soles Shoe Drive Drop Box program - Commissioner Lewellen

Commissioner Lewellen noted she was approached by Camillus House about the shoe drive drop box program; they have partnered with Broward County. The box would be located at City Hall, and they would like to use our logo.

The Commission consensus was to allow the use of the City logo for the Camillus House/Broward Partnership for the Homeless 2022 Loving Soles Shoe Drive Drop Box program.

10.3 Charitable donations and City Commission discretionary expenditures policy - Frank DiPaolo, Director of Finance

Finance Director DiPaolo gave an overview of the charitable donations program which was drafted last fall. We would open the application cycle in October and close it two months later so that the Commission could award the donations early in the new calendar year. Staff would vet the applicants and the Commission would choose which organizations would receive the donation and the amount. He recommends the Commission contingency discretionary accounts projects be brought to the Commission for approval.

Vice-Mayor Salvino noted he is stuck in the middle with charitable donations; the accountability and auditing of the funds are important factors. He felt the discretionary accounts worked well because they accept responsibility for where the money is going.

Mayor James said she would not agree with a surplus because having a non-profit, you are always in the mode of fundraising, and you might have $50,000.00 in the budget but you might not have that amount of money in the bank at that time. It may seem surplus, but it will be going towards programing in the next few months. She wants it to be consistent and she would prefer that everyone gets the same amount of money. We can continue to not have religious based organizations; they have non-profits attached that we could give to. She asked about an audited financial statement.

Finance Director DiPaolo noted they would need a notarized statement from the treasurer.

Mayor James said she wanted Commission approval to give to the Lighthouse for Students from her discretionary account.

Commissioner Davis noted she had pledged to support them as well.

Mayor James asked how much she was going to give them and said she had planned to give them $4,000.00.

Commissioner Davis said she was going to give them $2,500.00.

Mayor James noted she would give them $2,500.00 as well for a total of $5,000.00 together.

Mayor James asked for authorization to work with a vendor for the Summer Financial Literacy program. She mentioned it to Parks & Recreation Director Brown and knows how he feels about it. She knows it is $7,000.00 for them to provide those services at all three parks for our youth during the summertime so she is looking for consensus and authorization to work with a vendor. She asked if there were any issues and there was no response. She asked Finance Director DiPaolo if he had everything he needed to move forward with these two.

Finance Director DiPaolo said yes.

Commissioner Lewellen noted she and Vice-Mayor Salvino have programs at the two elementary schools through the Prestige Club. She said he is doing Collins Elementary, and she would take Dania Beach Elementary. It would be $2,500.00.

The Commission agreed.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke about Valentine's weekend and thanked her colleagues for bringing the Let Love Guide Your Way weathervane to our City, Black History Month, her trip to Tallahassee with the City Manager for legislative meetings, Lighthouse Community Church's 20th anniversary, and the BEAM Team which made mention in County Commissioner Beam Furr's newsletter.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke about the unveiling of the sculpture at Dania After Dark and reminded everyone of the market being held every Saturday at the Community Bible Church.

11.3 Commissioner Odman

Commissioner Odman had no comments.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino spoke of the 20th anniversary of Lighthouse Community Church, upcoming beach cleanups, and Commissioner Beam Furr.

11.5 Mayor James

Mayor James asked about the March 8, 2022, meetings in reference to a court subpoena she received for earlier that day which could present a conflict.

City Attorney Boutsis noted Vice-Chair Salvino could preside at the meetings if she was late or absent.

12. Appointments

12.1 General Employees Pension Board

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia noted the Eagles Nest library has opened in the Human Resources Department and spoke about the unveiling of the Let Love Guide Your Way sculpture. On February 16th, she and Commissioner Davis went to Tallahassee for meetings regarding funding for City projects. On March 1st she will meet with the president of Dania Pointe about Spirit Airlines, and she is working closely with the Fort Lauderdale Alliance and the new Broward County Administrator to keep Spirit Airlines here. She is working with Mayor James and the other committee members putting together the hosting of the BLC meeting in Dania Beach on March 3rd.

Discussion ensued regarding Spirit Airlines and the local delegation being formed to go to Denver. Mayor James felt as Mayor she should be included in representing the City.

13.2 City Attorney

City Attorney Boutsis noted she would like to schedule a Special Meeting for an attorney/client session on March 22nd at 5:00 p.m. to discuss current litigation matters regarding the Citizens for Responsible Development lawsuits.

The Commission consensus was to hold a Special Meeting for an attorney/client session on March 22, 2022, at 5:00 p.m.

13.3 City Clerk - Reminders

Tuesday, March 8, 2022 - 5:30 p.m.	CRA Board Meeting
Tuesday, March 8, 2022 - 7:00 p.m.	City Commission Meeting
Tuesday, March 22, 2022 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:10 p.m.

ATTEST: CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF PARKING FUND CONTINGENCY FUNDS TOTALING SIXTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS ($16,220.00) TO PURCHASE SOLAR POWERED BOLLARDS FOR THE OCEAN PARK PARKING LOT; AUTHORIZING EXCEEDING THE ANNUAL THRESHOLD FOR USE OF CONTINGENCY FUNDS; 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-CONTINGCYFUNDS-PARKINGBOLLARDS-0302222rev2 (003), R-2022-Authorization to Use Parking Fund Contingency Funds to Purchase Solar Bollards for Ocean Park Parking Lot and to Exceed Annual Threshold, QUOTES- SOLAR BOLLARDS

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: AUTHORIZATION TO USE CONTINGENCY FUNDS FOR THE PURCHASE OF SOLAR POWERED BOLLARDS

Request

Public Services is requesting authorization to use Parking Operations Contingency Funds for the purchase of 16 solar powered bollards to be installed at Ocean Park's that will exceed the $25,000 threshold for contingency funds requests.

Background

The restaurant parking area does not have sufficient lighting, which adversely impacts patrons of the establishment in the evening hours. To address this, the installation of 16 turtle compliant bollards equipped with solar powered lighting is being requested for the center parking islands. Ten of the bollards will be used adjacent to the new parking "master meters", while the remaining will be distributed along the two concrete island dividers closest to the pier. Due to the solar power technology incorporated in these bollards, they are more costly than hard-wired ones; however, there will be significant savings in up-front installation costs and ongoing energy savings.

The bollards will not only improve safety but will eliminate the need to rent a light tower during the turtle nesting off-season while providing adequate parking lot lighting during the turtle season. Quotations were sought and listed below. The price for the lowest responsive vendor (Sesco Lighting) being $22,460.

- Sesco Lighting $22,460,00
- Graybar $29,945.92
- Facillitee.com $31,440.00

ORIZATION TO USE CONTINGENCY FUNDS FOR THE PURCHASE
OLAR POWERED BOLLARDS

Budgetary Impact

Funding for the $22,460 cost of the solar powered bollards will be appropriated by transfer of the department that is requesting a purchase order for Sesco Lighting in the amount not to exceed twenty-two thousand four hundred and sixty dollars ($22,460) from the Parking Facilities Repair and Maintenance Account No. 404-45-02-545-46-10. The funding for this purchase will require a budget transfer from Parking Fund Contingency Account No. 404-45-02-545-99-10 to the Parking Facilities Repair and Maintenance Account No. 404-45-02-545-46-10 in the amount of sixteen thousand two hundred and twenty dollars ($16,220).

Recommendation

Public Services requests City Commission approval for the use of contingency funds in the amount of $22,460 for the purchase of 16 solar powered bollards to be installed at the Ocean Park parking lot. Additionally, authorization is requested to exceed the annual contingency fund expenditure threshold of $25,000.

RESOLUTION NO. 2022-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF PARKING FUND CONTINGENCY FUNDS TOTALING SIXTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS ($16,220.00) TO PURCHASE SOLAR POWERED BOLLARDS FOR THE OCEAN PARK PARKING LOT; AUTHORIZING TO EXCEED THE ANNUAL THRESHOLD FOR USE OF CONTINGENCY FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, insufficient lighting during evening hours may impact Ocean Park patrons' safety, making the installation of solar powered bollards a vital improvement; and

WHEREAS, adding the lit bollards along the north side of the parking lot will eliminate the need to rent light towers during turtle nesting off-season; and

WHEREAS, the purchase of sixteen (16) turtle compliant bollards in the amount of $22,460.00 would cause a shortfall of $16,220.00 in the repair and maintenance account that would typically fund the bollards purchase, therefore the purchase requires that funds be taken from the Parking Fund Contingency Account; and

WHEREAS, funds requested from the Parking Fund Contingency Account have now exceeded the threshold of $25,000.00, therefore requiring City Commission approval.

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

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

Section 2. That funding in the amount $22,460.00, for the purchase of 16 turtle complaint solar powered bollards will require a budget transfer from the Parking Fund Contingency Account No. 404-45-02-545-99-10 into the Parking Facilities Repair and Maintenance Account No. 404-45-02-545-46-10 in the amount of $16,220 to cover the shortfall of this purchase.

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

Section 4. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Johnson, Antoine

From: Craig Grillo <cgrillo@sescolighting.com>
Sent: Wednesday, February 16, 2022 11:27 AM
To: Borgos, Luis
Cc: Charlie McGuire
Subject: RE: Solar Amber Bollards

CAUTION This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.

Good Morning Luis,

Great news! Freight would be $300.00 for (16) units.

Do you need me to put together a formal quote for your records? And will you need a Sole Source Letter from the manufacturer?

Any questions, please let me know. Thank you!



Craig Grillo
Outside Sales | Public Sector
737 Shotgun Rd. | Ft. Lauderdale, FL 33326
P: (954) 474-9888 | C: (561) 324-8866 | F: (239) 274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it. PERIOD"



From: Borgos, Luis <lborgos@daniabeachfl.gov>
Sent: Wednesday, February 16, 2022 11:16 AM
To: Craig Grillo <cgrillo@sescolighting.com>
Cc: Charlie McGuire <cmcguire@sescolighting.com>
Subject: RE: Solar Amber Bollards

Hello Craig

Can you get me the freight cost before 12pm. You are the winning bidder.

Luis Borgos
Facilities Foreman| City of Dania Beach
lborgos@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6808 x3782

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Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Craig Grillo <cgrillo@sescolighting.com>
Sent: Tuesday, February 15, 2022 8:12 AM
To: Borgos, Luis <lborgos@daniabeachfl.gov>
Cc: Kallicharan, Carl <ckallicharan@daniabeachfl.gov>; Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>; Rodriguez, Fernando J. <frodriguez@daniabeachfl.gov>; Damian Armas <darmas@sescolighting.com>
Subject: RE: Solar Amber Bollards

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Morning Luis,

Attached are a few photos of existing installations. They did not have any with the specific Amber LED's but figured I would share anyways.

Any questions, please let me know. Thank you!

Craig Grillo
Outside Sales | Public Sector
737 Shotgun Rd. | Ft. Lauderdale, FL 33326
P: (954) 474-9888 | C: (561) 324-8866 | F: (239) 274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it. PERIOD"

From: Craig Grillo <cgrillo@sescolighting.com>
Sent: Monday, February 14, 2022 3:42 PM
To: Borgos, Luis <lborgos@daniabeachfl.gov>
Cc: Kallicharan, Carl <ckallicharan@daniabeachfl.gov>; Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>; Rodriguez, Fernando J. <frodriguez@daniabeachfl.gov>; Damian Armas <darmas@sescolighting.com>
Subject: RE: Solar Amber Bollards

Hi Luis,
Hope you had a nice weekend!

Just got all our answers back from the manufacturer. See my notes and comments below:

-I did confirm that the SP-8 & SP-018 are both available in the amber LED. Both of those options are more expensive than the SL-7 bollard we discussed. Depending on a few options for the SP-8 & SP-018, they will range roughly $250-$300 more per bollard than the SL-7.

-Regarding the sensor questions and verifying that the bollards will be on all night with or without the sensor – These bollards will be on all night with or without the sensor. The bollard will operate at 30% of the full power when the sensor is not engaged and will go up to 100% once the sensor picks-up motion. It will remain on at the 100% for a short period, then go back down to the 30% once the sensor does not pick up any more motion. We are able to manufacturer

the bollard without the sensor, but the output of the fixture would remain at 30% for the duration of the night. Since the solar components (panel & battery) are limited due to the size of the bollard, it will not store enough energy to operate at the full 100% all night.

-The bollards are available with a "marine grade finish." This is not included in their standard finishes and would be considered a custom paint setup. The adder for the marine finish would be $85.00 per bollard.

-Tiered or quantity bases pricing is available. See below:
Quantity of 1-14 bollards: Meteor – SP-7 Solar Bollard, Turtle friendly amber LED, standard finish
Cost per bollard - $1,350.00 each ($85.00 adder for marine finish)+ freight
Quantity of 15-24 bollards: Meteor – SP-7 Solar Bollard, Turtle friendly amber LED, standard finish
Cost per bollard - $1,300.00 each ($85.00 adder for marine finish)+ freight
Quantity of 25-49 bollards: Meteor – SP-7 Solar Bollard, Turtle friendly amber LED, standard finish
Cost per bollard - $1,225.00 each ($85.00 adder for marine finish)+ freight

I think I covered everything we discussed. Let me know if I missed or left anything out. As I mentioned on the phone, once we know the exact quantity and if the options (sensor and/or marine finish) are needed, we can put together a formal quote & provide a sole source letter from the manufacturer. Just in case you need that for procurement.

Please review and let me know if you have any questions. Thank you!

Craig Grillo
Outside Sales | Public Sector
737 Shotgun Rd. | Ft. Lauderdale, FL 33326
P: (954) 474-9888 | C: (561) 324-8866 | F: (239) 274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it. PERIOD"

From: Craig Grillo <cgrillo@sescolighting.com>
Sent: Thursday, February 10, 2022 9:22 AM
To: Borgos, Luis <lborgos@daniabeachfl.gov>
Cc: Charlie McGuire <cmcguire@sescolighting.com>; Kallicharan, Carl <ckallicharan@daniabeachfl.gov>; Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>; Rodriguez, Fernando J. <frodriguez@daniabeachfl.gov>
Subject: RE: Solar Amber Bollards

Morning Luis,

Let me see what I can find out.

Thank you!

Craig Grillo
Outside Sales | Public Sector
737 Shotgun Rd. | Ft. Lauderdale, FL 33326
P: (954) 474-9888 | C: (561) 324-8866 | F: (239) 274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it. PERIOD"

From: Borgos, Luis <lborgos@daniabeachfl.gov>
Sent: Thursday, February 10, 2022 8:17 AM
To: Craig Grillo <cgrillo@sescolighting.com>
Cc: Charlie McGuire <cmcguire@sescolighting.com>; Kallicharan, Carl <ckallicharan@daniabeachfl.gov>; Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>; Rodriguez, Fernando J. <frodriguez@daniabeachfl.gov>
Subject: FW: Solar Amber Bollards

Good morning Craig

We would like to ensure that these fixtures don't only work on motion sensor. We would like them on all night. Can you please confirm. Also, please research if there is a discounted price if we purchase between 12-18 bollards.

Thank you

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Luis Borgos
Facilities Foreman | City of Dania Beach
lborgos@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6808 x3782

Web: daniabeachfl.gov | **App:**AskDaniaBeach
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From: Craig Grillo <cgrillo@sescolighting.com>
Sent: Wednesday, February 9, 2022 5:29 PM
To: Borgos, Luis <lborgos@daniabeachfl.gov>
Subject: Solar Amber Bollards

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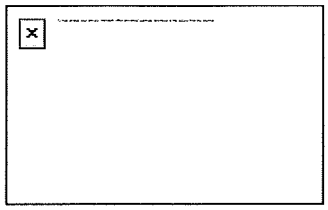
Hi Luis,

Per our conversation, below is the pricing for the Sp-7 bollard. This is one that is on the FWC approved list. I'll let you know about the other two bollards we discussed, as soon as I hear back from the manufacturer.

Meteor – SP-7 Solar Bollard, Turtle friendly amber LED, standard finish
Cost per bollard - $1,350.00 each + freight

Not sure if one of those light shields will be needed. They are generally in the $50-$60 range from what I've seen in the past. I'll confirm that as well with the manufacturer. You would not need to worry about sales tax. The City is exempt when purchasing direct. We would be able to provide a "sole source" letter from the manufacturer which should help satisfy things on the procurement side.

Take a look. Let me know if you have any questions. I'll let you know as soon as I hear back about some of the other items and options we discussed. Thank you!



Craig Grillo
Outside Sales | Public Sector
737 Shotgun Rd. | Ft. Lauderdale, FL 33326
P: (954) 474-9888 | C: (561) 324-8866 | F: (239) 274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it. PERIOD"



SESCO LIGHTING

FT LAUDERDALE
737 Shotgun Rd
Ft Lauderdale FL 33326
P 954-474-9888 | F: 954-474-9773

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

To:	Job/Project Name:
City of Dania Beach	DANIA BEACH - AMBER BOLLARDS

Contractor:	Bid Date:	Location:

Specifiers:	Contact Name:	Type:

Remarks:

Qty	Type	Mfg	Description	Price
16		METEOR	SP-7-AMB-BLK-WD-AKS-NO SENSOR-MARINE FINISH; METEOR FWC APPROVED SOLAR BOLLARD	
			-BOLLARD IS ON THE FWC APPROVED LIST	
			-FREIGHT IS INCLUDED	
			-SALES TAX IS NOT INCLUDED (CITY IS EXEMPT)	
			TOTAL:	**$22,460.00**

Prices Firm for Entry By:	Shipment By:	Lead Time:
30 Days	2/15/2022	Varies by Mfg
Printed By:	**Email:**	**Date:**
Grillo, Craig	cgrillo@sescolighting.com	2/16/2022

> Price per BOM only
> Complete quote must be used; no partials
> Spare material, allowances, dimmers and sales tax NOT included unless noted
> Prices include standard finishes only unless noted
> Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
> Pole wind load calculations do not include structural base engineering
> Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
> All warranties as per manufacturers terms
> All shipments FOB origin
> Deposits may be required as noted at time of breakdown
> Quotation valid 30 days
> Hold for Release orders do not secure project pricing but may be required for factory drawings
> Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time

Johnson, Antoine

From: Damien Condo <dcondo@facillitee.com>
Sent: Wednesday, February 16, 2022 9:55 AM
To: Borgos, Luis
Cc: Kallicharan, Carl
Subject: Re: Turtle complaint fixtures
Attachments: METEOR-Solar-LED-Bollard-SP-7-Specification_rRR8Dcj.pdf

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Hello Luis

Please find the pricing with freight from California for the Meteor LED SP7 Bollard below:

- SP7-AMB-BLK-WD-AKS - $1835 each
- SP7-AMB-BLK-WD-AKS Marine Grade - $1965 each

Sensors can be included at no additional cost. The spec sheet is attached below. I can draw up a proper estimate/invoice if/when you select which option is needed.

Let me know if you have any questions, comments, concerns, or updates.

Thank you,

Damien

On Tue, Feb 15, 2022 at 9:54 AM Damien Condo <dcondo@facillitee.com> wrote:

> Good Morning Luis,
>
> I'll do my best but I'm still waiting for the manufacturer rep to provide pricing & lead time info. As soon as I receive the info back I'll relay it to you.
>
> Thank you,
>
> Damien

On Tue, Feb 15, 2022 at 9:49 AM Borgos, Luis <lborgos@daniabeachfl.gov> wrote:

> Hello Damien
>
> Can you provide the quote by today or tomorrow morning?
>
> Thank you

Sent via the Samsung Galaxy Z Flip3 5G, an AT&T 5G smartphone
Get Outlook for Android

Luis Borgos
Facilities Foreman| City of Dania Beach
lborgos@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6808 x3782

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From: Damien Condo <dcondo@facillitee.com>
Sent: Monday, February 14, 2022 12:38:50 PM

To: Borgos, Luis <lborgos@daniabeachfl.gov>
Cc: Kallicharan, Carl <ckallicharan@daniabeachfl.gov>
Subject: Re: Turtle complaint fixtures

--
Sent from Gmail Mobile

--
Damien Condo
Energy Efficiency Consultant
M: 561-449-1105
Facillitee.com

Facillitee.com

Hello Luis

Please find the pricing with freight from California for the Meteor LED SP7 Bollard below:

- SP7-AMB-BLK-WD-AKS - $1835 each
- SP7-AMB-BLK-WD-AKS Marine Grade - $1965 each

Sensors can be included at no additional cost. The spec sheet is attached below. I can draw up a proper estimate/invoice if/when you select which option is needed.

Let me know if you have any questions, comments, concerns, or updates.

Thank you,

Damien Condo
Energy Efficiency Consultant
M: 561-449-1105
Facillitee.com

ADVANCED HIGH CEILING

SP-7/SP-7s - Smart Illuminating Bollard

Motion Sensor / No Wiring

METEOR



SP-7 is the first solar LED bollard to incorporate motion sensor offering unparalleled brightness and extended operational period. Dimming mode is set at 1/3 brightness and lights to 100% brightness for 1 minute when motion sensor is triggered. The low profile design makes it ideal for applications such as university campuses, museums, shopping malls, airports, etc.

IP65

Quantity 16

Project DANIA BEACH PIER BOLLARDS

Note

Type

General

Housing:	Extruded aluminum
Finish:	Black, Grey, Platinum silver
Mounting:	Embedded, Surface mounted (please refer to installation guide)
Anchorage:	Anchor base with stainless steel anti-theft screws

Operational

Average Sunlight Exposure:	2~3 Hours(sunny) to 5~8 hours (overcast or rainy) to Maintain Function*
Average Operation Time:	Minimum 12 hours (extra stored power will carry over to next day)
Solar Deprivation Limit:	5 days*
Switch:	Auto photo sensor
On/Off Level:	1.5 / 3 footcandle
Temperature Range:	-40º F to 176º F
Distribution:	Narrow or Wide
Weight	22 lbs (SP-7) / 15.5 lbs (SP-7s)

*To maintain function, unit requires 3~4 hours (sunny) to 5~8 hours (overcast/rainy) of UV exposure. Extra charge will be stored for next day use. Fully charged, the unit can last 3-4 rainy days.

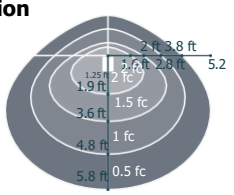
Solar LED Specification

Solar Panel:	Crystalline silicon
Lifespan of Solar Panel:	20 yrs
LED Brand:	Nichia
Available LED colors:	White(5700K), Neutral White(4000K), Warm White(3000K), Amber
LED Rated Life:	> 60,000 Hours (L70)
Power Storage:	Panasonic industrial battery pack(Lifespan: 8-10 years)

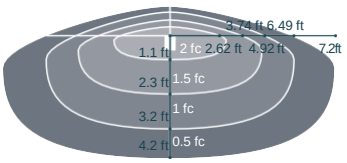
Warranty

3 year limited warranty. See www.meteor-lighting.com for details.

Distribution



Narrow



Wide

*METEOR LIGHTING reserves the right to make changes to this product at any time without prior notice and such modification shall be effective immediately.

ADVANCED HIGH CEILING

SP-7/SP-7s - Smart Illuminating Bollard

Motion Sensor / No Wiring

METEOR

How To Specify

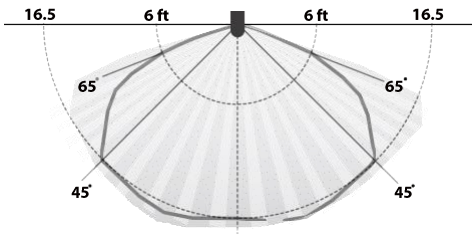
Ordering Example: SP7-AMB-BLK-NR-AKE-1S

Model	CCT	Finish	Distribution	Anchorage	Optional
SP7	**30K** (3000K)	**BLK** (Black)	**NR** (Narrow)	**AKE** (Embedded)	**1S** (1 Sensor)
SP7s	**40K** (4000K)	GRY (Gray)	**WD** (Wide)	**AKS** (Surface Mounted)	**NS** (No Sensor)
	57K (5700K)	PTS (Platinum silver)			**MGF** (Marine Grade Finish)
	AMB (Amber)		Narrow Wide		

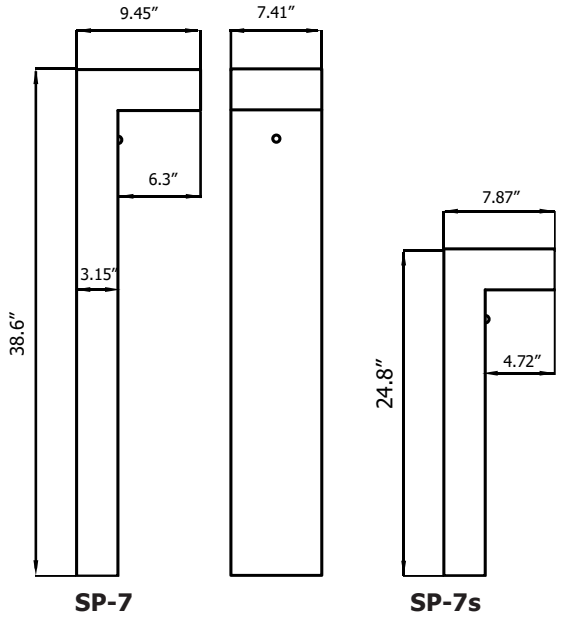
Motion Sensor Detection type

SP-7 Smart Solar Illuminating Bollard incorporates the latest infrared motion sensor. The high performance motion sensor detects abrupt changes in temperature within a 16.5ft radius. Movement within designated radius is necessary to trigger sensor to turn on.

TOP VIEW



Dimensions



*METEOR LIGHTING reserves the right to make changes to this product at any time without prior notice and such modification shall be effective immediately.

1255 NW 21ST ST
POMPANO BEACH FL 33069-1428
Phone: 954-633-6300
Fax: 954-971-7029

To: CITY OF DANIA
100 W DANIA BEACH BLVD
DANIA FL 33004
Attn: Luis Borgos
Phone: 954-921-8700
Email:
Fax:

Date: 02/15/2022
Project Name: **SOLAR AMBER LED**
GB Quote #: **0239982498**
Purchase Order Nbr:
Release Nbr: LUIS BORGOS
Additional Ref#:
Revision Nbr:
Valid From: 02/15/2022
Valid To: 03/17/2022
Contact: ANTHONY PATTERSON
Email: anthony.patterson@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	16	METEOR LIGHTING	SP-7-AMB-BLK -WD-AKS-1S; METEOR FWC APPRO		$1,756.76	1	$28,108.16
GB Part#:NOF ML3 METEOR							
200	16	METEOR LIGHTING	ADDER FOR MARINE FINISH		$114.86	1	$1,837.76
GB Part#:NOF ML3 METEOR							

Total in USD (Tax not included): $29,945.92

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF DANIA
100 W DANIA BEACH BLVD
DANIA FL 33004
Attn: Luis Borgos

Date: 02/15/2022
Project Name: **SOLAR AMBER LED**
GB Quote #: **0239982498**

Proposal

We appreciate your request and take pleasure in responding as follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY APPROVE THE PURCHASE OF GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER THE RENEWAL BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-03-22 VALID THROUGH MARCH 14, 2027, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) EACH YEAR THAT THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

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

Fiscal Impact/Cost Summary

Exhibits Attached
C-MEMO-PCONSOLDTD-POMPANO-CO-OP-032222rev (002) (002), R-2022- Port Consolidated, Inc. Gasoline and Diesel Fuel Purchases Retroactive Approval and Agreement (Piggyback Pompano Beach), E-03-22 Initial Contract (Term 3-15-2022 3-14-2027) (003)

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: APPROVAL OF THE PURCHASE OF GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-03-22 IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF $25,000.00 EACH FISCAL YEAR

Request

Public Services Department (PSD) is requesting the approval of purchase of gasoline and diesel fuel from Port Consolidated, Inc. under Southeast Florida Governmental Purchasing Co-op Group (SFGC) Contract E-03-22 valid from March 15, 2022, through March 14, 2027, in an amount that will exceed the annual vendor threshold of $25,000.00 each fiscal year.

Background

Port Consolidated, Inc. (PC) has provided reliable, responsive, and effective fuel services to the City since 2017. PC also has been extremely responsive during hurricane season for the additional fuel deliveries required. The City of Pompano Beach renewed the existing Southeast Florida Government Purchasing Co-op Group BID No, RFP E-03-22 with Port Consolidated, Inc. valid March 15, 2022, through March 14, 2027, without a cost increase. By employing the Pompano Beach SFGC contract PSD can continue using PC's fueling delivery services for the duration of the contract.

Budgetary Impact

Funding for this project will be appropriated from the respective departments' operating budgets (52-10: supplies gasoline and diesel fuel). These accounts were approved in the City's FY22 budget.

Recommendation

PSD is recommending City Commission approval the purchase of gasoline and diesel fuel from Port Consolidated, Inc. under Southeast Florida Governmental Purchasing Co-op Group Contract E-03-22 valid from March 15, 2022, through March 14, 2027, in an amount that will exceed the annual vendor threshold of $25,000.00 each fiscal year.

RESOLUTION NO. 2022-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO RETROACTIVELY APPROVE THE PURCHASE OF GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER THE RENEWAL BETWEEN THE CITY OF POMPANO BEACH AND THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-03-22 VALID THROUGH MARCH 14, 2027, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) EACH YEAR THAT THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department has an ongoing need to purchase gasoline and diesel for the City's vehicle and equipment fleet; and

WHEREAS, the City of Pompano Beach recently renewed the existing Southeast Florida Government Purchasing Co-op Group BID No, RFP E-03-22 with Port Consolidated, Inc. valid beginning March 15, 2022 through March 14, 2027, without any cost increase; and

WHEREAS, City Administration recommends to retroactively approve a new Agreement with Port Consolidated, Inc. utilizing the renewal documents between the City of Pompano Beach and Port Consolidated, Inc., to provide unleaded gasoline and diesel fuel; and

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

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

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

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

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

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

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

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND PORT CONSOLIDATED, INC., A FLORIDA CORPORATION, UNDER A SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID, RFP NO. E-03-22, (PRESENTLY EXISTING AND RECENTLY RENEWED BETWEEN THE CONTRACTOR AND CITY OF POMPANO BEACH, FLORIDA), TO PURCHASE GASOLINE AND DIESEL FUEL FOR USE BY THE CITY OF DANIA BEACH.

This is an Agreement (the "Agreement") dated between the City of Dania Beach, Florida, a municipal corporation ("City") and Port Consolidated, Inc., a Florida corporation ("Contractor"), with a physical address of 3141 SE 14th Avenue, Fort Lauderdale, Florida 33316, and a mailing address of Post Office Box 350430, Fort Lauderdale, Florida 33335.

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

1. The Agreement existing between the Contractor and the City of Pompano Beach and any amendment(s) to it, under an award by the City of Pompano Beach of a contract (the agreement and related Proposal No. E-03-22, a copy of which is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Pompano Beach, or any city for these same services, then Contractor shall provide such lower service rates to the City.

2. The goods to be provided to the City consist of gasoline and diesel fuel.

3. The term of this Agreement shall be for five (5) years retroactively beginning on March 15, 2022, through March 14, 2027.

4. That in all other respects, the terms of the Pompano Beach agreement apply to this Agreement.

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

_____
THOMAS SCHNEIDER, CMC
CITY CLERK

_____
TAMARA JAMES
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

_____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

_____
EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

CONTRACTOR:
PORT CONSOLIDATED, INC., a Florida corporation

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2022

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on_____, 2022, by _____as _____ of Port Consolidated, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____as identification.

_____
Notary Public, State of Florida

_____
Print Name

My Commission Expires:

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

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

BID/RFP No. RFP E-03-22

Description/Title: Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group

Initial Contract Term: Start Date: March 15, 2022 End Date: March 14, 2027

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 5 years (Period of Time)

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1 VENDOR AWARD

Vendor Name: Port Consolidated, Inc.

Vendor Address: P.O Box 350430, Ft. Lauderdale, FL, 33335

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com

Website: _____ FEIN: 59-1173292

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Feb. 24, 2022 Resolution/Agenda Item No.: Ord. 2022-30

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060

Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com

Telephone: 954-786-5504 Fax: _____

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ORDINANCE NO. 2022-30

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE SERVICE CONTRACT NO. 1356 BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8th day of February, 2022.

PASSED SECOND READING this 22nd day of February, 2022.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:

/jrm
1/20/22
L:ord/2022-103

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SERVICE CONTRACT No. 1356

THIS AGREEMENT is made and entered into on February 24, 2022, by the City of Pompano Beach ("City") and Port Consolidated, Inc., a ("Contractor").

WHEREAS, City requires the purchase and delivery of unleaded gasoline and diesel fuel, which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

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

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-03-22; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

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

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-03-22, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

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5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

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

7. Price Formula and Invoices.

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

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. 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.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Donald R. Carlton, Jr., President
P.O. Box 350430 Fort Lauderdale,
33335 Office:
Email: (800) 683-5823
dcarlton@portconsolidated.com

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If to City: Robert McCaughan, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4097
Email: Robert.McCaughan@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

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12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder , sabotage, accident , flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

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B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

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

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

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

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representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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

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

21. Contractor 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.

22. 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

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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

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

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B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. 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.

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30. Headings. The headings or titles to Articles 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.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." 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. 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 or County 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

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

37. 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.

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

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
62AB0835850F4A...
ASCELETA HAMMOND, CITY CLERK

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA604A1...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

"CONTRACTOR"

Port Consolidated, Inc.

Witnesses:

By: _____
Donald R. Carlton, Jr., President

_____
Michael A. Simmons
(Print or Type Name)

_____
Noel D Hardy
(Print or Type Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 45130
My Commission Expires
October 06, 2024

_____
NOTARY PUBLIC, STATE OF FLORIDA

Leidy G. Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130
Commission Number

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-03-22

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

OPENING: NOVEMBER 29, 2021, 2:00:00 P.M.
Virtual Zoom Meeting
For access go to:
https://pompanobeachfl.gov/pages/meetings

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

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

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

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

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

Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the Lead Agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the Lead Agency.

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

"WORKING TOGETHER TO REDUCE COSTS"

Issued: October 28, 2021

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-03-22
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), November 29, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. 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. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Introduction

The City intends to establish a contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the Lead Agency for the Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

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

B. Scope Of Services and Attachments

Attachment "A" – Specifications and Requirements
Attachment "B" – Delivery Locations-Tank Size.
Attachment "C" – Current Port Consolidated Contract
Attachment "D" – Cooperative Volume Report

Attachment “E” – Applicable Fuel Taxes
Attachment “F” – Sample Invoice

C. Responsiveness and Responsibility items:

Responsiveness. The following items must be provided by Proposers with their Proposal. At the discretion of the Lead Agency’s General Services Director, the Lead Agency reserves the right, after the opening of the RFP, but prior to the start of evaluations of Proposals, to request a missing or corrupted item(s) of a Proposer. Proposer must provide said item no later than three (3) business days after such request is made by Lead Agency. Failure to provide these items shall result in the Proposer being deemed non-responsive, and its Proposal disqualified. Proposer must provide the following with its Proposals:

a. Documentation evidencing specialized experience in the delivery of products and demonstrate a capability to provide the products to the Cooperative entire geographical area (including, but not limited to Miami-Dade, Broward and Palm Beach Counties).

b. References of representative customers of comparable size and scope to the Cooperative for which the Proposer supplies product. Reference list must include names and addresses of each customer’s contact (email, phone number, address, etc.) and description of current business relationship.

c. Proof that Proposer can meet the included estimated product usage requirements of the Cooperative’s participating agencies. If the Proposer is not a fuel distributer (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

Responsibility. The following items shall be used by the City to evaluate each Proposer’s responsibility:

a. Licenses required for the services.

b. City reserves the right during evaluation and up to negotiations with the Successful Proposer to request financial information to determine Proposer’s financial solvency and ability to fulfill delivery of the product during the term of the contract.

c. Proposer’s past performance, including any feedback from references.

d. City will review the Proposer’s business organization to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Proposer’s response.

e. Disclose of any litigation within the past five (5) years arising out of your company’s performance. City reserves the right, at its sole discretion, to deem a Proposer non-responsible and disqualify the Proposer.

D. Participating Agencies

Refer to Attachment B - Delivery Locations-Tank Size.

E. Term of Contract

City reserves the right to negotiate up to a five-year contract with the Successful Proposer, renewals, or any term that the City deems best meets its needs and the needs of the Cooperative.

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

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor must continue to deliver and provide services upon the request of the City's 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. This paragraph shall survive the expiration of the contract.

F. Required Proposal Submittal

Submission/Format Requirements

Sealed Proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

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

1. Cover letter: A cover letter signed by an authorized representative of the company. The letter should present an overview of the Proposer's organization and will include the company's name, address, principal contact person for this Proposal, e-mail address, phone number, and fax number. A brief description of the company's history and corporate affiliations.

2. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

3. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the Proposal. Proposers should

describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

4. ***Contingency plan of action. Companies should describe a plan of action to*** **assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.**

5. Price Proposal*:* Submit your firm, fixed price Proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 “pricing methodology” with the Proposal response.

6. Proposers may include additional services, such as the ability of the Lead Agency and Cooperative to pre-purchase fuel or lease storage space for fuel as part of a comprehensive Emergency Plan.

7. Responsiveness and Responsibility items as described above.

8. Alternate Proposals:

   a. An option is afforded to all Proposers to submit, in addition to their original Proposal, an alternate Proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative Proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

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

   c. Proposers wishing to provide an alternate Proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of

standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential Proposers shall become part of this RFP and any resulting contract.

City Forms:
The RFP Proposer Information Page Form must be signed by an authorized company representative and included with the Proposal that is electronically submitted through the City's eBid System.

G. Insurance

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

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

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division at (954) 786-4098. If the contract has already been awarded, please direct any inquiries 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 Contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Contract, 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 Contract.

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

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

   a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Contract.

   b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
__	owned	
__	hired	
__	non-owned	
REAL & PERSONAL PROPERTY		
__	comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY			Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	$4,000,000	$4,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis		$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

a. Certificates of Insurance evidencing the required coverage;

b. Names and addresses of companies providing coverage;

c. Effective and expiration dates of policies; and

d. A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

The Successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award

of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

H. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria:

	Criteria	Point Range
1.	**Company Qualifications and Capabilities** (Factors including but not limited to those identified below) • Fuel supply delivery capability from Port Everglades • Delivery capabilities, such as transportation fleet and personnel	0-35
2.	**Emergency Supply Capabilities** (Factors including but not limited to those identified below) • Control of storage facilities in Tri-County area, and surrounding Counties • Contingency plan of action • Availability of additional emergency storage outside the vicinity of the Tri-County area and surrounding Counties • Availability of trucks and drivers from outside the Tri-County and surrounding counties • Percentage of supply contracted with fuel terminals versus spot purchases based on supplied volume report	0-30
3.	**References** (Factors including but not limited to the following) • Years servicing each referenced customer • Number of locations that the Proposer services for the referenced customer and their capacity	0-10
4.	**Cost**	0-25
	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 company should submit documentation that evidences the company’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 company 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 companies deemed to be the most highly qualified to perform the service. If three or fewer companies 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.

I. 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.

J. Right to Audit

Successful Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers), originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Successful Proposer or any of its payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective

date of the contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Successful Proposer pursuant to the contract.

City's agent or its authorized representative shall have access to the Successful Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Successful Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Successful Proposer pursuant to the contract.

K. Retention of Records and Right to Access

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, 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

3. The Successful Proposer shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Successful Proposer must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The Successful Proposer 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.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company 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 companies that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of companies.

M. 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.

N. Independent Contractor

The Successful Proposer will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the Successful Proposer shall be by employees of the company and subject to supervision by the company, 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 contract shall be those of the company.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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 delivery of product and 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.

T. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred and twenty days (120) days from the closing date of this solicitation.

U. RFP Conditions and Provisions

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

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

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

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

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

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

V. Standard Provisions

2. Licenses

In order to perform public work, the Successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

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

4. Drug Free Workplace

The Successful Proposer will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

It is assumed the Successful Proposer 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 Proposer will in no way relieve the company from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its Proposal without prejudice no later than the advertised deadline for submission of Proposals by using the “Retract” feature of the City’s eBid System..

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the Proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or

personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

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

W. Questions and Communication

Each Proposer will examine all Request for Proposal (RFP) documents and will judge all matters relating to the adequacy and accuracy of such documents. All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. No further questions will be accepted after this date. 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.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP 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 _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

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

1. SPECIFICATIONS

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

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

1.2 Additional, Optional Fuel Products:

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

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

2. PRICING METHODOLOGY:

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

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

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

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

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

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

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per Section 2.1. (Differential to be constant regardless of the applicable RVP.)

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

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

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

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

2.6 Alternative Fuels

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

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

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

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

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

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

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

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

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

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

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

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

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

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

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

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

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

11. PRIORITY DELIVERIES:

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

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

12. WORK SITE SAFETY/SECURITY:

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

13. ADDITION OF DELIVERY SITES:

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

RFP E-03-22			Attachment "B"	10/27/2021	
DIESEL FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	490,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	200,000	Below
BCFM			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	
			W Regional Courthouse	610	
			Medical Examiner	4,000	
			Booher Bldg.	1,000	
			EOC	15,000	
			BCGC West Tank 1	10,000	
			BCGC West Tank 2	10,000	
			1200 Garage	550	
			Gov. Center	2,000	
			Central Warehouse	275	
			NW Regional Library	100	
			Mental Health	375	
			N Homeless Shelter	310	
			Hughes Bldg.	100	
			African American Library	155	
			S Regional Maint Ctr	200	
	Roger Jeremiah	954 357-6112	Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315	527	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCFS	Dan Smith/Desiree Antonucci	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	10,000	Below
	Dan Smith/Patrick Irving	954 357-5443/5441	Fleet Svc Ctr #3 1600 Blount Rd., Pompano Bch 33069	16,000	Below
	Dan Smith	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Billy Catlow	954-831-0865	WWS 2555 W Copans Rd., Pompano Bch 33069	10,000	Below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Roger Underwood	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue,Ft. Lauderdale 33315	12,000	Below
	Sonia McKenzie	954 765-4062 x229	Mosquito Ctrl 1200 Airport Road., Pembroke Pines 33023	2,500	Below
	Staff	954-359-0792	Airport Fire Rescue 250 Tamiami Dr Gate 100, Ft. Lauderdale 33155	1,500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	1,000	Above
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	City Hall, 201 W Palmetto Park Rd	1,000	Above
			BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
			Fire Station 1, 1151 N Federal Hwy	1,000	Above
			Fire Station 5, 2333 W Glades Rd	1,000	Above
			Police Services, 100 NW Boca Raton Blvd	2,000	Below
			6500 Bldg., 6500 Congress Ave.	6,000	Above
			Sugar Sand, 300 S Military Trail	550	Above
			Downtown Library, 400 NW 2nd Ave.	3,200	Above
			Spanish River, 3001 N Ocean Blvd.	250	Above
	Ramy Maharaj	561 338-7316	Tank 55A, 1401 Glades Rd dyed diesel	6,000	Above
		dyed diesel	Yamato Rd Generator Bldg. 2150 NW 51 St	6,000	Above
		dyed diesel	18th St. Booster Pump Sta, 1700 SW 18th St	2,000	Above
	Juan Garland	561 212-5402	Dredge-Boca Raton Inlet, A1A at Camino Real	1,000	Above
	Harri Mangroo	561 416-3382	Fire Support Generators, 800 Banyan Trail	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station 2 Generator - 903 W Palmetto Park Rd	500	Above
			Fire Station 3 Generator - 100 S Ocean Dr.	500	Above
			Fire Station 4 Generator - 351 NW 51 St	500	Above
			Fire Station 6 Generator - 1901 Clint Moore Rd.	400	Above
			Fire Station 7 Generator, 3001 W Yamato Rd.	500	Above
			Fire Station 8 Generator, 190 SW 18 St	500	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	24000	Below
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	24000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	24000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	24000	Below
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	24000	Below
SBBC diesel generators					
Arthur R. Ashe, Jr. Middle (primary public shelter)	Becky Edwards	(754) 321-4750	1701 NW 23 Avenue, Fort Lauderdale, FL 33311	389	
Atlantic Technical Center	Becky Edwards	(754) 321-4750	4700 Coconut Creek Parkway, Coconut Creek, FL 33063	250	
Attucks Middle	Becky Edwards	(754) 321-4750	3500 North 22 Avenue, Hollywood, FL 33020	550	
BECON/Instructional TV (mobile unit)	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	150	Above
BECON/Instructional TV (TV tower)	Becky Edwards	(754) 321-4750	4991 SW 28 Street, Hollywood, FL 33023	900	
Boyd Anderson High	Becky Edwards	(754) 321-4750	3050 NW 41 Street, Lauderdale Lakes, FL 33309	1060	
Broadview Elementary	Becky Edwards	(754) 321-4750	1800 SW 62 Avenue, Pompano Beach, FL 33068	75	
Central Park Elementary	Becky Edwards	(754) 321-4750	777 North Nob Hill Road, Plantation, FL 33324	250	
Coconut Creek High	Becky Edwards	(754) 321-4750	1400 NW 44 Avenue, Coconut Creek, FL 33066	366	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Glades High (primary public shelter)	Becky Edwards	(754) 321-4750	2700 Sportsplex Drive, Coral Springs, FL 33065	380	
Coral Park Elementary	Becky Edwards	(754) 321-4750	8401 Westview Drive, Coral Springs, FL 33067	1000	
Country Hills Elementary	Becky Edwards	(754) 321-4750	10550 Westview Drive, Coral Springs, FL 33076	500	
Country Isles Elementary	Becky Edwards	(754) 321-4750	2300 Country Isles Road, Weston, FL 33326	550	
Cresthaven Elementary	Becky Edwards	(754) 321-4750	801 NE 25 Street, Pompano Beach, FL 33064	250	
Cypress Bay High	Becky Edwards	(754) 321-4750	18600 Vista Park Blvd., Weston, FL 33332	500	
William Dandy Middle	Becky Edwards	(754) 321-4750	2400 NW 26 Street, Fort Lauderdale, FL 33311	370	
Dillard Elementary	Becky Edwards	(754) 321-4750	2330 NW 12 Court, Fort Lauderdale, FL 33311	250	
Dillard High Performing Arts	Becky Edwards	(754) 321-4750	2501 NW 11 Street, Fort Lauderdale, FL 33311	600	
Discovery Elementary	Becky Edwards	(754) 321-4750	8800 NW 54 Court, Sunrise, FL 33351	660	
Charles Drew Elementary	Becky Edwards	(754) 321-4750	1000 NW 31 Avenue, Pompano Beach, FL 33069	250	
Driftwood Middle	Becky Edwards	(754) 321-4750	2751 N 70 Terrace, Hollywood, FL 33024	390	
Blanche Ely High	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High Performing Arts	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High (new campus wing)	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	700	
Endeavor Primary Learning Center Elementary	Becky Edwards	(754) 321-4750	2701 NW 56 Terrace, Lauderhill, FL 33313	172	
Everglades High (secondary public shelter)	Becky Edwards	(754) 321-4750	17100 SW 48 Court, Miramar, FL 33027	530	
Flamingo Elementary	Becky Edwards	(754) 321-4750	1130 SW 133 Avenue, Davie, FL 33325	119	
Forest Glen Middle	Becky Edwards	(754) 321-4750	6501 Turtle Run Blvd., Coral Springs, FL 33067	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	525	
Hallandale Elementary	Becky Edwards	(754) 321-4750	900 SW 8 Street, Hallandale Beach, FL 33009	400	
Hawkes Bluff Elementary	Becky Edwards	(754) 321-4750	5900 SW 160 Avenue, Southwest Ranches, FL 33331	450	
Heron Heights Elementary	Becky Edwards	(754) 321-4750	11010 Nob Hill Road, Parkland, FL 33076	500	
Hollywood Central Elementary	Becky Edwards	(754) 321-4750	1700 Monroe Street, Hollywood, FL 33020	300	
Hollywood Hills Elementary	Becky Edwards	(754) 321-4750	3501 Taft Street, Hollywood, FL 33021	390	
Hollywood Park Elementary	Becky Edwards	(754) 321-4750	901 North 69 Way, Hollywood, FL 33024	180	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
James S. Hunt Elementary	Becky Edwards	(754) 321-4750	7800 NW 35 Court, Coral Springs, FL 33065	78	
Indian Ridge Middle (special needs public shelter) (2 each)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	500 (2 each)	
Indian Ridge Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	5200	
Indian Trace Elementary	Becky Edwards	(754) 321-4750	400 Indian Trace, Weston, FL 33326	250	
William T. McFatter Technical Center	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	350	
McNicol Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1602 South 27 Avenue, Hollywood, FL 33020	5200	
Miramar Elementary	Becky Edwards	(754) 321-4750	6831 SW 26 Street, Miramar, FL 33023	270	
Miramar High	Becky Edwards	(754) 321-4750	3601 SW 89 Avenue, Miramar, FL 33025	365	
Mobile Unit (45 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	79	Above
Mobile Unit (80 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (125kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (140kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	200	Above
Mobile Units (300 kW) (3 each)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400 (3 each)	Above
Mobile Unit (400 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400	Above
Mobile Unit (1750 kW)	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	2500	Above
Mobile Units (230kW) (3 each)	Becky Edwards	(754) 321-4750	Bad condition. Slated for salvage.	200 (3 each)	Above
Monarch High (primary public shelter)	Becky Edwards	(754) 321-4750	5050 West Wiles Road, Coconut Creek, FL 33073	366	
New Renaissance Middle (primary public shelter)	Becky Edwards	(754) 321-4750	10701 Miramar Blvd., Miramar, FL 33025	550	
New River Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	3100 Riverland Road, Fort Lauderdale, FL 33312	1100	
North Area Bus Terminal	Becky Edwards	(754) 321-4750	2300 NW 18 Street Pompano Beach, FL 33062	400	

					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Northeast High	Becky Edwards	(754) 321-4750	700 NE 56 Street, Oakland Park, FL 33334	1475	
Nova Eisenhower Elementary	Becky Edwards	(754) 321-4750	6501 SW 39 Street, Davie, FL 33314	500	
Olsen Middle	Becky Edwards	(754) 321-4750	330 SE 11 Terrace, Dania Beach, FL 33004	500	
Palm Cove Elementary	Becky Edwards	(754) 321-4750	11601 Washington Street, Pembroke Pines, FL 33025	270	
Park Springs Elementary	Becky Edwards	(754) 321-4750	5800 NW 66 Terrace, Coral Springs, FL 33067	250	
Henry D. Perry Middle	Becky Edwards	(754) 321-4750	3400 Wildcat Way, Miramar, FL 33023	560	
Pines Middle	Becky Edwards	(754) 321-4750	200 North Douglas Road, Pembroke Pines, FL 33024	366	
Pompano Beach Middle	Becky Edwards	(754) 321-4750	310 NE 6 Street, Pompano Beach, FL 33060	308	
Quiet Waters Elementary	Becky Edwards	(754) 321-4750	4150 West Hillsboro Blvd., Deerfield Beach, FL 33442	250	
Ramblewood Elementary	Becky Edwards	(754) 321-4750	8950 Shadowood Blvd., Coral Springs, FL 33071	145	
Riverland Elementary	Becky Edwards	(754) 321-4750	2600 SW 11 Court, Fort Lauderdale, FL 33312	250	
Riverside Elementary	Becky Edwards	(754) 321-4750	11450 Riverside Drive, Coral Springs, FL 33071	550	
Rock Island Elementary	Becky Edwards	(754) 321-4750	2350 NW 19 Street, Fort Lauderdale, FL 33311	389	
Safety Department	Becky Edwards	(754) 321-4750	4200 NW 10 Avenue, Fort Lauderdale, FL 33309	4000	
Sanders Park Elementary	Becky Edwards	(754) 321-4750	800 NW 16 Street, Pompano Beach, FL 33060	90	
Sandpiper Elementary	Becky Edwards	(754) 321-4750	3700 Noth Hiatus Road, Sunrise, FL 33351	550	
Sawgrass Springs Middle	Becky Edwards	(754) 321-4750	12500 West Sample Road, Coral Springs, FL 33065	500	
Sea Castle Elementary	Becky Edwards	(754) 321-4750	9600 Miramar Blvd., Miramar, FL 33025	250	
Sheridan Technical Center	Becky Edwards	(754) 321-4750	5400 Sheridan Street, Hollywood, FL 33021	280	
Silver Lakes Middle	Becky Edwards	(754) 321-4750	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068	137	
Silver Ridge Elementary	Becky Edwards	(754) 321-4750	9100 SW 36 Street, Davie, FL 33328	550	
Silver Trail Middle (primary public shelter) (2 each)	Becky Edwards	(754) 321-4750	18300 Sheridan Street, Southwest Ranches, FL 33331	500 (2 each)	
South Area Bus Terminal	Becky Edwards	(754) 321-4750	900 South University Drive, Pembroke Pines, FL 33025	500	
South Broward High	Becky Edwards	(754) 321-4750	1901 North Federal Highway, Hollywood, FL 33020	358	
South Plantation High	Becky Edwards	(754) 321-4750	1300 Paladin Way, Plantation, FL 33317	400	
Southwest Bus Terminal (Garage)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	2700	
Southwest Bus Terminal (Transportation Building)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	3500	
Stirling Elementary	Becky Edwards	(754) 321-4750	5500 Stirling Road, Hollywood, FL 33021	250	

					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Marjory Stoneman Douglas High	Becky Edwards	(754) 321-4750	5901 Pine Island Road, Parkland, FL 33067	500	
Sunrise Middle	Becky Edwards	(754) 321-4750	1750 NE 14 Street, Fort Lauderdale, FL 33304	450	
Sunset Learning Center (special needs public shelter)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	350	
Sunset Learning Center (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	4100	
Sunshine Elementary	Becky Edwards	(754) 321-4750	7737 W La Salle Blvd., Miramar, FL 33023	315	
J.P. Taravella High	Becky Edwards	(754) 321-4750	10600 Riverside Drive, Coral Springs, FL 33071	500	
Technology and Support Services Center	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	4000	
Technology and Support Services Center Annex	Becky Edwards	(754) 321-4750	7770 West Oakland Park Blvd., Sunrise, FL 33351	194	Above
Tequesta Trace Middle	Becky Edwards	(754) 321-4750	1800 Indian Trace, Weston, FL 33326	500	
Vehicle Maintenance Department (fuel pumps)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	170	
Vehicle Maintenance Department (Main Office)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	500	
West Broward High	Becky Edwards	(754) 321-4750	500 NW 209 Avenue, Pembroke Pines, FL 33029	500	
West Hollywood Elementary	Becky Edwards	(754) 321-4750	6301 Hollywood Blvd., Hollywood, FL 33024	270	
Westglades Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	11000 Holmberg Road, Parkland, FL 33076	612	
Westpine Middle	Becky Edwards	(754) 321-4750	9393 NW 50 Street, Sunrise, FL 33351	540	
Wilton Manors Elementary	Becky Edwards	(754) 321-4750	2401 NE 3 Avenue, Wilton Manors, FL 33305	250	
Winston Park Elementary	Becky Edwards	(754) 321-4750	4000 Winston Park Blvd., Coconut Creek, FL 33073	250	
K.C. Wright Administration Center	Becky Edwards	(754) 321-4750	600 SE 3 Avenue, Fort Lauderdale, FL 33301	4000	
Virginia Shuman Young Elementary	Becky Edwards	(754) 321-4750	101 NE 11 Avenue, Fort Lauderdale, FL 33301	300	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Walter C. Young Middle and Resource Center	Becky Edwards	(754) 321-4750	901 NW 129 Avenue, Pembroke Pines, FL 33028	580	
Zone 1 Physical Plant Operations (North Area)	Becky Edwards	(754) 321-4750	6501 NW 15 Avenue, Fort Lauderdale, FL 33309	500	
Broward County Sheriff	Brady Carbocci	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000	Below
			3801 NE 5th Ave, Oakland Pk	10,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	3,000	Above
			2200 S.W. 42nd St., Ft. Lauderdale	4,000	Above
			2610 S.W. 40th Ave., West Park	3,000	Above
			MM 35 Alligator Alley Weston	2,500	Above
			11251 SW 49 St., Cooper city	4,000	Below
			928 E. Hillsboro blvd., Deerfield Beach	4,000	Below
			1441 FAU Research Park Blvd., Deerfield Beach	20,000	Below
Coconut Creek, City of	Lorie Messer, Procurement	954 956-1584	4900 W Copans Rd., Coconut Creek, FL	14,900	Below
	Jessica Cannon, Fleet	954-956-1540			
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
City of Coral Gables	Steve Riley	305-460-5140	2151 Salzedo St. Coral Gables, 33134	17,900	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	10,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	6,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	600	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
City of Coral Gables	Steve Riley	305-460-5140	11911 Old Cutler Road, Coral Gables 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	1101 S. Greenway Drive, Coral Gables, 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	1,300	Above
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	6,600	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	550	Above
			10300 NW 11th Manor Coral Springs, FL.	6,000	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	3855 Coral Ridge Dr.	500	Above
			Forest Hill blvd & NW 24th St.	2000	Above
			4181 NW 121st Ave	2000	Above
			4180 NW 120th Ave	3000	Above
			2801 coral Springs dr.	1000	Above
			102nd Ave Mullins park	1500	Above
			6400 W. Sample rd.	300	Above
			3952 Turtle Run blvd.	250	Above
			9500 W. Sample rd.	12,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
			4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Bill Castelli	954 345-2143	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
	Eric Beyer	954 345-2195	8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	10,000	Below
			1201 Stirling Rd., Dania Beach, FL	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	John Cheseborough	954 421 5013	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below

					Location
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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave. Ft. Lauderdale	18,000	Below
			38th St. 949 NW 38th St., Ft. Lauderdale	18,000	Below
			Lohmyer: 1401 SE 21st St. Ft. Lauderdale	9,000	Above
			Station 53: 220 Executive Airport Way, Ft. Lauderdale	3,490	Below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd. Public Safety Station 1	2,000	Above
Hallandale Beach, City of	Yamil Lobo, Fleet Manager	954 457-1614	630 NW 2nd St.	(3)10,000	Below
				(1)10,000	Above
			400 S. Federal Highway	(1)1,000	Above
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL	500	Above
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	500	Above
	Larry Breighner	954 967 4550	City Hall, 2600 Hollywood Blvd	4,000	Below
	Larry Breighner	954 967 4550	Public Works Admin, 1600 S. Park Road	350	Above
	Carlos Aguilera	954-967-4230	Lift Station E-8, 1600 S. Park Road	150	Above
	Carlos Aguilera	954-967-4230	Water Treatment Plant, 3441 Hollywood Blvd	24,000	Above
	Carlos Aguilera	954-967-4230	Portable Water Pump/Storage, 2400 N 68th Ave	3500	Above
	Bill Cliff	954 967 4550	WasteWater Treatment Plant, 1621 N. 14th Ave	65,000	Above
	Bill Cliff	954 967 4550	Police Headquarters, 3250 Hollywood Blvd.	2800	Below
	Dockmaster Matthew Domke	954-632-0953	Marina, 700 Polk Street	allons Red Dye Diesel	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No 74 & EOC, 2741 Stirling Road	2476	Below
	Lt. Brian Cooke	863-610-0350	Fire Station No.5, 1819 N. 21 Avenue	2000	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 31, 3401 Hollywood Boulevard	1200	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 45/Training, 3400 N. 56 Avenue	1500	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 105, 1511 S. Federal Hwy	1000	Above
	Lt. Brian Cooke	863-610-0350	Shop/Garage, 3400 N. 56 Avenue	540	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			Fire Station	500	Above
			City Hall/Police	500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319	4,000	Above
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	4,000	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	500	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	300	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	3701 NE 22nd Avenue	1,000	Above
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
	Giovanni Batista	954 972-8126	5790 Margate Blvd.	1,500	Above
	Giovanni Batista	954 972-8126	6009 NW 10 St	1,500	Above
	Wendell Wheeler	954 972-0828	980 NW 66 Ave.	2 x 5,000	Above
	Wendell Wheeler	954 972-0828	5650 NW 29 St.	1,000	Above
	Wendell Wheeler	954 972-0828	6630 NW 9 St.	2 x 12,000	Above
	Wendell Wheeler	954 972-0828	901 NW 66 Ave.	1,200	Above
Miami, City of	Reymon Solits	305 329-4895	1390 NW 20 St	2 x 15,000	Above
Miami Gardens, City of	Dan Perez	305 474-1488	1020 NW 163 Dr.	2,000	Above
	Dan Perez	305 474-1488	18541 NW 27th Ave	5,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	(AST-4) 10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	(UST-2) 6,000	Below
			13900 Pembroke Rd.	(EAST7) 10,000	Above
			13900 Pembroke Rd.	(AST-5) 3,000.	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	10,000	Below
	Paul Vida	305-953-2854	12098 NW 11 Avenue	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST., NMB, FL. 33162	10,000	Above
		305-948-2973	2101 NE 159 ST., NMB, FL. 33162	1,000	Below
	Pedro Melo	305-684-1177	2251 NW 175 Street Miami Gardens FL 33056	2,000	Above
	Diego	678-877-7643	2101 NE 159 ST., NMB, FL. 33162	1,000	Above
		678-877-7643	1312 NW 188TH St Miami gardens 33169	1,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	12,000	Above
N Palm Beach, Village of	Chief JD Armstrong	561 882-1141	560 US Hwy 1	500	Above
	Capt. Andrew Lezza	561 841-3319			
	Dennis Nentwick	561 644-5311	645 prosperity Farms Rd	4,000	Below
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd., W Palm Beach	3x 20,000	Below
			7071 Garden Rd, Riviera Beach	20,000	Below
			1302 SW 30th Ave, Boynton Beach	2 x 10,000	Below
			1901 NW 16th St, Belle Glade	2 x 10,000	Below
			420 Business Pkwy, Royal Palm Beach	4 x 5,000	Above
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.	6,000	Below
			FS #2 300 S County Rd.	6,000	Below
			FS #3 2185 S County Rd.	2,200	Above
	Billy Loihle	561 533-1170	Par 3 Golf Course 2345 S Ocean Blvd.	4,000	Below
	Tim Mclaughlin	561 227-7017	Pinewalk #1 Cocoanut row	500	Above
			1279 Skees Road	500	Above
			PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
	Reggie Williams	561 227 7053	D-9 Pump Station 306 Mediterranean	2,000	Above
			D-10 Pump Station 1060 North Lake Way	2,500	Below
			D-2 Pump Station 1248 N Lake Way	3,000	Above
			D-8 PS 275 County Club at N Lake Way	2,000	Above
			D-4 Pump Station 445 N Lake Way	2,000	Above
			D-3 Pump Station 315 Tangier Ave	2,200	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			D-12 Pump Station 269 Seminole Ave	1,000	Above
			D-14 Pump Station 16 S Lake Trail	1,500	Above
			D-16 Pump Station 256 Jungle Rd	540	Above
			D-18 Pump Station 362 El Brillo Way	540	Above
			D-17 Pump Station 175 Clarendon Ave	540	Above
			A-7 Pump Station 201 Island Dr	1,500	Below
			A-6 Pump Station 300 S Lake Dr	600	Below
			S-2 Pump Station 9 Lake Trail	1,000	Below
			A-39 Pump Station 2171 S Ocean	1,000	Above
			A-41 Pump Station 2478 S Ocean	500	Above
			A-42 Pump Station 3100 S Ocean	600	Below
			A-43 Pump Station 3401 S Ocean	500	Above
			Police Station (generator) 345 S County Rd	1,000	Below
			Town Hall (generator) 360 S County Rd	600	Below
			PW (generator) 951 Old Okeechobee Rd	500	Above
			Recreation Ctr (generator) 340 Seaview Ave	500	Above
			D-7 Storm Station Australian (Docks)	6,000	Below
			D-6 Storm Station 302 S Lake Dr	2,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	3000	Above
Pembroke Park, Town of	Todd Larson	954 966-4600 ext 238	Coca Cola List Station 3350 Pembroke Rd	500	
			Stormwater Carolina St, 2156 S Park Rd	2,000	
			Stormwater 24th St., 2400 S Park Rd	500	
			Master Lift Station, 2700 S Park Rd	500	
			Watkins Elem Sch, 5500 SW 52 Ave	500	
			Peninsula, 5000 W Hallandale Bch Blvd	500	
			Town Hall Portable Attached, 3150 SW 52 Ave	200	
			Town Hall Portable Back, 3150 SW 52 Ave	500	
			Stormwater 25 St, 2500 S Park Rd		
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	8000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-North - 901 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-South - 1001 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Health Campus-North - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-South - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-East - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-West - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Fire Training Facility - 1100 SW 208 Avenue	10000	Above
	Mark Gomes	954 518-9020	Fire Station #33 - 600 SW 72 Avenue	500	Above
	Mark Gomes	954 518-9020	Fire Station #79 - 19900 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #89 - 13000 Pines Boulevard	1000	Above
	Mark Gomes	954 518-9020	Fire Station #99 - 16999 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #101 - 6057 SW 198 Terrace	10000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	2,000	Above
			770 NW 91st Ave Plantation FL 33324	4,000	Above
			750 NW 91st Ave Plantation FL 33324	30,000/16,500	Above
			750 NW 91st Ave Plantation FL 33324	3,500	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			4751 NW 6 CT Plantation FL 33317	1,179	Above
			700 NW 91st Ave Plantation FL 33324	4,000	Above
			700 NW 91st Ave Plantation FL 33324	1,000	Above
			700 NW 91st Ave Plantation FL 33324	10,000	Above
			700 NW 91st Ave Plantation FL 33324	20,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			9151 NW 2ND ST, PLANTATION, FL 33324	500	Above
			451 NW 70TH TER, PLANTATION, FL 33317	2,000	Above
			401 NW 70TH TER, PLANTATION, FL 33317	630	Above
			750 NW 91ST AVE, PLANTATION, FL 33324	1,500	Above
			400 NW 73RD AVE, PLANTATION, FL 33317	4,000	Above
			301 NW 46TH AVE, PLANTATION, FL 33317	650	Above
Pompano Beach	Forrest Hall	954 786-4109	1190 NE 3rd Ave.	2 x 12,000	Below
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	15,000	Below
				9,000	Below
Southwest Rances, Town of	Sandy Luongo	954-343-0008	Town Hall, 13400 Griffin Rd, Southwest Ranches,FL 33331	1,325	Below
				1,000	Below
			Fire Station, 17220 Griffin Road Southwest Ranches,FL 33331	595	Below
Sunny Isles Beach, City of	Purchasing	(305) 792-1707	18070 Collins Avenue, Sunny Isles Beach, FL 33160	2,000	Above
	Fabricio Volpi, Public Works Superintendent	(305) 792-1930	"	"	"
	Nicholas Douglias, Fleet Maintenance Manager	(305) 792-1946	"	"	"
Sunrise, City of	Jose Alvarez	954 572-2424	4350 Springtree Dr.	2 x 15,000	Above
			4350 Springtree Dr.	10,000	Above
	Fred McDonald	954 888-6003	14150 NW 8 St.	2 x 12,000	Above
			14150 NW 8 St.	10,000	Above
			14150 NW 8 St.	10,000	Below
	Hugo Alagic	954 434-6900	15400 Water Mill Rd., Davie	3,000	
	Steve Kane	954 572-2290	8150 Springtree Dr.	15,000	
	Hameed Khan	954 577-1145	Public Safety Complex, 10440 W Oakland Park Blvd	10,000	Above
	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	15,000	Below
	Orlando Morales	954 746-3295	City Hall 10770 W Oakland Park Blvd.	3,000	Above
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Diego Santana	954 572-2385	3001 NW 104 Terrace	1,000	Above
	Diego Santana	954 572-2393	14201 NW 2nd St. (Pump Station #8)	5,000	Above
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complex 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727	PSAC Complex 6001 Nob Hill Rd.	1,000	Above
			10101 State Street	1,000	Above
			FS 15, 6000 Hiatus Rd.	3,000	Above
			FS 36, 7499 NW 72 Street	2,000	Above
			FS 41, 7501 NW 88 Ave.	1,000	Above
			FS 78, 4801 N Comm. Blvd.	2,000	Above
			City Hall 7525 NW 88 Ave.	1,000	Above
			BSO 7515 NW 88 Ave.	1,000	Above
			Pump Sta. East 6601 Southgate Blvd	2,000	Above
			Pump Sta. Central 8801 Southgate Blvd.	2,000	Above
			Pump Sta. West 10801 Southgate Blvd.	2,000	Above
	Anthony Licata	954 597-3777	Water Treatment Plant, 7803 61st St.	8,000	Above
			7750 NW 100 Ave.	2,000	Above
			4191 W Commercial Blvd.	2,000	Above
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
	Karla Berroteran, Plant Superintendent	561-753-2465	Water Treatment Facility - 1100 Wellington Trace	12,000 gal.	Above
			2nd tank	12,000 gal.	Above
			Booster Pump Station #1- 2901 Ousley Farms Rd.	1,000 gal.	Above
			Booster Pump Station #2- 11011 Lake Worth Rd.	3,500 gal.	Above
			Wells 29&30 - 8250 Forest Hill Blvd.	4,000 gal.	Above
	Bryan Gayoso - Plant Superintendent	561-753-2481	Water Reclamation Facility 11860 Pierson Rd.	4,000 gal.	Above
				4,000 gal.	Above
				12,000 gal.	Above
	Terry Narrow - Superintendent	561-791-4128	Pump Station #2 - 6090 140th Ave S	2,000 gal.	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Pump Station #3 - 12990 Forest Hill Blvd.	2,000 gal.	Above
			Pump Station #4 - 54 Ousley Farm Rd.	2,000 gal.	Above
			Pump Station #6 - 11075 Acme Rd.	2,000 gal.	Above
			Pump Station #7 - 15 Flying Cow Rd.	5,200 gal.	Above
			Pump Station #8 - 14900 Pierson Rd.	2,000 gal.	Above
			Pump Station #9 - 4499 Flying Cow Road	4,000 gal.	Above
West Palm Bch, City of	Dave Persad	561 822-2124	City Complex, 1045 Charlotte Ave	12,000	Below
			Water Treament Plant (WTP)1009 Banyan Blvd		
			WTP-Day Tank (North)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (Mid)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (South) 1009 Banyan Blvd.	500	Above
			WTP-Emer Generator(North) 1009 Banyan Blvd	20,000	Above
			WTP-Emer Generator(South) 1009 Banyan Blvd	20,000	Above
			VALLEY FORGE RE-PUMP	750	Above
			CUMBERLAND RE-PUMP	2,000	Above
			KAYE ST RE-PUMP	750	Above
			ST MARYS RE-PUMP	4,000	Above
			IBIS RE-PUMP	2,000	Above
			PALM BEACH RE-PUMP	200	Above
	Dave Persad	561 822-2124	Renaissance Em-generator 1045 Charlotte Ave	3,400	
	Guy Montante	(561) 804-4705	Fire Station #5, 700 N. Congress Ave	12,000	Below
			Fire Station #7, 8011 Okeechobee Blvd	2,800	Above
			Other Fire Stations (5 Ea.)	5 x1000	Above
	Ed Shelton	(561) 662-2463	ECRWRF 4375 Easley Drive	150,000	Above
				500	Above
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

RFP E-03-22			Attachment "B"		
UNLEADED FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCTD	Staff	954 357-8423	3201 W Copans Rd., Pompano Bch.	20,000	Below
	Staff	954 357-7716	Ravenswood Rd., Ft. Lauderdale	12,000	Below
BCFS	Staff	954 357-6477	Fleet Superintendent - Cell 954 445-2941		
	Staff	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	20,000	Below
	Staff	954 357-5443/5441	Fleet Svc Ctr #3 1600 NW 30th Ave (Blount Rd), Pompano Bch 33069	26,000	Below
	Staff	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Staff	954-831-0865	WWS 2555 W. Copans Rd, Pompano Bch 33069	10,000	Below
	Staff	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Lauderdale 33315	12,000	Below
	Staff	954 357-5181	CB Smith Pk 900 N. Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Staff	954 765-4062 x229	Mosquito Ctrl 1200 W. Airport Road, Pembroke Pines 33023	2,500	Below
	Staff	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood	2,500	Below
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	Fire Station 5, 2333 W Glades Road, Boca Raton 33431 - UNLEADED	1,000	Above
	Harri Mangroo	561 416-3382	BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	12000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	12000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	12000	Below
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Above
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	12000	Below
Broward County Sheriff	Scott Barnett	954 497-1440	300 NE 2nd St., Deerfield	16,000	Below
			7515 NW 88 Ave, Tamarac	10,000	Below
			2001 NW 31 Ave, Lauderdale Lakes	25,000	Below
			160 S.W. 3rd St., Pompano Beach	10,000	Below
				12,000	Below
			3801 N.W. 5th Ave., Oakland Park	12,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	1,000	Above
			2200 SW 42nd St., Ft. Lauderdale	1,000	Above
			2610 SW 40th Ave., West Park	1,000	Above
			MM 35 alligator Alley, Weston	1,000	Above
			11251 SW 49th St., Cooper City	12,000	Below
			928 E. Hillsboro Blvd., Deerfield Beach	4,000	Below
Coconut Creek	Lorie Messer	954 956-1584	Purchasing Contact: 4800 W Copans Rd.		
	Suzanne Monnington	954-956-1540	Fleet Services Contact: 4900 W. Copans Rd	19,700	Below
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Gables, City of	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	12,000	Above
Coral Gables, City of	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, Fl	2,500	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	30,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	4,000	Below
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	12,000	Below
Deerfield Beach, City of	German Cardona	954 420 5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	8,000	Below
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave., Ft. Lauderdale	3 x 18,000	below
			38th St: 949 NW 38th St., Ft. Lauderdale	3 x 18,000	below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd., Fire Rescue Station 94	2,000	Above
Hallandale Beach, City of	Joseph Martinez, Fleet Manager	954 457-1614	630 NW 2 St.	2 x 10,000	Below
	Melanie VeLazquez, Warehouse	954 457-1613			
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL 33062	4,000	Below
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	3 x 10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	2 x 500	Above
	Matthew Domke	954-632-0953	Hollywood Marina, 700 Polk Street	10,000 REC 9	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319		

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	12,750	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	4,000	Below
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
Miami, City of	Reymon Soltis	305 329-4895	1390 NW 20 St	15,000	Above
	Juan Carlos Porta	305 361-3316	Marine Stadium Marina, Virginia Key	2 x 2000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	12,000	Below
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	10,000	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	2 x 10,000	Below
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST, NMB, FL. 33162	10,000	Above
N Palm Beach, Village of	Denis Nentwick	561 644-5311	645 Prosperity Farms Rd	10,000	below
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS#2 300 S county Rd.	6,000	Below
	Billy Loihle	561 533-1170	Par 3 Gold Course, 2345 S Ocean Blvd.	6,000	Below
	Loretta Mellon	561-227-7044	PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd. W. Palm Beach	20,000	Below
			7061 Garden Rd, Riviera Beach	10,000	Below
			1901 NW 16th St, Belle Glade	10,000	Below
			1302 SW 30th Ave, Boynton Beach	1,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	6000	Above
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below
	Mark Gomes	954 518-9020	Howard Forman Health Campus-South - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-North - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant Compound - 13975 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	West Pines Police Sub-Station - 18400 Johnson Street	12000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	12,000	Below
			770 NW 91st Ave Plantation FL 33324	10,000	Below
			750 NW 91st Ave Plantation FL 33324	15,000	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
Pompano Beach, City of	Forrest Hall	954 786-4033	1190 N.E. 3rd Ave., Bldg. A	12,000	below
Riviera Beach, City of	Lance Moss	561 845-4141	2391 Avenue L	2 x 15000	Below
	David Danford	561-845-4051	800 W Blue Heron Blvd	12,000	Below
		561-845-4051	5020 N Singer Island	1,700	Above- Smal
		561-845-4051	909 Avenue U	2,000	Above
		561-845-4051	909 Ave U	2,500	Above- Smal
		561-845-4051	2051 Avenue H, West	1,000	Above
		561-845-4051	6522 Haverhill Road	2,500	Below
Sunrise, City of	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	20,000	Below
	Karl Thompson	954 888-6003	14150 NW 8th St.	10,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Below
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727			
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
West Palm Bch, City of	Mario Guzman	561 822-2122	City Complex, 1045 Charlotte Ave	19,000	Below
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

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

BID/RFP No. RFP E-13-17

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

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

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

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

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Port Consolidated Inc.

Vendor Address: 3141 Se 14th Ave.

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com;

Website: _____ FEIN: 59-1173292

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 15,2017 Resolution/Agenda Item No.: _____

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060

Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com

Telephone: 954-786-5504 Fax: _____

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Org.19

ORDINANCE NO. 2017-32

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

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

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

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

SECTION 4. This Ordinance shall become effective upon passage.

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

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

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

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

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Public Records.

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

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

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

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps

and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

PUBLIC RECORDS CUSTODIAN

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Christine Kendel

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

KERVIN ALFRED
Notary Public - State of Florida
Commission # GG 000246
My Comm. Expires Sep 21, 2020
Bonded through National Notary Assn.

"CONTRACTOR"

PORT CONSOLIDATED, INC.
a Florida corporation

Witnesses:

By: _____

Joseph R Jiska
(Print or Type Name)

Print Name: Donald R. Carlton Jr.

Karen Alvarez
(Print or Type Name)

Title: President

Business License No. 795718

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

BRENDA J. AYERS
Notary Public - State of Florida
Commission # FF 921372
My Comm. Expires Oct 9, 2019
Bonded through National Notary Assn

BRENDA J. AYERS
(Name of Acknowledger Typed, Printed or Stamped)

FF 921372
Commission Number

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

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

pompano beach®

Florida's Warmest Welcome

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

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

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

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

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

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

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

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

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

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

I. "WORKING TOGETHER TO REDUCE COSTS"

December 20, 2016

CITY OF POMPANO BEACH, FLORIDA

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

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

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

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

Introduction

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

A. Objectives

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

B. Scope Of Services

Attachment "A" – Specifications and Requirements

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

C. Participating Agencies

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

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

D. Term of Contract

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

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

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

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

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

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

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.

2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.

    a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.

3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***

7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.

8. Alternate Proposals:

a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:

i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.

ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

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

9. Addenda, Additional Information:

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

10. Contract with Participating Agencies:

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

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

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

F. Insurance

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

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

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

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

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

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

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

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

    a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

    b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
__ explosion & collapse hazard	
__ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
__ sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate
AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
__ owned	
__ hired	
__ non-owned	
REAL & PERSONAL PROPERTY	
__ comprehensive form	Agent must show proof they have this coverage.

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	$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

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

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

   a. Certificates of Insurance evidencing the required coverage;

   b. Names and addresses of companies providing coverage;

   c. Effective and expiration dates of policies; and

   d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

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

G. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

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

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

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

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

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

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

H. Hold Harmless and Indemnification

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

I. Retention of Records and Right to Access

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

J. Communications

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

K. No Discrimination

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

L. Independent Contractor

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

M. Staff Assignment

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

N. Contract Terms

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

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

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

O. Waiver

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

P. Survivorship Rights

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

Q. Termination

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

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

R. Manner of Performance

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

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

S. Acceptance Period

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

T. RFP Conditions and Provisions

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

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

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

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

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

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

U. Standard Provisions

1. Governing Law

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

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

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

4. Drug Free Workplace

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

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

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

7. Permits

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

8. Familiarity With Laws

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

9. Withdrawal Of Proposals

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

10. Composition Of Project Team

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

11. Invoicing/Payment

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

12. Public Records

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

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

V. Questions and Communication

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

W. Addenda

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

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

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

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

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

Certified By (include Name and Title):

_____

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

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

February 15, 2017

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

Re: Best and Final Offer – E-13-17

Dear Mr. English:

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

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

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

All other pricing in the RFP will remain the same.

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

Sincerely,

Don Carlton
President
Port Consolidated

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

PROPOSER INFORMATION PAGE

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

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

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

Email Address dcarlton@portconsolidated.com

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

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

January 12, 2017

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

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

Dear Mr. English:

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

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

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

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

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

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

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

Sincerely,

Don Carlton
President
Port Consolidated

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

January 12, 2017

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

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

Dear Mr. English:

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

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

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
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January 12, 2017

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

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

Dear Mr. English:

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

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3141 SE 14th Ave. • P.O. Box 350430
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January 12, 2017

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

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

Dear Mr. English:

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

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

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

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

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20264

GUARANTEED SUPPLY AGREEMENT

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

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

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

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

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

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

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

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

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

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

By: Ken Mauk

Title: Southern Region Manager

APPROVED AS TO FORM tgh 10/31/16

Port Consolidated, Inc.

By:

Title: President

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(Revised 8/1/2016)

PRODUCT SALES TERMS

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

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

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

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

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

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

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

6. Safety and Health. Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling and using each of the Products. SDS for Products are available at the following internet address: http://www.marathonpetroleum.com /brand/products/sds/. Buyer may request to receive SDS via email by contacting the Seller at sdsinfo@marathonpetroleum.com.

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

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

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

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

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

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

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

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

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

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

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

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

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

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Chevron

Our Family of Brands

Product Sales Contract
(Reseller)

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

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **November 04, 2016**, and shall end on **October 31, 2017**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

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

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

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

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

6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). . Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply-demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

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11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
    - "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
    - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
    - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
    - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
    - "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

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19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

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

By: _____ 11/1/2016
Attorney in Fact
Desmond Johnson,

Manager,
Commercial Products Support

Buyer

PORT CONSOLIDATED INC

By: _____

Title: _____

Chevron

Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (S/gal)	DIFF Dyed (S/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	250,000	275,000		2.3.4		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	1,000,000	1,100,000		1.2.3.4		
1107	ORLANDO FL TRM KINDER MORGAN	Truck	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	116,667	128,333		1.2.3.4		

Pricing Provisions :

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

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

Notice Addressee:

Seller:
Chevron Products Company
Attn: Brian Coomes, General Manager
1500 Louisiana Street
Houston , TX 77002
UNITED STATES

Tel: (502) 420-7041

Buyer:
PORT CONSOLIDATED INC
Attn.Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

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Indigo energy

PETROLEUM PRODUCT SALE AGREEMENT

[Unbranded-Term-Rack]

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

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

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

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

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

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

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

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

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

8. Miscellaneous.

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

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

[*signatures commence on following page*]

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

BUYER:

PORT CONSOLIDATED, INC.

By: _____
Name: Donald R Carlton
Title: President

SELLER:

INDIGO ENERGY PARTNERS, LLC

By: _____
Name: David Mansfield
Title: Director of Sales

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

Notice to Seller:
Indigo Energy Partners, LLC
Attn: ~~Blake Shirley~~ David Mansfield
P.O. Box 2535
Gainesville, GA 30005
Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

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EXHIBIT A
TO
PETROLEUM PRODUCT SALE AGREEMENT

Certain Definitions:

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

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

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

[End of Exhibit A]

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

January 12, 2017

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

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

Dear Mr.English:

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

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January 12, 2017

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

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

Dear Mr. English:

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

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

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

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

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

PROPOSER INFORMATION PAGE

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

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

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

Email Address dcarlton@portconsolidated.com

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

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

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

1. SPECIFICATIONS

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

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

1.2 Additional, Optional Fuel Products:

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

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

2. PRICING METHODOLOGY:

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

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

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

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

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

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

Plus

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

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

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

Plus

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

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

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

2.6 Alternative Fuels

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

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

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

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

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

3. TAXES:

3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

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

4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.

4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

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

6. ORDERING & PAYMENT:

6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

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

6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

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

- Reporting Period (specify month)
- Participating Agency

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

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

8. DELIVERY REQUIREMENTS

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

8.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

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

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

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

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

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

11. PRIORITY DELIVERIES:

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

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

12. WORK SITE SAFETY/SECURITY:

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

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

13. ADDITION OF DELIVERY SITES:

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

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

January 12, 2017

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

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

Dear Mr. English:

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

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

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

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

January 12, 2017

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

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

Dear Mr. English:

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

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

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

Exhibit A

Petroleum Product
Sales/Purchase Agreement

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

ACCEPTED AND AGREED TO ON

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

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

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

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

4. Price:

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

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

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

7. Specification: Per Seller specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

pompano beach
Florida's Warmest Welcome

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

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Don Carlton
Pont Consolidated

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

January 12, 2017

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

Re: Confirmed Cardlock Locations and Pricing

Dear Mr. English:

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

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Exhibit C

Rate Schedule

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

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

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	3900012
ULTRA LOW SULFUR DSL FUEL	11,385,089	13,937,291	14,391,968	9,147,096	48,861,444
GASOHOL 87 ETHANOL 10%	8,472,479	8,283,396	8,710,573	6,918,744	32,385,192
DYED ULTRA LOW SULFUR DSL FUEL	575,450	483,811	508,899	556,235	2,124,394
UNLEADED GAS 90 OCTANE	513,615	580,532	306,483	176,844	1,577,473
GASOHOL 89 ETHANOL 10%	266,708	311,931	232,981	144,394	956,014
GASOHOL 93 ETHANOL 10%	3,794	2,868	271,887	363,176	641,724
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
BROWARD CNTY BOARD OF NEF	**3,806,413**	**6,512,712**	**7,064,306**	**5,052,602**	**22,436,032**
ULTRA LOW SULFUR DSL FUEL	3,024,297	5,355,427	5,732,415	4,012,913	18,125,052
GASOHOL 87 ETHANOL 10%	714,565	1,045,463	1,217,936	922,048	3,900,012
DYED ULTRA LOW SULFUR DSL FUEL	67,551	111,822	113,955	117,641	410,969
SBBC VEHICLE MAINTEN. DPT NEF	**2,947,271**	**2,975,994**	**2,900,040**	**1,219,849**	**10,043,155**
ULTRA LOW SULFUR DSL FUEL	2,547,021	2,562,038	2,482,911	901,114	8,493,084
GASOHOL 87 ETHANOL 10%	400,250	413,734	417,088	318,735	1,549,807
DYED ULTRA LOW SULFUR DSL FUEL		222	41		264
SCHOOL DISTRICT PLM BCH CY NEF	**2,679,789**	**2,666,582**	**2,647,597**	**1,279,451**	**9,273,418**
ULTRA LOW SULFUR DSL FUEL	2,270,577	2,252,546	2,207,054	945,306	7,675,484
GASOHOL 87 ETHANOL 10%	409,212	414,035	440,543	334,145	1,597,935
CITY OF MIAMI NEF	**1,438,960**	**1,488,426**	**1,604,534**	**1,344,769**	**5,876,689**
ULTRA LOW SULFUR DSL FUEL	1,045,511	1,069,244	1,124,823	1,024,074	4,263,652
GASOHOL 87 ETHANOL 10%	369,283	391,488	445,399	289,788	1,495,958
UNLEADED GAS 90 OCTANE	21,900	26,481	33,478	30,907	112,766
DYED ULTRA LOW SULFUR DSL FUEL	2,266	1,213	834		4,313
CITY OF FORT LAUDERDALE NEF	**1,467,294**	**1,395,904**	**1,527,916**	**1,235,388**	**5,626,502**
GASOHOL 87 ETHANOL 10%	962,356	943,524	1,059,548	867,250	3,832,677
ULTRA LOW SULFUR DSL FUEL	466,514	413,053	431,639	341,164	1,652,370
DYED ULTRA LOW SULFUR DSL FUEL	38,424	39,327	36,729	26,974	141,454
BROWARD SHERIFF'S OFFICE NEF	**2,237,365**	**1,157,046**	**986,731**	**871,431**	**5,252,573**
GASOHOL 87 ETHANOL 10%	1,897,819	872,480	714,221	636,439	4,120,959
ULTRA LOW SULFUR DSL FUEL	318,561	271,318	263,442	222,572	1,075,893
DYED ULTRA LOW SULFUR DSL FUEL	17,042	9,137	6,221	9,835	42,235
GASOHOL 93 ETHANOL 10%	3,794	2,868	2,847	2,571	12,079
UNLEADED GAS 90 OCTANE	149	1,243		15	1,407
CITY OF WEST PALM BEACH NEF	**30,244**	**846,570**	**749,365**	**701,308**	**2,327,487**
ULTRA LOW SULFUR DSL FUEL	15,291	417,474	438,392	355,504	1,226,661
GASOHOL 87 ETHANOL 10%	9,358	427,291	242,711	198,499	877,859
DYED ULTRA LOW SULFUR DSL FUEL	4,754	863	66,877	146,647	219,140
UNLEADED GAS 90 OCTANE	841	943	1,386	658	3,827
CITY OF PEMBROKE PINES NEF	**558,172**	**546,249**	**595,406**	**464,258**	**2,164,085**
UNLEADED GAS 90 OCTANE	361,646	388,946	139,105		889,697
GASOHOL 93 ETHANOL 10%			269,040	360,605	629,645
ULTRA LOW SULFUR DSL FUEL	179,382	146,805	154,804	85,591	566,581
DYED ULTRA LOW SULFUR DSL FUEL	17,144	10,499	7,457	18,062	53,161
GASOHOL 89 ETHANOL 10%			25,001		25,001
CITY OF SUNRISE NEF	**551,681**	**503,857**	**541,200**	**453,892**	**2,050,630**
GASOHOL 87 ETHANOL 10%	371,240	376,713	393,942	338,583	1,480,477
ULTRA LOW SULFUR DSL FUEL	165,702	123,229	142,354	110,043	541,327
DYED ULTRA LOW SULFUR DSL FUEL	14,740	3,916	4,904	5,266	28,826
CITY OF MIRAMAR NEF	**513,650**	**518,984**	**541,433**	**409,875**	**1,983,942**
GASOHOL 87 ETHANOL 10%	398,618	398,783	428,912	331,274	1,557,587
ULTRA LOW SULFUR DSL FUEL	79,311	75,793	73,291	59,813	288,207
DYED ULTRA LOW SULFUR DSL FUEL	35,721	44,408	39,230	18,788	138,147
CITY OF HOLLYWOOD NEF	**462,625**	**550,598**	**466,799**	**482,897**	**1,962,919**
GASOHOL 87 ETHANOL 10%	177,703	254,827	161,323	149,926	743,777

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
UNLEADED GAS 90 OCTANE	94,121	123,220	114,348	133,664	465,353
ULTRA LOW SULFUR DSL FUEL	102,009	101,354	112,489	104,701	420,553
DYED ULTRA LOW SULFUR DSL FUEL	88,792	71,198	78,640	94,606	333,236
TOWN OF DAVIE NEF	**439,301**	**425,160**	**475,949**	**368,504**	**1,708,915**
GASOHOL 87 ETHANOL 10%	354,435	341,063	385,537	296,910	1,377,945
ULTRA LOW SULFUR DSL FUEL	75,743	68,885	86,379	71,594	302,600
DYED ULTRA LOW SULFUR DSL FUEL	9,124	15,213	4,034		28,370
CITY OF PLANTATION - FUEL NEF	**418,078**	**405,527**	**449,572**	**381,688**	**1,654,863**
GASOHOL 87 ETHANOL 10%	319,697	325,469	357,372	294,845	1,297,382
ULTRA LOW SULFUR DSL FUEL	60,544	55,925	67,764	62,361	246,594
DYED ULTRA LOW SULFUR DSL FUEL	37,837	24,133	24,435	24,482	110,887
CITY OF CORAL SPRINGS NEF	**389,609**	**392,626**	**448,075**	**347,058**	**1,577,367**
GASOHOL 87 ETHANOL 10%	291,394	293,479	353,963	261,026	1,199,862
ULTRA LOW SULFUR DSL FUEL	98,215	95,253	93,711	84,101	371,280
DYED ULTRA LOW SULFUR DSL FUEL		3,893	401	1,931	6,226
CITY OF POMPANO BEACH NEF	**307,487**	**380,899**	**335,851**	**253,368**	**1,277,604**
ULTRA LOW SULFUR DSL FUEL	176,044	182,869	171,975	126,229	657,117
GASOHOL 87 ETHANOL 10%	114,443	187,239	157,875	117,639	577,196
DYED ULTRA LOW SULFUR DSL FUEL	17,000	10,791	6,001	9,500	43,291
CITY OF RIVIERA BEACH - NEF	**264,423**	**291,609**	**347,569**	**290,404**	**1,194,006**
GASOHOL 89 ETHANOL 10%	187,940	227,578	114,085	62,142	591,745
GASOHOL 87 ETHANOL 10%	17,339	358	155,093	148,668	321,457
ULTRA LOW SULFUR DSL FUEL	59,144	59,095	69,616	77,821	265,676
DYED ULTRA LOW SULFUR DSL FUEL		4,578	8,612	1,737	14,928
UNLEADED GAS 90 OCTANE			163	36	199
CITY OF LAUDERHILL NEF	**283,599**	**275,068**	**312,782**	**260,742**	**1,132,191**
GASOHOL 87 ETHANOL 10%	219,578	213,532	245,592	209,771	888,473
ULTRA LOW SULFUR DSL FUEL	59,231	52,054	61,272	50,271	222,828
DYED ULTRA LOW SULFUR DSL FUEL	4,790	9,482	5,917	701	20,890
CITY OF MARGATE NEF	**253,221**	**248,000**	**288,792**	**218,768**	**1,008,782**
GASOHOL 87 ETHANOL 10%	193,671	196,474	232,472	170,862	793,479
ULTRA LOW SULFUR DSL FUEL	50,403	43,629	48,194	32,731	174,957
DYED ULTRA LOW SULFUR DSL FUEL	9,147	7,897	8,126	15,175	40,345
CITY OF NORTH MIAMI NEF	**223,795**	**260,186**	**271,724**	**226,132**	**981,837**
GASOHOL 87 ETHANOL 10%	184,046	214,910	221,533	185,524	806,013
ULTRA LOW SULFUR DSL FUEL	38,575	42,550	47,494	38,607	167,226
DYED ULTRA LOW SULFUR DSL FUEL	1,174	2,726	2,697	2,002	8,598
CITY OF NORTH MIAMI BEACH NEF	**263,755**	**249,049**	**258,383**	**192,284**	**963,471**
GASOHOL 87 ETHANOL 10%	220,080	219,951	224,062	177,169	841,262
ULTRA LOW SULFUR DSL FUEL	24,695	14,602	14,756	12,348	66,401
DYED ULTRA LOW SULFUR DSL FUEL	18,980	14,497	19,565	2,766	55,808
CITY OF HALLANDALE BEACH NEF	**264,669**	**228,760**	**239,017**	**208,940**	**941,387**
GASOHOL 87 ETHANOL 10%	194,478	174,614	168,163	139,418	676,673
ULTRA LOW SULFUR DSL FUEL	61,329	52,415	68,788	69,522	252,054
DYED ULTRA LOW SULFUR DSL FUEL	8,863	1,731	2,067		12,660
CITY OF DEERFIELD BEACH NEF	**243,382**	**240,706**	**220,744**	**163,664**	**868,496**
ULTRA LOW SULFUR DSL FUEL	155,138	154,403	125,117	88,664	523,322
GASOHOL 87 ETHANOL 10%	76,735	80,303	92,755	72,559	322,352

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
DYED ULTRA LOW SULFUR DSL FUEL	11,509	6,000	2,872	2,441	22,822
CITY OF COCONUT CREEK NEF	**196,722**	**203,364**	**226,531**	**181,651**	**808,268**
GASOHOL 87 ETHANOL 10%	146,921	151,940	172,612	144,559	616,032
ULTRA LOW SULFUR DSL FUEL	49,801	51,424	53,919	37,092	192,236
CITY OF BOCA RATON NEF	**214,535**	**160,265**	**179,900**	**136,695**	**691,396**
ULTRA LOW SULFUR DSL FUEL	59,158	60,908	80,088	58,930	259,084
GASOHOL 87 ETHANOL 10%	49,980	56,226	64,002	51,260	221,467
DYED ULTRA LOW SULFUR DSL FUEL	105,397	43,132	35,811	26,505	210,845
CITY OF TAMARAC NEF	**160,052**	**159,595**	**176,814**	**137,072**	**633,533**
GASOHOL 87 ETHANOL 10%	93,789	95,449	105,685	82,870	377,793
ULTRA LOW SULFUR DSL FUEL	61,963	60,143	68,825	49,215	240,147
DYED ULTRA LOW SULFUR DSL FUEL	4,300	4,003	2,304	4,987	15,593
CITY OF WESTON NEF	**159,701**	**76,151**	**76,452**	**48,508**	**360,812**
GASOHOL 87 ETHANOL 10%	135,283	50,887	46,688	31,505	264,363
ULTRA LOW SULFUR DSL FUEL	22,646	25,264	28,764	17,003	93,677
DYED ULTRA LOW SULFUR DSL FUEL	1,664		1,000		2,664
UNLEADED GAS 90 OCTANE	108				108
TOWN OF PALM BEACH NEF	**90,814**	**78,263**	**95,935**	**83,360**	**348,372**
GASOHOL 87 ETHANOL 10%	62,301	57,693	73,294	64,390	257,678
ULTRA LOW SULFUR DSL FUEL	16,028	16,170	21,442	14,593	68,234
DYED ULTRA LOW SULFUR DSL FUEL	12,484	4,401	1,198	4,377	22,460
VILLAGE OF PALM SPRINGS NEF	**77,153**	**77,825**	**92,250**	**80,770**	**327,998**
GASOHOL 89 ETHANOL 10%	66,889	67,203	80,612	72,200	286,904
DYED ULTRA LOW SULFUR DSL FUEL	10,264	10,622	11,638	8,570	41,093
VILLAGE OF NORTH PALM BCH -NEF	**84,680**	**80,409**	**89,565**	**39,842**	**294,496**
GASOHOL 87 ETHANOL 10%	47,119	43,005	52,680	10,467	153,271
ULTRA LOW SULFUR DSL FUEL	37,088	32,495	36,885	29,375	135,844
GASOHOL 89 ETHANOL 10%		4,909			4,909
DYED ULTRA LOW SULFUR DSL FUEL	473				473
CITY OF DANIA BEACH NEF	**49,919**	**48,415**	**53,273**	**45,563**	**197,169**
GASOHOL 87 ETHANOL 10%	16,984	20,304	28,632	29,174	95,093
ULTRA LOW SULFUR DSL FUEL	28,980	26,305	22,892	16,390	94,566
DYED ULTRA LOW SULFUR DSL FUEL	3,955	1,806	1,749		7,510
CITY OF GREENACRES NEF	**38,618**	**43,585**	**42,874**	**35,307**	**160,383**
ULTRA LOW SULFUR DSL FUEL	23,534	25,369	25,398	20,744	95,046
GASOHOL 87 ETHANOL 10%	15,083	18,215	17,476	14,563	65,337
CITY OF LIGHTHOUSE POINT NEF	**32,888**	**33,589**	**36,091**	**31,602**	**134,171**
GASOHOL 87 ETHANOL 10%	2,855		27,042	25,399	55,295
UNLEADED GAS 90 OCTANE	23,409	26,459	1,797		51,665
ULTRA LOW SULFUR DSL FUEL	6,625	7,130	7,152	6,203	27,110
DYED ULTRA LOW SULFUR DSL FUEL			100		100
SBBC PHYSICAL PLANT OP DPT NEF	**28,532**	**24,355**	**13,312**	**14,868**	**81,067**
DYED ULTRA LOW SULFUR DSL FUEL	24,571	20,405	8,899	11,821	65,695
GASOHOL 87 ETHANOL 10%	3,962	3,950	4,412	2,303	14,627
UNLEADED GAS 90 OCTANE				745	745
ULTRA LOW SULFUR DSL FUEL	0				0
CITY OF LAUDERDALE LAKES NEF	**20,423**	**17,689**	**20,818**	**13,506**	**72,436**
GASOHOL 89 ETHANOL 10%	11,879	12,241	13,282	10,052	47,455

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
ULTRA LOW SULFUR DSL FUEL	6,030	5,393	5,305	3,398	20,126
GASOHOL 87 ETHANOL 10%	1,903		2,010		3,914
DYED ULTRA LOW SULFUR DSL FUEL	557		123		680
UNLEADED GAS 90 OCTANE	53	55	97	55	261
CITY OF SUNNY ISLES BEACH		**16,730**	**21,893**	**16,152**	**54,775**
ULTRA LOW SULFUR DSL FUEL		16,730	21,893	14,829	53,452
DYED ULTRA LOW SULFUR DSL FUEL				1,323	1,323
TOWN OF HILLSBORO BEACH NEF	**11,739**	**13,294**	**16,156**	**10,864**	**52,053**
UNLEADED GAS 90 OCTANE	11,387	13,184	16,109	10,764	51,445
DYED ULTRA LOW SULFUR DSL FUEL	351	110	47	101	609
CITY OF COOPER CITY, FL NEF	**3,001**	**5,788**	**6,415**		**15,204**
DYED ULTRA LOW SULFUR DSL FUEL	3,001	5,788	6,415		15,204
BROWARD SHERIFF'S OFC - PU-NEF				**2,758**	**2,758**
ULTRA LOW SULFUR DSL FUEL				1,578	1,578
GASOHOL 87 ETHANOL 10%				1,180	1,180
SCHOOL DISTRICT- PALM BCH-NF	**1,911**				**1,911**
DYED ULTRA LOW SULFUR DSL FUEL	1,911				1,911
TOWN OF PEMBROKE PK- NEF	**1,666**				**1,666**
DYED ULTRA LOW SULFUR DSL FUEL	1,666				1,666
VILLAGE OF ROYAL PALM BCH-NEF			**727**	**700**	**1,427**
ULTRA LOW SULFUR DSL FUEL			727	700	1,427
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

Attachment-E Applicable Fuel Taxes

GASOLINE (NO Ethanol)

DYED DIESEL & DYED BIO
Monroe (44)

ULTRA LOW DIESEL & BIO DIESEL
Alachua (01)
Bradford (04)
Broward (06)
Charlotte (08)
Citrus (09)
Clay (10)
Collier (11)
DeSoto (14)
Hardee (25)
Hernando (27)
Highlands (28)
Jefferson (33)
Lee (36)
Leon (37)
Madison (40)
Manatee (41)
Marion (42)
Martin (43)
Nassau (45)
Osceola (49)
Palm Beach (50)
Pasco (51)
Polk (53)
Putnam (54)
Santa Rosa (57)
Sarasota (58)

Baker (02)
Bay (03)
Columbia (12)
Flagler (18)
Gilchrist (21)
Glades (22)
Hillsborough (29)
Jackson (32)
Lake (35)
Liberty (39)
Pinellas (52)
Seminole (59)
Sumter (60)
Union (63)

(Minimum Local Option)

Brevard (05)
Dixie (15)
Duval (16)
Franklin (19)
Gadsden (20)
Hamilton (24)
Indian River (31)
Lafayette (34)

Holmes (30)
Calhoun (07)

DIESEL

DSL			St. Lucie (56) Suwannee (62) Volusia (64)	Escambia (17) Levy (38)	Miami/Dade (13) Okaloosa (46)	Hendry (26)	Wakulla (65) Walton (66) Washington (67)	Orange (48) St. Johns (55) Taylor (62)
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000	0.14000
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714
0.003143	0.003143	L.U.S.T & FED OIL	0.003143	0.003143	0.003143	0.003143	0.003143	0.003143
+ Sales Tax								
0.023857	0.60186	TOTAL	0.59311	0.58311	0.57311	0.56311	0.54311	0.53311
	0.26686	FED GOV (st expt)	0.20686	0.20686	0.20686	0.20686	0.20686	0.20686
	0.35886	STATE GOV (fed expt)	0.41011	0.40011	0.39011	0.38011	0.36011	0.35011

Attachment-E Applicable Fuel Taxes

ETHANOL (E10)

DYED DIESEL & DYED BIO

Monroe

ULTRA LOW DIESEL & BIO DIESEL

trus Clay Collier DeSoto Hardee Hernando Highlands Jefferson

Lee
Leon
Madison
Manatee
Marion
Martin

Nassau
Osceola
Palm Beach
Pasco
Polk
Putnam

Sarasota

Baker
Bay
Columbia
Flagler
Gilchrist
Glades (Minimum Local Option)

Hillsborough Brevard
Holmes Calhoun
Jackson Dixie
Lake Duval
Liberty Franklin
Pinellas Gadsden
Seminole Hamilton
Sumter Indian River
Union Lafayette

DIESEL

DSL			St. Lucie Suwannee Volusia		Escambia Levy	Miami/Dade (13) Okaloosa	Hendry	Wakulla Walton Washington	Orange St. Johns Taylor
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300	
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625	
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000	0.14000	
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714	
0.003143	0.003143	L.U.S.T & FED OIL	0.002930	0.002930	0.002930	0.002930	0.002930	0.002930	
+ Sales Tax									
0.023857	0.60186								
		TOTAL	0.59289	0.58289	0.57289	0.56289	0.54289	0.53289	
FED GOV (st expt)			0.20664	0.20664	0.20664	0.20664	0.20664		
STATE GOV (fed expt)			0.40989	0.39989	0.38989	0.37989	0.35989	0.34989	

UEL TAXES

Effective 01/01/21

AV GAS	Aviation Use Only		Commercial Use (not in planes)			
FEDERAL	0.19300	FEDERAL	0.19300			
* STATE	0.04270					
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314	LUST & FED OIL	0.00314
0.28500		0.21686	+Sales Tax (charge on the product + excise tax total $)			

KEROSENE / JET- Aviation Use Only — Commercial Use (not in planes)

Attachment-E Applicable Fuel Taxes

FEDERAL	0.24300	FEDERAL	0.24300	STATE	0.04270		
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314	LUST & FED OIL	0.00314
0.30956		0.26686	+Sales Tax (charge on the product + excise tax total $)				

Solvents	0.059	+ Sales Tax
Greases (LBS)	0.00313	+ Sales Tax
Lubes	0.025	+ Sales Tax
Leaded Race Fuel	0.023857	+ Sales Tax
Unleaded Race Fuel	See Gasoline taxes	

Attachment F - Sample Invoice Diesel and Unleaded Gasoline

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)887-1288
FT LAUDERDALE: (954)522-1182

Kathryn McBride

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2929426
Invoice Date: 10/26/21

Amount Due: $ 21,031.40
Due Date: 11/10/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

320198

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY: BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER: 310160
PO# REQUIRED

TERMS: NET 15 DAYS

Product	Product Description		Delivered Quantity	Unit Price	Extended Price
Driver: LUIS VILLEGAS	Vehicle Code: 5633	Loc: 101110/164	Salesperson: PORT HOUSE		
Order Number: 2929426			BOL Number: 194460		
913/01	ULTRA LOW SULFUR DSL FUEL/BULK GALLONS		6,914.0000	$2.68300	$18,550.26
	DFE FEDERAL EXCISE DIESEL			$0.24300	$0.00
	DMF STATE MOTOR FUEL DIESEL			$0.18500	$1,279.09
	LOCAL OPTION DSL BROWARD			$0.15000	$1,037.10
	POLLUTION DIESEL			$0.02071	$143.22
	L.U.S.T. DIESEL & FED OIL SPILL			$0.00314	$21.73
					$21,031.40

Item Note: TANK 1
DELIVERY BETWEEN 7AM - 2PM
Comment : THIS DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms. It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$18,550.26
Shipping / Freight Total:	$0.00
Tax Total:	$2,481.14
Total Due:	**$21,031.40**

320198

Exhibit A - RFP E-03-22

SOLD TO / VESSEL

Acct 101910 / 001
CENTRAL GARAGE - TP
1100 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

TANK 1
DELIVERY BETWEEN 7AM - 2PM

Product	
913/01	7,000
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	
Gallons	7000
Price	
Taxes	
Amount	
Driver: LWillegal	In: 12P 1330
Truck #: 15032	
BOL#: 194486	Amt. Paid: Ck#

GALLONS

METER #

ALT PHONE BRETT 954-786-4163

Order 2929426
10/26/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site 002461
NA1993, DIESEL FUEL,
3, PGIII (ERG# 128)

THIS DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

*SEE NOTES ON BACK

In Case of Emergency, Call PERS - (800)633-8300

KMcBride
Customer Signature (Received above gallons)

10/26/21
Date Delivered

ORIGINAL COPY

920198

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

TransMontaigne Partners LLC
Port Everglades, FL - South #: 0001385
2701 S E 14th Ave
Ft Lauderdale, FL 33316
BILL OF LADING

Order Number:
Order Date: 10/26/21
Folio Number: 10/018

BOL Number: 0194460
Load Start: 10/26/21 11:42
Load End: 10/26/21 12:03
Order Type: Rack
Loadspot Number: 04

Stockholder/Customer

0000000700
METROPLEX ENERGY INC
TMQ6390
PORT CONSOLIDATED, INC.

Retail or Petroex #
P.O.#:
Terminal EPA #: 04129010G9
Destination EPA #:

Account/Consignee
Account #: 0000063900

PORT CONSOLIDATED, INC.

County:
Consignee # 0009090002
PORT CONSOLIDATED/TERM DEAL/FL

VARIOUS, FL

RECEIVED BY
TM6180 PORT CONSOLIDATED INC
SCAC #: PCDD
Tractor #:
Trailer #: 9353
Trailer2 #:

DRIVER
Signature:

0000B653 LUIS EDUARDO VILLEGAS

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:

BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL

********** EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCN22618 **********

PRODUCT TOTALS (Gallons)

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	TANK	MESSAGE NUMBER(S)
UL4342	#2 ULSD (15PPM)	7000	6914	86.2	38.6		2200,1798,1542
	TOTAL	7000	6914				

HZD MSG: NA1993, DIESEL FUEL, 3, PG III, 1 Cargo Tank,, SEE ERG GUIDE 128

MSG #	MESSAGE
2200	15ppm sulfur (Maximum) ULSD. Undyed Ultra-Low Sulfur Diesel fuel. For use in all diesel vehicles and engines."
1798	DIESEL MEETS OR EXCEEDS ALL APPLICABLE COMPLIANCE STANDARDS AS PER THE MOST CURRENT VERISION OF ASTM D975.
1542	UNDYED DIESEL FUEL / FEDERAL TAX IMPOSED. LOW SULFUR DIESEL FUEL SUPPLIED DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

PRODUCT BY COMPARTMENT

COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
01	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.2	38.6
03	43	UL4342	#2 ULSD (15PPM)	1000	988	85.0	38.6
04	43	UL4342	#2 ULSD (15PPM)	1000	988	86.1	38.6
05	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.3	38.6

SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE: _____

COMMENTS:

Delivered on 10/26/21
3.041857101S3 per gallon
X 6914 =
21,031.40

320198

Invoice

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)687-1266
FT LAUDERDALE: (954)522-1182

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2947194
Invoice Date: 11/18/21

Amount Due: $ 8,425.28
Due Date: 12/03/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY : BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER : 310160
PO# REQUIRED

TERMS : NET 15 DAYS

Product	Product Description		Delivered Quantity	Unit Price	Extended Price
Driver: DEMETRIO VASQUEZ	Vehicle Code: 6644	Loc: 09/47A	Salesperson: PORT HOUSE		
Order Number: 2947194			BOL Number: 295085184		
E902/01	GASOHOL 87 ETHANOL 10%/ BULK GALLONS		2,963.0000	$2.43360	$7,210.76
	GFE FEDERAL EXCISE GAS TAX			$0.18300	$0.00
	GMF STATE MOTOR FUEL GAS TAX			$0.18625	$551.86
	POLLUTION GAS			$0.02071	$61.38
	LOCAL OPTION GAS BROWARD			$0.20000	$592.60
	L.U.S.T. E10 & FED OIL SPILL			$0.00293	$8.68
					$8,425.28

Item Note: FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms.It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$7,210.76
Shipping / Freight Total:	$0.00
Tax Total:	$1,214.52
Total Due:	**$8,425.28**

SOLD TO / VESSEL
Acct 101910 / 001
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:
CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

Product	
E902/01	~~8,000~~ 3002
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	
Gallons	3002
Price	
Taxes	
Amount	
Driver Demetrius	In Out
Truck # 10166444/101	
BOL# 295085184	Amt Paid Ck#

GALLONS

METER #

ALT PHONE BRETT 954-786-4163

Customer Signature (Received above gallons)

11/18/21
Date Delivered

Order 2947194
11/18/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site: 002461

UN1203, GASOLINE, 3,
PGII (ERG# 128)

*SEE NOTES ON BACK

ORIGINAL COPY

In Case of Emergency, Call PERS - (800)633-8253

LOADING TICKET / BILL OF LADING

COMPANY: **MPLX TERMINALS LLC**
ORIGIN: 909 SE 24TH ST FT LAUDERDALE, FL 33316
BOL NUMBER: 295085184 REV: 0 (018655)
START LOAD: 11/18/2021 05:20:16 END LOAD: 11/18/2021 05:30:50

COMPANY REGISTRATION NUMBER: 6396
FOLIO #: 20211114

SOLD TO / CUSTOMER / CONSIGNEE:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001

CUSTOMER ACCOUNT #: 730212400352050
SUPPLIER : MPC WHOLESALE (CONTRACT)
SELLER : MARATHON PETROLEUM COMPANY LP

SHIP TO / DESTINATION:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001
VARIOUS FL
UNKNOWN
FL

P.O. #:
REQUISITION: DEST: 99982

RECEIVED BY / CARRIER: 2698 : PORT CONSOLIDATED INC SCAC CODE : PCDD TRAILER : 101

WHERE THIS DOCUMENT CONSTITUTES A BILL OF LADING, AND AN EXCEPTION STATED IN 49 C.F.R. Â§172 204(B) IS NOT MET, THIS IS TO CERTIFY THAT THE BELOW - NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A LAWFUL CONTAINER FOR TRANSPORTATION OF THE LISTED COMMODITIES. CARRIER CERTIFIES THAT THE CARGO TANK WAS REASONABLY FREE OF EXCESSIVE RESIDUE OR OTHER CONTAMINATING MATERIALS WHEN PRESENTED FOR LOADING.

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

10103449 VASQUEZ, DEMETRIO (DV)	x	**:CARRIER'S AGENT (DRIVER)**

FOR ANY PRODUCT EMERGENCY, CONTACT CHEMTREC @ 1-800-424-9300. CNN#:13740

DOT SHIPPING NAME	GALLONS
UN1203,GASOLINE,3, PG II	3,002
TOTAL QUANTITY 1 CARGO TANK:	3,002

FINISHED PRODUCTS

COMP	PROD	DESCRIPTION	GROSS	NET	TEMP	GRAV	SEE NOTES BELOW
1	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963	81.0	63.2	6,10,48
TOTALS:	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963			

NOTES

6 DETERGENT-ADDITIZED GASOLINE.

10 WINTER CG. E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.

48 THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430.

- RECEIPT IS ACKNOWLEDGED OF THE ABOVE MERCHANDISE IN GOOD CONDITIONS AND IN THE QUANTITIES INDICATED.

	x	**:CUSTOMER / COSIGNEE**

Attachment G - Product and Account Gallon Report.xlsx

GALS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	**1,886,589**	**1,720,163**	**1,793,381**	**1,917,010**	**2,182,004**	**1,748,559**	**1,902,883**	**2,301,567**	**1,689,303**	**2,134,654**	**1,603,197**	**1,698,242**	**22,577,553**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,156,648	1,107,494	1,113,795	1,190,933	1,374,522	928,781	1,101,576	1,307,141	1,059,442	1,352,299	956,674	1,057,579	13,706,884
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	686,788	559,715	638,489	661,600	722,728	731,158	731,516	850,696	544,965	727,766	581,265	578,782	8,015,467
DYED ULTRA LOW SULFUR DS/BULK GALLONS	24,013	22,100	26,027	27,807	60,391	52,012	32,676	83,537	32,249	17,668	32,268	38,023	448,770
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	17,671	30,233	13,839	35,869	23,333	16,316	34,320	52,484	23,983	6,997	32,394	23,233	310,670
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	401		500		398		501	6,879	28,139	29,131			65,949
CFN GASOHOL 87 ETHANOL 10% /BULK		37	29	27	71	15,102	1,067	79	44	141		31	16,627
CFN ULTRA LOW SULFUR DSL	557	585	647	609	561	5,028	560	640	480	653	597	539	11,458
DIESEL EXHAUST FLUID/BULK	456						558						1,014
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	55		55	165			110	110				55	550
CFN UNL REC 90						163							163
11/2019-10/2020	**1,787,981**	**1,824,577**	**1,881,306**	**1,381,304**	**1,601,201**	**1,435,124**	**1,645,739**	**1,334,380**	**1,574,392**	**1,719,845**	**1,647,702**	**1,719,985**	**19,553,538**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,074,954	1,107,076	1,092,510	720,385	826,359	657,749	813,258	672,818	777,759	979,954	979,181	1,090,894	10,792,897
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	639,929	669,738	680,913	567,355	689,534	643,890	719,657	598,271	710,242	657,577	605,705	559,546	7,742,356
DYED ULTRA LOW SULFUR DS/BULK GALLONS	21,051	17,636	57,425	61,170	49,338	79,316	67,300	29,239	37,840	37,035	16,972	28,307	502,628
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	43,405	24,410	42,462	23,807	28,062	44,971	34,423	26,946	40,182	34,129	39,515	33,241	415,553
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	7,930	4,886	7,132	7,662	7,407	8,305	10,255	5,657	7,667	10,129	5,086	6,982	89,097
CFN ULTRA LOW SULFUR DSL	671	525	517	366	365	391	273	440	356	480	695	969	6,047
DIESEL EXHAUST FLUID/BULK		4	269	418	51	451	450	997	302	401	401		3,743
DIESEL EXHAUST FLUID/55 GL. DRUM NRD		110		110	55		110			110	110		605
CFN GASOHOL 87 ETHANOL 10% /BULK	41	193	78	32	30	37	14	13	45	31	37	47	597
CFN UNL REC 90						15							15
11/2020-10/2021	**1,388,694**	**1,674,663**	**1,772,078**	**2,013,618**	**1,972,183**	**1,788,430**	**1,685,328**	**1,722,742**	**1,775,801**	**1,674,634**	**1,588,655**	**1,401,824**	**20,458,650**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	774,515	947,175	1,022,167	1,174,502	1,092,744	966,107	848,544	941,432	1,039,494	912,538	901,155	769,644	11,390,017
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	536,791	606,807	647,331	727,439	754,513	729,141	733,114	704,009	677,556	702,971	584,769	522,044	7,926,485
DYED ULTRA LOW SULFUR DS/BULK GALLONS	40,960	42,870	50,914	45,194	75,204	54,199	61,820	44,025	17,040	24,395	71,699	50,123	578,443
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	19,689	40,917	28,032	38,796	38,768	33,749	39,469	32,013	40,844	25,519	24,388	41,437	403,621
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	15,738	34,410	22,123	26,771	9,599	4,184	1,193			8,388	5,390	17,316	145,112
DIESEL EXHAUST FLUID/BULK	500	500	1,064	250	945	583	751	651	400	400	800	600	7,444
CFN ULTRA LOW SULFUR DSL	451	454	411	525	367	440	388	573	419	404	418	503	5,353
CFN GASOHOL 87 ETHANOL 10% /BULK	50	1,493	37	30	44	27	49	40	47	19	36	47	1,920
DIESEL EXHAUST FLUID/55 GL. DRUM NRD				110								110	220
CFN UNL REC 90		36											36
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	**3,006,117**	**3,161,745**	**3,228,472**	**3,085,820**	**3,293,625**	**2,552,637**	**2,763,377**	**2,921,391**	**2,876,696**	**3,244,792**	**2,837,010**	**2,918,117**	**35,889,798**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	413,148	394,608	409,516	395,956	457,507	486,613	474,326	490,487	395,156	531,314	412,627	432,329	5,293,585
11/2019-10/2020	365,591	354,128	532,086	391,693	382,752	372,157	403,715	369,124	373,296	378,771	431,572	425,987	4,780,871
11/2020-10/2021	298,556	333,902	410,449	353,417	410,626	404,583	389,164	340,145	340,223	355,363	357,961	332,232	4,326,621
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	201,520	253,282	223,521	254,349	311,587	59,262	58,732	191,614	227,252	281,596	222,992	222,582	2,508,289
11/2019-10/2020	223,531	253,174	126,767	50,142			14,805	7,395	22,201	140,906	237,800	207,105	1,283,826
11/2020-10/2021	156,812	164,056	156,500	193,320	185,469	118,600	81,425	111,056	229,587	229,270	111,697	126,742	1,864,534
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	192,265	207,992	182,741	262,371	246,021	61,590	214,144	206,865	199,900	241,390	40,946	164,530	2,220,755
11/2019-10/2020	202,886	212,296	131,710	15,882	150,000				76,530	173,218	42,031	169,969	1,174,522
11/2020-10/2021	91,289	181,506	139,057	315,643	195,446	132,427	39,722	174,349	177,673	49,617	133,706		1,630,435
CITY OF MIAMI NEF													
11.2018-10.2019	89,507	81,998	89,366	81,870	89,054	74,143	96,276	101,266	81,448	95,412	89,213	81,964	1,051,517
11/2019-10/2020	89,382	74,521	89,386	82,124	73,798	81,435	111,065	93,708	96,207	96,382	80,554	89,387	1,057,949
11/2020-10/2021	88,134	82,012	104,295	104,087	89,008	103,889	103,608	103,593	96,304	96,363	95,127	101,911	1,168,331
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	44,781	29,797	22,314	37,198	39,152	29,638	37,020	45,350	22,208	30,445	24,475	27,824	390,202
11/2019-10/2020	29,953	30,573	36,231	33,625	30,492	36,543	35,024	36,986	29,924	29,674	29,756	37,244	396,024
11/2020-10/2021	21,202	37,275	29,822	37,196	37,122	29,623	34,602	42,007	30,411	29,506	35,192	33,361	397,319
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	40,812	27,904	35,867	34,605	40,934	27,171	38,676	50,234	23,840	34,228	25,781	26,242	406,293
11/2019-10/2020	33,217	34,653	26,852	25,659	23,274	37,600	49,175	30,570	34,611	29,884	34,236	27,335	387,066
11/2020-10/2021	19,846	27,692	27,301	34,310	26,725	27,099	34,592	24,412	27,375	20,273	26,887	34,324	330,836
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	30,321	16,013	18,233	14,584	25,815	13,512	30,469	32,742	12,129	14,480	12,982	17,103	238,382
11/2019-10/2020	12,242	23,874	12,553	24,365	15,834	20,852	23,878	21,118	18,388	9,805	20,177	19,141	222,226
11/2020-10/2021	11,261	18,084	36,653	10,983	17,393	13,064	26,546	15,350	13,695	18,494	27,873	14,334	223,731
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	20,854			4,713	13,836	43,822	14,306	27,635	6,887	13,830	13,887	6,964	166,734
11/2019-10/2020	5,262	13,900	20,854	6,930	36,935	6,915	20,739	6,909	7,386	21,229			147,059
11/2020-10/2021		5,288	6,957	20,805	13,832	43,818	13,836	20,709	6,910	21,236	13,871		167,262
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	7,336	13,712	15,785	7,687	14,699	21,466	9,193	14,096	14,412	7,312	5,245	13,081	144,024
11/2019-10/2020	14,544	15,890	10,845	1,535	10,500	6,900	6,289	2,554	15,417	7,438	15,183	7,943	115,037
11/2020-10/2021	11,857	1,051	9,585	7,259	14,445	6,165	6,431	8,073	19,150	10,016	2,150	11,850	108,031
CITY OF SUNRISE NEF													
11.2018-10.2019	3,484	7,939	9,926	14,967	20,148	4,936	22,914	15,950	5,486	13,280	5,940	8,942	133,912
11/2019-10/2020	7,476	4,956	6,495	11,344	10,913	7,500	28,096	6,400	8,973	3,952	6,464	7,938	110,508
11/2020-10/2021	2,987	7,941	7,918	4,525	17,871	3,451	20,118	7,881	3,895	6,917	17,908	7,454	108,866
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	14,401	6,958	21,837	7,456	14,861	7,412	14,332	6,922	12,920	7,408	14,852	7,440	136,799
11/2019-10/2020	6,000	7,459	11,999	6,000	12,502	6,423	6,502	8,916	8,500	7,410	10,433	11,915	104,059
11/2020-10/2021	5,967	6,000	6,500	7,441	4,000	7,413	6,000	7,380	7,408	7,413	6,000	13,944	85,466

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	7,816	7,777	7,593	7,607	11,340	6,923	11,525	11,889	7,212	10,421	7,134	7,497	104,734
11/2019-10/2020	5,963	10,948	6,230	6,538	7,391	6,414	14,440	15,003	8,910	10,898	9,410	6,483	108,627
11/2020-10/2021	6,595	9,213	9,158	9,496	7,735	9,642	15,920	8,357	8,690	8,376	7,155	9,524	109,861
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	5,308		15,833	6,885	3,508	6,602	6,870	12,399	3,700	3,800	11,460	4,307	80,672
11/2019-10/2020	5,900	3,980	12,370	4,106	9,970	9,504	14,864	2,987	5,465	3,276	4,701	18,890	96,013
11/2020-10/2021	3,488	2,981	11,148	10,904	9,001	2,000	8,704	9,962	2,569	4,981	9,470	10,948	86,156
TOWN OF DAVIE NEF													
11.2018-10.2019	8,950	5,660	3,578	4,621	5,687	15,560	8,021	4,952	5,799	4,659	6,776	4,267	78,530
11/2019-10/2020	8,621	5,310	8,010	3,274	5,537	814	5,850	19,547	8,965	6,393	7,211	4,654	84,187
11/2020-10/2021	5,274	960	7,367	2,286	7,046	8,150	6,119		15,087			10,886	63,176
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	5,383	3,308	4,493	6,200	4,378	3,579	4,960	2,108	3,940	7,894	2,969	4,000	53,212
11/2019-10/2020	5,985	4,465	6,948	3,956	8,415	5,934	5,953	4,152	8,872	4,943	5,444	8,931	73,998
11/2020-10/2021	5,325	4,469	4,000	10,491	2,964	10,864	5,912	4,000	8,918	13,529	5,937	11,522	87,931
CITY OF MIRAMAR NEF													
11.2018-10.2019	12,721	5,667	3,171	6,404	6,203	6,788	5,950	10,516	5,386	5,213	4,993	2,701	75,714
11/2019-10/2020		6,991	5,871	3,767	3,564	6,041	6,326	4,633	6,240	7,068	4,916	5,285	60,702
11/2020-10/2021	4,088	6,580	5,261	5,895	4,644	4,639	4,838	6,288	4,605	5,385	4,275	5,737	62,235
CITY OF BOCA RATON NEF													
11.2018-10.2019	5,017	5,184	5,363	6,040	5,057	8,410	7,225	5,741	6,224	6,714	4,250	5,647	70,872
11/2019-10/2020	6,355	5,642	5,832	4,695	4,535	6,042	5,454	6,020	5,381	4,900	5,751	6,402	67,008
11/2020-10/2021	4,796	5,583	6,086	4,183	3,438	4,998	4,243	4,885	4,670	4,973	4,906	5,228	57,989
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	7,447	7,430		7,422	7,430		7,402	5,434		7,222	7,177		56,964
11/2019-10/2020	7,441	7,465		7,425	7,433	7,404	7,394	7,404	7,405	7,419	7,459		74,249
11/2020-10/2021	7,459	11,916	6,502		7,412		7,408	7,406	7,420			7,445	62,968
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	6,960		7,463	4,861	6,934	6,919	6,907	6,902	6,916		6,943		60,805
11/2019-10/2020	6,967	6,950	7,443		6,910	6,912	6,909	6,906		6,916		6,965	62,878
11/2020-10/2021	6,972	6,946		6,952	6,907	6,911	6,914	6,001		6,915	6,924	6,966	68,408
CITY OF TAMARAC NEF													
11.2018-10.2019	2,892	9,794	3,471	2,656	11,126	3,136	3,005	10,243	3,426	4,354	3,278	1,807	59,188
11/2019-10/2020	2,300	2,302	2,247	10,346	3,031	1,892	7,961	2,951	3,193	2,031	2,704	10,980	51,938
11/2020-10/2021	2,085	3,299	11,514	2,061	2,438	2,543	10,161	4,957	7,055	2,412	8,378	2,881	59,782
CITY OF LAUDERHILL NEF													
11.2018-10.2019	4,378	4,834	2,477	4,678	5,662	3,470	6,524	4,634	3,960	4,236	4,772	3,490	53,117
11/2019-10/2020	5,141	4,797	5,332	3,137	4,473	3,665	6,158	3,262	4,984	3,710	5,083	4,617	54,359
11/2020-10/2021	4,247	5,076	4,688	4,427	3,483	5,501	3,374	5,901	5,302	3,425	4,575	5,433	55,431
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	7,485		7,450		7,415	7,365		10,869		7,403	7,347		55,334
11/2019-10/2020	7,481		7,457	5,929		9,946	3,260	3,353	2,172	4,201			43,799
11/2020-10/2021	2,983	554	3,671	3,500	2,173	2,965	1,383	3,298	1,580	4,049	3,971	2,980	33,108
CITY OF NORTH MIAMI NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	4,965	2,974	2,979	1,982	2,968	5,919	2,958	6,907	2,963	2,963	1,979	3,968	43,525
11/2019-10/2020	2,978	5,954	1,984	1,981	3,952	3,950	1,972	2,954	6,902	3,954	3,966	3,971	44,518
11/2020-10/2021	2,988	2,996	4,974	3,962	2,968	2,967	2,962	5,914	3,948	1,973	989	2,976	39,617
CITY OF MARGATE NEF													
11.2018-10.2019	2,427	2,483	3,473	3,974	2,668	9,667	5,129	5,449	1,480	2,370	993		40,113
11/2019-10/2020	3,477	997	3,469	7,471	3,959	1,976	5,915	2,068	6,141	2,174	1,982	61	39,690
11/2020-10/2021	2,190	3,474	3,177	2,479	6,480	3,952	4,434	2,460	2,962	2,964	1,486	171	36,229
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	2,476	2,879	2,100	2,737	2,793	2,727	2,694	4,752	2,339	3,105	2,378	3,158	34,139
11/2019-10/2020	2,641	2,632	2,590	2,601	2,701	2,962	2,872	2,861	2,991	2,907	2,904	2,370	33,032
11/2020-10/2021	2,995	2,750	2,847	2,698	2,862	3,314	2,790	2,808	2,745	2,763	3,062	428	32,059
CITY OF GREENACRES NEF													
11.2018-10.2019	2,325	2,132	2,000	1,558	2,445	2,278	1,769	2,614	2,138	2,164	1,700	1,928	25,051
11/2019-10/2020	2,788	1,697	1,475	1,326	1,701	2,264	1,616	1,325	2,598	2,138	1,187	1,959	22,074
11/2020-10/2021	2,058	2,150	1,501	2,802	1,600	2,200	1,900	1,880	2,200	2,300	1,221	2,173	23,985
CITY OF WESTON NEF													
11.2018-10.2019	4,000		4,003		4,000	404	2,000	4,405		4,445	4,400		27,657
11/2019-10/2020	3,500	4,500	2,050	3,460			4,503			4,500			22,513
11/2020-10/2021		3,501		4,500	1,501			4,500			4,499		18,501
CITY OF DANIA BEACH NEF													
11.2018-10.2019	3,000	2,990	3,000	2,478	3,502	2,500	1,977	1,500		2,000	2,500		25,447
11/2019-10/2020	1,808	2,005	1,322		2,000	1,000	599	2,000	2,000		1,800	2,000	16,535
11/2020-10/2021	1,000	1,000	990	2,000	1,000	2,000	1,001	2,000	1,000	1,000	2,800	3,000	18,791
CITY OF SUNNY ISLES BEACH													
11.2018-10.2019	1,485	1,401	1,486	1,452	2,636	1,500	1,760	3,261	1,200	1,170	2,552	1,200	21,103
11/2019-10/2020	1,206	2,622	1,281			1,300	1,330	1,200	1,333	2,296	2,402	1,403	16,373
11/2020-10/2021	1,151	2,502	1,196	1,378	2,197	1,160	1,451	1,504	2,302	1,101	1,171	1,350	18,462
TOWN OF PALM BEACH NEF													
11.2018-10.2019	2,696	453	1,106	1,956	1,364	4,608	500	5,091		384	1,882	1,326	21,367
11/2019-10/2020	1,970	800	1,921	752	684	2,192	4,379	400		469	1,114	983	15,662
11/2020-10/2021	427	1,929	2,167	462	2,510		1,011	2,053	2,439	1,238	1,479	468	16,184
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019		1,151	2,402	1,204	2,700		2,602	2,000	650		1,500	2,000	16,209
11/2019-10/2020	1,600		2,000		2,500		2,101		1,974		2,000		12,175
11/2020-10/2021		3,788		3,701	2,099	1,367	740	1,906	2,299			1,985	17,885
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019	488	422	900	461	500	455	910	736	470	492	427	480	6,743
11/2019-10/2020	500	897	391	323	387	1,012	683	436	500	493	505	511	6,638
11/2020-10/2021	483	451	384	827		591	933	399	372	388	485	890	6,202
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019		754	347		593	405	500	852		596	326	801	5,174
11/2019-10/2020	250	699	508		215	201	831		300	600	437	465	4,505
11/2020-10/2021		252	500	512	350	212	301		701	300		500	3,627
BROWARD SHERIFF'S OFC - PU-NEF													
11/2019-10/2020							1,578	0					1,578

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
VILLAGE OF ROYAL PALM BCH-NEF													
11.2018-10.2019								727					727
11/2019-10/2020							1,024	(324)					700
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	**1,863,508**	**1,836,260**	**1,966,732**	**1,956,395**	**2,166,775**	**2,104,188**	**2,184,287**	**2,152,975**	**1,932,763**	**2,088,313**	**1,771,740**	**1,660,372**	**23,684,308**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	93,854	82,319	89,286	90,671	115,955	145,112	102,864	117,551	71,707	105,456	34,802	64,754	1,114,332
11/2019-10/2020	78,057	93,093	112,507	56,476	140,422	66,891	99,043	73,958	86,541	100,946	77,236	51,249	1,036,420
11/2020-10/2021	67,952	91,030	89,012	134,528	180,197	101,559	111,402	114,927	107,042	109,915	76,910	29,344	1,213,818
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	96,307	62,556	89,221	71,338	88,859	96,650	79,627	96,440	69,901	97,072	79,249	43,989	971,209
11/2019-10/2020	87,335	88,955	61,238	79,842	70,926	97,065	87,630	70,594	87,737	79,602	71,068	71,223	953,215
11/2020-10/2021	53,535	80,750	79,878	80,320	80,115	97,522	87,355	74,289	70,778	88,390	70,919	88,615	952,465
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	40,163	48,180	54,160	52,984	47,177	49,458	57,093	75,763	44,747	56,398	65,775	57,700	649,600
11/2019-10/2020	43,061	71,265	65,364	46,076	63,320	71,842	67,718	59,020	67,377	47,410	49,189	55,130	706,772
11/2020-10/2021	47,244	59,876	64,739	57,576	59,650	64,005	72,766	57,892	41,830	63,916	52,047	35,492	677,034
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	25,300	24,794	39,579	40,079	47,789	24,575	47,301	47,821	27,603	40,410	24,333	29,761	419,344
11/2019-10/2020	40,068	32,746	32,177	25,895	30,711	29,497	10,377	32,488	40,718	33,993	17,229	16,851	342,748
11/2020-10/2021	32,365	40,323	33,806	56,114	32,969	40,464	24,954	40,727	40,400	11,073	39,592	10,276	403,063
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	37,244	29,674	37,110	22,262	36,972	29,520	44,198	55,509	29,220	29,489	29,580	29,695	410,473
11/2019-10/2020	37,285	29,822	22,355	21,077		14,742	22,120	44,259	51,686	29,557	29,617	29,762	332,282
11/2020-10/2021	37,336	29,825	37,262	29,819	37,130	37,000	44,251	29,423	36,879	44,285	29,620	22,328	415,158
CITY OF MIRAMAR NEF													
11.2018-10.2019	56,596	29,227	32,816	35,613	38,498	33,678	31,549	39,012	34,015	31,451	23,970	18,635	405,059
11/2019-10/2020	17,775	32,097	29,337	41,168	34,272	28,479	34,327	29,290	27,535	38,028	36,958	27,762	377,029
11/2020-10/2021	27,466	26,396	27,290	33,616	27,431	25,172	32,557	26,322	27,622	26,308	26,047	32,144	338,371
CITY OF SUNRISE NEF													
11.2018-10.2019	22,720	29,448	37,747	31,698	30,700	23,742	38,689	37,799	28,791	32,475	23,021	37,615	374,445
11/2019-10/2020	36,750	23,917	32,823	23,842	31,824	29,842	39,729	24,619	34,200	29,436	28,843	23,872	359,696
11/2020-10/2021	31,567	23,049	37,798	32,757	33,635	26,834	27,902	35,750	33,940	29,233	27,434	29,087	368,984
CITY OF MIAMI NEF													
11.2018-10.2019	24,896	33,292	33,724	33,566	33,103	32,408	32,976	41,676	33,874	41,773	25,157	33,688	400,133
11/2019-10/2020	40,634	33,006	32,000	23,994	16,810	31,914	32,743	29,947	24,676	25,126	33,185	33,204	357,239
11/2020-10/2021	25,417	23,380	25,325	25,259	33,365	24,718	32,067	31,895	25,080	30,694	29,632	24,818	331,650
TOWN OF DAVIE NEF													
11.2018-10.2019	35,207	25,023	25,927	32,354	26,604	35,094	26,476	34,941	32,148	23,955	25,114	23,855	346,698
11/2019-10/2020	25,827	19,704	38,211	26,809	26,422	26,853	30,735	26,996	24,133	34,555	32,623	30,791	343,659
11/2020-10/2021	25,918	25,192	29,546	25,009	26,425	25,089	32,158	25,089	31,636	23,353	17,055	29,505	315,975
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	36,338	27,268	18,393	27,441	35,937	27,020	26,294	35,811	24,214	27,095	18,503	27,018	331,331
11/2019-10/2020	27,016	27,452	18,080	26,947	27,176	26,337	35,572	26,207	35,646	17,473	26,664	27,401	321,971
11/2020-10/2021	27,461	17,924	27,060	27,403	26,842	26,836	27,138	35,430	26,477	26,175	26,927	27,062	322,735

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	33,690	17,840	17,764	33,542	25,546	25,834	32,657	34,329	16,690	26,348	25,862	17,728	307,830
11/2019-10/2020	8,856	35,407	31,240	26,607	22,324	21,173	39,131	15,631	25,450	16,727	26,349	30,558	299,453
11/2020-10/2021	25,849	16,819	26,639	26,639	24,292	26,425	25,416	33,142	17,459	31,117	28,503	22,780	305,080
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	25,471	16,609	16,958	17,018	24,902	16,459	16,944	25,283	16,909	16,502	36,494	42,074	271,623
11/2019-10/2020	16,588	25,076	16,837	16,793	16,401	16,775	24,689	16,720	25,125	16,763	16,405	16,995	225,167
11/2020-10/2021	8,440	22,972	16,867	16,916	16,402	16,767	16,708	25,011	16,690	16,716	16,820	16,917	207,226
CITY OF LAUDERHILL NEF													
11.2018-10.2019	20,109	19,102	13,259	20,178	25,212	12,574	25,509	18,687	18,548	20,087	18,406	12,960	224,631
11/2019-10/2020	18,707	16,685	21,410	12,707	18,930	13,198	23,678	16,375	21,897	18,602	15,994	19,294	217,477
11/2020-10/2021	16,965	20,006	21,061	18,957	18,501	22,310	17,309	18,256	21,555	17,559	17,549	21,510	231,538
CITY OF NORTH MIAMI NEF													
11.2018-10.2019	18,830	13,830	22,312	14,701	13,499	18,415	21,808	23,987	12,777	13,750	23,685	12,856	210,450
11/2019-10/2020	22,796	17,858	13,874	14,448	20,770	20,662	14,626	13,677	17,665	21,486	20,744	12,876	211,482
11/2020-10/2021	13,917	13,908	19,833	20,849	12,856	22,596	13,668	17,653	19,672	14,562	15,129	13,851	198,494
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019	15,148	21,253	15,102	21,489	23,494	14,055	19,304	24,329	13,333	21,480	19,855	20,604	229,445
11/2019-10/2020	11,949	19,810	12,688	10,303	21,207	13,522	21,555	12,606	11,916	21,357	11,807	20,021	188,741
11/2020-10/2021	13,427	20,199	10,650	21,997	9,682	19,770	14,624	18,707	13,424	17,656	9,619	21,110	190,867
CITY OF MARGATE NEF													
11.2018-10.2019	19,344	12,880	19,299	18,748	12,115	35,479	17,431	21,494	13,464	20,252	14,108	839	205,453
11/2019-10/2020	18,842	13,886	19,843	27,363	18,279	12,814	23,620	12,187	22,519	12,609	13,359	196	195,517
11/2020-10/2021	13,231	19,465	19,620	12,495	36,223	19,233	17,697	12,260	19,194	20,184	13,344	3,174	206,120
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	10,506	10,813	10,870	10,379	15,586	9,863	14,803	12,999	10,525	15,578	36,658	29,249	187,826
11/2019-10/2020	10,576	14,395	10,072	11,507	16,937	10,743	18,058	9,093	13,983	15,675	14,852	10,191	156,080
11/2020-10/2021	11,049	16,142	14,875	13,525	13,721	16,107	21,135	14,229	16,744	16,866	9,275	14,097	177,764
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	16,325	8,689	8,677	17,403	8,770	17,497	17,455	13,427	8,138	16,699	8,663	17,453	159,196
11/2019-10/2020	18,820	9,889	19,701	8,016	15,717	17,315	13,723	9,339	10,900	14,705	8,367	8,430	154,922
11/2020-10/2021	15,532	7,731	15,407	15,989	15,203	14,091	13,009	16,567	10,393	20,336	11,557	12,633	168,448
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	11,859	15,349	13,403	17,338	13,881	9,892	15,695	11,886	5,692	19,644	8,909	13,912	157,460
11/2019-10/2020	8,971	8,871	16,755	7,908	18,574	10,723	12,662	13,810	16,504	8,777	15,793	15,837	155,185
11/2020-10/2021	11,742	10,947	7,000	22,877	5,432	20,192	9,769	8,644	15,760	18,179	8,827	19,852	159,221
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	7,907		7,686	15,785	7,878	39,719	15,690	15,694	7,848	15,722	15,791	7,935	157,655
11/2019-10/2020	7,891	7,929	7,939	7,893	31,900	15,746	7,875	15,742	7,871	15,749	7,887		134,422
11/2020-10/2021		7,853	7,000	7,922	15,804	31,843	15,743	7,847	15,752	15,757	7,903		133,424
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019								7,357		17,649			25,006
11/2019-10/2020	26,699	8,880	26,479	16,387	17,514	26,482	17,716	16,812	16,677	25,584	17,445	17,754	234,429
11/2020-10/2021				8,850	17,676	17,568	17,584	16,999	17,398	16,656	17,658	8,756	139,145
CITY OF TAMARAC NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	7,668	7,431	7,433	7,441	14,757	7,341	7,347	10,856	6,000	7,374	7,301	7,425	98,374
11/2019-10/2020	7,438	7,433	7,450	7,431	7,403	7,378	10,093	7,002	7,358	7,379	7,396	7,421	91,182
11/2020-10/2021	7,757	7,659	7,453	7,622	7,406	7,588	13,969	3,922	14,039	7,768	5,926	7,462	98,571
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	7,459	7,408	7,424	7,911	7,393	7,381	7,844	14,741	7,355			7,395	82,311
11/2019-10/2020	5,005	8,177	6,000	6,002	5,919	10,412	4,001	8,909	5,451	7,392	8,001	6,945	82,214
11/2020-10/2021	5,971	6,001	6,000	7,438	6,005	7,477	7,378	7,380	7,373	7,364	6,502	6,001	80,890
TOWN OF PALM BEACH NEF													
11.2018-10.2019	6,300	3,931	3,200	4,001	6,999	4,956	7,456	8,004		7,002	3,982	6,814	62,643
11/2019-10/2020	4,000	6,448	7,000	6,431	6,107	3,411	9,104	3,404	8,583	3,501	4,000	6,998	68,987
11/2020-10/2021	3,000	7,644	6,113	4,000	5,521	3,000	6,870	5,868	5,300	3,676	6,401	7,122	64,516
CITY OF BOCA RATON NEF													
11.2018-10.2019	4,852	5,008	4,631	5,653	5,157	4,044	6,062	4,228	4,385	5,551	3,708	4,847	58,125
11/2019-10/2020	4,950	4,986	4,871	4,020	3,596	5,001	5,057	4,818	5,058	4,383	4,605	5,489	56,834
11/2020-10/2021	3,864	4,634	5,552	4,634	4,841	4,630	3,609	5,394	5,125	4,162	4,193	5,105	55,744
CITY OF WESTON NEF													
11.2018-10.2019	4,501		4,501	4,500	4,501		5,802	6,001		6,434		4,502	40,742
11/2019-10/2020	4,500		6,002	4,448		4,502	4,500		4,502	4,500		4,500	37,454
11/2020-10/2021	4,501		4,500	4,500	2,501		4,202	4,502	4,502	4,502		4,500	38,210
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	3,800	3,957	4,000	3,503	5,116	3,401	4,200	7,319	3,500	4,537	4,240	4,061	51,634
11/2019-10/2020	3,600	3,701	3,450	2,651	725	794	1,500				4,402	3,300	24,124
11/2020-10/2021		2,201	1,200				4,001	1,360	1,000	1,700	4,046		15,508
CITY OF DANIA BEACH NEF													
11.2018-10.2019	2,501	2,300	2,500	2,362	2,401	2,200	2,501	2,470		2,500	2,400		24,135
11/2019-10/2020	2,424	2,500	2,500	2,173	2,501	4,151	2,326	2,003	4,200	2,000	2,400	2,201	31,378
11/2020-10/2021	2,000	2,000	1,990	3,965	1,501	4,002	3,200	4,002	1,988	2,500	2,001	4,002	33,151
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019					1,850	1,800	3,802	2,959	1,805	2,100			14,315
11/2019-10/2020	1,296	4,228	1,500	1,802	2,322	3,479	2,908	1,700	2,179	1,989	1,801	2,100	27,304
11/2020-10/2021	1,787	1,699	2,101	4,299	1,800	1,500	3,871	2,258	2,314	2,306	1,978	3,257	29,170
CITY OF GREENACRES NEF													
11.2018-10.2019	1,558	1,535	1,200	1,329	1,520	1,848	1,497	1,726	1,476	1,525	1,394	878	17,485
11/2019-10/2020	1,876	1,285	950	340	526	1,854	1,363	791	1,906	1,975	1,134	970	14,969
11/2020-10/2021	1,200	900	1,753	1,301	1,000	1,532	1,300	1,504	1,336	1,506	1,053	1,244	15,628
VILLAGE OF PALM SPRINGS NEF													
11/2020-10/2021						3,016	8,209	5,909	7,218	7,019			31,371
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	336		309	312	559	268	643	599	300	322	306	539	4,493
11/2019-10/2020	337	236	260			293	300	275	249	300	352	224	2,826
11/2020-10/2021	301	283		262	386	294	300		356	314	303		2,797
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						875				1,136			2,010
11/2020-10/2021							992	850	1,282	1,226			4,349
BROWARD SHERIFF'S OFC - PU-NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020							1,180	0					1,180
DYED ULTRA LOW SULFUR DS/BULK GALLONS	**86,025**	**82,606**	**134,365**	**134,171**	**184,933**	**185,527**	**161,797**	**156,800**	**87,129**	**79,098**	**120,938**	**116,453**	**1,529,841**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	7,415	6,629	6,329	7,463	9,191	15,207	8,408	11,679	7,743	9,496	7,444	20,032	117,034
11/2019-10/2020	8,278	7,054	8,335	6,066	16,838	12,945	6,602	7,368	6,221	7,471	7,205	7,831	102,214
11/2020-10/2021	13,993	6,237	14,865	6,992	15,795	10,458	8,574	7,942	7,113	6,336	15,364	9,737	123,406
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	8,402		6,935	6,922	13,852	11,922	6,910	6,700	(77)	5,241	6,927	6,954	80,688
11/2019-10/2020	6,100		6,958		9,375	36,559		34	6,917		6,940	7,171	80,054
11/2020-10/2021	13,925	6,958	6,945	6,935	26,671	14,705	6,913				6,928	6,965	96,945
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019			301			613			9,797				10,711
11/2019-10/2020			21,293	27,714	13,873	7,417	14,890	6,896		21,264		7,459	120,806
11/2020-10/2021	12,819	13,933	20,871	14,382		7,419	7,210	7,410			20,784	13,901	118,729
CITY OF BOCA RATON NEF													
11.2018-10.2019	1,000	2,505	2,001	1,001	3,251	4,002	6,503	4,102	2,970	2,000	4,380	3,000	36,714
11/2019-10/2020	1,000	1,001	3,280	2,300	4,001	3,000	6,601	3,500		2,502	1,001	3,401	31,586
11/2020-10/2021		3,018	1,000		4,100	4,000	2,400	3,780	6,459	2,985	2,884		30,626
CITY OF MIRAMAR NEF													
11.2018-10.2019		11,937			9,457	7,384	1,593	6,676			7,451	3,013	47,512
11/2019-10/2020			5,002	9,118			2,000		1,801				17,920
11/2020-10/2021		7,444	3,136		1,150	5,814	5,000		1,501		4,407		28,452
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019			4,106		8,218			15,469			445		28,237
11/2019-10/2020		3,650	8,709	683			9,947	2,001	2,947				27,936
11/2020-10/2021			650	6,254	3,380	2,695	5,357	801		5,040	10,629	800	35,606
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	3,262	189	174	4,276	3,485	9,287	431	2,902	228	422	439		25,093
11/2019-10/2020	2,500	201	250		3,436	9,800	4,141	575	226	3,000	152	303	24,583
11/2020-10/2021	150	2,705	150	276	250	3,087	425	551	264	400	100	200	8,558
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	200				399			4,000			828		5,427
11/2019-10/2020		2,238	200	619	120				7,092				10,270
11/2020-10/2021					1,800		1,800	7,886		210	6,500	4,350	22,546
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	154	155	360	171	118	400	457	4,334	73	383	181	849	7,633
11/2019-10/2020	1,163		768	374	1,075	353	4,568	3,005	810	534		659	13,309
11/2020-10/2021		58	321	790	10,289	786	2,512	224	158	137	1,000	98	16,372
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019					7,418			1,948	284				9,650
11/2019-10/2020				9,915			1,157		682	927			12,681
11/2020-10/2021				6,501			4,900						11,401
CITY OF MARGATE NEF													
11.2018-10.2019				4,878		800		643			851	2,100	9,273

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020	1,805						1,446			800			4,051
11/2020-10/2021				2,294								12,929	15,223
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	1,500		1,269		1,001	1,301	1,784	1,800	1,000			1,000	10,655
11/2019-10/2020		1,212		2,000		1,394	1,050	2,255			1,540		9,451
11/2020-10/2021			2,000		1,200		1,135	1,004		977	871	1,000	8,187
TOWN OF DAVIE NEF													
11.2018-10.2019								4,034					4,034
11/2020-10/2021							9,863	3,979		7,406			21,248
CITY OF POMPANO BEACH NEF													
11.2018-10.2019			2,493					3,001	1,000				6,494
11/2019-10/2020			2,000				4,499	2,500	1,500				10,499
11/2020-10/2021					3,000			1,000			1,000		5,001
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019					2,124		2,222	0	1,875				6,221
11/2019-10/2020						2,375	1,135		5,126				8,635
11/2020-10/2021		1,200							1,250				2,450
CITY OF SUNRISE NEF													
11.2018-10.2019	2,081	93	118	1,674	125	85	150	1,715	197	127	158	79	6,600
11/2019-10/2020	110	118	215	139	154	160	2,660	241	142	137	134	117	4,327
11/2020-10/2021	74	1,318	95	116	160	276	2,881	101	296	152	140	144	5,753
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019		243	1,942	1,424	709	483	550	4,075	443				9,868
11/2019-10/2020	95	510			467	327		63				324	1,785
11/2020-10/2021			881			500		766		501			2,648
CITY OF COOPER CITY, FL NEF													
11.2018-10.2019								4,173					4,173
11/2019-10/2020				2,242									2,242
11/2020-10/2021						4,458							4,458
CITY OF TAMARAC NEF													
11.2018-10.2019						304			2,000				2,304
11/2019-10/2020						4,987							4,987
11/2020-10/2021					2,260								2,260
CITY OF MIAMI NEF													
11.2018-10.2019							834						834
11/2020-10/2021								8,165					8,165
TOWN OF PALM BEACH NEF													
11.2018-10.2019									1,198				1,198
11/2019-10/2020									4,377				4,377
11/2020-10/2021					3,357								3,357
CITY OF NORTH MIAMI NEF													
11.2018-10.2019					490			1,228				996	2,713
11/2019-10/2020		980					910						1,890
11/2020-10/2021				653			409				1,091		2,154
CITY OF CORAL SPRINGS NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019			351					401			3,164		3,916
11/2019-10/2020							1,931						1,931
11/2020-10/2021					591					251			842
CITY OF LAUDERHILL NEF													
11.2018-10.2019							2,398		3,519				5,917
11/2019-10/2020								701					701
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019								2,201					2,201
11/2019-10/2020			672				2,441						3,112
11/2020-10/2021								416					416
CITY OF DANIA BEACH NEF													
11.2018-10.2019								748					748
11/2019-10/2020												1,002	1,002
11/2020-10/2021					1,200								1,200
TOWN OF LANTANA NEF													
11/2019-10/2020										400			400
11/2020-10/2021							2,001						2,001
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019					552		390	708					1,651
11/2019-10/2020				416									416
CITY OF SUNNY ISLES BEACH													
11/2019-10/2020							1,323						1,323
CITY OF WESTON NEF													
11.2018-10.2019								1,000					1,000
SCHOOL DISTRICT PLM BCH CY NEF													
11/2020-10/2021							400						400
TOWN OF HILLSBORO BEACH NEF													
11.2018-10.2019							47						47
11/2019-10/2020								101					101
11/2020-10/2021							40						40
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						123							123
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019						100							100
SBBC VEHICLE MAINTEN. DPT NEF													
11/2019-10/2020												41	41
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	**63,495**	**65,327**	**70,994**	**62,603**	**67,228**	**78,720**	**74,392**	**65,838**	**109,165**	**88,779**	**63,903**	**74,678**	**885,123**
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								6,879	27,739	29,131			63,749
11/2019-10/2020	42,756	24,410	42,062	23,807	27,760	44,971	33,909	26,606	40,182	33,601	39,015	33,241	412,320
11/2020-10/2021	19,689	40,917	27,532	38,296	38,768	33,749	39,069	32,013	40,844	24,919	24,388	41,050	401,234
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	401		500		398		501		400				2,200
11/2019-10/2020	649		400		302		514	340		528	500		3,233

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2020-10/2021			500	500			400			600		387	2,387
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	**41,339**	**69,529**	**43,094**	**70,302**	**40,339**	**28,805**	**45,767**	**58,141**	**31,650**	**25,513**	**42,870**	**47,531**	**544,879**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	8,948	26,243	8,864	26,493	17,750	8,859	26,078	17,403	17,502		25,944	17,758	201,842
11/2020-10/2021	8,946	26,580	17,722	17,818						8,388		8,894	88,348
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	7,979	2,987	4,024	8,371	4,487	6,455	7,142	7,990	5,490	6,997	5,499	3,979	71,399
11/2019-10/2020	6,975	2,986	6,132	7,662	6,534	7,280	8,577	5,657	6,464	8,879	3,937	5,990	77,069
11/2020-10/2021	6,792	6,830	3,400	6,809	8,800	3,201					5,390	6,400	47,621
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019	744	1,003	951	1,004	1,096	1,003	1,100	2,091	991		950	1,496	12,429
11/2019-10/2020	956	1,901	1,000		874	1,025	1,678		1,203	1,250	1,149	992	12,028
11/2020-10/2021		1,000	1,001	2,144	799	983	1,193					2,022	9,142
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								25,001					25,001
CITY OF NORTH MIAMI NEF													
11/2020-10/2021										0			0
CFN ULTRA LOW SULFUR DSL	**1,679**	**1,565**	**1,575**	**1,500**	**1,293**	**5,859**	**1,220**	**1,653**	**1,256**	**1,537**	**1,710**	**2,011**	**22,858**
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	557	585	647	609	561	567	505	640	480	653	597	539	6,942
11/2019-10/2020	671	525	517	366	365	382	273	440	356	480	695	569	5,638
11/2020-10/2021	411	454	411	525	367	440	388	573	419	404	418	503	5,312
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						4,461	55						4,516
11/2019-10/2020												400	400
11/2020-10/2021	40												40
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						9							9
CFN GASOHOL 87 ETHANOL 10% /BULK	**91**	**1,723**	**145**	**89**	**144**	**15,165**	**1,130**	**132**	**136**	**190**	**73**	**124**	**19,144**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						15,074	1,039			122			16,235
11/2019-10/2020		150	34									24	208
11/2020-10/2021	11	1,457						18	19				1,505
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019		37	29	27	71	27	27	79	44	19		31	392
11/2019-10/2020	41	43	44	32	30	27	14	13	45	31	37	23	379
11/2020-10/2021	39	36	37	30	44	27	49	22	28	19	36	47	414
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						10							10
DIESEL EXHAUST FLUID/BULK	**956**	**504**	**1,333**	**668**	**996**	**1,034**	**1,760**	**1,648**	**702**	**801**	**1,201**	**600**	**12,201**
CITY OF FORT LAUDERDALE NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020			4		418	51	451	450	500	302	401	401	2,977
11/2020-10/2021	500	500	650	250	945	200	500	651	400	400	800	600	6,396
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	456						558						1,014
11/2019-10/2020			269					497					766
11/2020-10/2021			414			383	251						1,048
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	**55**	**110**	**55**	**385**	**55**		**220**	**110**		**110**	**110**	**165**	**1,375**
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	55		55	165			110	110				55	550
11/2019-10/2020		110		110			110			110	110		550
11/2020-10/2021				110								110	220
CITY OF FORT LAUDERDALE NEF													
11/2019-10/2020					55								55
CFN UNL REC 90		**36**				**178**							**214**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						163							163
11/2020-10/2021		36											36
BROWARD SHERIFF'S OFFICE NEF													
11/2019-10/2020						15							15
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Stephen Bush							
Firm's Qualification and Capabilities	0-40	15	25	20	40	15	10
Emergency Suppliy Capabilities	0-20	8	10	5	20	10	5
References	0-10	5	5	5	10	5	3
Cost	0-30	10	20	15	10	15	20
	Total =	38	60	45	80	45	38
Committee Member	Potential Points						
Forrest Hall							
Firm's Qualification and Capabilities	0-40	18	40	20	40	6	10
Emergency Suppliy Capabilities	0-20	8	18	10	20	5	5
References	0-10	6	10	8	10	3	2
Cost	0-30	12	12	15	10	15	15
	Total =	44	80	53	80	29	32
Committee Member	Potential Points						
Ross Meslin							
Firm's Qualification and Capabilities	0-40	20	30	20	38	10	10
Emergency Suppliy Capabilities	0-20	5	18	10	18	5	5
References	0-10	5	9	6	9	0	2
Cost	0-30	15	20	10	5	30	25
	Total =	45	77	46	70	45	42

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Angelo Salmone							
Firm's Qualification and Capabilities	0-40	25	35	25	40	20	20
Emergency Suppliy Capabilities	0-20	10	17	10	20	7	5
References	0-10	5	7	6	10	2	2
Cost	0-30	22	25	23	20	20	20
	Total =	62	84	64	90	49	47

Committee Member	Potential Points						
Paul Strauss							
Firm's Qualification and Capabilities	0-40	30	35	35	40	20	20
Emergency Suppliy Capabilities	0-20	10	15	15	18	10	10
References	0-10	5	10	10	10	5	5
Cost	0-30	15	20	5	5	20	20
	Total =	60	80	65	73	55	55

Committee Members (Average)							
Firm's Qualification and Capabilities	0-40	22	33	24	40	14	14
Emergency Suppliy Capabilities	0-20	8	16	10	19	7	6
References	0-10	5	8	7	10	3	3
Cost	0-30	15	19	14	10	20	20
	Average Score =	50	76	55	79	45	43

Committee Members (Total)							
Firm's Qualification and Capabilities	0-200	108	165	120	198	71	70
Emergency Suppliy Capabilities	0-100	41	78	50	96	37	30
References	0-50	26	41	35	49	15	14
Cost	0-150	74	97	68	50	100	100
	Grand Total=	249	381	273	393	223	214

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VOTING MATRIX
RFP E-13-17
Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group
Short-List Presentations 02/06/17

FIRM / COMMITTEE MEMBER	Stephen Bush	Forrest Hall	Ross Meslin	Angelo Salomone	Paul Straus	TOTAL	RANKING
MacMillan Oil	2	2	2	2	1	9	2
Mansfield Oil	3	3	3	3	3	15	3
Port Consolidated	1	1	1	1	2	6	1

Note: Firms scored ordinally, 1, 2, 3, etc.; a score of 1 was given to the firm considered most qualified to provide the required services to the City. The firm with the fewest total points is ranked #1.

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SAMPLE SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the City of Pompano Beach ("City") and _____, a _____ corporation **or** limited liability company ("Contractor").

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

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

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

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide _____ services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

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 Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement. OR Remove the following language if not applicable: This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of $_____ per month or a Not to Exceed Fixed Fee of $_____.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis or on _____.

8. Disputes. 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.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be _____ and the Contractor's Contract Administrator shall be _____ (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: _____
_____
_____
_____
Office:
Cell:
Email:
Fax:

If to City: _____, Contract Administrator
_____
_____
_____
Office:
Cell:
Email:
Fax:

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or

sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements including, but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

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

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

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

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

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

21. Contractor 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.

22. 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

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. 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.

30. Headings. The headings or titles to Articles 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.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." 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. 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 or County 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.

36. 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 REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH

_____
ASCELETA HAMMOND, CITY CLERK

By:_____
REX HARDIN, MAYOR

(SEAL)

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

_____
(Print or type name of company here)

Witnesses:

By:_____

_____

Print Name:_____

_____
(Print or Type Name)

Title:_____

_____

Business License No._____

_____
(Print or Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by _____ _____ as _____ of _____, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Service contract 11/7/2019 ACP

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

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

November 22, 2021

ADDENDUM #1, RFP E-03-22

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

To Whom It May Concern,

I. The following changes have been made to Attachment A, page 2:

- Section 2.2 currently reads:

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

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

Plus

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

- Section 2.2 has been revised to read:

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

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

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per section 2.1. (Differential to be constant regardless of the applicable RVP.)

II. The following changes have been made to Attachment A, pages 2 and 3:

- Section 2.3 currently reads:

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

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

Plus

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

- Section 2.3 has been revised to read:

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

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

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

III. Attachment F - Sample Invoice, which included a bill of lading and invoice for diesel fuel, has been replaced by Attachment F – Sample Invoice Diesel and Unleaded Gasoline, which includes bills of lading and invoices for both diesel and unleaded gasoline.

IV. Attachment G - Product and Account Gallon Report has been added to the Attachments Tab of the City's eBid System.

V. Attachment H - E-13-17 Analysis Comparison Ranking has been added to the Attachments Tab of the City's eBid System.

VI. Attachment I - E-13-17 Voting Matrix has been added to the Attachments Tab of the City's eBid System.

VII. Attachment J - Sample Service Contract has been added to the Attachments Tab of the City's eBid System.

Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been **extended** to **2:00:00 p.m. (local), December 6, 2021.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number:	E-03-22 Addendum 1
Title:	Unleaded Gasoline & Diesel Fuel
Type:	Request for Proposals
Issue Date:	10/28/2021
Question Deadline:	11/22/2021 05:00 PM (ET)
Response Deadline:	12/6/2021 02:00 PM (ET)
Notes:	

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. 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. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Published Questions

Question: Could you please provide a copy of the previous bid tabulations as well as copies of BOLs and Invoices for both gas and diesel? Is this bid broken up in the trailer load and tank wagon deliveries? Is this an all or nothing bid? What is the average delivery size per location? What is the total estimated delivered volume per year? The turnaround time for invoices is 24 hours, does the vendor need to provide backups with the invoice? Could you please provide the street address and cities for these locations? Main Courthouse Shop N Regional courthouse Midrise Main Library S Regional Courthouse Public Safety Bldg 1 Public Safety Bldg 2 Public Safety Bldg 3 W Regional Courthouse Medical Examiner Booher Bldg. EOC BCGC West Tank 1 BCGC West Tank 2 1200 Garage Gov. Center Central Warehouse NW Regional Library Mental Health N Homeless Shelter Hughes Bldg. African American Library S Regional Maint Ctr Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315

Answer: The previous solicitation was not a bid, but an RFP. Attachment H - Analysis comparison ranking has been provided in Addendum - 1.

Attachment F- Sample Invoice Diesel and Unleaded Gasoline has been provided in Addendum - 1.

Yes, proposals should have separate amounts for transport loads and tank wagon deliveries.

Yes, this is an all or nothing RFP.

Attachments D and G provide delivered volume information.

Yes. Bills of Lading should be received with delivery of product. Quick invoice turn-around facilitates prompt payment from municipalities.

1. Broward Main Courthouse - 201 SE 6th St Fort Lauderdale, 33301
2. N. Regional Courthouse - 1600 W Hillsboro Blvd, Deerfield Beach, 33442
3. Midrise Office Building - 540 SE 3rd Ave. Fort Lauderdale, 33301
4. Main Library - 100 S Andrews Avenue, Fort Lauderdale, 33301
5. S. Regional Courthouse - 3550 Hollywood Blvd., Hollywood, 33021
6. Broward Public Safety Building - 2601 W Broward Blvd., Fort Lauderdale, 33312
7. Broward Public Safety Building - 143 NW 25 Terr., Fort Lauderdale, 33311
8. Broward Public Safety Building - 120 SW 3rd St., Pompano Beach, 33060
9. W. Regional Courthouse - 100 N Pine Island Road, Plantation, 33324
10. Medical Examiner - 5301 SW 31st Ave., Fort Lauderdale, 33312
11. Booher Building - 3275 NW 99th Way, Coral Springs, 33065
12. EOC BCGC - 201 NW 84th Ave., Plantation, 33324
13. Broward Government Center - 115 S Andrews Ave., Fort Lauderdale, 33301
14. Broward Government Center West - 1 N University Dr., Plantation, FL 33324
15. Government Center 1200 Garage - 151 SW 2nd St., Fort Lauderdale, 33301
16 Central Warehouse - 960 NW 38th St. Oakland Park, 33309
17. NW Regional Library - 3151 N University Dr., Coral Springs, 33065
18. N. Homeless Shelter - 1700 NW 30 Ave., Pompano Beach, 33069
19. African American Library - 2650 Sistrunk Blvd., Fort Lauderdale 33311

Asked: 11/22/2021 10:55 AM (ET)

Question: Would the Southeast FL Coop consider extending the due date?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for the Broward County EOC, West Tank 1 & 2 & Mental Health?

Answer: Broward EOC 201 NW 84th Ave., Plantation, 33324

Asked: 11/19/2021 02:30 PM (ET)

Question: Can you please provide the addresses for Broward County Public Safety Buildings 1, 2 & 4?

Answer: 2601 W Broward Blvd., Fort Lauderdale, 33312 -
701 SW 71st Ave., North Lauderdale, 33068 -
120 SW 3rd St., Pompano Beach, 33060

Asked: 11/19/2021 02:29 PM (ET)

Question: If a split occurs, is the fee to be included in the bid differential pricing or a separate line item on the invoice?

Answer: There shall be no fee for the split.

Asked: 11/19/2021 02:28 PM (ET)

Question: If a split occurs, how many sites are to be split per delivery?

Answer: A maximum of two sites.

Asked: 11/19/2021 02:28 PM (ET)

Question: What percentage of time are deliveries split between multiple locations?

Answer: Less than five percent (5%) of all transport loads are split locations.

Asked: 11/19/2021 02:28 PM (ET)

Question: Are gas and diesel delivered together on the same shipment?

Answer: Yes, about 10% of all transport loads are split product.

Asked: 11/19/2021 02:28 PM (ET)

Question: Would the SE Florida Coop be able to provide historical monthly volume usages by fuel grade?

Answer: Attachment G - Product and Account Gallon Report is included in Addendum - 1.

Asked: 11/19/2021 02:27 PM (ET)

Question: When will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:26 PM (ET)

Question: How will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:25 PM (ET)

Question: If you were to award/select a fixed price, do you want a “all in” price or just a differential to the NYMEX?

Answer: Taxes will not be included in the proposed differential.

Asked: 11/19/2021 02:25 PM (ET)

Question: Will the above ground tanks require the delivery truck to provide a pump for offloading?

Answer: Yes.

Asked: 11/19/2021 02:25 PM (ET)

Question: Or are wet signatures required for bids to be considered responsive?

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP

Asked: 11/19/2021 02:24 PM (ET)

Question: Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/19/2021 02:24 PM (ET)

Question: Who is the current vendor?

Answer: Port Consolidated, Inc.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide tax exemptions / certificates.

Answer: As a part of executed individual municipal contracts, the awarded company will receive tax exemption certificates from each of the respective municipalities.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide the tabulations for the current contract.

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/19/2021 02:23 PM (ET)

Question: Can you push this back a week or 2 with the the Thanksgiving Holiday being just before the bid opening?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/18/2021 11:29 AM (ET)

Question: Can we look at the last weighted tabulations from this bid?

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/18/2021 11:27 AM (ET)

Question: The due date for submission is the Monday after Thanksgiving. Would you consider moving the submission date a day or two later?

Answer: The deadline has been extended by one week to 12/6/2021.

Asked: 11/8/2021 04:27 PM (ET)

Question: Do any of the sites in need of marine product?

Answer: Marine product is not addressed in this RFP.

Asked: 11/8/2021 04:25 PM (ET)

Question: 13. What is the average delivery size received by each location? 14. Do you have a minimum gallon order quantity? 15. What is the anticipated award date? 16. Is there a local preference for this bid? 17. If yes, how is the local preference calculated into the scoring for award? 18. Will Federal Environmental Recover Fee, Federal LUST, and miscellaneous county taxes / fees be included in price differential or shown as a separate line item on invoice? 19. Are taxes to be included in the differential pricing? 20. What percentage of total volume will be locked under the fixed price agreement? 21. Will the entity lift gallons from the “open market” while also under the locked fixed NYMEX price contract? 22. In light of the current COVID-19 pandemic, will an electronic signature be allowed in this solicitation, or does AISD require a “wet” signature?

Answer: 13. This information is not available.
14. The Alternate Fuels section (Section F-8-c of the solicitation document) is the only section where minimums have been expressly permitted.
15. 1/11/2022 is the tentative award date.
16. There is no local preference for this solicitation.
17. There is no local preference for this solicitation.
18. Taxes will be shown on a separate line item on invoice.
19. No.
20. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
21. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
22. An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/8/2021 10:31 AM (ET)

Question: 9. Please provide site delivery addresses for the following 8 locations as they are blank on Attachment B: a. Town of Palm Beach, D-7 Storm Station Australian (DOCKS), Palm Beach. b. City of West Palm Beach: i. Valley Forge Re-Pump ii. Cumberland Re-Pump iii. Kaye St Re-Pump iv. St Mary's Re-Pump v. Ibis Re-Pump vi. Palm Beach Re-Pump vii. Other Fire Stations c. Broward County Sheriff, MM 35 Alligator Alley 10. Please provide tank sizes for the following locations: a. 3201 W Copans Rd, Pompano Beach b. 3201 W Copans Rd Ft. Lauderdale c. 1521 N 14th Ave, Hollywood d. 13900 Pembroke Rd, Miramar e. 3376 Summit Blvd, West Palm Beach f. 4375 Easley Dr, West Palm Beach g. 220 SW 14th Ave, Ft. Lauderdale h. 949 NW 38 St, Ft. Lauderdale 11. Please provide annual volume per site per tank. 12. Please provide the estimated amount on gallons that are expected to be delivered by Transport truck and how many are to be delivered by Tank Wagon?

Answer: 9.

a. There is no physical address [like a building address] because the fuel tank is between the Australian and Peruvian Docks. Google Earth shows the closest address is 378 South Lake Dr.

b.
i-vi. No longer in service. Disregard
vii, 700 N Congress Ave.

10. Tank sizes are stated in Attachment B

c. Correct address is 1621 N 14th Ave.

11. Attachment G - Product and Account Gallon Report will be included in Addendum-1.
12. Transport volume is approximately 75% of the total volume, and Tank Wagon volume is approximately 25% of the total volume.

Asked: 11/8/2021 10:31 AM (ET)

Question: Standard Bid Questions / Clarifications: Mansfield Oil Company of Gainesville, Inc. will be participating in the bidding process of the above-referenced project. To accurately prepare our submission, we need clarification/answers to the following questions: 1. Which OPIS city are vendors to base their price proposal off of? 2. Would all entities need an OPIS subscription? 3. Are there any entities in locked fixed pricing currently? 4. Do you plan to award to one vendor? 5. Do you plan to split the award between multiple vendors? 6. How often are deliveries split between multiple locations? 7. Please provide a current gas and diesel invoice. 8. Please provide a current gas and diesel Bill of Lading.

Answer: 1. Miami
2. Attachment A Section 9 "OPIS MEMBERSHIP" reads as follows:
Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer’s pricing on an as needed basis.
3. Attachment D includes a list of participating agencies who have agreed to purchase fuel under the terms and conditions of the contract resulting from this RFP.
4. Yes the awards for this contract will be to a single vendor.
5. No.
6. Less than five percent (5%) of all transport loads are split locations.
7. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.
8. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.

Asked: 11/8/2021 10:30 AM (ET)

E-03-22 Addendum 1
Port Consolidated, Inc.
Supplier Response

Event Information

Number: E-03-22 Addendum 1
Title: Unleaded Gasoline & Diesel Fuel
Type: Request for Proposals
Issue Date: 10/28/2021
Deadline: 12/6/2021 02:00 PM (ET)
Notes: The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. 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. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to

https://www.pompanobeachfl.gov/meetings to find the link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Port Consolidated, Inc. Information

Contact: Don Carlton
Address: 3141 SE 14th Ave
Fort Lauderdale, FL 33316
Phone: (800) 683-5823
Email: dcarlton@portconsolidated.com

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

Don Carlton
Signature

dcarlton@portconsolidated.com
Email

Submitted at 11/20/2021 10:48:24 AM

Requested Attachments

E-03-22 Proposal

RFP E-03-22 - Port Consolidated 1 of 2.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 100 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Response Attachments

RFP E-03-22 - Port Consolidated 2 of 2.pdf

RFP E-03-22 - Port Consolidated 2 of 2

Bid Attributes

1 Vendor Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☑ Certified (Certified)

2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

3	**Terms & Conditions** Check the box indicating you agree to the terms and conditions of this solicitation. ☑ Agree (Agree)
4	**Acknowledgement of Addenda** Check this box to acknowledge that you have reviewed all addenda issued for this solicitation. ☑ Yes (Yes)

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

PROPOSER INFORMATION PAGE

RFP E (number), 03-22 Unleaded Gasoline & Diesel Fuel for Southeast Governmental Cooperative Group (RFP name)

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 SE 14th Avenue

City/State/Zip Fort Lauderdale, FL 33316

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

Email Address dcarlton@portconsolidated.com

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

November 20, 2021

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

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

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

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

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

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

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

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, Metroplex, Colonial, Musket, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

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

Sincerely,

Don Carlton
President
Port Consolidated

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November 20, 2021

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

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

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

- Customer Service – Fay Francisco, Linda Rogers, Jasmin Harris, Kyara Figueroa, Vanessa Burch, – 954-522-1182 – cspev@portconolidated.com
- Billing Inquiries – Kathy Coppola – billingfll@portconsolidated.com
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 800-683-5823 x1017

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

Sincerely,

Don Carlton
President
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Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr.English:

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

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November 20, 2021

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Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

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

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

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9. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
10. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 10 simple steps should allow us to function properly throughout a time of crisis.

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

Sincerely,

Don Carlton
President
Port Consolidated

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RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

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

1. SPECIFICATIONS

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

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

1.2 Additional, Optional Fuel Products:

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

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

2. PRICING METHODOLOGY:

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

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.039	$ (+) 0.189
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.039	$ (+) 0.189
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$.Ø /each	$.Ø /each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

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

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

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

Plus

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

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

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

Plus

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

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

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

2.6 Alternative Fuels

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

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

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

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

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

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

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

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

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

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

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

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

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

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

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

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

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

11. PRIORITY DELIVERIES:

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

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

12. WORK SITE SAFETY/SECURITY:

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

13. ADDITION OF DELIVERY SITES:

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

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Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

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

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.199	+0.399
4	Biodiesel Fuel B5 **	+0.149	+0.249
5	Biodiesel Fuel B20 **	+0.149	+0.249
6	E85 Fuel Ethanol **	N/A	N/A
7	Bulk DEF	Same price as ULSD w/o tax.	Same price as ULSD w/o tax.
8			
9			
10	Premium UNL 93 Octane E-10	+0.099	+0.199

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

** Supply for items 4, 5, and 6 is not guaranteed due to market conditions.

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

Sincerely,

Don Carlton
President
Port Consolidated

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Jeff English
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Hurricane Supply Program - UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

For those members of the Co-op that may require additional hurricane supply, we are pleased to offer the following program:

1. Members may pre-purchase product in full truck load increments during the months of June, July, or August. Product will be priced using the same OPIS price model used for delivered product.
2. Product will be stored at a designated Port Consolidated facility for an additional fee of $0.59 per gallon. Product will be stored for up to 6 months.
3. Members can elect to take delivery of product at any time. There will be a delivery fee of .049 per gallon.
4. Product needs to be removed from storage and delivered by December 31st.

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

Sincerely,

Don Carlton
President
Port Consolidated

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Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

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

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

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

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County Fleet Services – Ross Meslin - 954-357-6492

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

Sincerely,

Don Carlton
President
Port Consolidated

Second Amendment to Guaranteed Supply Agreement

This Second Amendment to Guaranteed Supply Agreement ("**Amendment**") is made by and between Port Consolidated, Inc. ("**PCI**"), a Florida corporation whose offices are located at P.O. Box 350430, Fort Lauderdale, FL 33335, and Marathon Petroleum Company LP ("**MPC**"), a Delaware limited partnership whose offices are located at 539 South Main Street, Findlay, Ohio 45840.

WHEREAS, MPC and PCI entered into a certain Guaranteed Supply Agreement dated December 30, 2019, as amended by the First Amendment to Guaranteed Supply Agreement dated October 8, 2020 (the "**Agreement**"), in which MPC agrees to sell and PCI agrees to purchase Products as described in the Agreement; and

WHEREAS, MPC and PCI desire to amend the "Quantity" section of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the foregoing recitals are incorporated herein by reference and as follows:

1. Except for the provisions of the Agreement specifically addressed in this Amendment, all other provisions of the Agreement will remain in full force and effect.

2. Capitalized terms used but not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

3. The table in Section 3 labeled "Quantity" is hereby deleted in its entirety and replaced with the following table:

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	400,000	1,200,000
Orlando, FL - Kinder Morgan Taft Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	14,000	42,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	83,333	250,000
Fort Lauderdale, FL - MPC Eisenhower Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	500,000	1,500,000
		May	666,667	2,000,000
		June - Sept	916,667	2,750,000
		Oct - Dec	1,000,000	3,000,000
Orlando, FL - Kinder Morgan Taft Terminal	DSL ULSD No 2 Bio 0-5% Clear DSL ULSD No 2 Bio 0-5% Dyed	Jan - May	133,333	400,000
		June - Dec	200,000	600,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	316,667	950,000
		May	483,333	1,450,000
		June - Sept	583,333	1,750,000
		Oct	500,000	1,500,000
		Nov	416,667	1,250,000
		Dec	500,000	1,500,000
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	90 Recreational	Jan - Dec	56,000	168,000

4. The effective date of this Amendment is January 1, 2021.

5. This Amendment constitutes the entire agreement among the parties regarding this subject matter and may be amended or modified only by a written instrument signed by each of the parties.

6. This Amendment supersedes any other prior agreements or understandings of the parties relating to the subject matter specifically contained herein and the parties are not relying on any statement, representation, promise or inducement not expressly set forth herein.

7. The parties may execute this Amendment electronically with the intent that such electronic signature will have the same effect as a handwritten original signature. By signing electronically, PCI and MPC acknowledge that they have read, understand and hereby agree to be bound by the electronic signatures applied to this Amendment in the same manner as if such parties had signed this Amendment with handwritten original signatures.

Each party is signing this Amendment on the date indicated with its respective signature.

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

By: Eric Fegley
Eric Fegley (Jan 8, 2021 09:24 EST)

Title: Region Manager

Port Consolidated, Inc.

By: Donald R Carlton Jr.
Donald R. Carlton Jr. (Jan 11, 2021 09:29 EST)

Title: President

PKM RJP ATR
PKM

Approved As To Form

METROPLEX
ENERGY

January 1, 2021

Mr. Don Carlton
President
Port Consolidated Inc.
P.O. Box 350430
Ft. Lauderdale, Florida 33335

Dear Don:

This letter agreement (the "**Agreement**") sets forth the terms pursuant to which Metroplex Energy Inc. ("**MXE**") offers to sell and provide to Port Consolidated ("**Port**"), and pursuant to which Port agrees to purchase, certain Products (as defined below) in the quantities and at the pricing set forth herein. Each of MXE and Port may be referred to individually as a "**Party**" and, collectively, as the "**Parties**".

If the contents of this Agreement accurately state your understanding of the business arrangement contemplated by the Parties herein, please execute and date in the space provided for below. The Parties' mutual execution of this Agreement will constitute the binding agreement of the Parties with respect to the transactions and subject matter contemplated herein.

This Agreement is entered into pursuant to and shall be governed by those certain General Terms and Conditions for Rack Sales attached hereto as **Exhibit A** and incorporated by reference (the "**General Terms and Conditions**"). In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in **Exhibit A**, the terms contained in the body of this Agreement shall control to the extent of such conflict. For the avoidance of doubt, the terms contained in the body of this Agreement shall be considered a "Confirmation" under the General Terms and Conditions and this Confirmation shall document a "Transaction."

TERM:

Table 1

Commencement Date	Expiration Date	Renewal Term Length (if any)
01/01/2021	12/31/2021	12 months

The initial term of this Agreement shall begin on the Commencement Date and end on the Expiration Date set forth in Table 1 (such period, the "**Initial Term**"). After expiration of the Initial Term, this Agreement shall automatically continue for the subsequent periods specified in Table 1 above (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless and until either Party provides the other Party with notice of its intent not to renew the Agreement no later than sixty (60) days' prior to expiration of the Initial Term or the then-current Renewal Term, as applicable.

Sales Terms:

MXE shall sell, and Port shall purchase, the products specified in Table 2 below (the "**Products**"), at the locations and in the quantities, and in accordance with the pricing formula, specified therein.

Table 2

Location	Product	Pricing (per gallon)	Volume (Monthly)
TransMontaigne Pt. Everglades South and/or North	ULSD		See Chart Below
	CONV-87-E10		250,000 Gallons
TransMontaigne and/or Buckeye Tampa/ and/or TransMontaigne Manatee	ULSD		See Chart Below
	REC 90		150,000 Gallons
Kinder Morgan Orlando (Taft)	ULSD		See Chart Below

Location to be determined at seller's discretion

Table 2 – continued -

	TPSI South Main/ North Backup	TPSI Tampa Main/Manatee Backup/ Buckeye Tampa Back Up	Kinder Morgan Main/ Tampa Back Up.
2021	ULSD	ULSD	ULSD
Jan	3,500,000	1,500,000	400,000
Feb	3,500,000	1,500,000	400,000
Mar	4,000,000	1,500,000	400,000
Apr	4,000,000	1,500,000	400,000
May	3,500,000	1,000,000	400,000
Jun	1,750,000	500,000	100,000
Jul	1,750,000	500,000	100,000
Aug	1,750,000	500,000	100,000
Sep	1,750,000	500,000	100,000
Oct	1,750,000	1,000,000	100,000
Nov	1,750,000	1,000,000	100,000
Dec	1,750,000	1,000,000	100,000
	30,750,000	12,000,000	2,700,000

Pricing Indices will be as follows:

- CBOB-83.7
- PBOB-91.4 :
- Ethanol
- D6 CY RIN
- ULSD =
- Gallons will be billed off Net

Saturday, Sunday and Monday lifting's will be priced the same. Daily pricing will run Midnight to Midnight.

SPECIFICATIONS: All Products shall comply with the Kinder Morgan CFPL specifications in Florida.

RATABILITY: Port's obligation to buy and take delivery of product hereunder shall be subject to the daily and monthly tolerances specified in Table 3 below. For the avoidance of doubt, MXE shall have no obligation to sell or deliver to Port any amount in excess of the daily tolerances or monthly tolerances specified in Table 3.

Table 3

Product	Daily Tolerances	Monthly Tolerances
ULSD and All Gas Products	+/- 20%	+15% -10%

The Daily Tolerance percentage shall be based on an expected daily volume calculated as follows: [Monthly Volume x 12] ÷ 365

AVAILABILITY: If for any reason Port, fails to take on schedule, delivery of eighty-five percent (85%) of its aggregate monthly minimum loading quantity for in any month, MXE, at its discretion and without prejudice to any other rights or remedies which Port may have, will be entitled to invoice Port and Port will pay, as liquidated damages an amount equal to $.0200 multiplied by the difference between the volume of product delivered in the applicable month and ninety percent (90%) of the committed volume for such product (in gallons); provided however the product was reasonably available to Port.

Metroplex Energy appreciates your business and looks forward to a continued and mutually-beneficial business relationship. If you agree to the terms contained in this Agreement, please indicate your acceptance by countersigning below.

Sincerely,

Michael A. Smith
Executive Director Marketing
Metroplex Energy, Inc.

FUEL PURCHASER AGREEMENT

THIS FUEL PURCHASER AGREEMENT (the "Agreement") is entered into this 26th day of October, 2021 by and between PORT CONSOLIDATED. ("Fuel Purchaser"), and MUSKET CORPORATION, an Oklahoma corporation ("Musket").

A. Musket, among other things, is in the business of selling and transporting petroleum products and fuel; and

B. Fuel Purchaser desires to buy and Musket desires to sell the products described herein to Fuel Purchaser all under the terms and conditions set forth herein.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Musket and Fuel Purchaser hereby agree as follows:

Fuel Purchaser Contact Person: Don Carlton
Email address: dcarlton@portconsolidated.com
Mobile Phone No.: (954)-275-1967
Address: 3141 SE 14 Ave. Fort Lauderdale, FL. 33316

COMMERCIAL TERMS

Site	Product	Monthly Volume	Pricing
Transmontaigne/Metropl ex Terminal – Tampa T-59-FL-2101- TransMontaigne - Tampa	No2 ULSD	500,000 Gallons	
Motiva Terminal – Port Everglades T-65-FL-2452-Motiva Enterprises LLC	No2 ULSD	500,000 Gallons	

Any change of pipeline rates, additive costs or fees, will result in a change to the Platt's add-on rate at the delivery point.

TERM OF AGREEMENT: December 1st, 2021 through November 30th, 2022 (the "Term")

PAYMENT TERMS: EFT NET 10 Days from date of invoice

EFFECTIVE DATE: The "Effective Date" of this Agreement shall be the date first set forth above, notwithstanding the date of execution by the parties; provided, however, that deliveries of Product hereunder shall not commence until the later to occur of the following: (a) the date a Product order is placed by Fuel Purchaser, or (b) the first date of the Term (stated above).

ACKNOWLEDGEMENT: Fuel Purchasers affirms that they have read and agree to the terms listed herein will serve as general terms to future fuel sales and Fuel Purchaser acknowledges that he has had a reasonable opportunity to read and has read and understood the terms and conditions of this Agreement.

ENTIRE AGREEMENT: This Agreement and the Provisions of Agreement attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and can only be revised or amended in writing, signed by both parties.

[SIGNATURES TO FOLLOW]

EXECUTED by the parties to be effective as of the Effective Date.

Fuel Purchaser

By: _____

Its: President

Date: 11-18, 2021

Musket Corporation,
An Oklahoma Corporation

By: _____

Its: Vice President

Date: _____, 2021

PROVISIONS OF AGREEMENT

The Commercial Terms and these Provisions of Agreement are collectively referred to as the "Agreement". This Agreement shall control over any purchase order, delivery sheet or other document used by Fuel Purchaser, regardless of whether or not such document is signed by an employee of Musket Corporation.

1. **PRICE ADJUSTMENTS.** In the event fuel prices are to be determined by reference to an index, the price for each product shall be that first published on the date of delivery. Fuel Purchaser acknowledges that the prices of product sold under this Agreement, if stated in a dollar and cents figure, are based upon consideration of several factors and, as such, are subject to increase or decrease by Seller, in its sole discretion, at any time during the Term of this Agreement, without prior written notice to Fuel Purchaser. If such Product Distribution Costs change over the life of this Agreement, Musket, in its sole discretion, at any time during the Term of this Agreement, with prior written notice to Fuel Purchaser may change the Differential used in calculating the price to reflect the changes in the Product Distribution Costs. In the event any increase in price is unacceptable to Fuel Purchaser, Fuel Purchaser may elect to *immediately* discontinue future purchases hereunder, *only as to the product or products for which the price was increased*; provided that, Fuel Purchaser timely makes such election in accordance with any requirement of Musket in such regard, it being understood that Fuel Purchaser may discontinue the purchase of other products hereunder and/or terminate this Agreement only upon thirty (30) days prior written notice to Seller.

2. **TAXES.** Fuel Purchaser shall be responsible for any and all taxes arising from or related to the transactions contemplated by this Agreement, including but not limited to, all domestic and foreign taxes and duties now or hereafter imposed directly or indirectly: (i) on fuel products purchased by Fuel Purchaser hereunder and (ii) on the production, manufacture, transportation, purchase, sale, use or handling of such fuel products, of any material contained in such fuel products, or of any material from which such fuel products are wholly or partly refined or manufactured. Upon receipt of any invoice, bill or assessment related to such taxes or duties, Fuel Purchaser shall promptly and timely pay the same.

3. **INDEMNITY.** To the extent permitted by applicable law, Fuel Purchaser hereby agrees to defend, indemnify and hold harmless Musket, its parent, subsidiaries, affiliates and related companies, and the partners, officers, directors, members, employees and representatives of any of the foregoing, from and against any and all liabilities, claims, liens, damages, fines or penalties, losses, judgments, costs and expenses (including attorneys fees and court costs), of whatever kind or nature and in any manner directly or indirectly arising out of, in connection with or resulting from (i) any breach of this Agreement or the performance of its obligations under this Agreement by Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, (ii) the negligence (whether active or passive) of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, and (iii) the willful misconduct of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, it being understood that Fuel Purchaser's obligations hereunder shall not apply to liabilities caused by the sole or gross negligence or willful misconduct of the indemnified party. Musket may participate in any investigation or defense of any claim or action hereunder and may, at its option, notwithstanding the foregoing indemnity, elect to conduct any investigation or litigation

regarding a claim for which it is indemnified hereunder through counsel of its own choosing and expense. This indemnification shall survive the expiration or termination of this Agreement.

4. **MANNER OF PAYMENT; DEFAULT IN PAYMENT.** All payments hereunder shall be made by Fuel Purchaser in U.S. dollars, without discount, deduction or offset of any kind, and in accordance with the other terms of this Agreement. If at any time, in Musket's opinion, Fuel Purchaser's creditworthiness becomes impaired or otherwise unsatisfactory, Musket may require that Fuel Purchaser (i) make only cash payments for products hereunder and/or (ii) provide such security, as Musket determines necessary or desirable, for Fuel Purchaser's payment and performance under this Agreement. Upon Fuel Purchaser's failure to timely pay any amount due to Musket hereunder, such amount shall (i) accrue interest at the rate of eighteen percent (18%) per annum and (ii) be subject to a late charge equal to ten percent (10%) of the outstanding sum due. The accrual of interest on such amounts and such late charge shall not prejudice any other remedies available to Musket under this Agreement or applicable law.

5. **TERMINAL ACCESS.** Musket shall provide to Fuel Purchaser such keys, cards, or identification numbers (each an "Access Item"), as may be necessary, from time to time, to enable Fuel Purchaser to enter Musket's terminal or to load product at any such terminal. Access Items shall be used only by Fuel Purchaser and its authorized employees or representatives, as permitted by Musket. Fuel Purchaser shall reimburse Musket for (i) any costs incurred by Musket in replacing any Access Item and/or securing any terminal of Musket after Fuel Purchaser's loss of an Access Item and (ii) any loss, cost or expense arising from or related to Fuel Purchaser's loss of any Access Item or the unauthorized use of an Access Item provided to Fuel Purchaser. Fuel Purchaser shall not permit any Access Item to be duplicated without Musket's prior written consent and all Access Items shall be immediately returned to Musket upon termination of this Agreement.

6. **DELIVERY.** Unless otherwise agreed in writing by the parties, delivery of product to Fuel Purchaser shall be deemed complete when products, properly consigned, are placed free on board ("FOB") tank cars, transport trucks, tank wagons, or other vehicles. If Musket is to deliver product at Fuel Purchaser's location, Fuel Purchaser hereby authorizes any janitor, superintendent, caretaker or other purported agent of Fuel Purchaser at such location to sign receipts for deliveries on its behalf. Such signed receipts shall be binding upon Fuel Purchaser and may be relied upon by Musket. Fuel Purchaser shall provide Musket with all necessary access to such delivery location and all necessary hose connections, without delay. In the event Musket delivers product to Fuel Purchaser hereunder in carload, transport truck or tankwagon lots, such delivery shall be deemed in compliance with this Agreement if the actual volume of product delivered is within ten percent (10%) of that required hereunder for such delivery. In any event, Fuel Purchaser shall be charged only for the actual volume of product delivered.

7. **ACCESSORIAL AND OTHER CHARGES.**

7.1 Tank Cars. The party responsible for transloading fuel product purchased hereunder (whether conducted by such party or at its direction) shall be solely responsible for any and all destination rail carrier accessorial charges for any fuel shipment hereunder. Additionally, if Fuel Purchaser (or a third party at its direction) is responsible for transloading and fails to offload a Musket owned or leased tank car and release the same to the rail carrier within three (3) days of carrier placement or a constructive placement event, Fuel Purchaser shall be assessed a charge equal to $25.00 per day / per car for each day a car is detained beyond such three (3) day period, with such charges to be paid to Musket on demand.

7.2 Trucks. Prices of fuel product under this Agreement are based on product offloading times not exceeding one (1) hour per full truckload, commencing at the time any such truck arrives at the offloading destination. In this regard, if Fuel Purchaser fails to unload any truck within such one (1) hour period, Fuel Purchaser shall be responsible for any additional expense or charges incurred by Musket as a result of such detention beyond such hour.

7.3 Terminal and Tariff Increases. Fuel Purchaser shall reimburse Musket for cost increases or additional charges arising from the applicable terminals, racks or increased tariffs. Fuel Purchaser shall promptly reimburse Musket or pay directly (as the case may be) any charges for which it is responsible hereunder upon receipt of an invoice or demand therefore. In no event shall Fuel Purchaser be entitled to deduct or offset any amounts due Musket hereunder.

8. RATABLE LIFTING. If the term of this Agreement extends beyond one (1) calendar month, the following shall apply:
Lifting; Volume Tolerance: Fuel Purchaser shall lift ninety percent (90%) percent (but in no event more than one-hundred and ten percent (110%)), of the aggregate total monthly contract volumes ("MCV") of fuel purchased under this Agreement by the end of each calendar month, on a ratable basis (*i.e.* with the monthly volume being lifted in approximately equal amounts each day of a calendar month, as practical). Should Fuel Purchaser not lift at least ninety percent (90%) of the aggregate total MCV for any calendar month, Fuel Purchase shall be charged the price described herein for each gallon of fuel below ninety percent (90%) of the MCV. Upon the expiration this Agreement, if Fuel Purchaser has not lifted ninety percent (90%) of the aggregate total quantity of fuel under this Agreement, Fuel Purchaser shall remain responsible for all unlifted gallons and will charged the price stated herein for each such gallon.

9. CAPACITY – ABILITY TO PERFORM. If Musket determines, in its sole discretion, that its ability to perform under this Agreement is significantly impaired or impractical, as to one or more products, for any reason whatsoever, upon written notice to Fuel Purchaser, Musket shall be relieved of any and all obligations hereunder (as to such product or products). In such event, Musket shall not be liable for any claims, damages or liabilities resulting from or in any way related to a delay in delivery, or non-delivery, of product to Fuel Purchaser. Nothing in this Section 10 shall be construed to extend the Term of this Agreement or to relieve Fuel Purchaser of its obligation to (i) pay for product actually delivered or (ii) otherwise perform under this Agreement.

10. FORCE MAJEURE. Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond such non-performing party's reasonable control, including, but not limited to, Acts of God, natural disaster or severe weather conditions, war, strikes, riots, picketing or other labor troubles or disputes, malicious mischief, civil commotion, the inability to procure materials, shortages, government restrictions, performance failures of third parties upon which the non-performing party relies in its performance hereunder, and the total or partial failure of transportation facilities customarily available to such non-performing party shall not be deemed a breach of this Agreement.

11. LIMITED WARRANTY AND LIMITATION OF DAMAGES. BEYOND THE BASIC DESCRIPTION OF THE PRODUCT BEING SOLD TO FUEL PURCHASER UNDER THIS AGREEMENT, MUSKET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT BY OR ANY OTHER MATTER RELATING TO THE PRODUCT. FUEL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE REPLACEMENT OF THE NONCONFORMING PRODUCT. IN ANY EVENT, MUSKET

SHALL NOT HAVE ANY RESPONSIBILITY TO FUEL PURCHASER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR ANTICIPATED PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, PURCHASE, USE, PERFORMANCE OR NONCONFORMANCE OF PRODUCT HEREUNDER. TO THE EXTENT PERMITTED BY LAW, THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED OR IMPAIRED IF THE REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE.

12. CLAIMS; REQUIRED NOTICE. Fuel Purchaser must notify Musket in writing of any claim for breach of the limited warranty provided in this Agreement within two (2) business days after delivery of the product at issue, it being agreed that Fuel Purchaser's failure to provide timely written notice shall constitute Fuel Purchaser's waiver of any such claim. Fuel Purchaser shall allow Musket reasonable opportunity to inspect the product at issue; provided that, if delivery of product is made in equipment furnished by Musket, notice of any claim and the reasonable opportunity to inspect shall be given prior to such product being unloaded. Fuel Purchaser shall immediately notify Musket in writing if any equipment used to deliver product is leaking or is otherwise not in good condition and repair.

13. FUEL PURCHASER'S INSURANCE. If Fuel Purchaser, its agents, employees or contractors, will at any time during the Term of this Agreement pick up product purchased hereunder at any terminal, transload site, or other premises owned, leased or operated by Musket, Fuel Purchaser shall procure and maintain in full force and effect during the Term, the following policies of insurance:

Commercial General Liability Insurance (including blanket contractual liability), insuring Fuel Purchaser against any liability for injury or death to a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $5,000,000.00 per occurrence and in the aggregate.

Workers' Compensation Insurance for each of Fuel Purchaser's employees performing under this Agreement, with coverage in accordance with applicable statutory requirements and

Employer's Liability Insurance with limits of not less than $1,000,000.00 per accident or illness.

Business Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $1,000,000.00 per occurrence and Supplemental Environmental

Automobile Liability ("SEAL") Insurance covering losses resulting from claims for bodily injury, property damage or clean-up costs caused by a pollution release from transported cargo, regardless of the location of such occurrence.

Each policy required hereunder (i) shall be carried with a reputable insurance carrier licensed to do business in the states in which the terminals, transload sites or other premises at which product is being picked-up by Fuel Purchaser are located, (ii) shall include waiver of subrogation in favor of Musket, (iii) shall apply as primary insurance without contribution from any other insurance or self-insurance programs afforded to or maintained by Fuel Purchaser (and shall not require the exhaustion of coverage), and (iv) shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in limits except after thirty (30) days prior written notice to Musket. All general liability or property damage insurance shall name Musket as an additional insured, with proceeds payable first to Musket to the extent of liability, if any, and the balance to

Fuel Purchaser. The proceeds of fire, theft or other casualty insurance shall be payable to Musket, as loss payee, with respect to the loss suffered thereby. Fuel Purchaser shall furnish Musket with certificates of insurance and original endorsements affecting coverage required by this Section 13 prior to performing hereunder and, from time to time, as applicable, certificates evidencing renewal of such policies no less than thirty (30) days prior to the expiration thereof. Musket shall have no duty to examine any certificate or other evidence of insurance or to advise Fuel Purchaser in the event that any insurance is not in compliance with this Section 13. That notwithstanding, should Fuel Purchaser fail to obtain any insurance policy required to be obtained hereunder, or furnish proof thereof, Musket may (but shall have no obligation to) obtain such insurance, at Fuel Purchaser's expense and Fuel Purchaser shall reimburse Musket for the same on demand. All such sums not paid to Musket within ten (10) days of demand therefore shall accrue interest at the rate of eighteen percent (18%) per annum until paid in full, it being understood that accrual of interest on such amounts shall not prejudice any other remedies which may be available to Musket. Self-insured retentions, if any, shall not exceed Five Thousand Dollars ($5,000.00), unless a larger amount is approved by Musket, in its sole discretion. That notwithstanding, in all instances of self-insured retention in excess of Five Thousand Dollars ($5,000.00), Fuel Purchaser shall furnish to Musket a certificate of excess liability coverage. Insurance coverage required under this Agreement shall be additional security for the obligations assumed by Fuel Purchaser hereunder and in no event shall the types of insurance or limits of coverage required hereunder be deemed to limit any obligation or liability assumed under this Agreement.

14. NOTICE. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) facsimile or (iii) nationally recognized overnight courier service, addressed to the respective party as set forth on the first page of the Agreement (unless written notice of change thereof is provided). Notice shall be deemed given on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, (iii) the date of facsimile delivery/receipt confirmation, or (iv) the first business day after deposit with an overnight courier. Any notice or communication not received because of change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on the date of attempted personal delivery or on the date, as indicated above, for other permitted methods of delivery.

15. MISCELLANEOUS. This Agreement and the legal relations between the parties shall be governed by the laws of the State of Texas without giving effect to any conflict of law provision (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any other jurisdiction. No waiver by Musket of any breach or default of any provision of this Agreement shall waive any subsequent breach or default of the same or any other provision. Fuel Purchaser may assign its rights under this Agreement only upon the prior written approval of Musket and, notwithstanding any such assignment, Fuel Purchaser shall not be released from its obligations hereunder, absent Musket's written agreement to the contrary. This Agreement may be executed in one or more counterparts, and by facsimile, all of which counterparts shall be considered one and the same agreement. In any action to enforce or defend this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs associated therewith.

Chevron

TEXACO Chevron CALTEX
Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **August 26, 2021**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **September 01, 2021**, and shall end on **August 31, 2022**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of fuel specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

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

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

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

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

6. TAXES. Any tax, duty, toll, fee, impost, charge, exaction, or other obligation, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied, assessed, or required by any governmental authority upon, measured by, incident or related to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible, payable, accountable, managed, or administered by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Diesel fuel deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A. Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition, that vehicles are in compliance with all applicable terminal procedures, policies, rules or requirements in effect at the time of delivery, and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable policies, procedures, rules and requirements as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply/demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligations under this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer),

directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
    - "Seller and its affiliates" means Seller, its divisional parent company Chevron U.S.A. Inc., and the subsidiary and affiliated companies of each of them.
    - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
    - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
    - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
    - "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

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

By: _____

Thanh Nhan Nguyen Attorney in Fact

Buyer

PORT CONSOLIDATED INC

By: _____

Title: President

Donald R. Crichton Jr.

Chevron

Texaco Chevron Caltex
Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear ($/gal)	DIFF Dyed ($/gal)
1021	FT LAUDERDALE FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	300,000	330,000		1		
1107	ORLANDO FL TRM KINDER MORGAN	Truck Rack	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	250,000	275,000		1		
1022	TAMPA FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	150,000	165,000		1		

Pricing Provisions:

1. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using prior day pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS spot market based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open. For OPIS Rack based pricing whereby OPIS generally posts a quote value Monday – Saturday including most holidays, Chevron will not update the OPIS rack quote value on Saturdays and the following holidays:

   New Year's Day (observed)
   Memorial Day
   Independence Day (observed)
   Labor Day
   Thanksgiving Day
   Christmas Day (observed)

   The quote value used for pricing based on these dates will be the quote from the prior weekday.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Shari Ruelas, CP Americas General Manager
1500 Louisiana Street
Houston, TX 77002

Tel: (832) 854-2587

Buyer:
PORT CONSOLIDATED INC
Attn: Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

License Number: 795718
FEIN Number: 59-1173292

Expiration Date: 12/31/2021

License Activity: Pollutants-Producer
Wholesaler
Importer
Carrier
Exporter

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

Location:

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

November 20, 2021

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

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

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

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

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

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

Sincerely,

Don Carlton
President
Port Consolidated

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

Exhibit A

Petroleum Product
Sales/Purchase Agreement

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

ACCEPTED AND AGREED TO ON

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

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

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

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

4. Price:

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

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

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

7. Specification: Per Seller specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

From: Don Carlton
To: Antonio Pucci
Cc: Jeffrey English
Subject: FW: Best and Final - RFP E-03-22
Date: Friday, January 7, 2022 3:31:55 PM
Attachments: fllsharpmxm450n@portcons.com_20220107_153217.pdf

---

EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's EMAIL ADDRESS as legitimate and know the contents are safe.

Antonio,

Per your request. Please see attached.

Thanks,

Don

-----Original Message-----
From: fllsharpmxm450n@portcons.com [mailto:fllsharpmxm450n@portcons.com]
Sent: Friday, January 7, 2022 3:32 PM
To: Don Carlton <dcarlton@portconsolidated.com>
Subject: Scanned image from MX-M3570

Reply to: fllsharpmxm450n@portcons.com <fllsharpmxm450n@portcons.com> Device Name: Not Set Device Model: MX-M3570
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
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http://www.adobe.com/

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

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

January 7, 2022

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

Re: RFP E-03-22, Unleaded Gasoline and Diesel Fuel for SE Florida Co-op Group

---

Dear Mr. English:

Port Consolidated is pleased to offer the Co-op our Best and Final Offer.

- Item No. 1 Transport Regular Unleaded 87 Octane $ + .036 per gallon
- Item No. 1 Tankwagon Regular Unleaded 87 Octane $ + .186 per gallon
- Item No. 2 Transport Diesel Fuel #2 Ultra Low Sulfur $ + .036 per gallon
- Item No. 2 Tankwagon Diesel Fuel #2 Ultra Low Sulfur $ + .186 per gallon

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

Sincerely,

Don Carlton
President
Port Consolidated

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Exhibit C - Rate Schedule

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.036	0.186
2	Diesel Fuel	0.036	0.186

Other products available for purchase		
Item No.	**Description**	**Per Gallon Delivered Cost**
1	Bulk Diesel Fuel Exhaust Fluid (DEF)	$3.50

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

PORTCON-03 JANNERJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

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

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

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Port Consolidated, Inc.
P O Box 350430
Fort Lauderdale, FL 33335

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		MWZY31183022	2/1/2022	2/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			MWTB31183122	2/1/2022	2/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X CA9948 X MCS-90							$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			P00100080337101	2/1/2022	2/1/2023	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A		MWC31182922	2/1/2022	2/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Thirty days notice of cancellation, except ten days notice in the event of non-payment of premium.

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY CONTRACT OR AGREEMENT SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

APPROVED
By Danielle Thorpe at 10:00 am, Jan 24, 2022

CERTIFICATE HOLDER

City of Pompano Beach, FL Attn: Risk Manager
100 West Atlantic Boulevard
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

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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT EXISTING BETWEEN THE CITY AND JEFF ELLIS MANAGEMENT, LLC, PROVIDING FOR A MONTH TO MONTH SERVICE AGREEMENT FOR LIFEGUARD, OPERATION, AND MAINTENANCE SERVICES AT C.W. THOMAS PARK POOL AND P.J. MELI AQUATIC COMPLEX, UNDER THE SAME PRICING, TERMS, AND CONDITIONS AS PROVIDED UNDER THE EXISTING AGREEMENT

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission - Month-to-Month Extension Pool Management JEM signed, R-2022- Jeff Ellis Management First Amendment to Agreement to Provide for Month to Month Aquatic Services

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: March 22, 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 DN: cn=Eric Brown, o=City of Dania Beach, ou=Dania, email=ebrown@daniabeachfl.gov, c=US Date: 2022.03.14 10:00:02 -04'00'

RE: Month-to-Month Extension of Agreement for Aquatic Management Services with Jeff Ellis Management to Expire on June 8, 2022

REQUEST

To approve the resolution for a month-to-month Agreement with Jeff Ellis & Associates, Inc., A Texas Corporation D/B/A Jeff Ellis Management, LLC., A Foreign Corporation Authorized To Do Business in Florida (the "Contractor") for one hundred twenty (120) days for aquatic services that include lifeguard, operation, and maintenance services for the C.W. Thomas Park Pool and P.J. Meli Aquatic Complex.

BACKGROUND

On February 26, 2019, the City executed an Agreement with (the "Contractor") for a three (3) year agreement with the option to renew for one (1) additional two (2) year period.

On March 22, 2022, the existing Agreement will expire; whereas a one hundred twenty (120) day month-to-month agreement is being requested to allow for a new Request for Proposal ("RFP") for Aquatic Services to be rendered.

BUDGETARY IMPACT

The funding will extend to June 8, 2022 for FY2022 and appropriations are planned in the City's General Fund Recreation Contractual Services Account No. 001-72-06-572-34-10 in the amount of Twenty Six Thousand Seven Hundred Eighty-Seven Dollars ($26,787.00) at a monthly rate.

RECOMMENDATION

It is recommended that the City Commission Approve the Resolution for a Month-to-Month Agreement with the Contractor.

RESOLUTION NO. 2022-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT EXISTING BETWEEN THE CITY AND JEFF ELLIS MANAGEMENT, LLC, PROVIDING FOR A MONTH TO MONTH SERVICE AGREEMENT FOR LIFEGUARD, OPERATION, AND MAINTENANCE SERVICES AT C.W. THOMAS PARK POOL AND P.J. MELI AQUATIC COMPLEX, UNDER THE SAME PRICING, TERMS, AND CONDITIONS AS PROVIDED UNDER THE EXISTING AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City officials executed an aquatic management service agreement with Jeff Ellis Management, LLC., for the provision of providing aquatic management services at P.J. Meli Aquatic Complex and Park on February 26, 2019; and

WHEREAS, the initial Agreement provided for a one (1) two (2) year renewal period for the requested services, subject to the approval of the City and Jeff Ellis Management, LLC; and

WHEREAS, the Parks and Recreation Department Director and staff met with the current Contractor who advised that in order to exercise the available two-year Renewal, prices would need to be increased by One Hundred Thousand Dollars ($100,000.00) annually; and

WHEREAS, staff advised the Contractor that the increase would not be possible, and the City of Dania Beach is currently in the process of issuing a new Request for Proposal (RFP) for Aquatic Services; and

WHEREAS, in the interim, the City requires continuing aquatic services and both parties agree to continue the existing services on a month-to-month basis for One Hundred Twenty (120) days, expiring on June 8, 2022, under the same terms and conditions of the existing agreement until such time as a new contract can be awarded; and

WHEREAS, the current monthly cost of approximately Twenty-Six Thousand Seven Hundred Eighty-Seven Dollars ($26,787.00) exceeds the Twenty-Five Thousand Dollar ($25,000.00) annual vendor threshold for a single vendor requiring City Commission approval;

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 proper City officials are authorized to execute a First Amendment to the existing Agreement for month-to-month aquatic services with Jeff Ellis Management, LLC., at the same pricing, terms, and conditions until such time as the City awards a new contract, and further authorizes the City to exceed the annual vendor threshold of Twenty-Five Thousand Dollars ($25,000.00).

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the First Amendment to the Agreement which are deemed necessary and proper and in the best interests of the City.

Section 4. That the cost of aquatic services for Fiscal Year 2021-2022 is planned and appropriated by the City Commission in the General Fund Recreation Contractual Services Account 001-72-06-572-34-10.

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

Section 6. That this Resolution shall be in force and take effect March 22, 2022.

PASSED AND ADOPTED on March 22, 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: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION AUTHORIZING A LEASE OF PARKING SPACES AT THE CITY HALL GARAGE TO CITY PLACE HOUSING DEVELOPMENT BY CITY PLACE APARTMENTS, LTD.; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE LEASE AGREEMENT

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM - Cityplace Parking Lease, R-2022- City Place Apartments, LTD. City Hall Garage Parking Lease, R-2022- City Place Apartments, LTD. City Hall Garage Parking Lease Exhibit A

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: March 22, 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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.09 13:13:39 -05'00'

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania Beach, ou=Community Development, email=enorena@daniabeachfl.gov, c=US
Date: 2022.03.09 10:26:12 -05'00'

SUBJECT: The applicant, the City Place Housing Development, dba City Place Apartments, Ltd., is requesting approval to lease ten (10) parking spaces in the City Hall Garage

---

Request:

To authorize a lease of 10 parking spaces in the City Hall Garage, for use by the City Place development, a 110 unit affordable rental apartment building project.

Background

The Applicant is seeking approvals to develop this 1.24 acre parcel lying at the northwest corner of SW 3rd Avenue and SW 1st Street. The proposal is an affordable housing project, which will be receiving state and local government subsidy. The request is to construct a mixed-income rental apartment building consisting of 110 units. The building will contain 28 one-bedroom units and 82 two-bedroom units.

As part of the development, the applicant seeks to lease ten (10) parking spaces from the City Hall garage, which lies directly adjacent to the proposed building. Although a variance is being requested to waive ten parking spaces, the applicant proposes to lease 10 additional spaces in the adjacent garage to ensure adequate parking for the new apartment building. City staff supports the project.

Budgetary Impact

Approval of the lease will enable this site to be redeveloped, expanding the City's tax roll.

Recommendation

Approve the Resolution

RESOLUTION NO. 2022-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A LEASE OF PARKING SPACES AT THE CITY HALL GARAGE TO CITY PLACE HOUSING DEVELOPMENT BY CITY PLACE APARTMENTS, LTD.; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE LEASE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Place Apartments, LTD., a Florida limited partnership, and its affiliates (the "City Place") propose to build a new multi-family development for affordable rental housing to be known as City Place (the "Housing") to be located at 114 SW 1st Street, Dania Beach, Broward County, Florida, with restrictions on the incomes of the residents and rents that can be charged; and

WHEREAS, the scope of the City Place's development consists of 110 units, which units consist of a mixed unit base (affordable and market rate) and the actual zoning application is being presented to the City at a quasi-judicial hearing, for the City Commission to review and possibly approve; and

WHEREAS, City Place is seeking to provide 10 of the minimum parking requirement parking spaces in the City's parking garage; and

WHEREAS, City Place is seeking a parking variance, in case the parking garage is destroyed and not rebuilt or if the City's parking garage is otherwise not available for use by City Place, and to ensure that the project will remain in zoning compliance should it lose the 10 parking spaces in the garage, but would rather maintain the 10 spaces required under the code, despite the variance request;

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 appropriate City officials to execute the parking garage lease with City Place, which lease is incorporated by reference and attached as Exhibit "A".

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

Section 4. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

LEASE AGREEMENT FOR PARKING

THIS LEASE AGREEMENT FOR PARKING ("**Agreement**" **or "Lease**") is made as of _____, _____, between the **CITY OF DANIA BEACH**, a Florida municipal corporation, having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 ("**City**") and **CITY PLACE APARTMENTS, LTD**., a Florida limited partnership, and/or assigns, having an address at 3050 Biscayne Boulevard, Suite 300, Miami, FL 33137 ("**Developer**").

RECITALS:

City is the owner of a municipal parking garage with a street address of 49 Park Avenue East, Dania Beach, Florida ("**Garage**"), located on the real property legally described in **Exhibit A** attached hereto and made a part hereof (the "**Garage Property**").

Developer is the owner of a parcel of vacant land located in Dania Beach, Florida which is adjacent to the Garage and more particularly described in **Exhibit B** attached to and made a part of this Agreement ("the "**Apartment Property**").

Developer intends to develop a multifamily apartment community and wishes to obtain additional parking to serve the community constructed on the Apartment Property.

City has excess parking available in the Garage.

City is willing to lease to Developer the exclusive use of 10 identified and reserved covered parking spaces (each, a "**Parking Space**" and collectively the "**Parking Spaces**") in the Garage on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and the Developer (collectively, the "**Parties**") hereby agree as follows:

1. **Recitals.** The forgoing Recitals are true and correct and are incorporated into and form part of this Agreement.

2. **Exhibits**. The following Exhibits are attached to and made a part of this Agreement:

   Exhibit A – Legal Description of the Garage Property
   Exhibit B – Legal Description of the Apartment Property
   Exhibit C -- Floor Plan of the Third Floor of the Garage

3. **Defined Terms**. Terms used in this Agreement are defined in the sections where they are first used. The following terms appear throughout this Agreement and have the meanings set forth below.

   3.1. **Attorneys' Fees**. All reasonable attorneys' fees, expenses, and costs incurred by a party in connection with any matter arising under this Agreement, including, without limitation, paralegal fees, in-house attorneys' fees, and all fees, taxes,

costs and expenses incident to trial, appellate, bankruptcy and post-judgment proceedings.

3.2. **Governmental Authority**. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them.

3.3. **Governmental Approval**. Any license, permit, certificate, consent, authorization, or other document issued by a Governmental Authority.

3.4. **Governmental Requirement**. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

4. **Lease.**

4.1. **Initial Parking Spaces**. City hereby leases to Developer, and Developer hereby leases from City, ten (10) reserved Parking Spaces located in the Garage. A copy of the plan for the floor of the Garage on which the 10 Parking Spaces will be located is attached as **Exhibit C**. The exact location of the Parking Spaces leased by City to Developer is identified by a bold line around said Parking Spaces drawn on Exhibit C.

4.2. **Additional Parking Spaces**. Developer has the option, upon written notice to the City, to lease up to ten (10) additional parking spaces from the City at any time during the Lease Term, which may be added to this Lease either individually as the Developer's needs arise, or all at once. Such additional spaces shall be proximate to the initial ten Parking Spaces and the parties agree to amend this Lease by revising Exhibit "C" to show the location of any additional parking spaces upon Developer's exercise of this option. Once added to the Lease, such additional parking spaces shall be included in the definition of "Parking Spaces". If Developer no longer has the need for such additional spaces, Developer may relinquish them (but, except as provided in Section 17, below, shall not ever have fewer than ten (10) Parking Spaces) and the Rent payable pursuant to Section 6 below shall be adjusted accordingly.

4.3. **City's Right to Relocate Parking Spaces.** In the event that the City's need for parking changes in a manner such that the City will be benefitted by the use of the Parking Spaces, the City will have the right to relocate the Parking Spaces to a corresponding location on another covered floor of the Garage, where they will all be reserved and adjacent to each other.

4.4. **Ingress and Egress.** This Agreement includes the right of vehicular and pedestrian ingress and egress through the Garage Property and the Garage to the Parking Spaces, and from the Parking Spaces to the Apartment Property or any right-of-way that is adjacent to the Garage Property.

5. **Lease Term and Renewals.** The initial term ("**Initial Term**") of this Lease will commence on the date that the apartment community to be constructed by the Developer receives a temporary or permanent Certificate of Occupancy ("**Commencement Date")**. and shall terminate 10 years thereafter, subject to renewal as provided herein. Developer will provide notice to City of the occurrence of the Commencement Date. The Initial Term of this Lease may be renewed by Developer, at its sole election, for five (5) additional 10-year periods (each, a "**Renewal Term**"; the Initial Term and any Renewal Terms are collectively the "**Lease Term**"). If Developer desires to renew for any Renewal Term, it will do so by giving City written notice of its election to renew not less than 90 days before the end of the Initial Term or the Renewal Term then in effect.

6. **Rent.** Developer shall pay the following rent and other charges for the lease of the Parking Spaces:

6.1. **Initial Term**. During the Initial Term, Developer shall pay City rent (the "**Rent**") of **$45.00 per month** for each of the ten (10) Parking Spaces.

6.2. **Payment of Rent**. The Rent for the Initial Term and, as to any Renewal Term, the Rent then in effect pursuant to Section 6.3 below, shall be payable annually in advance on the fifth day of January of each calendar year during the Lease Term.

6.3. **Rent Increase During Renewal Terms**. For each Renewal Term, the Rent will increase by ten percent (10%) over the Rent payable during the Initial Term or the immediately preceding Renewal Term, as applicable. The following example assumes the rental of the initial ten (10) Parking Spaces:

a. First Renewal Term: Initial Term Rent of $450 X 110% = $495 per month per Parking Space (allocated at $49.50 per Parking Space).

b. Second Renewal Term: Fist Renewal Term of $495 X 110% = $544.50 per month per Parking Space (allocated at $54.45 per Parking Space).

For each Parking Space in excess of the original ten (10) which is added pursuant to Section 4.2 above, the monthly Rent shall be increased at a rate equal to the then-applicable allocation of the per-Parking Space Rent calculated in accordance with the examples above. Such additional Rent shall be pre-paid on a prorated basis for the balance of the year in question in a lump sum, when the additional Parking Space(s) are added.

6.4. **Nonpayment of Rent**. Developer's failure to pay any installment of the Rent within 10 days after the due date will be a default under this Agreement. Any sums not paid within 10 days after the due date will accrue interest at the rate of 12% per annum from due date until paid in full. In addition, any Rent not paid within 10 days after the due date will be subject to a late payment fee in the amount of 5% of the past due payment.

7. **Use.** Developer shall use the Parking Spaces exclusively for passenger vehicle parking for residents, visitors and employees, and for no other use or purpose whatsoever.

Developer shall use the Parking Spaces in compliance with all Governmental Requirements. Developer will not be permitted to charge any rent or fees to its residents for the use of the Parking Spaces without the prior written consent of City. Charges for parking services such as valet parking will not be considered rent or fees for the use of the Parking Spaces.

8. **City's Right of Access**. City and its agents and representatives will have the right to enter upon the Parking Spaces at all times, but will not have the right to enter into vehicles parked in the Parking Spaces except in cases of emergency.

9. **Condition of Parking Spaces.** Developer represents that it has made a thorough inspection of the Parking Spaces and accepts them in "as is," "where is" condition as of the date of this Agreement. City has no obligation to perform any work on the Parking Spaces or in the Garage to prepare the same for Developer's use. City will not be responsible for any latent or obvious defects in the Parking Spaces or the Garage.

10. **Access to and Identification of Parking Spaces.** Not less than six months prior to the anticipated Commencement Date, Developer and City shall jointly develop a plan for (i) the procedure by which residents, guests and employees will obtain access to the Parking Spaces (for example, by card key, fob, or other access device) and (ii) the manner in which the Parking Spaces will be identified (for example, wall signage for each Parking Space, labeling of wheel stops, or other means of identification.) Developer will be responsible for all costs and expenses of implementing the access and identification procedures once they have been agreed to in writing by City. The installation and operation of all access and identification facilities, devices or improvements ("**Access and Identification Improvements**") must be in accordance with all applicable Governmental Requirements.

11. **Alterations.** Developer shall not make any alterations or improvements to the Parking Spaces or the Garage other than the Access and Identification Improvements without obtaining City's prior written consent, which may be withheld in City's sole discretion. If any mechanic's lien is filed against the Garage or the Parking Spaces for work claimed to have been done for, or materials furnished to, Developer (including work or materials which are part of the Access and Identification Improvements), Developer must discharge the lien or transfer it to bond at Developer's sole cost and expense within 10 days after Developer receives notice of the lien.

12. **Services, Utilities and Security**. City is not obligated to furnish any services, utilities, or security for the Parking Spaces other than (i) the existing lighting, exhaust, and sprinkler systems located in the Garage on the date of this Agreement, as same may change from time to time; (ii) the same cleaning services that are provided for the balance of the Garage from time to time; and (iii) the same security services (if any) provided for the balance of the Garage from time to time. City has no affirmative obligation to provide any security services in the Garage at any time. City will not be liable to Developer or its agents, contractors, subcontractors, servants, employees, tenants, residents, visitors, or invitees (collectively, "**Developer Parties**") for any claims arising out of (i) any impediment to access or use of the Parking Spaces, unless caused by City, its employees,

contractor or agents, (ii) any loss, disruption, or alleged inadequacy or deficiency in any utility, system, or service provided in the Garage, unless due to City's breach of this Agreement or any willful misconduct or gross negligence of City, its employees, contractors or agents; or (iii) any damage, injury or theft to any vehicle or individual using the Garage, unless due to the willful or grossly negligent misconduct of City, its employees, contractors or agents.

12.1. **Additional Security**. If Developer wishes to provide additional security for the Parking Spaces, Developer shall send written notice to City advising City of the additional security to be provided. Any additional security requiring alterations or improvements to the Parking Garage will be subject to the City's prior written consent, which may be withheld or conditioned at City's sole discretion.

13. **Insurance**.

13.1. **Required Coverage**. Beginning on the Commencement Date, and throughout the Lease Term, Developer shall maintain Commercial General Liability Insurance naming the City as an Additional Insured, written on a carrier licensed to do business in Florida with an AM Best rating of A- or better. Coverage must include, at a minimum: (i) Premises Operations, (ii) Products and Completed Operations, (iii) Blanket Contractual Liability, (iv) Personal Injury Liability, and (v) Expanded Definition of Property Damage. The minimum limits acceptable are $1,000,000 Per Occurrence, $2,000,000 Per Location Aggregate. The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy.

13.2. **Adequacy of Insurance Coverage**. City has the right to periodically review the adequacy of the insurance coverage required by this Agreement. The City may request a change in the insurance coverage if the requested change is reasonable, customary, and commonly available for properties similar to the Developer's apartment community in type, size, use and location.

13.3. **Evidence of Insurance**. Developer must provide satisfactory evidence of the required insurance to the City. Satisfactory evidence of insurance is either: (i) a certificate of insurance; or (ii) a certified copy of the actual insurance policy

13.4. **Cancellations and Renewals**. All insurance policies must specify that they are not subject to cancellation or non-renewal without a minimum of 45 days notification to the Developer; and a minimum of 10 days notification for non-payment of premium. The Developer will provide the City a minimum of 30 days written notice if any policies are cancelled or non-renewed, and 10 days written notice for non-payment of premium.

14. **Damage, Destruction or Taking of Parking Garage**.

14.1. **Casualty or Taking**. If there is a casualty ("**Casualty**") which causes damage to portions of the Garage where the Parking Spaces are located, but leaves other portions of the Garage in usable condition, City will have the right to relocate the Parking Spaces to a usable location in the Garage, and this Agreement will remain in full force and effect. Following restoration of the damaged portion of the Garage, the Developer may request that the Parking Spaces be relocated to their original place in the Garage. If there is a taking by condemnation ("**Taking**") of a portion of the Garage where the Parking Spaces are located, but the Taking leaves other portions of the Garage in usable condition, City will have the right to relocate the Parking Spaces to a usable location in the Garage, and this Agreement will remain in full force and effect.

14.2. **Major Casualty, Taking or Deterioration**. If (i) the Garage is damaged by a Casualty which results in damage to or destruction of the Garage to the extent of fifty percent (50%) or more of the cost reasonably estimated to rebuild or restore it ("**Major Casualty**"), (ii) a Taking by condemnation of a material portion of the Garage occurs, or (iii) there occurs a substantial deterioration of the structural integrity of the Garage over time so that the Garage is not usable for parking or is required to be demolished, the City will have the following options, any one of which may be exercised by City in its sole discretion:

14.2.1. **City May Elect Not to Rebuild.** City may elect not to rebuild the Garage, in which event, City shall provide Developer with written notice of City's election not to rebuild the Garage, and of termination of this Agreement. This Agreement and all rights and obligations hereunder will terminate 10 days after the notice of termination is sent by City, and City will refund to Developer any unearned portion of the current year's Rent. Further, if the City elects not to rebuild the Garage and City is unable to provide Developer comparable substitute parking within one city block of the Apartment Property, the Developer or then owner of the project (or owners if a condominium) shall be required to obtain the required parking for zoning purposes either through a private off-site parking agreement, seeking an alternative parking standard, a variance, or a payment in lieu of parking.

14.2.2. **City May Elect to Rebuild**. City may elect to rebuild the Garage, in which event City shall provide Developer with written notice of City's election to rebuild. If City elects to rebuild the Garage, Developer will elect one of the following options:

(a) This Agreement will remain in effect, but if the Parking Spaces are unavailable for use until the Garage is rebuilt, will be suspended until the Garage is rebuilt (with credit given as to Developer against future Rent payments, for the pre-paid Rent applicable to such period of suspension);

(b) Developer may elect to terminate this Agreement and all rights and obligations hereunder by sending written notice of termination to the City within 10 days after receipt of notice of City's election to rebuild. City will refund to Developer any unearned portion of the current year's Rent.

(c) If the City, at its option, offers to provide Developer with parking spaces ("**Replacement Spaces**") in an alternate location, and if the alternate location is acceptable to Developer, but in any event within one city block of the Apartment Property, then this Agreement will remain in full force and effect. Upon substitution of the Parking Spaces with the Replacement Spaces, the Replacement Spaces will be deemed to be the Parking Spaces and will be subject to the terms and conditions of this Agreement. City and Developer will enter into an amendment of this Agreement within 30 days after request by the City confirming the change of the Parking Spaces to the Replacement Spaces.

15. **Indemnification.**

15.1. **Developer's Obligation to Defend**. Developer shall defend, indemnify and save harmless City, its council members, officers, employees, agents and contractors from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, Attorneys' Fees (including those resulting from the enforcement of the foregoing indemnification), arising from, or which may be imposed upon, incurred by or asserted against City, by reason of:

15.1.1. Any work or activity done in, on or about the Parking Spaces, or the use thereof by or on behalf of Developer or any Developer Party;

15.1.2. Any act, omission or negligence of Developer or any Developer Party;

15.1.3. Any accident, injury or damage whatsoever caused to any person or to the property of any person occurring in, on or about the Parking Spaces or occurring outside the Parking Spaces but within the Garage;

15.1.4. Any accident, injury or damage whatsoever caused to any person or to the property of any person occurring on or about the Roadway which is the result of the act, omission or negligence of Developer or any Developer Party;

15.1.5. Any failure on the part of Developer or any Developer Party to observe or perform any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement to be observed or performed by Developer, including compliance with any Governmental Requirements applicable to the Garage, the Parking Spaces, or the Roadway.

15.2. **Legal Action**. If any action or proceeding is brought against City, its council members, officers, employees, agents and contractors by reason of any claim arising out of a matter set forth in this Section 15, then upon written notice from City, Developer shall, at Developer's sole cost and expense, resist or defend such action or proceeding by counsel of Developer's choice, which counsel shall be subject to City's prior written approval (such approval not to be unreasonably withheld, conditioned or delayed).

15.3. **Limitation**. The indemnification set forth in this Section 15 will not apply to any damages resulting from the gross negligence or willful misconduct of City or its council members, officers, employees, agents and contractors.

15.4. **Survival**. The provisions of this Section 15 will survive the termination of this Agreement.

16. **End of Lease Term.**

16.1. **Termination of Agreement**. This Agreement and all rights of Developer and City under this Agreement will terminate upon occurrence of any of the following:

16.1.1. Expiration of the Lease Term; or

16.1.2. Termination after a default which is not cured within any applicable notice and cure period, Major Casualty, material Taking, or other occurrence under this Agreement which entitles either the City or the Developer to terminate this Agreement.

16.2. **Developer to Vacate Parking Spaces**. Upon the termination of this Agreement for any of the reasons set forth in this Section 16, Developer and all Developer Parties shall promptly vacate the Parking Spaces and remove from the Parking Spaces any personal property belonging to Developer or any Developer Parties. Developer shall leave the Parking Spaces broom clean and in the same condition existing on the date of this Agreement, subject to reasonable wear and tear or any damage resulting from a casualty not caused by Developer or any Developer Parties.

16.3. **Survival**. The provisions of this Section 16 shall survive the termination of this Agreement.

17. **Change in Governmental Requirements**. In the event of a change in any applicable Governmental Requirement which legally reduces the required parking count for the operation of the Apartment Property, and as a result, Developer no longer requires the Parking Spaces to satisfy the applicable Governmental Requirement, Developer may terminate this Lease and relinquish the Parking Spaces, and City will refund to Developer any unearned portion of the current year's Rent.

18. **Right to Mortgage; Cure Rights**. Developer may grant one or more mortgages of its interest in the Lease (each, a "Leasehold Mortgage") to lenders and, in connection therewith, to collaterally assign this Lease to such lenders. Developer shall identify the name of each mortgagee ("Leasehold Mortgagee") and an addresses to which notices to the Leasehold Mortgagee are to be sent. City agrees to execute any additional documents, including but not limited to Subordination, Non-Disturbance and Attornment Agreements required by a Leasehold Mortgage, or further assurances as may be reasonably requested by any Leasehold Mortgagee in connection with any Leasehold Mortgage permitted hereunder. Landlord's obligation to provide notices and cure rights shall be extended to all Leasehold Mortgagees and to any person or entity serving as the Developer's limited partner (the "Limited Partner"). City shall accept the cure of any default hereunder which is tendered by a Leasehold Mortgagee or by the Limited Partner as if the same had been done by Tenant. No termination, cancellation, surrender, modification or amendment of this Lease by agreement between City and Developer shall be effective unless consented to in writing by each Leasehold Mortgagee and the Limited Partner.

19. **No Assignment or Sub-Lease.** Developer shall not assign, transfer, sub-lease or otherwise hypothecate, pledge, or encumber this Agreement or Developer's rights under this Agreement, nor shall Developer permit or suffer any person or entity other than its employees, residents, and the residents' guests and invitees to use or occupy all or any part of the Parking Spaces without City's prior written consent, which consent may be withheld in City's sole discretion.

20. **Default and Remedies**. If Developer fails to fulfill any obligation or covenant set forth in this Agreement, City will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity. If City fails to fulfill any obligation or covenant set forth in this Agreement, Developer will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity.

21. **Notices.** All notices, demands, requests and other communications required under this Agreement must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such delivery; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation. Notice will be deemed to have been given upon receipt or refusal of delivery. All notices, demands, requests and other communications required under this Agreement may be sent by facsimile or electronic mail provided that the facsimile or electronic communication is followed up by notice given pursuant to one of the three methods in the preceding sentence. Any party may designate a change of address by written notice to the other party, received by such other party at least ten days before the change of address is to become effective.

21.1. **Notice to Developer**. Notice to the Developer under this Agreement must be sent to:

Landmark Companies, Inc.
3050 Biscayne Boulevard, Suite 300

Miami, Florida 33137
Attn: Francisco Rojo
Tel (305) 538-9552, Ext. 103
Fax (305) 538-9553
francisco@landmarkco.net

With a copy to:

Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A.
150 West Flagler Street
Suite 2200
Miami, FL 33130
Attn: Brian McDonough
Ph 305-789-3350
Fax 305-789-3395
bmcdonough@stearnsweaver..com

21.2. **Notice to City**. Notice to the City under this Agreement must be sent to:

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Attn: City Manager
Telephone: 954-924-6800 x3606
Email: agarcia@daniabeachfl.gov

With copies to:

City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Attn: Tom Ansbro, Esq.
Telephone: (954) 924-6800 x 3635
Facsimile:
Email: eboutsis@daniabeachfl.gov

22. **Miscellaneous Provisions.**

22.1. **Amendments.** No amendment to this Agreement will be binding on any party unless in writing and signed by all parties.

22.2. **Attorneys' Fees.** In the event either party to the Agreement institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees and expenses and court costs, including, without limitation, all in-house attorneys' fees, and all fees, taxes, costs and expenses incident to trial, appellate, bankruptcy and post-judgment proceedings.

22.3. **Authority**. Developer represents that it has full right, power and authority to enter into this Agreement and to perform its obligations and agreements hereunder, and that the person or persons executing this Agreement on behalf of Developer are duly authorized to do so.

22.4. **Conflicts of Interest; City Representatives not Individually Liable.** No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Developer or any successor in interest for any amount which may become due to Developer for any obligations of City under this Agreement, or in the event of any default or breach by the City.

22.5. **Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties. .

22.6. **Entire Agreement.** This Agreement and the exhibits constitute the sole agreement of the parties with respect to its subject matter. Any prior written or oral agreements, promises, negotiations, representations or communications not expressly set forth in this Agreement are of no force or effect.

22.7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by the laws of, the State of Florida.

23. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the day and year first above written.

CITY OF DANIA BEACH, a Florida municipal corporation

By: _____
Tamara James, Mayor

By: _____
Anna Garcia, ICMA-CM, City Manager

ATTEST:

By: _____
Thomas Schneider, CMC, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DANIA BEACH ONLY:

By: _____
Eve Boutsis, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, ____, by Tamara James and Ana Garcia, as Mayor and Manager, respectively, of the City of Dania Beach, on behalf of the City. They are personally known to me or have produced _____ as identification.

[SEAL]

_____
Notary Public, State of Florida

DEVELOPER:

CITY PLACE APARTMENTS, LTD., a Florida limited partnership

By: City Place Apartments GP, LLC, its general partner

By:_____
Francisco Rojo, Vice President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this_____ day of _____, ____, by Francisco Rojo, as Vice President of City Place Apartments GP, LLC, the general partner of CITY PLACE APARTMENTS, LTD., a Florida limited partnership. He is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public, State of Florida

Exhibit A

Legal Description of Garage Property

That portion of the following-described real property which is comprised of the Garage:

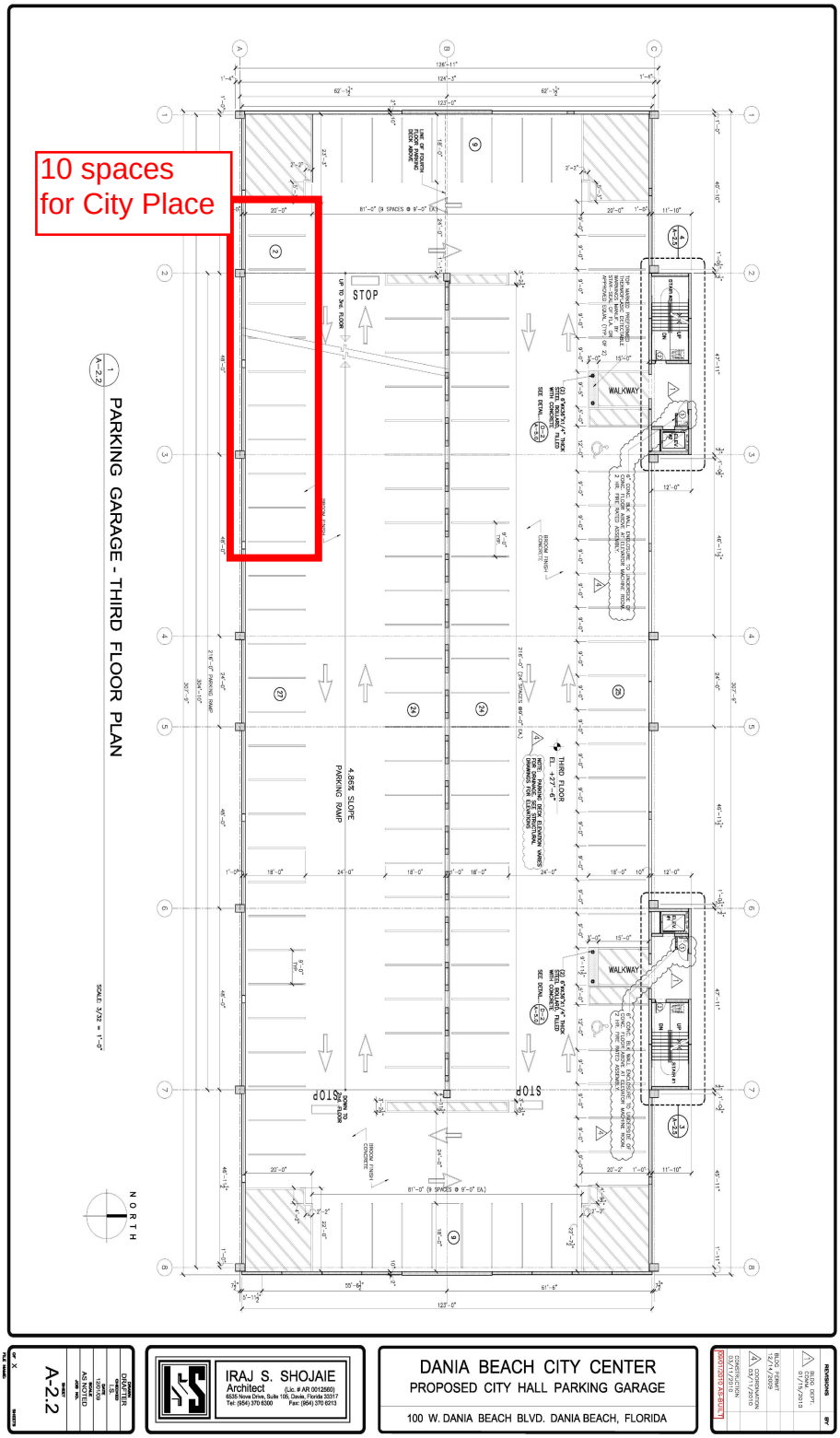
Lots 1-9 in Block 21, of TOWN OF DANIA (FORMERLY MODELO), according the Plat thereof recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate in Broward County, Florida.

Exhibit B

Legal Description of Apartment Property

Lots 10, 11, 12, 13, 14, 15 and 16, Block 21, TOWN OF DANIA (FORMERLY MODELO), according the Plat thereof recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate in Broward County, Florida.

Exhibit C
Floor Plan of Garage Third Floor


10 spaces
for City Place
PARKING GARAGE - THIRD FLOOR PLAN
SCALE: 3/32" = 1'-0"
NORTH
STOP
WALKWAY
4.85% SLOPE
PARKING RAMP
THIRD FLOOR
EL. +27'-6"
A-2.2
IRAJ S. SHOJAIE
Architect
DANIA BEACH CITY CENTER
PROPOSED CITY HALL PARKING GARAGE
100 W. DANIA BEACH BLVD. DANIA BEACH, FLORIDA

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: March 22, 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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.09 13:14:20 -05'00'

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania Beach, ou=Community Development, email=enorena@daniabeachfl.gov, c=US
Date: 2022.03.09 10:26:39 -05'00'

SUBJECT: The applicant, the City Place Housing Development dba City Place Apartments, Ltd., is requesting continued support by the City for a conditional loan commitment of one million dollars ($1,000,000.00) to partially finance development of the City Place affordable housing development.

Request:
To provide funding for the City Place development, an affordable rental apartment building project.

Background
City Place Apartments, Ltd. proposes to build a new 110 unit affordable housing development to be known as City Place to be located at 114 SW 1st Street. There are restrictions on the incomes of the residents and rents that can be charged. In 2020 and 2021, as per Resolutions No. 2020-123 and 2021-092, the City of Dania Beach agreed to provide a conditional loan commitment to City Place in the amount of Six Hundred Forty Thousand Dollars ($640,000.00), so that City Place could be considered for funding by Florida Housing Finance Corporation (FHFC).

The City's loan is considered to be "Local Government Area of Opportunity Funding", and gave preference to City Place in ranking for the funding. City Place's housing credit application was successful and has been invited City Place into credit underwriting. The increase in City support from $640,000.00 to $1,000,000.00 will assist City Place to address rising construction costs. The conditional commitment is contingent upon an award of Housing Credits, and agreements which secure repayment.

Budgetary Impact
Approval will enable redevelopment, expanding the City's tax roll and providing affordable housing.

Recommendation
Approve the Resolution

RESOLUTION NO. 2022-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, EXPRESSING CONTINUED SUPPORT FOR A CONDITIONAL LOAN COMMITMENT OF ONE MILLION DOLLARS ($1,000,000.00) TO PARTIALLY FINANCE DEVELOPMENT OF THE CITY PLACE HOUSING DEVELOPMENT BY CITY PLACE APARTMENTS, LTD.; AUTHORIZING THE CITY MANAGER TO EXECUTE A FLORIDA HOUSING FINANCE CORPORATION (FHFC) LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION LOAN FORM; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Place Apartments, Ltd., a Florida limited partnership, and its affiliates (the "City Place") propose to build a new multi-family development for affordable rental housing to be known as City Place (the "Housing") to be located at 114 SW 1st Street, Dania Beach, Broward County, Florida, with restrictions on the incomes of the residents and rents that can be charged; and

WHEREAS, in 2020 and 2021, pursuant to Resolution No. 2020-123 and 2021-092, the City of Dania Beach ("City") agreed to provide a conditional loan commitment to City Place Apartments, Ltd., in the amount of Six Hundred Forty Thousand Dollars ($640,000.00), so that City Place could be considered for funding by Florida Housing Finance Corporation (FHFC) for Competitive Housing Credits ("Housing Credits") for an Affordable Housing Project; and

WHEREAS, the City's proposed loan was considered to be a "Local Government Area of Opportunity Funding", and provided a preference to City Place in ranking for the funding; and

WHEREAS, City Place's housing credit application for 2021 to the FHFC was successful and FHFC has invited City Place into credit underwriting; and

WHEREAS, the increase in City support from $640,000.00 to $1,000,000.00 will assist City Place to address rising construction costs; and

WHEREAS, it is anticipated that Broward County will issue Requests for Applications ("RFA") and/or Requests for Proposals ("RFP") for affordable housing funding, for which City Place intends to respond. In its response to the Broward County RFA's and/or RFP's , City Place intends to include a copy of FHFC's Local Government Verification of Contribution-Loan Form attached hereto as Exhibit "A," once executed by the City Manager; and

WHEREAS, the scope of the City Place's development remains predominantly the same (except that the number of units with income restrictions may be increased by one, from 99 to 100 units, and the market rate units may be reduced by one, from 11 to 10 units) as presented to the City in 2020 and 2021. Total units will remain at 110 units; and

WHEREAS, the actual zoning application is being presented to the City at a quasi-judicial hearing, for the City Commission to review and possibly approve; and

WHEREAS, the conditional commitment to lend the Request Amount shall be contingent upon an award of Housing Credits and the City entering into agreements which, to its sole satisfaction, secure the repayment of the Request Amount;

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

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

Section 2. That the City Commission authorizes the City Manager to execute FHFC's Local Government Verification of Contribution-Loan Form, which is incorporated by reference and attached as Exhibit "A", which shall be effective through December 31, 2023.

Section 3. That the City of Dania Beach conditionally approves the City Place's continuing request for funding in the amount of $1,000,000.00 (the "Request Amount") to support the Housing. The funding shall consist of a loan evidenced by a promissory note and secured by a mortgage with a maximum term of 17 and 1/2 years (a 30 month construction period plus a term of 15 years), subject to acceleration in the event of default, with collateral satisfactory to the City and subject to the City, City Place, and other parties providing financing for the Housing and entering into agreements which, to the sole satisfaction of the City, and subject to no material alteration of the City Place's financial status, to secure the repayment of the Request Amount; provided however, the City is not obligated to approve any loan documents with which it does not agree. The proposed promissory note and mortgage are incorporated by reference and attached to this Resolution as Exhibit B and contains the material terms and conditions of the City in authorizing the loan.

Section 4. That the City Manager and City Attorney are authorized, empowered, and directed to negotiate with City Place on the funding transaction if City Place receives an award of Housing Credits, and they are authorized, empowered and directed to make revisions to the related

documents which are deemed necessary and proper and in the best interest of the City that do not directly conflict with the promissory note and the mortgage attached as Exhibit B to this Resolution.

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 March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: City Place

Development Location: NE corner of the Intersection of S.W. 3rd Ave. & S.W. 1st St., Dania Beach, FL
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Dania Beach, commits $1,000,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $_____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ Ana M. Garcia

Signature — Print or Type Name

City Manager

Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

PROMISSORY NOTE

Miami, Florida

$1,000,000.00 _____ ___, 202__

FOR VALUE RECEIVED the undersigned, **CITY PLACE APARTMENTS, LTD**., a Florida limited partnership (hereinafter referred to as the "Maker") with offices at 3050 Biscayne Boulevard, Suite 300, Miami, FL 33137, promises to pay to the order of the **CITY OF DANIA BEACH**, a municipal corporation of the State of Florida (hereinafter referred to as the "Lender"), at 100 West Dania Beach Boulevard, Dania Beach, FL 33004, or such other location or address as the Lender may direct from time to time, the principal sum of **One Million and 00/100 Dollars ($1,000,000.00)** (the "Loan"**)**, together with interest thereon on funds outstanding.

1. **Loan Purpose.** The Loan shall be made on the terms provided herein for the purpose of partially financing the Maker's acquisition, development and construction of a multifamily apartment community to be located in the City of Dania Beach, Florida and known as "City Place Apartments" (the "Project").

2. **Loan Disbursement.** The Loan shall be disbursed by Lender to Maker in three installments, by wire transfer pursuant to instructions to be provided by Maker to Lender, as follows:

   a. 33% of the Loan amount (i.e., $330,000) shall be disbursed to Borrower simultaneously with the closing of the first mortgage loan for the development and construction of the Project;
   b. 33% of the Loan amount (i.e., $330,000) shall be disbursed to Borrower upon the achievement of 75% of construction completion, as confirmed by a construction requisition certified by the Borrower's Architect overseeing the construction of the Project; and
   c. 34% of the Loan amount (i.e., $340,000) shall be disbursed to Borrower upon the achievement of 95% of construction completion, as confirmed by a construction requisition certified by the Borrower's Architect overseeing the construction of the Project.

3. **Payment Terms.**

The Promissory Note shall be due and payable as follows:

Interest-Only Period: The "Interest-Only Period" shall be the initial thirty (30) month period which follows the initial funding of the Loan. Interest shall accrue during the Interest-Only Period at a rate equal to the Applicable Federal Short-Term Rate published by the Internal Revenue Service in effect as of the date hereof, which is equal to _____ percent (___%) per annum.

Commencing on the thirtieth (30th) day following the first "Calendar Quarter Day" (i.e., January 1, April 1, July 1, or October 1 of each calendar year) in the Interest-Only Period, and continuing on the thirtieth (30th) day following every Calendar Quarter Day thereafter until

the end of the Interest-Only Period, Maker shall pay installments of interest only for the preceding calendar quarter. Lender shall provide to Maker an invoice for such accrued interest by the date which is no later than the tenth (10th) day following each Calendar Quarter Day during the Interest-Only Period.

Permanent Loan Period: The "Permanent Loan Period" shall be the period which commences on the day after the expiration of the Interest-Only Period, and continues until the Maturity Date (as defined below). Commencing on the first (1st) Calendar Quarter Day of the Permanent Loan Period, and continuing on every Calendar Quarter Day thereafter up to and including the Maturity Date, Maker shall pay combined payments of principal and interest in forty five (45) quarterly installments, pursuant to a series of amortization schedules to be calculated as follows:

a. For the first fifteen (15) quarterly payments (applicable to months 1-60 of the Permanent Loan Period), the interest rate will be fixed equal to the Applicable Federal Mid-Term Rate published by the Internal Revenue Service (the "Mid-Term AFR") in effect as of the first day of the Permanent Loan Period;

b. For the sixteenth (16th) through thirtieth (30th) quarterly payments (applicable to months 61-120 of the Permanent Loan Period), the interest rate will be fixed equal to the Mid-Term AFR in effect as of the first day of the sixty first month of the Permanent Loan Period; and

c. For the thirty first (31st) through forty fifth (45th) quarterly payments (applicable to months 121-180 of the Permanent Loan Period), the interest rate will be fixed equal the Mid-Term AFR in effect as of the first day of the one hundred twenty first month of the Permanent Loan Period.

Lender will provide an amortization schedule to the Maker within thirty (30) days following the date on which the interest rate is reset during the Permanent Loan Period, setting forth the amount of quarterly payments of principal and interest due for the ensuing fifteen (15) payments.

The entire unpaid principal balance, together with all interest accrued thereon but unpaid shall be due and payable on the date which is seventeen (17) years and six (6) months following the date hereof (the "Maturity Date").

This Note may be prepaid in whole or in part without premium or penalty.

4. Security for the Note.

This Promissory Note is secured by that certain Mortgage and Security Agreement (the "Mortgage") of even date herewith executed in favor of the Lender, relating to real property located at 114 SW 1 Street, Dania Beach, FL (the "Property").

Maker's obligations under this Note are guaranteed by Landmark Development Corp., a Florida corporation ("Guarantor"), pursuant to the Repayment Guaranty (Secured Loan) executed in favor of Lender, dated of even date herewith. Guarantor has agreed to maintain net worth and

liquidity in an amount not less than the outstanding Loan balance from time to time. Failure to maintain such net worth and liquidity shall constitute a default hereunder.

5. Events of Default.

All sums advanced hereunder together with accrued interest thereon and all other sums due hereunder shall become immediately due and payable, without notice or demand, upon the occurrence of any one or more of the following Events of Default, subject to any applicable cure period as provided in the Loan Documents: (a) the Maker's failure to promptly pay in full any payment of principal or interest due under this Promissory Note; (b) the Maker's failure to pay any insurance premium when due; (c) the dissolution, termination of existence, insolvency of, business failure, appointment of a receiver for any part of the Property or assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws, by or against any maker or guarantor hereof which shall continue beyond any applicable cure period set forth in the Mortgage; or (d) any uncured breach, following the giving of notice and the expiration of any applicable cure period, by the Maker of any of the terms, covenants or conditions set forth in the Mortgage. Upon the occurrence of any of the foregoing events, and in addition to any other remedies provided in the Mortgage, the amount disbursed hereunder, together with interest accrued thereon at the rate provided herein, and all unpaid fees, charges and other obligations of the Maker due hereunder or under the Mortgage, shall, at Lender's option, be immediately due and payable.

Any property of Maker now or hereafter in the possession of the Lender, may at all times be held and treated as collateral and security for the payment of this Promissory Note and all other indebtedness or liability, direct or indirect, joint or several, absolute or contingent, now existing or hereafter created, acquired or contracted, of the Maker to the Lender.

6. Waivers.

No delay or omission on the part of the Lender in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note or any other indebtedness or liability, direct or indirect, joint or several, absolute or contingent, now existing or hereafter created, acquired or contracted, of the Maker to the Lender. A waiver by the Lender of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and/or remedy as to any future occasion.

7. Expenses and Attorneys' Fees.

The Maker agrees that in the event each and every of the terms and conditions of this Promissory Note or any instrument which secures or collateralizes the payment of the sums hereunder is not duly performed, complied with, or abided by, subject to applicable notice and cure period(s) set forth in the Mortgage, the whole of said indebtedness then outstanding shall thereupon, at the option of the Lender, become immediately due and payable. If this Promissory Note becomes in default and is placed in the hands of an attorney for collection, the Maker agrees to pay all and singular the costs, charges, and expenses incurred by the Lender in the enforcement of its rights hereunder, including, but not limited to reasonable attorneys' fees and costs, including the attorneys' fees and costs for appellate proceedings, which fees and costs shall bear interest from the date thereof at the rate of eight percent (8.00%), which rate shall be the "Default Rate."

The Maker and all persons now or hereafter becoming obligated or liable for the payment hereof, do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment.

8. No Excess Charge.

The Maker does not intend or expect to pay, nor does the Lender intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by the Lender, and any such excess shall be credited by the Lender to the balance hereof.

Each Maker, endorser, or any other person, firm or corporation now or hereafter becoming liable for the payment of the loan evidenced by this Promissory Note, hereby consents to any renewals, extensions, modifications, releases of security or any indulgence shown to or any dealings between the Lender and any party now or hereafter obligated hereunder, without notice, and jointly and severally agree that they shall remain liable hereunder notwithstanding any such renewals, extensions, modifications or indulgences, until the debt evidenced hereby is fully paid.

The Maker agrees to pay a late charge equal to ten percent (10.0%) of each payment of principal and/or interest which is not paid within ten (10) days of the date on which it is due. In the event that any payment is returned on account of insufficient or uncollected funds, the Maker shall additionally be liable for a return check charge of five percent (5%) of the amount of the check and Lender may require that all future payments be made by cashier's check.

Any payment of principal and/or interest due under this Promissory Note which is not promptly paid on the date such payment becomes due, shall bear interest at the Default Rate commencing on the date immediately following the day upon which the payment was due. Upon the occurrence of any event of default as defined herein, all sums outstanding under this Promissory Note shall thereon immediately bear interest at the Default Rate from the date of disbursement, without notice to the Maker or any guarantor or endorser of this Promissory Note, and without any affirmative action or declaration on the part of the Lender.

In the event of the sale of the Property in violation of the requirements set forth in the Mortgage, all sums outstanding under this Promissory Note shall bear interest at the Default Rate from the date of disbursement, without notice to the Maker or any guarantor or endorser of this Promissory Note, and without any affirmative action or declaration on the part of the Lender.

9. Law, Jurisdiction, Venue, Waiver of Jury Trial.

This Promissory Note shall be interpreted, construed and enforced according to the Laws of the State of Florida, excluding all principles of choice of laws, conflict of laws or comity. The exclusive venue for any lawsuit arising from, related to, or in connection with this Promissory Note shall be in the state courts of the 17th Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or the United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve such a dispute, including voluntary arbitration, medication or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that venue in Broward County is inconvenient.

BY ENTERING INTO THIS NOTE, MAKER AND LENDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF ANY PARTY HERETO. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS NOTE AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER EXTENDING THE LOAN EVIDENCED BY THIS PROMISSORY NOTE.

10. Modifications.

None of terms or provisions of this Promissory Note may be changed, waived, modified, discharged, or terminated except by a written agreement signed by the party against whom enforcement of any such change, waiver, modification, discharge or termination is sought.

11. Severability.

In the event that any provision of this Promissory Note shall be held to be unenforceable under the law, all remaining provisions of this Promissory Note shall be binding, valid, and enforceable.

SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Maker has hereunto set its hand and seal the day and year first above written.

MAKER**:**

CITY PLACE APARTMENTS, LTD., a Florida limited partnership

By: City Place Apartments GP, LLC,
general partner

By: _____
Francisco Rojo, Vice President

Prepared by, and after recording return to:
Brian J. McDonough, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

NOTE TO RECORDER: This Mortgage is given in relation to the financing of housing under Part V of Chapter 420 of the Florida Statutes and is exempt from taxation pursuant to Section 420.513 Florida Statutes.

MORTGAGE AND SECURITY AGREEMENT FOR CITY PLACE APARTMENTS

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage"), is executed and delivered the ___ day of _____, 202__, by **CITY PLACE APARTMENTS, LTD**., a Florida limited partnership, whose address is 3050 Biscayne Boulevard, Suite 300, Miami, FL 33137 (hereinafter collectively called "Mortgagor"), to the **CITY OF DANIA BEACH**, a municipal corporation of the State of Florida, with offices at 100 West Dania Beach Boulevard, Dania Beach, FL 33004 (hereinafter called "Mortgagee").

WITNESSETH THAT:

A. Mortgagor will develop, construct, and operate 110 housing units in Dania Beach, Florida, of which no less than 99 units shall be set aside for households earning up to 80% of the Broward County, Florida median income, as adjusted for family size ("Project").

B. Mortgagee has agreed to provide lender with a loan in the amount of $1,000,000 in order to assist Mortgagor in the construction and development of the Project.

FOR GOOD AND VALUABLE CONSIDERATION, including, but not limited to, the aggregate sum of money named in the promissory note from the Mortgagor in favor of the Mortgagee, in the original principal amount of **One Million and 00/100 Dollars ($1,000,000.00)** (hereinafter referred to as the "Note"), Mortgagor does mortgage, grant, bargain, sell, alien, remise, release, convey, onto the Mortgagee to its own proper use and benefit forever, subject to the provisions, terms and conditions of this Mortgage, including, without limitation, all of Mortgagor's right, title and interest as holder of the fee simple estate in and to the real property situated in Broward County, Florida (the "Land") more particularly described on Exhibit "A" attached hereto and made a part hereof together with the following present and future property and rights owned by Mortgagor (collectively, along with the Land, the "Mortgaged Property"):

A. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land;

B. All furniture, furnishings, fixtures, goods, equipment, inventory or personal now or subsequently located on, attached to or used in and about the Land, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposals and incinerating equipment, telephone systems, televisions and television systems, computer systems, and all fixtures and appurtenances; and such other goods and chattels and personal property owned by Mortgagor as are now or hereafter used or furnished in operating the Land, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Land, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor;

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, and other emblements now or subsequently located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land, or which subsequently shall in any way belong, relate or be appurtenant to the Land, whether now owned or subsequently acquired by Mortgagor;

D. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Land, or any part thereof, whether now existing or subsequently created or acquired;

E. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;

F. All leases, lettings, rental agreements, occupancy agreements and licenses, if any, of the Land or any portion thereof and all right, title and interest of the Mortgagor thereunder, including, without limitation, the rights of the Mortgagor, as landlord, in respect of cash, promissory notes and securities deposited thereunder, the rights of Mortgagor, as landlord, pursuant to applicable statutes including any landlord liens, and the right to receive and collect the rents, issues and profits thereof and any other sums payable thereunder; and

G. All right, title and interest of Mortgagor in any insurance policies or binders now or subsequently relating to the Land including any unearned premiums thereon.

TO HAVE AND TO HOLD the same, together with all tenements and hereditaments and appurtenances, unto the Mortgagee as a fee simple estate.

The Mortgagor does covenant with the Mortgagee that Mortgagor is indefeasibly seized of a fee simple estate in the Mortgaged Property; that the Mortgagor has full power and lawful right to convey its fee simple estate in the Mortgaged Property as aforesaid; that the Mortgagor will make such further assurances to perfect its fee simple estate in the Mortgaged Property in the Mortgagee as may reasonably be required; and that the Mortgagor does hereby fully warrant its fee simple title to the Mortgaged Property, and will defend the same against the lawful claims of all persons claiming by, through, or under Mortgagor, but against none other.

PROVIDED ALWAYS, that if the Mortgagor shall pay unto the Mortgagee or otherwise perform and fulfill its obligations with respect to the indebtedness and obligations evidenced by the Note, and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate thereby created shall cease and be null and void.

AND THE MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. **PERFORMANCE OF NOTE AND MORTGAGE**. The Mortgagor shall pay or otherwise fully perform its obligations with respect to the payment of all and singular the principal, interest and other sums of money payable by virtue of the Note and this Mortgage, or either, promptly on the days when the same severally become due and payable, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants set forth in the Note and this Mortgage.

2. **TAXES AND OTHER CHARGES**. The Mortgagor shall not seek any exemption for real estate taxes at the Mortgaged Property. The Mortgagor shall pay when due and payable and before any interest, charge or penalty is due thereon, without any deduction, defalcation or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents and all other charges or claims of every nature and kind which may be imposed, suffered, placed, assessed, levied, or filed at any time against this Mortgage, the Mortgaged Property or any part thereof or against the interest of the Mortgagee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part upon the Mortgagee; and insofar as any such tax, assessment, levy, liability, obligation or encumbrance is of record, the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of the Mortgagee no later than such dates; provided, however, that if, pursuant to this Mortgage or otherwise, the Mortgagor shall have deposited with the Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges or claims, and the Mortgagor is not otherwise in default, they shall be paid by the Mortgagee; and provided further, that if the Mortgagor in good faith and by appropriate legal action shall contest the validity of any such items or the amount thereof, and shall have established on its books or by deposit of cash with the Mortgagee, as the Mortgagee may elect, a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor shall not be required to pay the item or to produce the required receipts: (a) while the reserve is maintained; and (b) so long as the

contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor. The Mortgagor shall furnish the Mortgagee with annual receipted tax bills evidencing payment within ninety (90) days from their due date.

3. INSTALLMENTS FOR INSURANCE, TAXES AND OTHER CHARGES. Without limiting the effect of Paragraphs 2 or 5 hereof, and subject to the terms and conditions of any senior mortgages, upon default in the payment thereof, the Mortgagee may thereafter require the Mortgagor to pay to the Mortgagee, monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, water and sewer rents, any special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; and on demand from time to time the Mortgagor shall pay to the Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by the Mortgagee. The amounts so paid shall be used in payment thereof if the Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of the Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of this Mortgage, the whole amount of the unpaid principal debt becomes due and payable, the Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At the Mortgagee's option, the Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this Paragraph requiring monthly payments.

4. ATTORNEYS' FEES AND COSTS. The Mortgagee shall recover from the Mortgagor, and this Mortgage shall secure payment of, all and singular the costs, charges and expenses, including but not limited to, reasonable attorney's fees, including but not limited to those for all trial, appellate, and bankruptcy litigation, including litigation for the amount as well as the entitlement to such, costs, charges, and expenses, because of the failure on the part of the Mortgagor to perform, comply with, and abide by, each and every of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, whether or not suit is brought, and every such payment made by the Mortgagee shall bear interest from the date thereof at the Default Rate as defined in the Note.

5. INSURANCE. The Mortgagor shall keep the buildings and improvements now or hereafter erected on the Mortgaged Property continuously insured under a policy or policies providing coverage on an "all risk" basis, in a sum not less than full insurable value, including flood insurance if requested by the Mortgagee, in a company or companies acceptable to the Mortgagee. The policy or policies of insurance shall be held by and be payable to the Mortgagee. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured by this Mortgage or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Mortgage. In the event the Mortgagor fails to procure and maintain the insurance coverage required hereby, the Mortgagee may procure and pay for such insurance or any part thereof, without waiving or affecting its option to foreclose this Mortgage, or any right thereunder. Each and every such payment made by the Mortgagee shall be secured by this Mortgage; shall be due and payable on demand; and, shall bear interest from the date each such payment is made at the Default Rate.

6. CARE OF THE MORTGAGED PROPERTY. The Mortgagor shall exercise reasonable care in the maintenance of the Mortgaged Property, and shall not permit, commit or

suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof. In the event the Mortgagor fails to keep the Mortgaged Property in good repair, the Mortgagee may make such repairs as it may deem necessary in its sole discretion for the proper preservation thereof, and the full amount of each such payment shall be due and payable with interest at the Default Rate on demand, and shall be secured by the lien of this Mortgage.

7. EXISTING/OTHER MORTGAGES AND OBLIGATIONS. Any default in the payment or terms and conditions of any existing or other mortgage(s), or any modification and/or acceptance of future advances from any existing or other mortgage(s) shall constitute a default hereunder and the Mortgagee, at its option, may declare all sums due and payable and accelerate the entire indebtedness. The Mortgagee may, at its option, and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by the Mortgagor for the protection of the Mortgage security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by Mortgagee shall be charged into the mortgage account, and every payment so made shall bear interest from the date thereof at the Default Rate specified in the Note, and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the Note and this Mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by the Note and secured by this Mortgage, excepting however, that such sums shall be repaid to the Mortgagee within fifteen (15) days after demand by the Mortgagee to the Mortgagor for such payment.

8. INSPECTION. The Mortgagee, and any persons authorized by the Mortgagee, shall have the right during business hours, upon reasonable notice to the Mortgagor, to enter the Mortgaged Property to inspect and photograph its condition and state of repair, subject to the rights of tenants under the terms of their leases.

9. ACCELERATION OF MATURITY. That (a) in the event of any breach of this Mortgage or default on the part of the Mortgagor which is not cured within thirty (30) days following written notice from the Mortgagee, or if such default not cannot practicably be cured within thirty (30) days, then within such additional time as may be required to effect a cure (such additional time not to exceed one hundred and twenty (120) days), so long as (i) the cure is commenced within thirty (30) days and is diligently prosecuted and (ii) the lack of a cure during such continuing cure period has no material adverse effect on the Mortgaged Property, or (b) in the event any of such sums of money herein referred to be not promptly and fully paid within five (5) days next after the same severally become due and payable, without demand or notice; or (c) in the event each and every stipulation, agreement, condition and covenants of the Note and this Mortgage are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, following the giving of notice and the expiration of applicable cure periods; or (d) in the event the Mortgagor shall fail, within ten (10) days written notice by the Mortgagee to execute a Mortgagor's certificate in favor of any assignee or prospective assignee of the Mortgagee's interest hereunder which certificate shall contain such acknowledgments, affirmations, and covenants as may be reasonably required to enable the Mortgagee to assign its interest hereunder, or (e) upon the rendering by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby, or the manner of collection of any such taxes, so as to

materially adversely affect this Mortgage or the debt secured hereby; or (f) in the event there exists an event of default under and pursuant to the terms of any other obligation of any kind or nature whatsoever of the Mortgagor to the Mortgagee, direct or contingent, whether now existing or hereafter due, existing, created or arising, then in either or any such event, the aggregate sum mentioned in the Note then remaining unpaid, with interest accrued, and all monies secured hereby shall become due and payable forthwith, or thereafter, at the option of the Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in the Note and/or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity, therefore, or thereafter begun, may be prosecuted as if all money secured hereby had matured prior to its institution. Mortgagor's investor limited partner shall have the right, but not the obligation, to cure any event of default, and such cure shall be accepted as if tendered by Mortgagor.

10. INTENTIONALLY DELETED.

11. DEFENSE OF MORTGAGED PROPERTY AND MORTGAGE. If any action or proceeding shall be commenced by any person other than the Mortgagee, and the Mortgagee is made a party, or in which it shall become necessary for the Mortgagee to defend or take action to uphold or defend the lien of this Mortgage, all sums paid or incurred by the Mortgagee for the expense of any litigation, including court costs and reasonable attorneys' fees incurred in any trial, appellate, and bankruptcy proceedings, to prosecute or defend the rights and liens created by this Mortgage shall be paid by the Mortgagor, together with interest thereon at the Default Rate from the date thereof, and any such sum and interest thereon shall be a claim upon the Mortgaged Property, attaching or accruing subsequent to the lien of this Mortgage, and shall be secured by the lien of this Mortgage.

12. CASUALTY AND CONDEMNATION. In the event the Mortgaged Property or any part thereof shall be damaged by casualty or condemned under the power of eminent domain, Mortgagor may (subject to the rights of any senior lender whose mortgage has priority over this Mortgage) use the proceeds of insurance proceeds or condemnation awards for the restoration and repair of the Mortgaged Property if all of the following conditions are met: (i) the Mortgagor is not in breach or default of any provision of this Mortgage or the Note; (ii) the Mortgagor reasonably determines that there will be sufficient funds to (a) restore and repair the Mortgaged Property to a condition as close as reasonably possible to what previously existed, (b) meet all operating costs and other expenses, payments for reserves and loan repayment obligations relating to the Mortgaged Property until completion of the restoration and repair of the Mortgaged Property to a condition as close as reasonably possible to what previously existed; (iii) the Mortgagor reasonably determines that the rental income of the Mortgaged Property, after restoration and repair to a condition as close as reasonably possible to what previously existed will be sufficient to meet all operating costs and other expenses, payments for reserves and loan repayment obligations relating to the Mortgaged Property; and (iv) the Mortgagor has received the Mortgagee's written concurrence with such determination.

13. SUBROGATION. To the extent of the indebtedness of the Mortgagor to the Mortgagee as described in the Note, the Mortgagee shall be subrogated to the lien and the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of such mortgages, liens or other encumbrances shall be and are hereby security for the Note, as if they had been regularly assigned, transferred, and delivered unto the

Mortgagee, notwithstanding the fact that the same may be set aside and canceled of record. It is the intention of the parties hereto that the prior mortgages, liens or other encumbrances will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

14. APPOINTMENT OF RECEIVER. At any time while a suit is pending to foreclose or to reform this Mortgage or to enforce any claims arising hereunder, the Mortgagee may apply to a court of appropriate jurisdiction for the appointment of a receiver, and such court shall forthwith appoint a Receiver of the Mortgaged Property, including all and singular the income, profits, rents, issues and revenues from whatever source derived. The Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and as a matter of absolute right to the Mortgagee without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of the Mortgagor or the Defendants. All income, profits, rents, issues and revenues collected by the Receiver shall be applied by such Receiver according to the lien of this Mortgage, and the practice of such court.

15. NO TRANSFER OF MORTGAGED PROPERTY. It is expressly agreed that should the Mortgagor convey title to the Mortgaged Property or, except as set forth in Mortgagor's Amended and Restated Agreement of Limited Partnership, in any legal or equitable interest therein, to any person, firm or corporation or shall permit or create any further encumbrances upon the Mortgaged Property without the prior written approval of the Mortgagee to such conveyance or encumbrance, all sums outstanding under the Note and secured by this Mortgage shall become immediately due and payable, at the option of the Mortgagee.

16. LEASES AFFECTING MORTGAGED PROPERTY. The Mortgagor shall comply with and observe its obligations as landlord under all leases affecting all or any portion of the Mortgaged Property (the "Residential Leases"). Upon request, the Mortgagor shall furnish promptly to the Mortgagee executed copies of all such Residential Leases now existing or hereafter created. The Mortgagor shall not accept payment of rent more than one (1) month in advance without the prior written consent of the Mortgagee. Nothing contained in this Section or elsewhere in this Mortgage shall be construed to make the Mortgagee a mortgagee in possession unless and until the Mortgagee actually takes possession of the Mortgaged Property either in person or through an agent or receiver. To the extent not provided by applicable law, each Residential Lease shall provide that, in the event of the enforcement by the Mortgagee of the remedies provided for by law or by this Mortgage, the Residential Lease shall remain in full force and affect, without any change in the terms or other provisions of the respective Residential Lease (and the Mortgagee or such successor shall execute an agreement not to disturb the lessee, provided such lessee abides by all terms and provisions in the applicable Residential Lease); provided, however, that such successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by such lessee of its obligations under such Residential Lease not in excess of an amount equal to one (1) month's rental, or (ii) any amendment or modification in the lease made without the consent of the Mortgagee or any successor in interest.

17. ASSIGNMENT OF RENTS, ISSUES AND PROFITS. The Mortgagor does hereby bargain, sell, transfer, assign, convey, set over and deliver unto the Mortgagee, as security for the payment and performance of all the terms and conditions of the Note and this Mortgage, and any and all amendments, extensions and renewals thereof, all Residential Leases now existing

or which may be executed at any time in the future during the life of this Mortgage, and all amendments, extensions and renewals of such Residential Leases and any of them, and all rents and other income which may now or hereafter be or become due or owing under the Residential Leases, and any of them, it being intended hereby to establish a complete transfer of the Residential Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Property unto the Mortgagee, with the right, but without the obligation, to collect all of such rents and other income which may become due during the life of the Note and this Mortgage. The Mortgagor agrees to deposit with the Mortgagee upon demand such Residential Leases as may from time to time be designated by the Mortgagee. Although it is the intention of the parties that this shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of the Note and this Mortgage, but upon the occurrence of any default the Mortgagee shall be entitled, upon notice to the tenants, to all rents and other amounts then due under the leases and thereafter accruing, and this Mortgage shall constitute a direction to and full authority to the tenants to pay all such amounts to the Mortgagee without proof of the default relied upon. The tenants are hereby irrevocably authorized to rely upon and comply with any notice or demand by the Mortgagee for the payment to the Mortgagee of any rental or other sums which may be or thereafter become due under the leases, or for the performance of any of the tenants' undertakings under the Residential Leases and shall have no right or duty to inquire as to whether any default under this Mortgage has actually occurred or is then existing.

18. MORTGAGE CONSTITUTES SECURITY AGREEMENT. This Mortgage also constitutes a security agreement as defined under the Uniform Commercial Code. The Mortgagor hereby grants to the Mortgagee a security interest in and to all furniture, furnishings, equipment, machinery, and personal property of every nature whatsoever now owned or hereafter acquired by the Mortgagor located upon the Mortgaged Property together with all proceeds therefrom. The Mortgagor shall execute any and all documents as the Mortgagee may request, including, without limitation, financing statements pursuant to the Uniform Commercial Code as adopted by the State of Florida, to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures. The Mortgagor hereby authorizes and empowers the Mortgagee to execute and file on behalf of the Mortgagor all financing statements and refilings and continuations thereof as the Mortgagee deems necessary or advisable to create, preserve or protect such lien. The Mortgagor and Mortgagee expressly agree that the filing of a financing statement shall never be construed as in anywise derogating from or impairing the express declaration and intention of the parties hereto that all such personality located on or utilized in connection with the real property encumbered by this Mortgage shall at all times and for all purposes, in all proceedings both legal and equitable, be deemed a part of the real property encumbered by this Mortgage.

19. CARE OF PROPERTY.

(a) The Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Except for: (**i**) repairs or replacements for ordinary wear and tear or in the ordinary course of management of the Mortgaged Property; (**ii**) tenant or similar improvements and upgrades; and (**iii**) repairs, replacements, or other restorations in the event of a casualty or condemnation, the Mortgagor shall not remove, demolish, alter or change the use of any building, structure or other improvement presently or hereafter on the Land constituting any part of the

Mortgaged Property without the prior written consent of the Mortgagee. The Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof. The Mortgagor shall comply with all applicable local, state, and federal regulations in regards to the Property.

(b) Except as otherwise provided in this Mortgage, no fixture, personal property or other part of the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of the Mortgagee. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable or obsolete, only if they are replaced immediately with similar items of at least equal value which shall, without further action, become subject to the lien of this Mortgage.

20. MORTGAGE SECURES INDEBTEDNESS. It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor to the Mortgagee with respect to the Note, as the same is evidenced by the Note, and all renewals, extensions and modifications thereof. This Mortgage shall not be deemed released, discharged or satisfied until the entire indebtedness evidenced by the Note is paid in full.

21. MORTGAGEE'S REMEDIES CUMULATIVE. The Mortgagor agrees that all rights of the Mortgagee hereunder shall be separate, distinct, and cumulative, and that none shall be in exclusion of the other, and that no act of the Mortgagee shall be construed as an election to proceed under any provision of covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

22. FUTURE ADVANCES. Pursuant to the laws of the State of Florida, this Mortgage shall secure not only the existing indebtedness evidenced by the Note, but also such future advances as may be made by the Mortgagee to the Mortgagor in accordance with the Note, this Mortgage, or any other Loan Document executed in connection herewith, whether or not such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, and as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed two times the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property with interest on such disbursements at the Default Rate.

23. SOVEREIGN IMMUNITY. Nothing herein shall be deemed a waiver, express or implied, of the Mortgagee's sovereign immunity under Section 768.28, Florida Statutes, or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other state statute. The obligations of the Mortgagor under this Section shall survive any defeasance of the Mortgage.

24. INDEMNIFICATION. The Mortgagor hereby protects, indemnifies and saves harmless the Mortgagee, its officers, directors, agents and employees, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against the Mortgagee or any of such persons by reason of (a) ownership of any interest

in the Mortgaged Property or any part thereof, (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (c) any use, disuse or condition of the Mortgaged Property or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, or any streets or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms hereof, or any inaccuracy in any representation or warranty made by the Mortgagor herein, (e) any necessity to defend any of the right, title or interest conveyed by this Mortgage, (f) the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, (g) any subsidence or erosion of any part of the surface of the Mortgaged Property, including any shoreline or any bank of any river, stream, creek, lake, ocean or other water source, or (h) the location or existence of asbestos or any toxic or hazardous waste, chemicals, materials or substance on, at, in or under the Mortgaged Property or any part thereof. If any action, suit or proceeding is brought against the Mortgagee, or any of its officers, directors, agents or employees, for any such reason, the Mortgagor, upon the request of such party, will, at the Mortgagor's expense, cause such action, suit or proceeding to be resisted and defended by counsel reasonably satisfactory to the Mortgagee or such person. Any amounts payable to an indemnified party under this Section which are not paid within ten (10) days after written demand therefor shall bear interest at the at the Default Rate from the date of such demand, and such amounts, together with such interest, shall be indebtedness secured by this Mortgage. The obligations of the Mortgagor under this Section shall survive any defeasance of the Mortgage.

25. HAZARDOUS MATERIALS. Except for ordinary household cleaning materials and substances, the Mortgagor agrees that it will not use, generate, store or dispose of Hazardous Materials on the Mortgaged Property. For purposes hereof, "hazardous materials" include (but are not limited to) materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act and similar state laws. Hazardous materials include (but are not limited to) solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health and wellbeing. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers, and other discarded man-made materials with hazardous characteristics. The Mortgagee shall have all remedies at law and equity for failure of the Mortgagor to carry out the foregoing obligation, including but not limited to specific performance, damages, reasonable attorneys' fees and court costs. This provision shall survive payment of the Note and termination of this Mortgage.

26. REPRESENTATIONS AND WARRANTIES. In order to induce the Mortgagee to make the Loan evidenced by the Note, the Mortgagor represents and warrants that: (a) there are no actions, suits or proceedings pending or threatened against or affecting the Mortgagor or any portion of the Mortgaged Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and the Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) to the best of Mortgagor's knowledge and belief, the execution and delivery of the Note and this Mortgage do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to the Mortgagor or any other person executing the Note or this Mortgage nor (ii) result

in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which the Mortgagor or such other person is a party or by which either or both of them or their respective properties may be bound or affected; (c) to the best of Mortgagor's knowledge and belief, the Note and this Mortgage constitute valid and binding obligations of the Mortgagor and any other person executing the same, enforceable against the Mortgagor and such other person(s) in accordance with their respective terms; (d) there is no fact that the Mortgagor has not disclosed to the Mortgagee in writing that could materially adversely affect the property, business, or financial conditions of the Mortgage Property or any other collateral for the Loan; (e) the Mortgagor has duly obtained all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution and delivery of this Mortgage, the making of the Loan, the performance of its obligations hereunder, or the enforcement hereof; and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

27. SEVERABILITY OF INVALID PROVISIONS. In the event any provision of the Note or this Mortgage should be held unconstitutional, illegal or unenforceable for any reason, such provision shall not affect, alter, or otherwise impair any other provision of the Note and or this Mortgage.

28. NO WAIVER. It is expressly agreed and understood that a waiver by the Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by the Mortgagee in the enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy.

29. GOVERNING LAW AND VENUE. This Mortgage shall be construed and enforced according to the Laws of the State of Florida, excluding all principles of choice of laws, conflict of laws or comity. Any action pursuant to a dispute under this Mortgage must be brought in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with the Mortgage must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the Southern District of Florida or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that venue in Broward County is inconvenient.

30. HEADINGS. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience and ease of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms or provisions hereof.

31. GENDER AND NUMBER. In this Mortgage and the Note it secures, the singular shall include the plural and the masculine shall include the feminine and neuter.

32. PARTIES BOUND; NO ORAL MODIFICATIONS. Each and every of the terms, covenants and conditions contained herein shall be binding upon the parties hereto and their successors, heirs, assigns and devisee. This Mortgage is not subject to modification other than by a written document or instrument executed by the party or parties to be charged with such modification.

33. <u>WAIVER OF TRIAL BY JURY</u>. BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS MORTGAGE AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING THE LOAN SECURED BY THIS MORTGAGE.

34. <u>AGREEMENT TO SUBORDINATE</u>. Mortgagee agree that this Mortgage and the Note that it secures are and shall be subordinated in right of payment to the prior payment in full of the indebtedness evidenced by that certain first mortgage encumbering the Mortgaged Property, in favor of _____ ("Senior Lender"), recorded simultaneously herewith in the Public Records of Broward County, Florida ("Senior Mortgage"). This Mortgage and the Note it secures are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Mortgage and any other loan documents in favor of the Senior Lender ("Senior Loan Documents") and to all advances heretofore made or which may hereafter be made pursuant to the Senior Mortgage and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Mortgage, curing defaults by the Mortgagor under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Mortgage, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

37. **<u>NOTICES</u>.** In order for a notice to a party to be effective under the Loan Documents, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

<u>NOTICE TO MORTGAGEE:</u>

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004
Attn:

<u>With a copy to:</u>

NOTICE TO MORTGAGOR:

City Place Apartments, Ltd.
3050 Biscayne Boulevard, Suite 300
Miami, FL 33137
Attn: Francisco Rojo

With copies to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attn: Brian J. McDonough

and

[Investor Address]

SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

MORTGAGOR**:**

CITY PLACE APARTMENTS, LTD., a Florida limited partnership

By: City Place Apartments GP, LLC, general partner

By: _____
Francisco Rojo, Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 202__, by Francisco Rojo, as Vice President of City Place Apartments GP, LLC, general partner of City Place Apartments, Ltd., ☐ who is personally known to me or ☐ who produced a _____ as identification.

My Commission Expires:

_____
Signature of Notary Public, State of Florida

_____
Printed Name of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 13, 14, 15 and 16, Block 21, TOWN OF DANIA (FORMERLY MODELO), according to the map or plat thereof as recorded in Plat Book B, Page 49, Public Records of Miami-Dade County, Florida. Said lands situate in Broward County, Florida.

and

Parcel I Lot 12, Block 21, TOWN OF DANIA (FORMERLY MODELO), according to the map or plat thereof as recorded in Plat Book B, Page 49, Public Records of Miami-Dade County, Florida. Said lands situate in Broward County, Florida.

and

Lot Eleven (11), Block Twenty-One (21), TOWN OF MODELO (NOW DANIA), according to the plat thereof as recorded in Plat Book B, Page 49, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward, County, Florida.

Parcel Identification Number: 5042-34-01-3130

a/k/a 134 Southwest 1st Street, Dania Beach, FL 33004

and

Lot 10, Block 21, TOWN OF MODELO, according to the map or plat thereof as recorded in Plat Book B, Page 49 of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

REPAYMENT GUARANTY

This **REPAYMENT GUARANTY** (this "Guaranty") is entered into as of _____ ___, 202__, by **LANDMARK DEVELOPMENT CORP.**, a Florida corporation (the "Guarantor"), for the benefit of the **CITY OF DANIA BEACH**, a municipal corporation of the State of Florida (the "Lender").

RECITALS:

A. City Place Apartments, Ltd., a Florida limited partnership (the "Borrower"), has applied to Lender for a loan (the "Loan") for certain development costs associated with the acquisition, construction, development, equipping and/or operation of a 110-unit multifamily residential project located in the City of Dania Beach, Broward County, Florida, known or to be known as City Place Apartments (the "Mortgaged Property").

B. Simultaneously with the execution of this Guaranty and as a part of the same transaction, the Borrower has executed and delivered to the Lender that certain Promissory Note in the maximum principal amount of $1,000,000 (the "Note"), together with the other Loan Documents (each as hereinafter defined), that are intended to evidence and secure the Loan.

C. The Loan is secured by, among other things, that certain Mortgage and Security Agreement for City Place Apartments (as amended, restated and/or supplemented from time to time, the "Security Instrument"), dated as of the date hereof, encumbering the Mortgaged Property, and will be made to Borrower pursuant to the Loan Documents.

D. The Loan will be advanced to Borrower pursuant to the terms of the Note (the Note, the Security Instrument and all other documents executed in connection with the Loan, including this Guaranty, are collectively referred to as the "Loan Documents").

E. As a condition to the making of the Loan, Lender requires that Guarantor execute this Guaranty.

F. Guarantor will directly or indirectly derive a material financial benefit from the making of the Loan.

NOW, THEREFORE, in order to induce Lender to make the Loan to Borrower, and in consideration thereof, Guarantor agrees as follows:

1. **Defined Terms**. Capitalized terms used but not defined in this Guaranty shall have the meanings assigned to them in the Security Agreement.

2. **Scope of Guaranty**. Guarantor represents to Lender that Guarantor will derive a material financial benefit from the making of the Loan. Guarantor hereby does jointly, severally and unconditionally guaranty to Lender the due performance and prompt payment, whether at maturity or by acceleration or otherwise, of Borrower's obligations to repay the principal amount of the Loan, all interest accrued thereon, all default interest, late charges, penalties, late fees,

prepayment fees and charges, fees and other amounts or sums evidenced and/or secured by the Note and the other Loan Documents (collectively, the "Guaranteed Obligations").

If Borrower shall fail to duly and punctually perform and observe any of the Guaranteed Obligations, then Guarantor forthwith upon demand by Lender or its designee will themselves, at their own expense, do, promptly perform and observe such Guaranteed Obligations. In the case of any payment to be made by Guarantor, such payment shall be made within thirty (30) days following demand therefor, and any amounts not paid within such time shall accrue interest at the Default Rate (as defined in the Note) from the earlier of the date of demand therefor or such other date as may be provided under the Loan Documents.

3. **Guaranty of Payment**. Guarantor's obligations under this Guaranty constitute an unconditional and continuing guaranty of payment and not merely a guaranty of collection. Guarantor hereby irrevocably and unconditionally covenants and agrees that Guarantor is liable for the Guaranteed Obligations as a primary obligor. The Guaranteed Obligations and this Guaranty are separate, distinct and in addition to any liability and/or obligations that Borrower or Guarantor may have under any other guaranty or indemnity executed by Borrower or Guarantor in connection with the Loan, and no other agreement, guaranty or indemnity executed in connection with the Loan shall act to reduce or set off any of Guarantor's liability hereunder.

4. **Unconditional Guaranty**. The obligations of Guarantor under this Guaranty shall be performed without demand by Lender and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability, in whole or in part, of the Guaranteed Obligations, the Note or any other Loan Document, and without regard to any other circumstance which might otherwise constitute a legal or equitable discharge of a surety, a guarantor or a borrower. Guarantor hereby waives the benefit of all principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and agrees that Guarantor's obligations shall not be affected by any circumstances, whether or not referred to in this Guaranty, which might otherwise constitute a legal or equitable discharge of a surety, a guarantor or a borrower. Guarantor hereby waives the benefits of any right of discharge under any and all statutes or other laws relating to a guarantor, a surety or a borrower, and any other rights of a guarantor, a surety or a borrower, thereunder. Without limiting the generality of the foregoing, Guarantor hereby waives, to the fullest extent permitted by law, diligence in collecting the indebtedness, presentment, demand for payment, protest, all notices with respect to the Note and this Guaranty which may be required by statute, rule of law or otherwise to preserve Lender's rights against Guarantor under this Guaranty, including, but not limited to, notice of acceptance, notice of any amendment of the Loan Documents, notice of the occurrence of any default or Event of Default, notice of intent to accelerate, notice of acceleration, notice of dishonor, notice of protest, and notice of the incurring by Borrower of any obligation or indebtedness. Guarantor also waives, to the fullest extent permitted by law, all rights to require Lender to (a) proceed against Borrower or any other guarantor of Borrower's payment or performance with respect to the indebtedness (an "Other Guarantor"), (b) if Borrower or any Other Guarantor is a partnership, proceed against any general partner of Borrower or the Other Guarantor, (c) proceed against or exhaust any collateral held by Lender to secure the repayment of the indebtedness, (d) pursue any other remedy it may now or hereafter have against Borrower, or, if Borrower is a partnership, any general partner of Borrower or (e) to file any financing statement or to otherwise enforce, perfect, protect, secure or insure any lien or security interest

given as security in connection with the Loan Documents. Guarantor further waives, to the fullest extent permitted by applicable law, (a) any right to revoke this Guaranty as to any future advances under the Loan Documents, (b) any defenses that could arise with respect to an amendment or modification of the Guaranteed Obligations by operation of law, action of any court or the amendment of any of the Loan Documents, (c) any defense that Lender have waived any Guaranteed Obligation by failing to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy and (d) any other event or circumstance that may constitute a defense of Borrower or Guarantor to payment of the Guaranteed Obligations.

5. **Modification of Loan Documents**. At any time or from time to time and any number of times, without notice to Guarantor and without affecting the liability of Guarantor, (a) the time for payment of the principal of or interest on the indebtedness may be extended or the indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Note or any other Loan Document, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the indebtedness may be accelerated as provided in the Note or any other Loan Document; (d) the Note or any other Loan Document may be modified or amended by Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged for the indebtedness.

6. RESERVED.

7. **Subordination of Borrower's Indebtedness to Guarantor**. Any indebtedness of Borrower held by Guarantor now or in the future is and shall be subordinated to the indebtedness of Borrower to Lender under the Loan Documents. After the occurrence and during the continuance of an Event of Default or the occurrence and during the continuance of an Event of Default, Guarantor shall not receive or collect, directly or indirectly, from Borrower or any other party any amount of such indebtedness until the Guaranteed Obligations are paid in full. To the extent that Guarantor receives payment of any of the indebtedness of Borrower in violation of the preceding sentence, the same shall be collected, enforced and received by Guarantor, as trustee for Lender, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

8. **Waiver of Subrogation**. Guarantor agrees to withhold the exercise of any and all subrogation and reimbursement rights against Borrower, against any other person, and against any collateral or security for the indebtedness and Guarantor shall have no right of, and hereby waives any claim for, subrogation or reimbursement against Borrower or any managing member or general partner of Borrower by reason of any payment by Guarantor under this Guaranty, whether such right or claim arises at law or in equity or under any contract or statute, until (a) the indebtedness has been indefeasibly paid and satisfied in full, (b) all obligations owed to Lender have been fully performed, (c) there has expired the maximum possible period thereafter during which any payment made by Borrower to Lender with respect to the indebtedness, could be deemed a preference under the United States Bankruptcy Code and (d) Lender has released, transferred or disposed of all its right, title and interest in such collateral or security.

9. **Preference**. If any payment by Borrower is held to constitute a preference under any applicable bankruptcy, insolvency, or similar laws, or if for any other reason any of Lender is required to refund any sums to Borrower, such refund shall not constitute a release of any liability of Guarantor under this Guaranty. It is the intention of Lender and Guarantor that Guarantor's obligations under this Guaranty shall not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

10. **Reinstatement**. If at any time any payment of any amounts due under the Loan Documents by Borrower, Guarantor or any other Person is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Borrower or Guarantor or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment has been due but not made at such time.

11. **Guarantor's Financial Condition**.

(a) Guarantor hereby represents and warrants to Lender that as of the date hereof and throughout the term of the Loan, and after giving effect to this Guaranty and the contingent obligation evidenced hereby, Guarantor is and will be solvent and has and will have (i) assets which, fairly valued, exceed its obligations, liabilities and debts, and (ii) property and assets sufficient to satisfy and repay its obligations and liabilities. Guarantor hereby covenants and agrees that during the term of the Loan, except for the payment of employee salaries and benefits and dividends in the ordinary course of business, it shall not sell, pledge, mortgage or otherwise transfer any of its assets, or any interest therein, on terms materially less favorable than would be obtained in an arms-length transaction for fair consideration.

(b) Guarantor hereby represents and warrants to Lender that all financial statements and other financial data previously delivered to Lender in connection with the application for the Loan and/or this Guaranty relating to the Guarantor are true, correct and complete in all material respects. Such financial statements fairly present the financial positions of all Persons who are the subjects thereof as of the respective dates thereof. Guarantor further covenants that it shall maintain its net worth and liquidity in an amount which is never less than the outstanding balance of the Loan, as it appears from time to time. Except as otherwise previously disclosed to Lender in writing, Guarantor has no knowledge of any material contractual obligations of Guarantor which might have a material adverse effect upon the ability of Guarantor to perform Guarantor's obligations under this Guaranty.

(c) Guarantor shall furnish or cause to be furnished to Lender as soon as available and in any event within one hundred eighty (180) days after the end of each fiscal year of Guarantor, copies of the following financial statements of Guarantor for such fiscal year, prepared by an independent certified public accountant, in accordance with generally accepted accounting principles: (A) a balance sheet as of the end of such fiscal year (including supporting schedules), and (B) a statement of income and capital accounts for such fiscal year.

(d) Guarantor shall from time to time, upon request by Lender, but not more than once every six (6) months, deliver to Lender such other unaudited financial statements as Lender may reasonably require.

12. **Term of Guaranty**. Subject to the provisions of Section 9 (Preference) and Section 10 (Reinstatement), upon the satisfaction of the indebtedness and all of Borrower's other obligations under the Loan Documents, this Guaranty shall automatically terminate, except with respect to any outstanding payment obligations hereunder which have not been waived by Lender.

13. **Determinations by Lender**. Except to the extent expressly set forth in this Guaranty to the contrary, in any instance where the consent or approval of Lender may be given or is required, or where any determination, judgment or decision is to be rendered by Lender under this Guaranty, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

14. **Governing Law**. This Guaranty shall be governed by and enforced in accordance with the laws of the Property Jurisdiction, without giving effect to the choice of law principles of the Property Jurisdiction that would require the application of the laws of a jurisdiction other than the Property Jurisdiction.

15. **Consent to Jurisdiction and Venue**. Guarantor agrees that any controversy arising under or in relation to this Guaranty shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Guaranty. Guarantor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Lender's right to bring any suit, action or proceeding relating to matters arising under this Guaranty against Guarantor in the state of Guarantor's organization, or to enforce a judgment against Guarantor or any of Guarantor's assets in any court of any other jurisdiction where any of Guarantor's assets are located.

16. **Successors and Assigns**. This Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, and shall inure to the benefit of the Lender and its successors, successors-in-interest and assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities. Guarantor acknowledges and agrees that Lender, at its option, may assign its respective rights and interests under this Guaranty and the other Loan Documents in whole or in part and upon such assignment all the terms and provisions of this Guaranty or the other Loan Documents shall inure to the benefit of such assignee to the extent so assigned. Guarantor may not assign or delegate its rights, interests or obligations under this Guaranty without first obtaining Lender's prior written consent.

17. **Severability**. The invalidity, illegality or unenforceability of any provision of this Guaranty shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

18. **Expenses**. Guarantor shall pay to the Lender, upon demand, the amount of any and all expenses, including, without limitation, reasonable attorneys' fees (including reasonable time charges of attorneys who may be employees of Lender), which the Lender may incur in connection with (a) the exercise or enforcement of any of their rights hereunder, (b) the failure by Guarantor to perform or observe any of the provisions hereof, or (c) the breach by Guarantor of any representation or warranty of Guarantor set forth herein. Guarantor shall also pay to the Lender, interest on such expenses computed at the Default Rate set forth in the Note from the date on which such expenses are incurred to the date of payment thereof.

19. **Remedies Cumulative**. In the event of Guarantor's default under this Guaranty, the Lender may exercise all or any one or more of their rights and remedies available under this Guaranty, at law or in equity. Such rights and remedies shall be cumulative and concurrent, and may be enforced separately, successively or together, and the exercise of any particular right or remedy shall not in any way prevent the Lender from exercising any other right or remedy available to the Lender. The Lender may exercise any such remedies from time to time as often as may be deemed necessary by the Lender.

20. **No Agency or Partnership**. Nothing contained in this Guaranty shall constitute Lender as a joint venturer, partner or agent of Guarantor, or render Lender liable for any debts, obligations, acts, omissions, representations or contracts of Guarantor.

21. **Entire Agreement; Amendment and Waiver**. This Guaranty contains the complete and entire understanding of the parties with respect to the matters covered herein. Guarantor acknowledges that Guarantor has received copies of the Note, the Environmental Agreement and all other Loan Documents. This Guaranty may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Guaranty shall be considered as a general waiver.

22. **Further Assurances**. Guarantor shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that Lender may reasonably request, in order to protect any right or interest granted by this Guaranty or to enable Lender to exercise and enforce its rights and remedies under this Guaranty.

23. **Notices; Change of Guarantor's Address**. All notices given under this Guaranty shall be in writing and shall be sent to the respective addresses of the parties, in the manner set forth in the Security Instrument. Notices to Guarantor may be sent to the address of Borrower set forth in the Security Instrument. Guarantor agrees to notify Lender (in the manner for giving notices provided in the Security Agreement) of any change in Guarantor's address within ten (10) Business Days after such change of address occurs.

24. **Counterparts**. To the extent Guarantor consists of more than one party, this Guaranty may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

25. **Captions**. The captions of the sections of this Guaranty are for convenience only and shall be disregarded in construing this Guaranty.

26. **Servicer**. Guarantor hereby acknowledges and agrees that, pursuant to the terms of the Security Instrument: (a) from time to time, Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Note, this Guaranty or the other Loan Documents, and to otherwise service the Loan and (b) unless Borrower receives written notice from Lender to the contrary, any action or right which shall or may be taken or exercised by Lender may be taken or exercised by such servicer with the same force and effect.

27. **Lender as Third Party Beneficiary**. Lender shall be a third party beneficiary of this Guaranty for all purposes.

28. **Waiver of Trial by Jury**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF GUARANTOR AND THE LENDER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS GUARANTY OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

29. **Time of the Essence**. Time is of the essence with respect to this Guaranty.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Repayment Guaranty or caused this Repayment Guaranty to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

GUARANTOR:

LANDMARK DEVELOPMENT CORP.,
a Florida corporation

By: _____
Name: _____
Title: _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
APROVE THE RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR SOFTWARE AND SERVICES TO BE PROVIDED BY CLEARGOV AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00).

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memorandum, Resolution, Proposal

CITY OF DANIA BEACH
FINANCE DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Frank L. DiPaolo, Finance Director Frank DiPaolo cn=Frank DiPaolo, o=City of Dania Beach, ou=Finance, email=fdipaolo@daniabeachfl.gov, c=US

RE: **Approval of a resolution authorizing an agreement with ClearGov for software services and to exceed the City's annual vendor threshold of $25,000 for Fiscal Year 2021-22 and each year thereafter.**

Request

The Finance Department is requesting approval of a resolution authorizing an agreement with ClearGov for software services and to exceed the City's annual vendor threshold of $25,000 for Fiscal Year 2021-22 and each year thereafter.

Background

ClearGov has been the City's provider of budget book and capital projects software since 2020. The Finance Department is pleased with their services and planned to expand services and purchase the operational budgeting module in FY2021-22. Staff recently attended a demonstration of the personnel budgeting module and wishes to move forward with procurement of this module as well. The City will be subscribing to four of their five software modules, and as a part of their pricing package, they will provide the fifth "Transparency" module at no additional charge. This will allow the City to publish financial reports and other meaningful data to the public in a user-friendly manner.

The Fiscal Year 2021-22 budget includes funding for the operational budgeting module and there is also funding available for the personnel budgeting module. The total annual cost of the software services in FY2021-22 will exceed the $25,000 vendor threshold, requiring City Commission approval.

Attachments

Resolution
ClearGov Proposal

Budgetary Impact

The total cost of the software services from ClearGov is $34,500.00. Funding is appropriated and available in the Information Technology Fund Contractual Services Account # 507-17-04-516-34-10.

Recommendation

The Finance Department recommends approval of the resolution authorizing an agreement with ClearGov for software services and to exceed the City's annual vendor threshold of $25,000 for Fiscal Year 2021-22 and each year thereafter.

RESOLUTION NO. 2022-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SOFTWARE AND SERVICES TO BE PROVIDED BY CLEARGOV AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, ClearGov has been the City's provider of budget book and capital projects software since 2020 and the Finance Department planned, through the fiscal year 2021-22 budget, to expand services and purchase the Operational Budgeting module; and

WHEREAS, the Finance Department also recommends to purchase the Personnel Budgeting module and through their pricing model, ClearGov will provide their Transparency module at no additional charge; and

WHEREAS, the fiscal year 2021-22 budget includes funding for the purchase of this software from ClearGov; and

WHEREAS, the total amount of purchases from ClearGov for fiscal year 2021-22 will exceed the Twenty Five Thousand Dollars ($25,000.00) annual purchase threshold for a single vendor and, therefore, require City Commission approval;

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

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

Section 2. That all purchases made from ClearGov shall be subject to approved annual budget appropriations and in accordance with the City's procurement policies and are authorized to exceed the annual amount of Twenty-Five Thousand Dollars ($25,000.00) purchase threshold for a single vendor for fiscal year 2021-22 and each year thereafter.

Section 3. That the total cost of the software services from ClearGov is $34,500.00 and funding is appropriated and available in the Information Technology Fund Contractual Services Account # 507-17-04-516-34-10.

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

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

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Lewie Alfano
Contact Phone	(978) 870-7720
Contact Email	lalfano@cleargov.com

Order Date	Mar 4, 2022
Order valid if signed by	**Mar 31, 2022**

Customer Information

Customer	City of Dania Beach	**Contact**	Ana Garcia	**Billing Contact**	
Address	100 W Dania Beach Blvd	**Title**	City Manager	**Title**	
City, St, Zip	Dania Beach, FL 33004	**Email**	agarcia@daniabeachfl.gov	**Email**	
Phone	954-924-6800			**PO # (If any)**	

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Apr 1, 2022	$ 9,173.50	6 Month OB,PB,TR Pro-Rata Subscription Fee
Jun 1, 2022	$ 4,384.50	4 Month Renewal Pro-Rata Subscription Fee
Oct 1, 2022	$ 34,500.00	Annual Subscription Fee
Oct 1, 2023	$ 34,500.00	Annual Subscription Fee
Oct 1, 2024	$ 34,500.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Apr 1, 2022	Apr 1, 2022	ClearGov Setup Services
Pro-Rata	Apr 1, 2022	Sep 30, 2022	ClearGov Subscription Services
Pro-Rata	Jun 1, 2022	Sep 30, 2022	Renewal ClearGov Subscription Services
Initial	Oct 1, 2022	Sep 30, 2025	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.	Tier 3	$ 12,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions.	Tier 3	$ (4,800.00)
Onboarding Discount: WAIVED customer value add	100%	$ (7,200.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ -**
Subscription Services	**Tier**	**Service Fees**
ClearGov Operational Budgeting - Civic Edition	Tier 3	$ 16,800.00
ClearGov Personnel Budgeting - Civic Edition	Tier 3	$ 16,800.00
ClearGov Capital Budgeting - Civic Edition	Tier 3	$ 10,000.00
ClearGov Digital Budget Book - Civic Edition	Tier 3	$ 10,000.00
ClearGov Transparency - Civic Edition	Tier 3	$ 9,200.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions.	Tier 3	$ (28,300.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 34,500.00**

Billing Terms and Conditions		
Valid Until	**Mar 31, 2022**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer	
Signature	
Name	Ana Garcia
Title	City Manager

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.

- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.

- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.

- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.

- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.

- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.

- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.

- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
APPROVE THE RESOLUTION AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE NOTE, SERIES 2022 OF THE CITY OF DANIA BEACH, FLORIDA IN AN AMOUNT NOT TO EXCEED $18,100,000 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF THE PARKS AND RECREATION MASTER PLAN CAPITAL PROJECT AND VARIOUS PUBLIC SAFETY CAPITAL IMPROVEMENT PROJECTS AND PROVIDING FOR THE PAYMENT OF THE COST OF ISSUANCE OF THE NOTE; APPROVING TRUIST BANK AS THE MOST RESPONSIVE RESPONDER TO THE CITY'S REQUEST FOR PROPOSALS FOR FINANCING THE PROJECT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH TRUIST BANK; AWARDING THE SALE OF THE NOTE TO TRUIST BANK; PROVIDING FOR SECURITY FOR THE NOTE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memorandum, Resolution, Exhibit A, Exhibit B, Final Financing Summary

CITY OF DANIA BEACH
FINANCE DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

Digitally signed by Frank DiPaolo
DN: cn=Frank DiPaolo, o=City of Dania Beach, ou=Finance, email=fdipaolo@daniabeachfl.gov, c=US
Date: 2022.03.16 13:16:10 -04'00'

SUBJECT: Resolution authorizing the issuance of a capital improvement non-ad valorem revenue note Series 2022, in an amount not to exceed $18,060,000, for the purpose of financing Phase I of the Parks Masterplan for construction at CW Thomas Park and Public Safety facility capital improvements

---

REQUEST

The Finance Department requests approval of a resolution authorizing the issuance of a capital improvement non-ad valorem revenue note Series 2022, in an amount not to exceed $18,060,000, for the purpose of financing Phase I of the Parks Masterplan for construction at CW Thomas Park and Public Safety facility capital improvements.

BACKGROUND

The City Commission adopted a Parks and Recreation Masterplan in 2019. The masterplan calls for reconstruction of the City's three major parks at an estimated cost $45,000,000.

On Tuesday May 18, 2021, the City Commission agreed to pursue bank loan financing for Phase I of the masterplan implementation – capital improvements at CW Thomas Park. The City retained the services of Dunlap & Associates, Inc. and Weiss Serota Helfman as financial advisor and bond counsel, respectively.

On January 26, 2022, the City issued RFP # 22-004 seeking qualified firms for the issuance of a revenue note not to exceed $18,100,000. The City received three responses and two were qualified. On February 28, 2022, the selection committee met and unanimously selected the proposal from Truist Bank as the most responsive responder for the issuance of the note at 2.52% for 20 years.

Subsequently to the issuance of the bank loan RFP, the City received notification that it has received a Congressional Appropriation of $3 million toward the construction at CW Thomas Park, which would supplant the loan proceeds. The City currently has a BSO-Police Substation adjacent to CW Thomas Park. This facility is in dire need of reconstruction to meet the needs of today's law enforcement and capabilities, and to ensure the utmost safety of park patrons and those in the surrounding community. Therefore, it has been recommended that the remaining $3 million of loan proceeds be redirected for the

construction of a new substation, in conjunction with the reconstruction of CW Thomas Park. In addition, the City may desire to utilize a portion of the loan proceeds for capital improvements at Fire Station 1 as the facility does not currently meet the needs of both the administrative and operational staff. Accordingly, the resolution has been modified to provide that loan proceeds may also be used for Public Safety capital improvements.

ATTACHMENTS

Resolution
Exhibit A: Truist Bank Term Sheet/Proposal
Exhibit B: Loan Agreement
Final Financing Summary

BUDGETARY IMPACT

Fees for the various professional services associated with the financing transaction will be paid directly from the debt proceeds and settled at closing.

Funding for repayment of the note is secured by a covenant to budget and appropriate. The estimated annual debt service for FY2022-23 of $856,872.20 will be paid from the Debt Service Fund Parks Masterplan Financing Principal and Interest account numbers 201-72-03-517-71-10/72-10. The maximum annual debt service for the 20-year term of the note is $1,138,212.00.

RECOMMENDATION

Approve the resolution authorizing the issuance of a capital improvement non-ad valorem revenue note Series 2022, in an amount not to exceed $18,060,000, for the purpose of financing Phase I of the Parks Masterplan for construction at CW Thomas Park and Public Safety facility capital improvements.

Dunlap & Associates
Financial Consultants

FINAL

CLOSING TRANSACTION MEMORANDUM
City of Dania Beach Florida (the "City")
Capital Improvement Non-Ad Valorem Revenue Note, Series 2022 ('Series 2022)

TO:	**Working Group**
FROM:	**Dunlap & Associates, Inc.**
DATED/DELIVERY DATE:	**March 24, 2022**

I. SCHEDULE

Pre-Closing

Date: March 22, 2022
Time: _____ P.M.
Place: City of Dania Beach, Florida
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Contact: Frank DiPaolo
Phone: (954) 924-6800 x3609

Closing

On March 24, 2022, at 11:00 A.M. E.T, closing will be conducted by phone if needed. Note Counsel, City staff, Truist Government Finance (the "Lender") and the Financial Advisor will supervise the transfer of funds.

II. AMOUNT DUE FROM LENDER AT CLOSING

Series 2022 Par Amount	$18,060,000.00
Total Due from Lender	**$18,060,000.00**

For security purposes, the City will send wiring instructions directly to the Lender, which will include physical address of City and the City's Depositary Bank. The Lender will notify the Working Group once the funds have been sent (prior to 11:00 A.M.) for the Series 2022.

III. COST OF ISSUANCE

The following Cost of Issuance will be dispersed by the City:

Note Counsel Fee	$25,000.00
Note Counsel Expenses Estimate	2,000.00
Financial Advisory Fee	20,700.00
Bank Counsel	7,500.00
Misc.	4,800.00
	$60,000.00

Please forward invoice to City at your earliest convenience.

IV. AUTHORIZATION

The City authorizes and directs the Bank to fund the purchase of the Note in the foregoing manner. For specific wiring instructions, please see form supplied directly to the Lender, Note Counsel and Bank Counsel. Wiring instructions not included in this letter for security purposes.

Digitally signed by Frank DiPaolo
DN: cn=Frank DiPaolo, o=City of Dania Beach, ou=Finance, email=fdipaolo@daniabeachfl.gov, c=US
Date: 2022.03.16 13:16:35 -04'00'

3/15/2022

Frank DiPaolo
Finance Director

Date

RESOLUTION NO. 2022-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF CAPITAL IMPROVEMENT NON-AD VALOREM REVENUE NOTE, SERIES 2022 OF THE CITY OF DANIA BEACH, FLORIDA IN AN AMOUNT NOT TO EXCEED $18,100,000 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF THE PARKS AND RECREATION MASTER PLAN CAPITAL PROJECT AND VARIOUS PUBLIC SAFETY CAPITAL IMPROVEMENT PROJECTS AND PROVIDING FOR THE PAYMENT OF THE COST OF ISSUANCE OF THE NOTE; APPROVING TRUIST BANK AS THE MOST RESPONSIVE RESPONDER TO THE CITY'S REQUEST FOR PROPOSALS FOR FINANCING THE PROJECT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH TRUIST BANK; AWARDING THE SALE OF THE NOTE TO TRUIST BANK; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE NOTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida ("City"), a municipal corporation, is duly created and existing pursuant to the Florida Constitution and by virtue of the laws of the State of Florida ("State"); and

WHEREAS, the City Commission of the City (the "Commission"), on February 22, 2022, enacted Ordinance No. 2022-10 (the "Expenditure Ordinance") authorizing the expenditure of funds for the purpose of funding the City's Parks Master Plan Phase I – CW Thomas Park (the "Park Project"); and

WHEREAS, the Commission has also determined that certain existing public safety buildings for Police and Fire Rescue need to be reconfigured in accordance with modern-day standards and needs, which may require demolition, consolidation, and reconstruction of such buildings (the "Public Safety Project", and collectively, with the Park Project, the "Project"); and

WHEREAS, prior to the expenditure of funds for the Public Safety Project, the Commission shall adopt an ordinance authorizing the expenditure of funds in excess of $1,000,000 with respect to funding the Public Safety Project as required by Charter; and

WHEREAS, the Commission desires to authorize the issuance of not exceeding $18,100,000 Capital Improvement Non-Ad Valorem Revenue Note (the "Note") for the purpose

of financing all or a portion of the costs of the Project and paying the costs of issuance of the Note: and

WHEREAS, on January 25, 2022, the City issued its Request for Proposals City Bid No. 22-004 ("RFP") for a bank loan in an amount not to exceed $18,100,000 for the purpose of financing the Project; and

WHEREAS, the Commission desires that the Note be secured by a covenant to budget and appropriate from legally available non-ad valorem revenues of the City; and

WHEREAS, on February 14, 2022, pursuant to the RFP loan proposals were received from two banks as follows:

- Truist Bank
- Webster Bank, formerly Sterling National Bank; and

WHEREAS, the City's financial advisor, Dunlap & Associates, Inc., and City's Finance Director recommend Commission approval for award of the note and the financing proposal bid to the most responsive bidder – Truist Bank (the "Bank"); and

WHEREAS, the Commission hereby determines it to be in the best interests of the City to proceed with a negotiated sale of the Note in accordance with the provisions of §218.385, F.S. and therefore to accept the proposal of the Bank (the "Proposal"), which is attached as Exhibit "A" to this Resolution, to purchase the Note in accordance with the additional findings set forth herein; and

WHEREAS, the Commission desires to set forth the details of the Note and the other provisions of the financing in a Loan Agreement with the Bank (the "Loan Agreement"), which is attached in substantially final form, as Exhibit "B" to this Resolution;

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

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

Section 2. **Authority.** In accordance with the provisions of the Charter of the City, the Code of Ordinances of the City, and Chapter 166, Florida Statutes, there is hereby authorized to be issued a Note of the City, in an aggregate principal amount not to exceed $18,100,000, for the purpose of financing all or a portion of the costs of the Project and paying the cost of issuance of the Note. The Note shall be designated "City of Dania Beach, Florida Capital Improvement

Non-Ad Valorem Revenue Note, Series 2022". The details of the Note and the other provisions of the financing shall be set forth in the Loan Agreement attached hereto as Exhibit "B".

Section 3. **Approval of Loan Agreement.** The Commission hereby approves the Loan Agreement by and between the City and the Bank, in substantially the form presented at this meeting and attached hereto as Exhibit "B". The City Manager is hereby authorized to execute, the Mayor is hereby authorized to countersign and deliver the Loan Agreement on behalf of the City and the City Clerk is authorized to place the City's seal thereon and attest thereto, in substantially the form presented at this meeting, with such changes, modifications, deletions and insertions as the City Manager, with the advice of the City Attorney, may deem necessary and appropriate. Such execution and delivery shall be conclusive evidence of the approval thereof by the City.

Section 4. **Authority of Officers.** The appropriate City Officials, including but not limited to the City Manager, Mayor, City Clerk, Finance Director and City Attorney, are authorized and directed to execute to do all other things necessary to accomplish the issuance and sale of the Note. The City Clerk is hereby authorized to attest the City Manager's and Mayor's signature. All action taken to date by the officers of the City in furtherance of the issuance of the Note and the obtaining of the Proposal is hereby approved, confirmed and ratified.

Section 5. **Pledge of Security.** In order to secure the payment of the Note, the Commission hereby authorizes a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues of the City (as defined in the Loan Agreement), as set forth in the Loan Agreement attached hereto as Exhibit "B".

Section 6. **Negotiated Sale of the Note.** Based upon the uncertainty of the interest rate environment if sale of the Note is delayed, the City hereby determines the necessity for a negotiated sale of the Note. Prior to the final delivery of the Note to the Bank, the City will require that it be provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the Note to the Bank is hereby approved at a purchase price of par.

Section 7. **Repeal of Resolutions in Conflict.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. **Severability Clause.** If any phrase, clause, sentence, paragraph or section of this Resolution shall be declared invalid or unconstitutional by the judgment or decree of a court

of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Resolution.

Section 9. **Effective Date.** That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”

PROPOSAL OF TRUIST

EXHIBIT “B”

FORM OF LOAN AGREEMENT

TRUIST

Truist Financial Corporation

Governmental Finance

2320 Cascade Point Blvd. Suite 600
Charlotte, North Carolina 28208
Phone (704) 954-1700
Fax (704) 954-1799

February 14, 2022

Ms. Sasha Ramos
Procurement Administrator
City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Dear Ms. Ramos:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of Dania Beach ("Borrower").

PROJECT:	Capital Improvement Non-Ad Valorem Note, Series 2022
AMOUNT:	$18,100,000.00
MATURITY DATE:	October 15, 2042
INTEREST RATE:	2.52%
TAX STATUS:	Tax Exempt – Non-Bank Qualified
PAYMENTS:	Interest: Semi-Annual Principal: Annual
INTEREST RATE CALCULATION:	30/360
SECURITY:	Covenant to Budget and Appropriate legally available non-ad valorem revenues of the Borrower
PREPAYMENT TERMS:	Prepayable in whole at any time on or after October 15, 2027 without penalty
RATE EXPIRATION:	March 28, 2022
DOCUMENTATION/ LEGAL REVIEW FEE:	$7,500
FUNDING:	The financing shall be fully funded at closing and allow for a maximum of four funding disbursements in the form of wires or checks.

DOCUMENTATION: It shall be the responsibility of the Borrower to retain and compensate counsel to appropriately structure the financing documents according to Federal and State statutes. Documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable in accordance with the Internal Revenue Code. These provisions must be acceptable to Lender. In the event of default, any amount due, and not yet paid, shall bear interest at a default rate equal to the interest rate on the Capital Improvement Non-Ad Valorem Note, Series 2022 plus 2% per annum from and after five (5) days after the date due.

Lender shall also require the Borrower to provide an unqualified bond counsel opinion, a no litigation certificate, and evidence of IRS Form 8038 filing. Lender and its counsel reserve the right to review and approve all documentation before closing. Lender will not be required to present the bond for payment.

REPORTING REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing or in accordance with state requirements.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow more than $10,000,000 in the current calendar year and that the financing will qualify as tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 413-4991 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank



Andrew G. Smith
Senior Vice President

EXHIBIT "ONE"
CITY OF DANIA BEACH, FLORIDA
Sworn Statement Under §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or Contract No. 22-004

2. This sworn statement is submitted by: Truist
(Name of entity submitting sworn statement)

its business address is: 1201 Main St
Columbia, SC 29202

Federal Identification Number (FEIN) is: 56-1074313
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Andrew Smith
(print name of individual signing this document)

and my relationship to the entity is: Sr VP
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

   a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

   b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a primafacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

a) ✓ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

b) _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

1. _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

2. _____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3. _____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

_____ 2/14/2022

Signature (of person whose Printed Name first appears above) Date

STATE OF ~~FLORIDA~~ South Carolina)
COUNTY OF Lexington)

Sworn to and subscribed before me on February 14, 2022 by Andrew Smith, who (check one) [ ] is personally known to me or [✓] has produced SCDL as identification.

Notary Public

Jennifer Norton
PRINT Name of Notary Public

My commission expires: 12/16/2023

JENNIFER L NORTON
Notary Public - State of South Carolina
My Commission Expires December 16, 2023

EXHIBIT "TWO"

NON-COLLUSION AFFIDAVIT

CITY PROJECT NAME: **BANK LOAN $18,100,000(Not-to-Exceed) CAPITAL IMPROVEMENT NON-AD VALOREM NOTE, SERIES 2022**

CITY BID NO. 22-004

The undersigned Respondent has not divulged, discussed, or compared his/her/its response with any other Respondent, and has not colluded with any other Respondent or parties to this RFP whatsoever.

Truist
Name of Respondent

Signature

Andrew G. Smith
PRINT Name

SVP
Title

2/14, 2022
Date

STATE OF ~~FLORIDA~~ South Carolina)
COUNTY OF Lexington)

Sworn to and subscribed before me on February 14, 2022 by Andrew Smith who is personally known to me or who has produced SC Drivers license, as identification.

Notary Public

Jennifer Norton
PRINT Name of Notary Public

My commission expires: 12/16/2023

JENNIFER L NORTON
Notary Public - State of South Carolina
My Commission Expires December 16, 2023

EXHIBIT "THREE"
REQUEST FOR PROPOSAL
CITY OF DANIA BEACH
$18,100,000 (Not-to-Exceed)
CAPITAL IMPROVEMENT NON-AD VALOREM NOTE, SERIES 2022
NON-BANK QUALIFIED

1. Name & Address of Bank: Truist
1201 Main St
Columbia, SC
29201

2. Contact Person of Bank: Andrew Small
Title: Sr. V.P.
Phone #: 803-413-4921
E-Mail: Andrew.Small@Truist.com

3. Expenses to be paid by City (specify a not to exceed amount for each category):
Bank Counsel Fee: $7,500

Bank Counsel Expenses: _____

4. A. Interest Rate: Callable any time on or after October 1, 2027 at Par: 2.52 %

Formula: _____

Interest Rate(s) Held Until: _____

B. Interest Rate: Callable any time on or after October 1, 2037 at Par:: _____%

Formula: _____

Interest Rate(s) Held Until: _____

C. Interest Rate: Callable any time without penalty: _____%

Formula: _____

Interest Rate(s) Held Until: _____

The City is looking for a fixed interest rate to be held until the closing date on March 24 2022 without entering into any rate lock agreement.

List 3 recent similar financings including a reference for each:
City of Auburndale, FL – Chris Reeger, Finance Dir.
City of Niceville, FL – Dan Doucet – Finance Dir
City of Groveland, FL – Jo-Anne Drury, Finance Dir

Signature of Bank _____ Date: 2/14/2022

EXHIBIT "FOUR"
ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

N/A

LOAN AGREEMENT

This LOAN AGREEMENT (this "Agreement") is made and entered into as of March 24, 2022, and is by and between the City of Dania Beach, Florida, a Florida municipal corporation, and its successors and assigns (the "City"), and Truist Bank, a state banking corporation, and its successors and assigns as holder of the hereinafter defined Note (the "Bank");

WHEREAS, on February 22, 2022, the City Commission of the City (the "Commission") enacted Ordinance No. 2022-10 (the "Expenditure Ordinance") authorizing the expenditure of funds for the purpose of funding the City's Parks Master Plan Phase I – CW Thomas Park (the "Park Project"), and on March 22, 2022, the Commission adopted Resolution No. 2022-___ (the "Note Resolution"), approving a loan from the Bank and the issuance of a Note in the principal amount not to exceed $18,100,000 for the purpose of financing all or a portion of the costs of the Park Project and the demolition, consolidation, and reconstruction of certain existing public safety buildings for Police and Fire Rescue (the "Public Safety Project", and collectively, with the Park Project, the "Project") and paying costs of issuance of the Note: and

WHEREAS, the City hereby determines that it is desirable and in the best interest of the City to enter into this Agreement whereby the City will borrow funds (the "Loan") from the Bank to be used to finance a portion of the costs of the Project and pay the costs of issuance of the Note; and

WHEREAS, the obligation of the City to repay such Loan shall be evidenced by the delivery of its $18,100,000 Capital Improvement Non-Ad Valorem Revenue Note, Series 2022 (the "Note") to the Bank in the principal amount of the Loan; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Expenditure Ordinance, the Note Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Note Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.1 Definitions. The words and terms used in this Agreement shall have the meanings as set forth in the Note Resolution and in the recitals above, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"Act" means Part II of Chapter 166, Florida Statutes, as amended, the Charter of the City, and other applicable provisions of law.

"Ad Valorem Revenues" means all revenues generated from ad valorem taxation on real or personal property of the City less ad valorem revenues generated to pay debt service on voted debt.

"Agreement" means this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Audit" means the audited financial statements of the City.

"Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year.

"Business Day" means any day which is not a Saturday, Sunday or other day on which the Bank is lawfully closed.

"Clerk" means the Clerk or any Deputy Clerk of the City.

"Dated Date" means the date of issuance of the Note.

"Debt" means at any date (without duplication) all of the following to the extent that they are guaranteed or secured by or payable in whole or in part from any Non-Ad Valorem Revenues (a) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments; (b) all indebtedness of other persons to the extent guaranteed by, the Non-Ad Valorem Revenues of the City; and (c) any obligation of the City for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments where the security provided by the Non-Ad Valorem Revenues is not the primary security for the obligation or is a backup pledge for the obligation; provided, however, if with respect to any obligation contemplated in (b) or (c) above, such obligation shall not be considered "Debt" for purposes of this Agreement unless the City has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the City has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Default Rate" means the rate to be imposed upon the Note, from and after (5) days from the occurrence of an Event of Default which equals two percentage points (2.0%) in excess of the Interest Rate or Taxable Rate borne by the Note immediately prior to the occurrence of the Event of Default.

"Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that due to the action or inactions of the City and not due to a change in tax law, any interest payable on this Note is includable in the gross income of the Holder. No such decree or action shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof from the Internal Revenue Service or the United States Treasure

Department, as applicable and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Holder and until the conclusion of any appellate review, if sought.

"Essential Government Services" means the City's general government and public safety expenses as reported in the City's Audit.

"Event of Default" shall mean an event of default specified in Article VIII of this Agreement.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

"General Fund Revenues" means total revenues of the City derived from any source whatsoever and that are allocated to and accounted for in the general fund of the City's Audit.

"Governing Body" means the City Commission of the City, or its successor in function.

"Holder" means the registered owner (or its authorized representatives) of the Note from time to time, initially the Bank.

"Interest Payment Date" means each April 15 and October 15, commencing October 15, 2022.

"Interest Rate" means 2.52% per annum, subject to adjustment as provided in Section 8.2 hereof and in the Note.

"Loan" means the outstanding principal amount of the Note issued hereunder.

"Loan Documents" means this Agreement, the Note, the Note Resolution and all other documents, agreements, certificates, schedules, notes, statements, and opinions, however described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Loan or the transaction contemplated by this Agreement.

"Manager" means the City Manager and such other person as may be authorized to act on his or her behalf.

"Maturity Date" means October 15, 2042.

"Maximum Annual Debt Service" means, with respect to the Note, together with any Debt, the maximum aggregate principal of and interest due on such obligations in any Fiscal Year.

"Mayor" means the Mayor of the City and such other person as may be authorized to act on his or her behalf.

"Non-Ad Valorem Revenues" means all revenues of the City derived from any source other than ad valorem taxation on real or personal property accounted in the General Fund and which are legally available to make the payments required under this Agreement.

"Note Counsel" means Weiss Serota Helfman Cole & Bierman, P.L. or such other counsel experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions selected by the City.

"Note Payment Dates" mean each Interest Payment Date and Principal Payment Date on the Note.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Principal Payment Date" means each October 15, commencing on October 15, 2022 and thereafter until the Maturity Date.

"Reimbursement Resolution" means Resolution No. 2021-102, adopted by the Commission on July 13, 2021 declaring its official intent to issue obligations to pay the cost of the Project.

"State" means the State of Florida.

Section 1.2 Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.3 Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS OF CITY

The City represents and warrants to the Bank that:

Section 2.1 Powers of City. The City is duly organized and validly existing as a municipal corporation under the laws of the State. The City has the power to borrow the amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure the Note in the manner contemplated hereby, and to perform and observe all the terms and conditions of

the Note and this Agreement on its part to be performed and observed. The City may lawfully issue the Note in order to finance a portion of the costs of the Project and pay costs of issuance of the Note.

Section 2.2 Authorization of Loan. The City has full legal right, power, and authority to adopt the Note Resolution and to execute and deliver this Agreement, to issue, sell, and deliver the Note to the Bank, and to carry out and consummate all other transactions contemplated hereby and by the Loan Documents, and the City has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The City, by the Note Resolution and the Expenditure Ordinance, has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the Note to the Bank, and to that end the City warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The City has duly adopted the Note Resolution and authorized the execution, delivery, and performance of the Note and the Agreement and the taking of any and all other such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by the Loan Documents. The Note, upon the execution and delivery to the Bank, constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms and the terms of the Note Resolution, and are entitled to the benefits and security of the Note Resolution and this Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the City of its obligations under the Loan Documents have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.3 Agreements. The making and performing by the City of this Agreement will not violate any provision of the Act, or any ordinance or resolution of the City, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the City is a party or by which the City is bound. Upon the execution and delivery of the Loan Documents each constitutes the legal, valid and binding obligation of the City enforceable in accordance with their respective terms.

Section 2.4 Litigation, Etc. There are no actions or proceedings pending against the City or affecting the City or, to the knowledge of the City, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the City, or which question the validity of this Agreement, the Note or any of the other Loan Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby. The City is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound.

Section 2.5 Financial Information. The financial information regarding the City furnished to the Bank by the City in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the City from that presented in such information.

ARTICLE III

COVENANTS OF THE CITY

Section 3.1 Affirmative Covenants. The City covenants, for so long as any of the principal amount of or interest on the Note is outstanding and unpaid or any duty or obligation of the City hereunder or under any of the other Loan Documents remains unpaid or unperformed, as follows:

(a) Use of Proceeds. The City represents and warrants that the proceeds from the Note will be used only to finance the Project and pay the costs of issuance of the Note. The City represents and warrants that, as of the date of issuance of the Note, there are no other bonds, notes or obligations of the City secured by a covenant to budget and appropriate legally available Non-Ad Valorem Revenues, in the manner contemplated by this Agreement and the Note Resolution.

(b) Notice of Defaults. The City shall within ten (10) days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto.

(c) Records. The City agrees that any and all records of the City shall be open to inspection by the Bank or its representatives at all reasonable times at the offices of the City.

(d) Maintain Existence. The City shall do all things lawfully within its power to maintain its existence as a municipal corporation of the State, and shall not voluntarily dissolve.

(e) Insurance. The City shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated municipal corporations of the State and shall upon the request of the Bank, provide evidence of such coverage to the Bank.

(f) Comply with Laws. The City is in compliance with and shall comply with all applicable federal, state and local laws and regulatory requirements.

(g) Taxes. The City is a tax exempt municipal corporation under the laws of the State; however, in the event the Note, this Agreement or any other Loan Document should be subject to the excise tax on documents or any intangible personal property tax, or any similar tax, of the State, the City shall pay such taxes or reimburse the Bank for any such taxes paid by it.

(h) Investments. The City shall invest only in obligations permitted by Section 218.415, Florida Statutes or pursuant to the City's investment policy.

Section 3.2 Bank Fees and Expenses. The City hereby agrees to the fees of counsel to the Bank in connection with the issuance of the Note in the amount of $7,500.00, said amount to be due and payable upon the issuance of the Note.

Section 3.3 Registration and Exchange of Note; Persons Treated as Holder. So long as the Note shall remain unpaid, the City will keep books for the registration and transfer of the Note. The Bank shall not assign, transfer, convey, or otherwise dispose of the Note, or any or all of its rights, title or interest therein, to any person, company or corporation without prior written consent of the City and upon compliance with all federal and state securities laws applicable. [Provided, however, the Bank may allow for affiliates of the Bank to participate in the Note]. The Note may only be transferred to an "Accredited Investor" as such term is defined in the Securities Act of 1933, as amended, and regulation D thereunder or a "Qualified Institutional Buyer" as that term is defined under rule 144A of the Securities and Exchange Commission. Upon the written consent of the City, the Note may be transferred or exchanged upon the registration books kept by the City, upon delivery to the City, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the City and with guaranty of signatures satisfactory to the City, along with the social security number or federal employer identification number of any transferee and, if the transferee is a trust, the name and social security or federal tax identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. The Note is to be issued as a single Note and may be exchanged for a Note of the same principal amount and maturity in whole but not in part. No transfer or exchange of any Note shall be effective until entered on the registration books maintained by the City.

The City may deem and treat the person in whose name any Note shall be registered upon the books of the City as the absolute Holder of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due, and for all other purposes. All such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

The Note, the principal of and interest on which have been paid, either at or prior to maturity, and all other obligations owed to the Bank under the Loan Documents have been paid, shall be delivered to the City when such full payment is made, and shall thereupon be cancelled. In case a portion but not all of an outstanding Note shall be prepaid pursuant to mandatory prepayment provisions, such Note shall not be surrendered in exchange for a new Note, but the City shall make a notation indicating the remaining outstanding principal of the Note upon the registration books. The Note so redesignated shall have the remaining principal as provided on such registration books and shall be deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

Section 3.4 Payment of Principal and Interest. The City promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of and interest on the Note is secured solely as provided in Sections 3.5 hereof, and nothing in the Note or in this Agreement shall be construed as pledging any other funds or assets of the City to such payment or authorizing such payment to be made from any other

source. The Note shall not be or constitute a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida, but shall be payable solely from and secured in the manner and to the extent provided in Sections 3.5. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay such Note or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any other funds of the City other than the Non-Ad Valorem Revenues actually budgeted, appropriated and deposited in the Note Fund, established pursuant to Section 6.1 hereof.

Section 3.5 Covenant to Budget and Appropriate. The City hereby covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each Fiscal Year, amounts sufficient to pay the principal and interest due on the Note in accordance with their terms during such Fiscal Year. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenue is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under this Agreement; subject, however, in all respects to the terms of this Agreement and the restrictions of Section 166.241, Florida Statutes; and subject, further, to the payment of services and programs which are for Essential Government Services affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

Section 3.6 Anti-Dilution; Issuance of Additional Obligations. Prior to the incurrence of additional Debt secured by or payable from Non-Ad Valorem Revenues, the Non-Ad Valorem Revenues available to pay debt service on the Note and other Debt, if any, shall cover Maximum Annual Debt Service on the Note and Maximum Annual Debt Service on any proposed or actual Debt by at least 2x. The calculation required by the immediately preceding sentence shall be determined using the actual Non-Ad Valorem Revenues, Essential Government Services and Ad Valorem Revenues for the prior Fiscal Year based on the City's annual Audit. For clarification purpose, the calculation shall be the sum of Ad Valorem Revenues plus Non-Ad Valorem Revenues minus Essential Governmental Services equals Non-Ad Valorem Revenues available to pay debt service on the Note. For purposes of the foregoing calculation, Maximum Annual Debt Service on the Note and Maximum Annual Debt Service on Debt shall be

calculated on an aggregate basis whereby the annual debt service for each is combined and the overall Maximum Annual Debt Service is determined.

For purposes of the foregoing test contained in this Section 3.6, the calculation of Maximum Annual Debt Service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual Maximum Annual Debt Service, and, with respect to Debt which bears interest at a variable interest rate, Maximum Annual Debt Service on such Debt shall be determined assuming that interest accrues on such Debt as follows: (a) any outstanding variable rate Debt will be assumed to bear interest at 0.5% per annum over the actual interest rate borne by such Debt for the Fiscal Year preceding the date of calculation and (b) any additional variable rate debt proposed to be issued will be assumed to bear interest at 0.5% per annum over the actual interest rate borne by such Debt on the date of issuance of such Debt. Notwithstanding the foregoing, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined herein, Maximum Annual Debt service on such Debt shall be determined assuming such Debt is amortized over 25 years from its original date of issuance on an approximately level debt service basis.

Prior to the issuance of any Debt subsequent to the date of this Agreement, the City shall provide a certification to the Holder that evidences compliance with this provision upon the issuance of such proposed Debt taking into account such additional Debt and that no Event of Default is existing under this Agreement.

Section 3.7 Prepayment. Upon written notice to the Holder given by the City at least two (2) Business Days prior to the date fixed for prepayment, the City shall be entitled to prepay the Note prior to maturity in whole, but not in part, at any time on or after October 15, 2027 at par with no additional prepayment charge or premium.

Section 3.8 Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given, and interest shall continue to accrue on principal, until the payment is actually received by the Bank.

Section 3.9 Officers and Employees of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against the Mayor or any Commissioner of the City, or any officer, agent or employee, as such, of the City past, present or future, it being expressly understood (a) that the obligation of the City under this Agreement and the Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Commission, or the officers, agents, or employees, as such, of the City, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such Commission member of the City, and every officer, agent, or employee, as such, of the City under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the City.

Section 3.10 Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Holder furnishing the City proof of ownership thereof and indemnity reasonably satisfactory to the City and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The mutilated Note so surrendered shall be canceled.

ARTICLE IV

CONDITIONS OF LENDING

Section 4.1 Conditions of Lending. The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

(a) Representations and Warranties. The representations and warranties set forth in the Loan Documents are and shall be true and correct to the best of the City's knowledge on and as of the date hereof.

(b) No Default. On the date hereof the City shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

(c) Supporting Documents. On or prior to the date hereof, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Note by the Bank):

(i) The opinion of the City Attorney regarding the due authorization, execution, delivery, validity and enforceability of this Agreement and the Note, the City's power to incur the debt evidenced by the Note and the due adoption of the Note Resolution and enactment of the Expenditure Ordinance;

(ii) The opinion of Note Counsel to the effect that (A) the Note constitutes a valid and binding limited obligations of the City, enforceable in accordance with its terms and (B) Under existing statutes, regulations, rulings and judicial decisions, interest on the Note is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under the Internal Revenue Code of 1986, as amended (the "Code");

(iii) Certified copies of the Note Resolution and the Expenditure Ordinance;

(iv) A certificate or certificates of the City relating to (i) the Expenditure Ordinance and the Note Resolution authorizing the execution, delivery and

performance of the City with respect to the Note, (ii) incumbency and specimen signatures of officers, and (iii) such other matters as the Bank may reasonably require;

(v) A certificate of the City certifying that there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body pending, or, to the best knowledge of the City, threatened against or affecting the City wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by, or the validity or enforceability of, the Expenditure Ordinance or the Note Resolution; and

(vi) Such additional supporting documents as the Bank may reasonably request.

(d) No Adverse Changes. On or prior to the date hereof, there shall have been no material adverse changes in the financial condition of the City from that reflected in its audited financial statements for its Fiscal Year ended September 30, 2020.

ARTICLE V

THE LOAN; CITY'S OBLIGATION; DESCRIPTION AND PAYMENT TERMS

Section 5.1 The Loan. The Bank hereby agrees to loan to the City the amount of $18,100,000 to be evidenced by the Note, to provide funds to finance a portion of the costs of the Project and pay costs of issuance of the Note upon the terms and conditions set forth in the Note Resolution and in this Agreement. The City agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in the Loan Documents.

Section 5.2 Description and Payment Terms of the Note. To evidence the Loan, the City shall issue and deliver to the Bank the Note in the form attached hereto as Exhibit "A".

ARTICLE VI

APPLICATION OF BOND PROCEEDS AND CREATION OF ACCOUNTS

Section 6.1 Note Fund. There is hereby created a fund, entitled "City of Dania Beach, Florida, Capital Improvement Non-Ad Valorem Revenue Note, Series 2022 Note Fund" (the "Note Fund"). There shall be deposited into the Note Fund on each Note Payment Date sufficient amounts of Non-Ad Valorem Revenues as specified in Sections 3.5 hereof which, together with the amounts already on deposit therein, will enable the City to pay the principal of and interest coming due on the Note on each Note Payment Date. Moneys in the Note Fund shall be applied on each Note Payment Date to the payment of principal of and interest on the Note coming due on each such date.

Section 6.2 Project Fund. There is hereby created a separate fund entitled "City of Dania Beach, Florida Capital Improvements Non-Ad Valorem Revenue Note, Series 2022 Project Fund," which shall be used only for payment of the Costs of the Project, including reimbursing the City for certain expenditures previously made for Costs of the Project, if any.

Moneys in the Project Fund, until applied in payment of any item of the Costs of the Project or to pay interest on the Note in the manner hereinafter provided, shall be held in trust by the City, and shall be subject to a lien and charge in favor of the Holder of the Note and for the further security of such Holder.

Section 6.3 Rebate Fund. The City covenants and agrees to establish a special fund to be known as the "City of Dania Beach, Florida Capital Improvements Non-Ad Valorem Revenue Note, Series 2022 Rebate Fund," which shall be held in trust by the City and used solely to make required rebates to the United States and the Holder shall have no right to have the same applied for principal and interest on the Note. The City agrees to undertake all actions required of it in its arbitrage certificate relating to the Note, including, but not limited to:

(a) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(b) depositing the amount determined in clause (a) above into the Rebate Fund;

(c) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the City such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(d) keeping such records of the determinations made pursuant to this Section 6.3 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Note.

The provisions of the above-described arbitrage certifications may be amended without the consent of any Holder from time to time as shall be necessary, in the opinion of Note Counsel, to comply with the provisions of the Code.

Section 6.4 Funds. Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. The money in such funds and accounts shall be continuously secured in the same manner as deposits of City funds are authorized to be secured by the laws of the State of Florida.

The designation and establishment of the funds and accounts in and by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

Section 6.5 Application of Note Proceeds. The proceeds received upon the sale of the Note shall be deposited in the Project Fund and applied simultaneously with the delivery of the Note, as follows:

(a) The City shall first use the proceeds from the Note to pay the costs of issuance of the Note.

(b) The remainder of the proceeds of the Note shall be used to reimburse costs of the Park Project incurred by the City prior to the issuance of the Note but incurred not earlier than 60 days prior to adoption of the Reimbursement Resolution and to pay the costs incurred with respect to the Project.

ARTICLE VII

SPECIAL COVENANTS

Section 7.1 Financial Statements. The City shall, promptly upon receipt by the City or within two hundred seventy (270) days of each Fiscal Year end, whichever is sooner, provide the Holder with a printed copy of its annual financial statements for such year, prepared in accordance with generally accepted accounting principles together with an audit report of a certified public accountant containing no qualification that is not acceptable to the Holder. The City shall also provide to the Holder, within thirty (30) days of its adoption, its current year operating budget, and, upon request, any other financial information reasonably requested by such Holders.

Section 7.2 Tax Representations, Warranties And Covenants Of The City. Notwithstanding anything herein to the contrary, the City hereby covenants and represents that it has taken and caused to be taken and shall make and take and cause to be made and taken all actions that may be required of it for the interest on the Note to be and remain excluded from the gross income of the Holder for federal income tax purposes, and that to the best of its knowledge it has not taken or permitted to be taken on its behalf, and covenants that to the best of its ability and within its control, it shall not make or take, or permit to be made or taken on its behalf, any action which, if made or taken, would adversely affect such exclusion under the provisions of the Code.

The City acknowledges that the continued exclusion of interest on the Note from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Code. The City hereby acknowledges responsibility to take all reasonable actions necessary to comply with these requirements. The City hereby agrees and covenants that it shall not permit at any time or times any of the proceeds of the Note or other funds of the City to be intentionally used, directly or indirectly, to acquire or to replace funds which were used directly or indirectly to acquire any higher yielding investments (as defined in Section 148 of the Code), the acquisition of which would cause the Note to be arbitrage bonds for purposes of Sections 103(b)(2) and 148 of the Code. The City further agrees and covenants that it shall do and perform all acts and things necessary in order to assure that the requirements of Sections 103(b)(2) and 148 of the Code are met.

Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

(a) to pay to the United States of America at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments

attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Note, plus any income attributable to such excess (the "Rebate Amount");

(b) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code; and

(c) to comply with all representations and restrictions contained in any Tax Certificate executed by the City in connection with the Note.

The City understands that the foregoing covenants impose continuing obligations on it to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Section 7.3 Additional Tax Covenants of The City. For so long as the Note remains outstanding, the City hereby covenants as follows:

(a) It will comply with, and timely make or cause to be made all filings required by, all effective rules, rulings or regulations promulgated by the Department of the Treasury or the Internal Revenue Service;

(b) It has not and will not use, invest, direct or permit the investment of the proceeds of the Note or any investment earnings thereon in a manner that will result in the Note becoming "private activity bonds" within the meaning of Sections 141 and 145 of the Code;

(c) It has not and will not use or permit to be used more than ten percent (10%) of the proceeds of the Note (including any amounts used to pay costs associated with issuing the Note), including all investment income earned on such proceeds directly or indirectly, in any trade or business carried on by any person who is not the City or a state or political subdivision or instrumentality thereof as those terms are used in Section 103 of the Code (an "Exempt Person");

(d) It has not and will not use or permit the use of any portion of the proceeds of the Note, including all investment income earned on such proceeds, directly or indirectly, to make or finance loans to persons who are not Exempt Persons;

(e) It has not entered into, and will not enter into, any arrangement with any person or organization (other than an Exempt Person) which provides for such person or organization to manage, operate, lease or provide services with respect to more than 10% of the project financed or refinanced with the proceeds of the Note (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 2017-13 (or any new, revised or additional guidelines applicable to Service Contracts) (the "Guidelines"), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an opinion of nationally recognized Bond Counsel which allows for a variation from the Guidelines;

(f) It has not and will not cause the Note to be treated as "federally guaranteed" for purposes of Section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149 of the Code. For purposes of this paragraph, the Note and the Prior Notes shall be treated as "federally guaranteed" if (i) all or any portion of the principal or interest on the Note is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (ii) 5% or more of the proceeds of the Note will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (B) invested directly or indirectly in federally insured deposits or accounts, and (iii) such guarantee is not described in Section 149(b)(3) of the Code; and

(g) It will comply with the information reporting requirements of Section 149(e)(2) of the Code.

The terms "debt service," "gross proceeds," "net proceeds," "proceeds," and "yield" have the meanings assigned to them for purposes of Section 148 of the Code.

Section 7.4 **Invoices for Note Payments**. The Bank agrees to provide the City with an invoice at least 10 days prior to each Note Payment Date setting forth the amount of principal and interest due on the Note on such Note Payment Date. Failure by the Bank to provide such invoice shall not relieve the City of its obligation to make the payments required by this Agreement and the Note when due.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.1 **General.** An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The City shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, or otherwise; or

(b) The City shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, other than a term or covenant a default in the performance of which or noncompliance with which is dealt with in Section 8.1(a), which default or non-compliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the City by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.1(b) of this Agreement, whichever is earlier; or

(c) The City shall fail to comply with Section 3.1(b), (d) or (e) or Sections 7.2 or 7.3 hereof, or any representation or warranty made in writing by or on behalf of the City in any Loan

Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; provided, however, that a Determination of Taxability shall not be deemed an Event of Default; or

(d) The City admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(e) The City is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(f) The City shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

Section 8.2 Effect of Event of Default. If an Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce the rights aforesaid. While an Event of Default shall have occurred and be continuing, the Note shall bear interest at the Default Rate, until paid or cured.

ARTICLE IX

MISCELLANEOUS

Section 9.1 No Waiver; Cumulative Remedies. No failure or delay on the part of the Bank or the City in exercising any right, power, remedy hereunder, or under the Note or other Loan Documents shall operate as a waiver of the City's or Bank's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 9.2 Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except by written instrument between the Bank and the City. The City agrees to pay all of the Bank's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the City's request or behest.

Section 9.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 9.4 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 9.5 Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the City in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 9.6 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received. In each case notice shall be sent to:

If to the City: Ana M. Garcia, City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004

If to the Bank: Truist Bank
2320 Cascade Point Blvd, Suite 600
Charlotte, North Carolina 28208
Attn: Governmental Finance

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 9.6.

Section 9.7 Applicable Law. This Agreement, and each of the Loan Documents and transactions contemplated herein, shall be construed pursuant to and governed by the substantive laws of the State.

Section 9.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The City shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Bank.

Section 9.9 Conflict. In the event any conflict arises between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 9.10 No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 9.11 Attorneys Fees. To the extent legally permissible, the City and the Bank agree that in any suit, action or proceeding brought in connection with this Agreement, the Note, or the Note Resolution (including any appeal(s)), the prevailing party shall be entitled to recover costs and attorneys' fees from the other party.

Section 9.12 Entire Agreement. Except as otherwise expressly provided, this Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 9.13 Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 9.14 Waiver of Jury Trial. THE CITY AND THE BANK IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CONTROVERSY OR CLAIM BETWEEN THEM, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE, THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT, THE NOTE OR THE NOTE RESOLUTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY AND THE BANK TO ENTER INTO THIS AGREEMENT.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

CITY OF DANIA BEACH, FLORIDA

[SEAL]

By: _____
Ana M. Garcia, City Manager

By: _____
Tamara James, Mayor

ATTEST:

By:_____
Thomas Schneider, CMC, City Clerk

Approved as to form and correctness:

By:_____
Eve A. Boutsis, City Attorney

TRUIST BANK

By:_____
Andrew Smith
Senior Vice President

EXHIBIT "A"

[FORM OF NOTE]

ANY HOLDER OF THIS NOTE SHALL AT THE TIME OF TRANSFER BE AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER OR A "QUALIFIED INSTITUTIONAL BUYER" AS THAT TERM IS DEFINED UNDER RULE 144A OF THE SECURITIES AND EXCHANGE COMMISSION.

No. R-1 **$18,060,000**

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF DANIA BEACH
CAPITAL IMPROVEMENT
NON-AD VALOREM REVENUE NOTE, SERIES 2022

Interest Rate	Maturity Date	Dated Date
2.52%*	October 15, 2042	March 24, 2022

Holder: Truist Bank

Principal Amount: Eighteen Million Sixty Thousand Dollars ($18,060,000)

* Subject to adjustment as provided herein.

KNOW ALL MEN BY THESE PRESENTS, that the City of Dania Beach, Florida (the "City"), for value received, hereby promises to pay to the Holder shown above, or registered assigns (the "Bank"), from the sources hereinafter mentioned, the Principal Amount specified above plus interest at the Interest Rate specified above, subject to adjustment as provided herein. Subject to the rights of prior prepayment described in this Note, the Note shall mature on the Maturity Date specified above. Payments due hereunder shall be made no later than 2:00 p.m., Eastern time, on the date due, free and clear of any defenses, set-offs, counterclaims, or withholding or deductions for taxes.

This Note is issued under authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the City, Ordinance No. 2022-10 duly enacted by the City Commission on February 22, 2022, Resolution No. 2022- duly adopted by the City Commission on March 22, 2022 (the "Note Resolution") and a Loan Agreement, dated of even date herewith, between the City and the Bank (the "Loan Agreement") and is subject to all the terms and conditions of the Loan Agreement. All terms, conditions and provisions of the Loan Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Note is issued for the purpose of financing a portion of the costs of the City's Parks Master Plan Phase I – CW Thomas Park and paying costs of issuance of the Note.

The principal on this Note shall be due and payable on October 15 of each year (each, a "Principal Payment Date"), beginning October 15, 2022, through and including October 15, 2042 (the "Maturity Date"), in the principal amounts set forth on the payment schedule attached hereto.

This Note shall bear interest on the outstanding principal balance from its Dated Date at the Interest Rate specified above, subject to adjustment as provided below. Interest on this Note shall be due and payable on April 15 and October 15 of each year (each, an "Interest Payment Date") beginning on October 15, 2022 until the Maturity Date. The entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date. All payments by the City pursuant to this Note shall apply first to accrued interest, then to other charges due the Bank, and the balance thereof shall apply to the principal sum due.

Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Upon the occurrence of an Event of Default (as defined in the hereinafter described Loan Agreement**)** until such Event of Default has been cured this Note shall bear interest after (5) days from the Event of Default at the Default Rate, which is two percentage points (2.0%) in excess of the Interest Rate otherwise borne by the Note immediately prior to the occurrence of an Event of Default.

In the event of a Determination of Taxability, the interest rate payable hereunder shall increase to ____% per annum (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Holder, subject to such Determination of Taxability, the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Holder to the Internal Revenue Service by reason of such Determination of Taxability.

As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that due to the action or inactions of the City and not due to a change in tax law, any interest payable on this Note is includable in the gross income of the Holder. No such decree or action shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof from the Internal Revenue Service or of the United States Treasury Department, as applicable, and, if it is so desired by the City and is legally permissible,

the City has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Holder and until the conclusion of any appellate review, if sought.

The principal of and interest on this Note are payable in lawful money of the United States of America by wire transfer or by certified check delivered on or prior to the date due to the registered Holder or his legal representative at the address of the Holder as it appears on the registration books of the City.

Upon written notice to the Holder given by the City at least two (2) Business Days prior to the date fixed for prepayment, the City shall be entitled to prepay the Note prior to maturity in whole, but not in part, at any time on or after October 15, 2027 at par with no additional prepayment charge or premium.

Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms, lien and security of the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Holder of the Note, and the extent of and limitations on the City's rights, duties and obligations, to all of which provisions the Holder hereof for himself and his successors in interest assents by acceptance of this Note.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR FOR THE PAYMENT OF ANY OTHER AMOUNTS PROVIDED FOR IN THE LOAN AGREEMENT.

It is further agreed between the City and the Holder of this Note that neither the members of the Governing Body of the City nor its officers, agents and/or employees nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

The original registered Holder, and each successive registered Holder of this Note shall be conclusively deemed to have agreed and consented to all of the terms and conditions of the Loan Agreement.

It is hereby certified and recited that all acts, conditions and things required to happen, to exist and to be performed precedent to and for the issuance of this Note have happened, do exist and have been performed in due time, form and manner as required by the Constitution and the laws of the State of Florida applicable thereto.

IN WITNESS WHEREOF, the City of Dania Beach, Florida has caused this Note to be executed in its name by the manual signature of its City Manager and Mayor, and attested by the manual signature of its Clerk and its corporate seal or a facsimile thereof affixed hereto, all as of this 24th day of March, 2022.

CITY OF DANIA BEACH, FLORIDA

[SEAL]

By: _____
Ana M. Garcia, City Manager

By: _____
Tamara James, Mayor

ATTEST:

By:_____
Thomas Schneider, CMC, City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the City for the registration thereof, with full power of substitution in the premises.

Date: _____

_____
SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION
NUMBER OF ASSIGNEE

_____
NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particulate, or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common
UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes

Notice: _____ Payment: _____
_____ _____
_____ _____

Date: _____

Assignee: _____
By: _____
Title: _____

AMORTIZATION SCHEDULE
To
City of Dania Beach
Capital Improvement Non-Ad Valorem Revenue Note, Series 2022
Dated March 24, 2022

Payment Date	Principal Amount
10/15/2022	$ 380,000.00
10/15/2023	690,000.00
10/15/2024	710,000.00
10/15/2025	725,000.00
10/15/2026	745,000.00
10/15/2027	765,000.00
10/15/2028	780,000.00
10/15/2029	800,000.00
10/15/2030	820,000.00
10/15/2031	840,000.00
10/15/2032	865,000.00
10/15/2033	885,000.00
10/15/2034	910,000.00
10/15/2035	930,000.00
10/15/2036	955,000.00
10/15/2037	980,000.00
10/15/2038	1,005,000.00
10/15/2039	1,030,000.00
10/15/2040	1,055,000.00
10/15/2041	1,080,000.00
10/15/2042	1,110,000.00

SOURCES AND USES OF FUNDS

City of Dania Beach, Florida
Bank Loan, Series 2022
2.52% Rate
Parks Project
*****FINAL*****

Dated Date	03/24/2022
Delivery Date	03/24/2022

Sources:	
Bond Proceeds:	
Par Amount	18,060,000.00
	18,060,000.00

Uses:	
Project Fund Deposits:	
Project Fund	18,000,000.00
Cost of Issuance:	
Bond Counsel Fee	25,000.00
Bond Counsel Expenses Estimate	2,000.00
Financial Advisory Fee	20,700.00
Bank Counsel	7,500.00
Misc.	4,800.00
	60,000.00
	18,060,000.00

BOND SUMMARY STATISTICS

City of Dania Beach, Florida
Bank Loan, Series 2022
2.52% Rate
Parks Project
*****FINAL*****

Dated Date	03/24/2022
Delivery Date	03/24/2022
Last Maturity	10/15/2042
Arbitrage Yield	2.519895%
True Interest Cost (TIC)	2.519895%
Net Interest Cost (NIC)	2.520000%
NIC w/Interest only	2.520000%
NIC w/Interest & OID	2.520000%
NIC w/Interest, OID & Und. Discount	2.520000%
All-In TIC	2.554184%
Average Coupon	2.520000%
Average Life (years)	11.647
Duration of Issue (years)	9.834
Par Amount	18,060,000.00
Bond Proceeds	18,060,000.00
Total Interest	5,300,530.20
Net Interest	5,300,530.20
Total Debt Service	23,360,530.20
Maximum Annual Debt Service	1,138,212.00
Average Annual Debt Service	1,136,304.67
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	18,060,000.00	100.000	2.520%	11.647
	18,060,000.00			11.647

BOND SUMMARY STATISTICS

City of Dania Beach, Florida
Bank Loan, Series 2022
2.52% Rate
Parks Project
*****FINAL*****

	TIC	All-In TIC	Arbitrage Yield
Par Value	18,060,000.00	18,060,000.00	18,060,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-60,000.00	
- Other Amounts			
Target Value	18,060,000.00	18,000,000.00	18,060,000.00
Target Date	03/24/2022	03/24/2022	03/24/2022
Yield	2.519895%	2.554184%	2.519895%

BOND DEBT SERVICE

City of Dania Beach, Florida
Bank Loan, Series 2022
2.52% Rate
Parks Project
*****FINAL*****

Dated Date	03/24/2022
Delivery Date	03/24/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/15/2022	380,000	2.520%	254,104.20	634,104.20	634,104.20
04/15/2023			222,768.00	222,768.00	
10/15/2023	690,000	2.520%	222,768.00	912,768.00	1,135,536.00
04/15/2024			214,074.00	214,074.00	
10/15/2024	710,000	2.520%	214,074.00	924,074.00	1,138,148.00
04/15/2025			205,128.00	205,128.00	
10/15/2025	725,000	2.520%	205,128.00	930,128.00	1,135,256.00
04/15/2026			195,993.00	195,993.00	
10/15/2026	745,000	2.520%	195,993.00	940,993.00	1,136,986.00
04/15/2027			186,606.00	186,606.00	
10/15/2027	765,000	2.520%	186,606.00	951,606.00	1,138,212.00
04/15/2028			176,967.00	176,967.00	
10/15/2028	780,000	2.520%	176,967.00	956,967.00	1,133,934.00
04/15/2029			167,139.00	167,139.00	
10/15/2029	800,000	2.520%	167,139.00	967,139.00	1,134,278.00
04/15/2030			157,059.00	157,059.00	
10/15/2030	820,000	2.520%	157,059.00	977,059.00	1,134,118.00
04/15/2031			146,727.00	146,727.00	
10/15/2031	840,000	2.520%	146,727.00	986,727.00	1,133,454.00
04/15/2032			136,143.00	136,143.00	
10/15/2032	865,000	2.520%	136,143.00	1,001,143.00	1,137,286.00
04/15/2033			125,244.00	125,244.00	
10/15/2033	885,000	2.520%	125,244.00	1,010,244.00	1,135,488.00
04/15/2034			114,093.00	114,093.00	
10/15/2034	910,000	2.520%	114,093.00	1,024,093.00	1,138,186.00
04/15/2035			102,627.00	102,627.00	
10/15/2035	930,000	2.520%	102,627.00	1,032,627.00	1,135,254.00
04/15/2036			90,909.00	90,909.00	
10/15/2036	955,000	2.520%	90,909.00	1,045,909.00	1,136,818.00
04/15/2037			78,876.00	78,876.00	
10/15/2037	980,000	2.520%	78,876.00	1,058,876.00	1,137,752.00
04/15/2038			66,528.00	66,528.00	
10/15/2038	1,005,000	2.520%	66,528.00	1,071,528.00	1,138,056.00
04/15/2039			53,865.00	53,865.00	
10/15/2039	1,030,000	2.520%	53,865.00	1,083,865.00	1,137,730.00
04/15/2040			40,887.00	40,887.00	
10/15/2040	1,055,000	2.520%	40,887.00	1,095,887.00	1,136,774.00
04/15/2041			27,594.00	27,594.00	
10/15/2041	1,080,000	2.520%	27,594.00	1,107,594.00	1,135,188.00
04/15/2042			13,986.00	13,986.00	
10/15/2042	1,110,000	2.520%	13,986.00	1,123,986.00	1,137,972.00
	18,060,000		5,300,530.20	23,360,530.20	23,360,530.20

FORM 8038 STATISTICS

City of Dania Beach, Florida
Bank Loan, Series 2022
2.52% Rate
Parks Project
*****FINAL*****

Dated Date	03/24/2022
Delivery Date	03/24/2022

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	10/15/2022	380,000.00	2.520%	100.000	380,000.00	380,000.00
	10/15/2023	690,000.00	2.520%	100.000	690,000.00	690,000.00
	10/15/2024	710,000.00	2.520%	100.000	710,000.00	710,000.00
	10/15/2025	725,000.00	2.520%	100.000	725,000.00	725,000.00
	10/15/2026	745,000.00	2.520%	100.000	745,000.00	745,000.00
	10/15/2027	765,000.00	2.520%	100.000	765,000.00	765,000.00
	10/15/2028	780,000.00	2.520%	100.000	780,000.00	780,000.00
	10/15/2029	800,000.00	2.520%	100.000	800,000.00	800,000.00
	10/15/2030	820,000.00	2.520%	100.000	820,000.00	820,000.00
	10/15/2031	840,000.00	2.520%	100.000	840,000.00	840,000.00
	10/15/2032	865,000.00	2.520%	100.000	865,000.00	865,000.00
	10/15/2033	885,000.00	2.520%	100.000	885,000.00	885,000.00
	10/15/2034	910,000.00	2.520%	100.000	910,000.00	910,000.00
	10/15/2035	930,000.00	2.520%	100.000	930,000.00	930,000.00
	10/15/2036	955,000.00	2.520%	100.000	955,000.00	955,000.00
	10/15/2037	980,000.00	2.520%	100.000	980,000.00	980,000.00
	10/15/2038	1,005,000.00	2.520%	100.000	1,005,000.00	1,005,000.00
	10/15/2039	1,030,000.00	2.520%	100.000	1,030,000.00	1,030,000.00
	10/15/2040	1,055,000.00	2.520%	100.000	1,055,000.00	1,055,000.00
	10/15/2041	1,080,000.00	2.520%	100.000	1,080,000.00	1,080,000.00
	10/15/2042	1,110,000.00	2.520%	100.000	1,110,000.00	1,110,000.00
		18,060,000.00			18,060,000.00	18,060,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/15/2042	2.520%	1,110,000.00	1,110,000.00		
Entire Issue			18,060,000.00	18,060,000.00	11.6467	2.5199%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	60,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROVAL OF A QUOTE FROM CUSTOM CONTROLS TECHNOLOGY, INC. TO INSTALL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEMS FOR SANITARY LIFT STATION NUMBERS 8 AND 9, IN THE AMOUNT OF TWENTY FOUR THOUSAND SIX HUNDRED SEVENTY TWO DOLLARS ($24,672.00) AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES 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-LS-NO. 8-9-SCADA-CCI-032222rev (002) (2), R-2022- Custom Controls Technology, Inc. Installation of SCADA Systems for Lift Stations 8 and 9 and Exceeding $25K, QUOTES- LIFT STATION NO. 8 & 9

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: RESOLUTION AUTHORIZING THE USE OF A PROPOSAL FROM CUSTOM CONTROLS TECHNOLOGY, INC. FOR THE INSTALLATION OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM ON SANITARY LIFT STATIONS NUMBERS 8 AND 9 AND TO EXCEED THE CITY'S VENDOR THRESHOLD OF $25,000

Request

The Public Services Department (PSD) is requesting approval of a quote with Custom Controls Technology, Inc. (CCT) for lift stations no. 8 and 9 to install Supervisory Control and Data Acquisition (SCADA) system in the amount of $24,672. PSD also requests approval to exceed the City's vendor threshold of $25,000.

Background

Sanitary sewage lift stations are used to pump sewage from a lower to a higher elevation, particularly where the source's elevation is insufficient for gravity flow. PSD has 17 lift stations located throughout the eastern section of the city. Fourteen of these lift stations currently have the Supervisory Control and Data Acquisition (SCADA) System. The SCADA system features constant monitoring of the sewer lift stations and provides immediate notification of important station conditions, such as any malfunctions and high (unacceptable) levels of sewage accumulation. Having real-time information and data on these and other metrics is crucial for maintaining a high level of service from the City's utility operation. It is therefore extremely important that SCADA systems are installed in lift stations number 8 and 9.

PSD requested three quotes, with one company being non-responsive. Although CC Control Corp. was the lowest quote received, PSD decided to choose Custom Controls Technology, Inc. (CCT) to provide services to modify lift stations no. 8 and 9. CCT has extensive experience with our lift stations and have provided high quality, reliable services. Quotes received are as follows:

- C C Control Corp. $22,400.00
- Custom Controls Technology $24,672.00
- Curry Controls Company **Non- responsive

Budgetary Impact

\continued…

A ATION TO APPROVE A QUOTE WITH CUSTOM CONTROLS TECHNOLOGY, INC. FOR THE INSTALLATION OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AND TO EXCEED THE CITY'S VENDOR THRESHOLD OF $25,000

Funding for installing the SCADA system for lift stations no. 8 and 9 in the amount of $24,672.00 will be appropriated from the Sewer Utility Collection/ Professional Services General Account No. 402-35-02-535-46-70.

Recommendation

CCT provided the second lowest quote; however, they have installed the SCADA systems for all of the City's lift stations and have invaluable experience with our equipment and for this important work. PSD recommends the approval of the quote from Custom Controls Technology, Inc. and the approval to exceed the City's Vendor Threshold of $25,000.00.

RESOLUTION NO. 2022-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROVAL OF A QUOTE FROM CUSTOM CONTROLS TECHNOLOGY, INC. TO INSTALL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEMS FOR SANITARY LIFT STATION NUMBERS 8 AND 9, IN THE AMOUNT OF TWENTY FOUR THOUSAND SIX HUNDRED SEVENTY TWO DOLLARS ($24,672.00) AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, SCADA systems feature constant monitoring of lift station conditions and provide immediate notification of any malfunctions, including when a high level of sewage has accumulated in the station; and

WHEREAS, having real-time information and data on these and other metrics is critical for maintaining a high level of service from the City's utility operation and is considered industry best practice; and

WHEREAS, Public Services received three quotes for installing SCADA systems for lift station numbers 8 and 9, and selected Custom Controls Technology, Inc. (CCT), the second lowest bidder based on the contractor’s extensive experience with City equipment and high quality of service; and

WHEREAS, the Public Services Department is requesting City Commission approval to proceed with the quote received from CCT; and

WHEREAS, the cost of this project will exceed the annual vendor amount of Twenty-Five Thousand Dollars ($25,000.00) threshold for a single vendor, thereby requiring City Commission approval;

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

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

Section 2. That the proper City officials are authorized to approve a quote from Custom Controls Technology, Inc. attached as Exhibit "A" and incorporated into this Resolution by this reference, for installation of SCADA systems in sanitary lift station numbers 8 and 9.

Section 3. That funding for replacement pumps is available in the Sewer Utility Collection/Repair and Maintenance Services Account No. 402-35-02-535-46-70; funding in the amount of $24,672.00 shall be made in accordance with the City of Dania Beach Purchasing Policy.

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

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

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

C. C. CONTROL CORP.

5760 CORPORATE WAY, SUITE 100
WEST PALM BEACH, FLORIDA 33407

PHONE: 561 293-3975
FAX: 561 293-3976

CUSTOMER: CITY OF DANIA BEACH

ATTN: DARREN GREEN
PHONE:

PROJECT: LIFT STATIONS NO.8 AND NO.9 REMOTE TELEMETRY UNIT UPGRADES
CITY OF DANIA BEACH, FLORIDA

DATE: 4/7/2021

DESCRIPTION	QUAN	TOTAL PAGES 2

C. C. CONTROL CORP. PROPOSES TO FURNISH THE FOLLOWING COMPLETE WITH EXCEPTIONS AS LISTED:

EXCEPTIONS:

A) QUOTE DOES NOT INCLUDE SIM CARD. SIM CARD SHALL BE PROVIDED BY THE CITY OF DANIA

ITEM NO.1

LIFT STATION RTU PANEL

EATON FAZ-D10-1-NA-L-SP SINGLE POLE CIRCUIT BREAKER	1
EATON FAZ-D10/1-SP SUPPLEMENTARY PROTECTOR	1
DELTA CLIQ 108-DRU-24V40ABN 24VDC UPS	1
SIERRA WIRELESS RAVEN RV50X CELLULAR MODEM	1
SIERRA WIRELESS AIRLINK RAVEN DINRAIL BRACKET FOR CELLULAR ROUTER	1
ALLEN BRADLEY 1762-IF4 4 CH. ANALOG INPUT MODULE	1
ALLEN BRADLEY 1762-IQ16 16PT. DISCRETE INPUT MODULE	1
VISHAY DALE RN60C499 499 OHM 1.2W RESISTOR	4
POWER SONICS PS-12170-F2 18AH 12VDC BATTERY	2
RDA698/2700-1-SSM 3G/4G/LTE ANTENNA FOR CELLULAR	1
LPB-7-27-5SP PANAROMA 3G/4G LOW PROFILE THRU ROOF ANTANNA W/ 16FT. CABLE	1
MISC. MATERIAL	1
WIRE, WIREWAY AND NAMEPLATES	LOT

ITEM NO.2

SERVICE SUMMARY

DRAWINGS AND SUBMITTALS FOR APPROVAL	LOT
FIELD REMOVAL OF RTU BACKPLANE	LOT
UPDATE EXIST. BACKPLANE AT CC CONTROL CORPS SHOP TO INCLUDE INSTALLING ADDITIONAL PARTS AND WIRING	LOT
RE-INSTALL RTU BACKPLANE IN THE EXIST. RTU PANEL	LOT
PROVIDE ADDITIONAL PROGRAMMING AND STARTUP SERVICES TO INTEGRATE STATION BACK INTO THE SCADA SYSTEM	LOT
OPERATION AND MAINTENANCE MANUAL	LOT
1 YEAR STANDARD WARRANTY	LOT

SUMMARY		SELL
ITEMS NO.1 AND NO.2	LIFT STATION NO.8 RTU UPGRADES	$11,200.00
ITEMS NO.1 AND NO.2	LIFT STATION NO.9 RTU UPGRADES	$11,200.00
		22400.00

TOTAL: $22,400.00 PLUS TAX IF APPLICABLE

SUBMITTALS 1-2 WEEKS
AFTER RECEIPT OF PURCHASE ORDER
FOB: JOB SITE
DEL: 4-6 WEEKS
AFTER APPROVED DRAWINGS
TERMS: NET 30 DAYS

(SUBJECT TO CREDIT APPROVAL)

WARRANTY: ALL WARRANTIES SHALL EXPIRE ONE (1) YEAR FROM DATE OF START-UP FROM SELLER TO BUYER UNLESS SPECIALLY INDICATED OTHERWISE AND WILL BE NULL AND VOID UNLESS MATERIALS ARE STORED UNDER PROPER CONDITIONS DETERMINED BY C.C. CONTROL CORP.

JOHN C. STOCK

Johnson, Antoine

From: Scott W. Cyphert <swc@Currycontrols.com>
Sent: Wednesday, April 7, 2021 4:46 PM
To: Ozaydin, Dincer A.
Cc: Rodriguez, Fernando J.; Greene, Darren; Johnson, Antoine; Danny Curry; Ben Matthews
Subject: RE: Lift Station SCADA Quote

****CAUTION** This email originated from external sources. Do not open attachments OR click any links until you have verified the authenticity of the message and its contents.**

Mr. Ozaydin,

Thank you for the opportunity you afforded Curry Controls to participate in this RFQ process. However, please accept this correspondence as our confirmation that we will *"No Bid"* this particular RFQ. There appears to be inadequate information to properly estimate the labor portion of the quote request, particularly with respect to the programming, commissioning, start-up, and SCADA services required.

Hopefully we can assist you in the future with your SCADA needs.

Best Regards,

BTW – The email addresses you used were all incorrect, with the exception of our sales@currycontrols.com address. I have copied Danny Curry, and Ben Matthews on this correspondence to help facilitate communications in the future. Thank you.....

Scott Cyphert, Vice President of Business Development
O: 863.646.5781| **M :** 863.602.4978 | **F :** 863.646.3899 | swc@currycontrols.com
Curry Controls Company | 4245 S Pipkin Road | Lakeland, FL 33811

Curry Controls Company

From: Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>
Sent: Wednesday, April 07, 2021 4:19 PM
To: sales@currycontrols.com; dcurry@currycontrols.com; scyphert@currycontrols.com; mhixon@currycontrols.com
Cc: Rodriguez, Fernando J. <frodriguez@daniabeachfl.gov>; Greene, Darren <dgreene@daniabeachfl.gov>; Johnson, Antoine <apollard@daniabeachfl.gov>
Subject: RE: Lift Station SCADA Quote
Importance: High

Good afternoon Danny,

We requested a quote a week ago but haven't received any response. If we don't get the quote by 11.50 am tomorrow morning, we will consider Curry Controls nonresponsive and responsible.

Thank you, and have a good day

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Dincer Ozaydin
Public Services Deputy Director| City of Dania Beach
dozaydin@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6800 x3617

Web: daniabeachfl.gov | **App:**AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

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

From: Greene, Darren
Sent: Tuesday, March 30, 2021 2:35 PM
To: sales@currycontrols.com
Subject: Lift Station SCADA Quote

Good Afternoon,

My name is Darren Greene I'm the Utility Manager at the City of Dania Beach. I have two Lift Stations the I need to get retro fitting with VT SCADA. I'm going to attach the scope of work I was given in a quote. Can you please contact me so we can go over these details further?

PS 8 & 9
PARTS TO BE PROVIDED
PART NO. DESCRIPTION QTY
108-DRU-24V40ABN UPS - Uninterruptible Power Supplies DIN Rail Power Supply, DC-UPS Module, 24Vout, 40A, Metal Case, No Class I, Div 2 1

1102555 Sierra Wireless AirLink Raven RV50 - gateway Gateway GigE RS-232 USB 2.0 LTE AWS/700/850/1900 / W-CDMA AWS/850/900/1900/2100 / CDMA 800/1700/1900 1

1762-IF4 1762 MicroLogix 1200 System, 4 Channel Current/Voltage Analog Input Module 1

1762-IQ16 1762 MicroLogix 1200 System, 16 Point 24 VDC Sink/Source Input Module 1

547-PS-1270 Sealed Lead Acid Batteries GEL-TYPE BATT 12V/7A 2

FAZ-D10/1-NA-SP Eaton miniature circuit breaker, thermal magnetic, ONE-pole, D trip curve, 10 amp, UL489 1

FAZ-D10/1-SP Eaton supplementary protector, thermal magnetic, single-pole, D trip curve, 10 amp, UL1077 1

RDA698/2700-1-SSM 3G/4G/LTE Antenna for Cellular. High Performance, High Efficiency for AT&T, Verizon, Sprint Carrier Certification.with SMA connector designed for frequencies from 698-2700 MHz and offers 1.0 - 2.16 dBi gain with efficiencies of 60-85% 1

LPB-7-27-5SP Panorama 3G/4G Low Profile Thru-Roof Antenna (SMA/Male). 16 FT CABLE 1

Miscellaneous materials such as terminal blocks, end anchors, terminal covers, wires, wire markers, control relays, wireways, fuses, fuse holders distribution block & labels are included.

LABOR

- *Remove RTU backplate to bring it to CCT workshop.*
- *Install additional parts on the backplate; and complete the wiring.(*)*
- *Complete the programming and testing of the retrofitted backplate.*
- *Re-install the backplate in the RTU panel.*
- *Execute commissioning and start-up to integrate the station to the new SCADA.*
- *Electrical schematics and submittals for approval will be provided.*

** SIM card shall be provided by the city*

DANIA BEACH
SEE IT LIVE IT LOVE IT.

Darren Greene
Utilities Manager | City of Dania Beach
Dgreene@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Rd. | Dania Beach, FL 33004
Phone: 954-924-6808 x 3746
Email: dgreenedaniabeachfl.gov | **FB**: cityofdaniabeach

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Custom Controls Technology, Inc

2230 W. 77th ST, Hialeah Fl. 33016. Phone (305) 805-3700 Fax (305) 818-5976
Visit our Web site...www.cct-inc.com

QUOTATION

TO: *Dincer Ozaydin* — *DATE: March 3, 2022*
City of Dania Beach — *QUOTE No.: Q0021422 rev3*
2300 31st ST N
St. Petersburg, FL 33713

JOB: ***PS 8 & 9 RTU MODIFICATION/IMPLEMENTATION***

Description	Qty.	Price ea.	Total

Custom Controls Technology, Inc. will provide or modified the RTU panels as per the following specifications:

ITEM 1: PS 8 & 9

PARTS TO BE PROVIDED

PART NO.	DESCRIPTION	QTY
108-DRU-24V40ABN	UPS - Uninterruptible Power Supplies DIN Rail Power Supply, DC-UPS Module, 24Vout, 40A, Metal Case, No Class I, Div 2	1
1719-1003-ND	ROUTER LTE HSPA+ ETHERNET EMEA, cellular, LTE, HSPA+ Router Ethernet, RJ-45, RS-232, USB	1
1762-IF4	1762 MicroLogix 1200 System, 4 Channel Current/Voltage Analog Input Module	1
1762-IQ16	1762 MicroLogix 1200 System, 16 Point 24 VDC Sink/Source Input Module	1
547-PS-1270	Sealed Lead Acid Batteries GEL-TYPE BATT 12V/7A	2
FAZ-D10/1-NA-SP	Eaton miniature circuit breaker, thermal magnetic, ONE-pole, D trip curve, 10 amp, UL489	1
FAZ-D10/1-SP	Eaton supplementary protector, thermal magnetic, single-pole, D trip curve, 10 amp, UL1077	1
RDA698/2700-1-SSM	3G/4G/LTE Antenna for Cellular. High Performance, High Efficiency for AT&T, Verizon, Sprint Carrier Certification.with SMA connector designed for frequencies from 698-2700 MHz and offers 1.0 - 2.16 dBi gain with efficiencies of 60-85%	1
LPB-7-27-5SP	Panorama 3G/4G Low Profile Thru-Roof Antenna (SMA/Male). 16 FT CABLE	1

Miscellaneous materials such as terminal blocks, end anchors, terminal covers, wires, wire markers, control relays, wireways, fuses, fuse holders distribution block & labels are included.

LABOR

- ***Remove RTU backplate to bring it to CCT workshop.***
- ***Install additional parts on the backplate; and complete the wiring. (*)***
- ***Complete the programming and testing of the retrofitted backplate.***
- ***Re-install the backplate in the RTU panel.***
- ***Execute commissioning and start-up to integrate the station to the new SCADA.***
- ***Electrical schematics and submittals for approval will be provided.***

**** SIM card shall be provided by the city.***

Price for the above (tax not included)	***2***	***$ 12,336.00***	***$ 24,672.00***

TERMS AND CONDITIONS:

Any quotation, warranty, and all transactions with CCT are conditioned upon CCT's Terms and Conditions located at: *http://cct-inc.com/terms-conditions*

THE PRICE ABOVE IS STRICTLY VALID FOR THE QUANTITIES INDICATED WITHIN THIS QUOTE. ANY VARIATION OF MORE THAN 5% WILL REQUIRE A NEW QUOTE BY CCT.

PRICES ARE FIRM FOR 30 DAYS FROM ABOVE DATE AND ORDER MUST BE FOR ALL OF THE ITEMS. NO SEPARATE ORDERS OR PARTIAL ACCEPTED. ORDER IS NONCANCELABLE, PRODUCTS ARE NONRETURNABLE FRIGHT IS NOT INCLUDED AND WILL BE ADDED TO THE INVOICE.

PAYMENT TERMS: NET 30 DAYS

DELIVERY: 10-12 WEEKS A.R.O., DESIGN APPROVAL OF THE SUBMITTALS (SUBJECT TO MATERIALS AVAILABILITY)

(*) DELIVERY IS SUBJECT TO PRODUCT AVAILABILITY ESPECIALLY DUE TO THE CURRENT SITUATION WITH THE COVID-19 AND RESTRICTIONS FROM THE WHO AND CDC.

THERE WILL BE A 1.5% MONTHLY FINANCE CHARGES ON ALL PAST DUE ACCOUNTS. THE QUOTE IS STRICTLY FOR THE PANELS AS PER ABOVE AND SPECIFICATIONS. SALES TAX IS NOT INCLUDED AND WILL BEADDED IF APPLICABLE. TIME AND MATERIAL WORK WILL BE BILLED AT THE END OF EACH MONTH FOR SERVICES OR ITEMS COMPLETED TO DATE. THIS QUOTE REPLACES ANY PREVIOUS VERBAL OR WRITTEN QUOTE. WRITTEN P.O. IS REQUIRED.

In the event of litigation arising from these services, quotation or this agreement, the prevailing party shall be entitled to the award of a reasonable attorney fee as part of the cost of litigation, at both trial and appellate courts
Venue shall be laid exclusively in DADE County
We trust the above is in accordance with your requirements and is sufficient to permit you to proceed with procurement of this equipment.
If you have any questions, please do not hesitate to call us.

Sincerely,

Edgar Bermudez
Sales Engineer

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL WEST WING RENOVATION PROJECT'S CONTINGENCY AMOUNT BY AN ADDITIONAL ONE HUNDRED NINE THOUSAND SIX HUNDRED DOLLARS ($109,600.00), CHANGING THE ORIGINAL CONTRACT AMOUNT TO A NOT TO EXCEED AMOUNT OF SIX HUNDRED FIFTY-SEVEN THOUSAND AND SIX HUNDRED DOLLARS ($657,600.00); 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-AWARD-CH-2NDFLOOR-RENOV-110921revSRevFJR (Finance 10-26)-rev2FJR, R-2022- West Wing Renovation Project Contingency Increase, CO#4 Asbestos Abatement Services, Pending, CO#9 Roof Struct Reinforcement and Prep, CO#10 Mod Bridge Struct Supports

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 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: APPROVE TO INCREASE THE CONTINGENCY AMOUNT FOR AN ADDITIONAL $109,600.00 FOR THE "CITY HALL 2ND FLOOR RENOVATION" WITH S3S CONSTRUCTION

Request

The Public Services Department (PSD) is requesting the adoption of a resolution authorizing approval of additional contingency funding in the amount of $109,600 for the City Hall West Wing Renovation Project.

Background

The West Wing Project has been in the discussion and planning stage since late 2020. Its aim is two-fold: (1) to make the second floor of City Hall fully compliant with the American with Disabilities Act (ADA); and (2) to transform a space that has been used primarily for storage for over a decade into usable, efficiently laid out office space. More specifically, the west wing section of City Hall is being planned as future office space for the elected officials and a city department. On October 15, 2021, one contractor, S3S, responded to the ITB and was awarded the contract via Resolution 2021-174 (November 9, 2022), in the amount of $548,000.00.

During the early stages of construction, S3S discovered asbestos in the floor tiles. This required immediate removal. The first change order (CO 1) to remove the asbestos was approved by the City Manager in the amount of $24,971.76. After the demolition was completed, the City Engineer was notified of life and safety concerns associated with further unforeseen conditions identified by the contractor. These unforeseen factors are related to structural deficiencies and require immediate assessment. After careful review, it was determined that the contingency amount allocated for this project is not enough to cover these unforeseen conditions.

The aforementioned conditions identified result in a second change order to provide required additional structural supports. These reinforcing components will be installed onto the existing roof in order to adequately support the weight of the building's new air conditioner. The new AC unit will be larger and heavier than the existing unit, and the contractor will perform the structural modifications at the cost of $17,297.43

The third change order required is for the internal bridge connecting the west wing section to the elevator in City Hall. The design architect had preliminarily determined that there was a concrete wall that would support the column; however, after opening up the area, it was found that there was no concrete support present. This would mean that the new beam to be installed to provide support for the bridge would not have a suitable support structure to be attached to. This situation constitutes an unacceptable safety deficiency. The engineering solution required calls for a new support beam to be installed, along with the relocation of an existing air conditioning diffuser and supply duct. The cost of this modification is $8,542.13

Budgetary Impact

The initial cost of the project is $548,000.00, including a $15,000 contingency (less than 3 percent). As summarized above, there have been several unforeseen conditions which will require an additional contingency amount to be allocated. Due to the age of the structure and conditions already discovered, it is the opinion of the Public Services Department that a 20 percent contingency amounting to $109,600 would be reasonable for this project and provide for other unforeseen conditions to be discovered for the duration of the project. The total resulting project cost will be $657,600. The additional funding will be funded by an appropriation of Administrative Impact Fees transferred to the project account.

Recommendation

The Public Services Department (PSD) is recommending the approval of additional contingency funding in the amount of $109,600 for the City Hall West Wing Renovation Project.

RESOLUTION NO. 2022-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL WEST WING RENOVATION PROJECT'S CONTINGENCY AMOUNT BY AN ADDITIONAL ONE HUNDRED NINE THOUSAND SIX HUNDRED DOLLARS ($109,600.00), CHANGING THE ORIGINAL CONTRACT AMOUNT TO A NOT TO EXCEED AMOUNT OF SIX HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS ($657,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the two-pronged aim of the City Hall West Wing Renovation Project is to achieve full compliance with the American with Disabilities Act (ADA) requirements and create office space for the elected officials and one small-sized City department; and

WHEREAS, during the early stages of construction, S3S Construction, Inc. (S3S) discovered asbestos in the floor tiles, which required immediate removal and generated the project's first change order in the amount of Twenty-Four Thousand Nine Hundred Seventy-One Dollars and Seventy-Six Cents ($24,971.76); and

WHEREAS, during the demolition work, the contractor identified safety deficiencies associated with further unforeseen conditions involving structural components in both the roof and the interior "bridge" passage structure; and

WHEREAS, the above referenced conditions identified resulted in a second and a third change order for the installation of structural beam and other support components totaling Seventeen Thousand Two Hundred Ninety-Seven Dollars and Forty-Three Cents ($17,297.43) and Eight Thousand Five Hundred Forty-Two Dollars and Thirteen Cents ($8,542.13), respectively; and

WHEREAS, after careful review and assessment, it was determined that the contingency amount allocated for this project is not enough to cover these unforeseen conditions and any future issues; and

WHEREAS, the need to address these unforeseen and safety related conditions call for an increase in the Project's contingency amount by One Hundred Nine Thousand Six Hundred Dollars ($109,600.00) to address these change orders and provide for any additional contingencies that may need to be funded for the rest of the project;

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

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

Section 2. That the City Commission authorizes the proper City official's approval of a Contingency fund increase in the amount not to exceed One Hundred Nine Thousand Six Hundred Dollars ($109,600.00), which changes the original not to exceed contract amount to Six Hundred Fifty-Seven Thousand Six Hundred Dollars ($657,600.00).

Section 3. That funding will be provided by an appropriation of Administrative Impact Fees transferred to the project account.

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

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

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

Prime Contract Change Order (CO)

Project Information	
Project #	210121
Title	City Hall Second Floor Renovation
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	

Prime Contract Change Order	
Contract #	001
CO #	4
Issue Date	10-Feb-2022
Subject	Asbestos Abatement Services (replaced CO#1)

Owner/Customer	
Contact	Dincer Akin Ozaydin
Company	City of Dania Beach
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	
Phone	954-924-6800
Fax	

Prime Contract Company	
Contact	Kevin Maragh
Company	S3S Construction, Inc.
Address	7320 Griffin Road Suite 222
City, State, Zip	Davie, FL 33314
Country	United States
Phone	(954) 801-7363
Fax	(954) 859-5663

You are directed to make the following changes to this Contract:

CPR # 001R1: Asbestos Abatement Services, Reference: Memo from City Manager dated 2/9/22.
During the permitting process, the Building Department required clearance from the County's Environmental Department. The Environmental Department requires an Asbestos Survey as a condition for approval. The City of Dania Beach was unable to locate the survey on file, so S3S Construction was instructed by the Project Manager to order a new one. The survey was done and Asbestos was found in the floor VCT which was covered by ceramic tiles and/or carpet.
This change proposal request is for the Asbestos removal scope of work, which includes, Asbestos Survey, Lab Testing, Abatement, and Air Monitoring services. The construction management fee for this additional scope of work is also included. See attached supporting documents for details.

All other terms and conditions of the Contract Documents shall remain in effect.

Original Contract Price	$548,000.00
Net change by previous Change Orders	$0.00
Contract Amount Prior to this Change	$548,000.00
Amount of this Change Order	$24,971.76
Revised Contract Amount, including this Change Order	$572,971.76

The Contract time due to this Change Order has increased by 14 Working Days.

Response: ☐ Accept ☐ Do Not Accept

City of Dania Beach
Company

_____ _____
By Date

S3S Construction, Inc.
Company

_____ _____
By Date

S3S CONSTRUCTION

Prime Contract Change Order (CO)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Total Price
1	CPR # 001R1: Asbestos Survey &Testing	1	LS	1,150.00	1,150.00
2	CPR # 001R1: Air Monitoring Service & Testing	1	LS	4,850.00	4,850.00
3	CPR # 001R1: Asbestos Abatement & Disposal incl. Overtime	1	LS	15,020.00	15,020.00
4	CPR # 001R1: Field General Conditions	1	LS	1,681.60	1,681.60
5	CPR # 001R1: GC Overhead & Profit	1	LS	2,270.16	2,270.16

Subtotal = $24,971.76
Tax = $0.00
Total = $24,971.76

Prime Contract Change Order (CO)

Project Information	
Project #	210121
Title	City Hall Second Floor Renovation
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	

Prime Contract Change Order	
Contract #	001
CO #	9
Issue Date	16-Mar-2022
Subject	Roof Structure Reinforcement for New RTU

Owner/Customer	
Contact	Dincer Akin Ozaydin
Company	City of Dania Beach
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	
Phone	954-924-6800
Fax	

Prime Contract Company	
Contact	Kevin Maragh
Company	S3S Construction, Inc.
Address	7320 Griffin Road Suite 222
City, State, Zip	Davie, FL 33314
Country	United States
Phone	(954) 801-7363
Fax	(954) 859-5663

You are directed to make the following changes to this Contract:

CO # 9: Roof Structure Reinforcement for New RTU

This change proposal request is in reference to the Engineer of Records revised drawing sheet S-3 rev 1, which calls for additional structural steel supports to be added to the existing roof in order to support the weight of the new AC RTU. According to the EOR, the existing RTU curb will not support the new RTU which is larger and heavier than the existing RTU. This change significantly affects several trades including the Mechanical Subcontractor, who will have to mobilize the crane one extra day to remove the existing RTU in order to prepare the area for a new RTU curb; the roof repair will be much more significant due to the flashing and sealing of a completely new curb; and finally the structural fabricator who will be adding the reinforcement to the roof structure.

All other terms and conditions of the Contract Documents shall remain in effect.

Original Contract Price	$548,000.00
Net change by previous Change Orders	$24,971.76
Contract Amount Prior to this Change	$572,971.76
Amount of this Change Order	$17,297.43
Revised Contract Amount, including this Change Order	$590,269.19

The Contract time due to this Change Order has increased by 5 Working Days.

Response: ☐ Accept ☐ Do Not Accept

City of Dania Beach		S3S Construction, Inc.	
Company		Company	
By	Date	By	Date

S3S CONSTRUCTION

Prime Contract Change Order (CO)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Total Price
1	CPR # 9: Roof Structural Steel Support	1	LS	10,982.17	10,982.17
2	CPR # 9: Mechanical, additional crane service, and new roof curb preparation	1	LS	1,500.00	1,500.00
3	CPR # 9: New RTU Curb Flashing, Roofing (allowance)	1	LS	1,000.00	1,000.00
4	CPR # 9: Field General Conditions	1	LS	1,078.57	1,078.57
5	CPR # 9: GC Overhead & Profit	1	LS	2,184.11	2,184.11
6	CPR # 9: Payment and Performance Bond	1	LS	552.58	552.58

Subtotal = $17,297.43
Tax = $0.00
Total = $17,297.43

BOSTIC STEEL

DATE: 3/4/2022

JOB: DANIA CITY HALL RENO & ADDITION
CONTRACTOR: S3S CONSTRUCTION
ATTN: KEVIN MARAGH

ADDITIONAL WORK REQUIRED

BOSTIC STEEL R.C.O. # 2.1

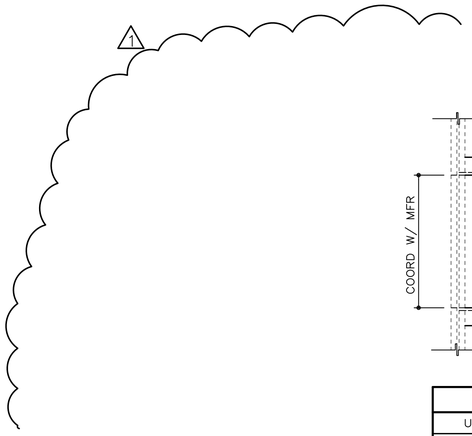
REF: BOSTIC STEEL REQUEST FOR CHANGE ORDER **JOB# 2182**

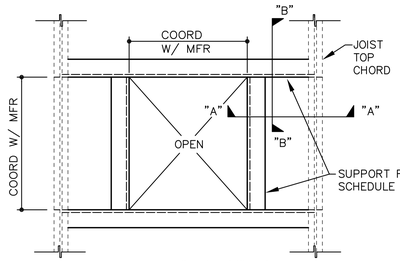
ITEM #	DESCRIPTION	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNITS SHOP	LABOR UNITS FIELD	LABOR EXTENSION SHOP	LABOR EXTENSION FIELD	TAX	TOTAL LABOR	10% OVERHEAD	5% PROFIT	TOTAL
						$65.22	$65.22							
	FURNISH & INSTALL STEEL ANGLE REINFORCEMENT AT THE NEW RTU AS PER DRAWING S-3 REV #1 DATED 2/17/22. **ROOF REPAIR & DECKING IS BY OTHERS. EXCLUDES ENGINEERING. LAYOUT OF EQUPMENT & CURB BY OTHERS. APPROVAL & AS-BUILT DRAWINGS NOT INCLUDED. ALL MATERIAL TO BE FABRICATED ON-SITE.**													
1	**ROOF OPENINGS:**	2		EA										
2	L3 X 3 X 1/4 STL. ANGLE FRAMING	8	$47.78	EA	$382.20					$26.75		$40.90	$20.45	$470.30
3	**RTU SUPPORT FRAME:**													
4	L4 X 3-1/2 X 5/16 STL. SUPPORT ANGLES X 2'-0"	10	$30.03	EA	$300.30					$21.02		$32.13	$16.07	$369.52
5	L4 X 3-1/2 X 5/16 STL. SUPPORT ANGLES X 4'-6"	2	$47.78	EA	$95.55					$6.69		$10.22	$5.11	$117.57
6	L3 X 3 X 1/4 STL. VERT. ANGLES X 2'-0"	20	$19.11	EA	$382.20					$26.75		$40.90	$20.45	$470.30
7	L2 X 2 X 3/16 STL. STIFFENER ANGLE	20	$9.52	EA	$190.32					$13.32		$20.36	$10.18	$234.19
9	INSTALLATION, 3 MEN X 5 DAYS	3		MEN			40.0		$7,826.40		$7,826.40	$782.64	$391.32	$9,000.36
10	FABRICATION DRAWINGS (IN-HOUSE)	4	$65.00	HRS	$260.00					$18.20		$27.82	$13.91	$319.93
	TOTAL ADD FOR THIS RCO:	**$10,982**			**$1,610.57**		**120.0**		**$7,826.40**	**$112.74**	**$7,826.40**	**$954.97**	**$477.49**	**$10,982.17**

LIST OF QUALIFICATIONS:

1 ONLY THE ITEMS LISTED ABOVE ARE INCLUDED IN THIS PROPOSAL.
2 PRICE IS BASED ON A STANDARD 40 HOUR WORK WEEK, NO ALLOWANCE FOR OVERTIME IS INCLUDED.
3 WRITTEN DIRECTIVE TO PROCEED WITH THIS WORK IS REQUIRED PRIOR TO ANY FABRICATION.
4 SHOP PRIMER OF EXPOSED SURFACES IS INCLUDED.

AUTHORIZATION TO PROCEED, PRICING ACCEPTED BY:_____ **DATE:** _____

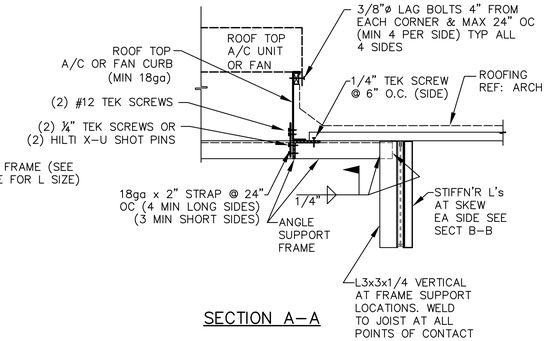




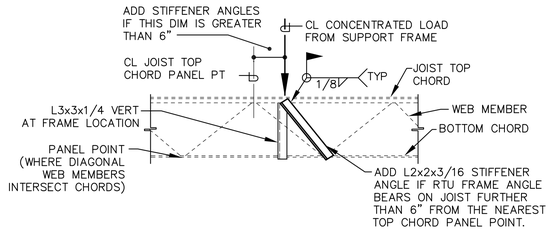
PLAN AT EXISTING

ROOF TOP UNIT FRAME SCHEDULE	
UNIT WEIGHT	ANGLE SIZE
676 – 1500 lbs	L4x3 1/2x5/16 LLH

NOTES
1. VERIFY ALL DIM'S, DETAILS, AND UNIT ORIENTATION W/ MECH CONTRACTOR BEFORE FABRICATION.
2. A/C UNIT TOTAL WEIGHT–SEE PLAN FOR WEIGHT AND FRAME SCHEDULE FOR ANGLE FRAME SIZE.
3. PROVIDE L3x3x1/4 FRAME AT ALL OPNGS GREATER THAN 12" ON ANY SIDE.
4. THE ANGLE FRAME SHALL BE PROVIDED SO THAT THE ENTIRE PERIMETER OF THE RTU CURB IS SUPPORTED.
5. IF EXISTING BRIDGING/BLOCKING IS NECESSARY TO BE REMOVED DURING NEW EQUIPMENT PLACEMENT THEN REINSTALL BACK AT OR NEAR THE EXISTING LOCATION WHERE THEY BELONGED.
6. AVOID PLACING SUPPLY/RETURN OPENINGS ON EXISTING JOISTS.



SECTION A–A



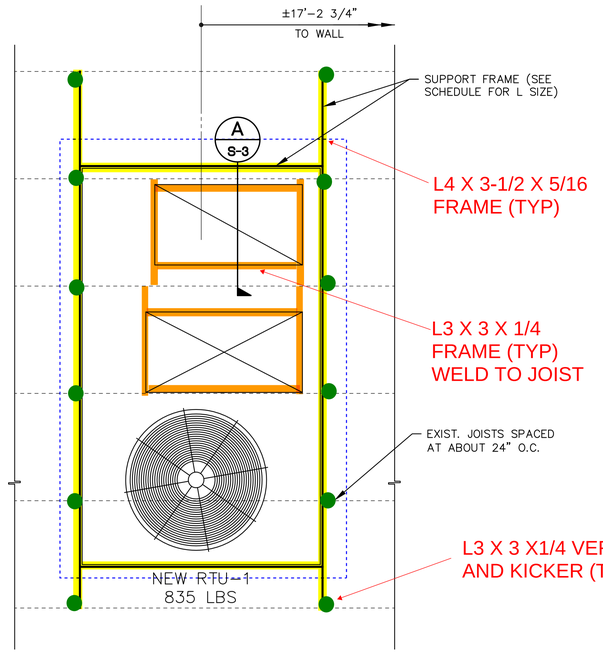
SECTION B–B

A DET. MECH ROOF SUPPORT

SCALE: N.T.S.

WIND DESIGN DATA:
WIND PER FBC 7TH EDITION AND ASCE 7–16
Vult = 170 MPH; Vall = 132 MPH
Qult = 57.3 PSF; Qall = 34.4 PSF
FOR NEW AC UNIT ON ROOF:
GCf = 1.9 FOR LATERAL
GCf = 1.5 FOR VERTICAL
LATERAL FORCE = 1.9 * 34.4 PSF = 64.4 PSF
UPLIFT FORCE = 1.5 * 34.4 PSF = 51.6 PSF
LATERAL AND UPLIFT FORCES ACT AT SAME TIME

ROOF DESIGN LOADS		
TOP CHORD LIVE LOAD	TOP CHORD DEAD LOAD	BOTTOM CHORD DEAD LOAD
20 PSF	20 PSF	5 PSF



ROOF NOTES:
ALL FRAMING SHOWN IS EXISTING.
SCOPE OF WORK IS LIMITED TO THE NEW AC UNIT AND ROOF REPAIR AS SHOWN.

PARTIAL ROOF FRAMING PLAN

SCALE: 3/4"=1'–0"

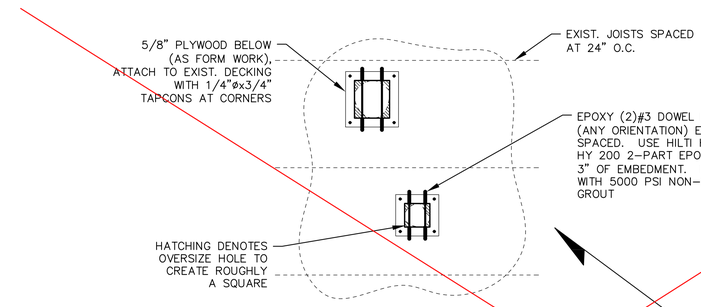
CITY HALL RENOVATION/ ADDITION FOR CITY OF DANIA

100 W. DANIA BEACH, BLVD
DANIA BEACH, FL 33004

SALTZ MICHELSON ARCHITECTS
3501 GRIFFIN ROAD
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx: (954) 266-2701
sma@saltzmichelson.com

AA-0002897

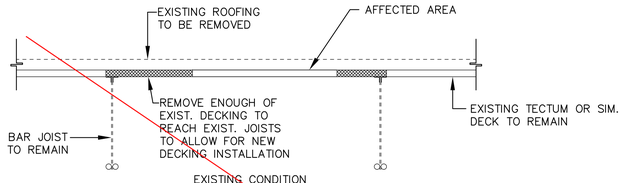
JOHNSON STRUCTURAL GROUP E.B. #00008893
MARK JOHNSON, P.E. #51983, SE08
20423 STATE ROAD 7, SUITE F6215
BOCA RATON, FL 33498
(P)(561) 982-8999
EMAIL: mark@johnsonstructural.com
WWW.JOHNSONSTRUCTURAL.COM
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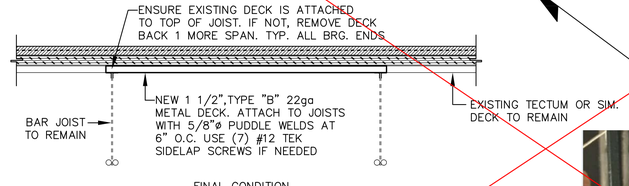
1 2ND. FLOOR REPAIR AT OLD BATHROOM

SCALE: N.T.S.





EXISTING CONDITION

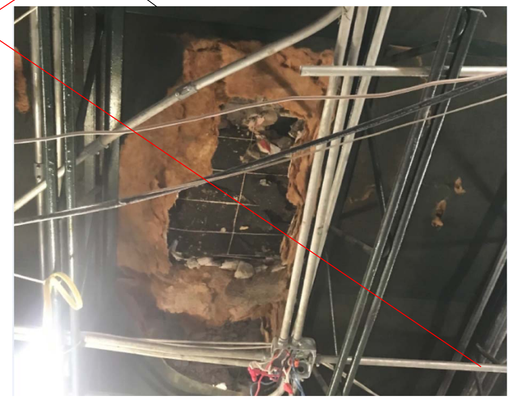


FINAL CONDITION

2 ROOF REPAIR

SCALE: NT.S

This repair was done by others during the week of 2/14/22 per the Client's direction. S3S was not involve in the repair.



RECEIVED
02/21/2022
S3S Construction

Project No.:
21047
Drawn By:
M.J.
Checked By:
P.S.
DATE:
08-06-2021

REVISIONS
GEN. COORD 02-17-22

MISC. REPAIRS AND NEW RTU

S-3

1

UNIQUE AIR CONDITIONING INC
2672 NW 31 AVE
LAUDERDALE LAKES FL 33311
uniquerhvac@yahoo.com
PH # 954-318-2006
FAX # 954-318-2005

INVOICE

SCO#1 RTU Curb

S 3 S Construction
RE: 210121
Dania Beach City Hall Renovation
100 W. Dania Beach Blvd.
Dania Beach, Fl 33304

Attn: Kevin Maragh
954-801-7363

Invoice #	0000586
Invoice Date	03/08/2022
Due Date	03/08/2022

Item	Description	Unit Price	Quantity	Amount
	CHANGE ORDER: We hereby request payment for the installation of a new AC curb to be mounted on new structural steel. Total Material and Labor	1500.00	1.00	1,500.00

Subtotal	1,500.00
Total	1,500.00
Amount Paid	0.00
Balance Due	$1,500.00

Prime Contract Change Order (CO)

Project Information	
Project #	210121
Title	City Hall Second Floor Renovation
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	

Prime Contract Change Order	
Contract #	001
CO #	10
Issue Date	16-Mar-2022
Subject	Modification to New Bridge Structural Supports

Owner/Customer	
Contact	Dincer Akin Ozaydin
Company	City of Dania Beach
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	
Phone	954-924-6800
Fax	

Prime Contract Company	
Contact	Kevin Maragh
Company	S3S Construction, Inc.
Address	7320 Griffin Road Suite 222
City, State, Zip	Davie, FL 33314
Country	United States
Phone	(954) 801-7363
Fax	(954) 859-5663

You are directed to make the following changes to this Contract:

CO#10: Modification to New Bridge Structural Supports
This CO is in reference to RFI#10 Bridge Structural Obstruction, and the revised structural drawings S-1, S-2 Rev 2 issued by the EOR dated 3/12/22.
The amount of this CO will cover the direct cost to modify the already fabricated structural members and fabricate and install all additional members shown on the above referenced drawings. This CO also includes the following indirect costs that are associated with this scope change: additional field general conditions, Bond, and GC's fee.

All other terms and conditions of the Contract Documents shall remain in effect.

Original Contract Price	$548,000.00
Net change by previous Change Orders	$24,971.76
Contract Amount Prior to this Change	$572,971.76
Amount of this Change Order	$8,542.13
Revised Contract Amount, including this Change Order	$581,513.89

The Contract time due to this Change Order has increased by 5 Working Days.

Response: ☐ Accept ☐ Do Not Accept

City of Dania Beach	S3S Construction, Inc.
Company	Company
By _____ Date _____	By _____ Date _____

S3S CONSTRUCTION

Prime Contract Change Order (CO)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Total Price
1	CPR # 10: Bridge Structural Modification	1	LS	6,308.01	6,308.01
2	CPR # 10: Remove and Re-install AC Diffuser and Supply Duct	1	LS	350.00	350.00
3	CPR # 10: Field General Conditions	1	LS	532.64	532.64
4	CPR # 10: GC's Overhead & Profit	1	LS	1,078.60	1,078.60
5	CPR # 10: Bond	1	LS	272.88	272.88

Subtotal = $8,542.13
Tax = $0.00
Total = $8,542.13

BOSTIC STEEL

DATE: 3/15/2022

JOB: DANIA CITY HALL RENO & ADDITION
CONTRACTOR: S3S CONSTRUCTION
ATTN: KEVIN MARAGH

ADDITIONAL WORK REQUIRED

BOSTIC STEEL R.C.O. # 3.0

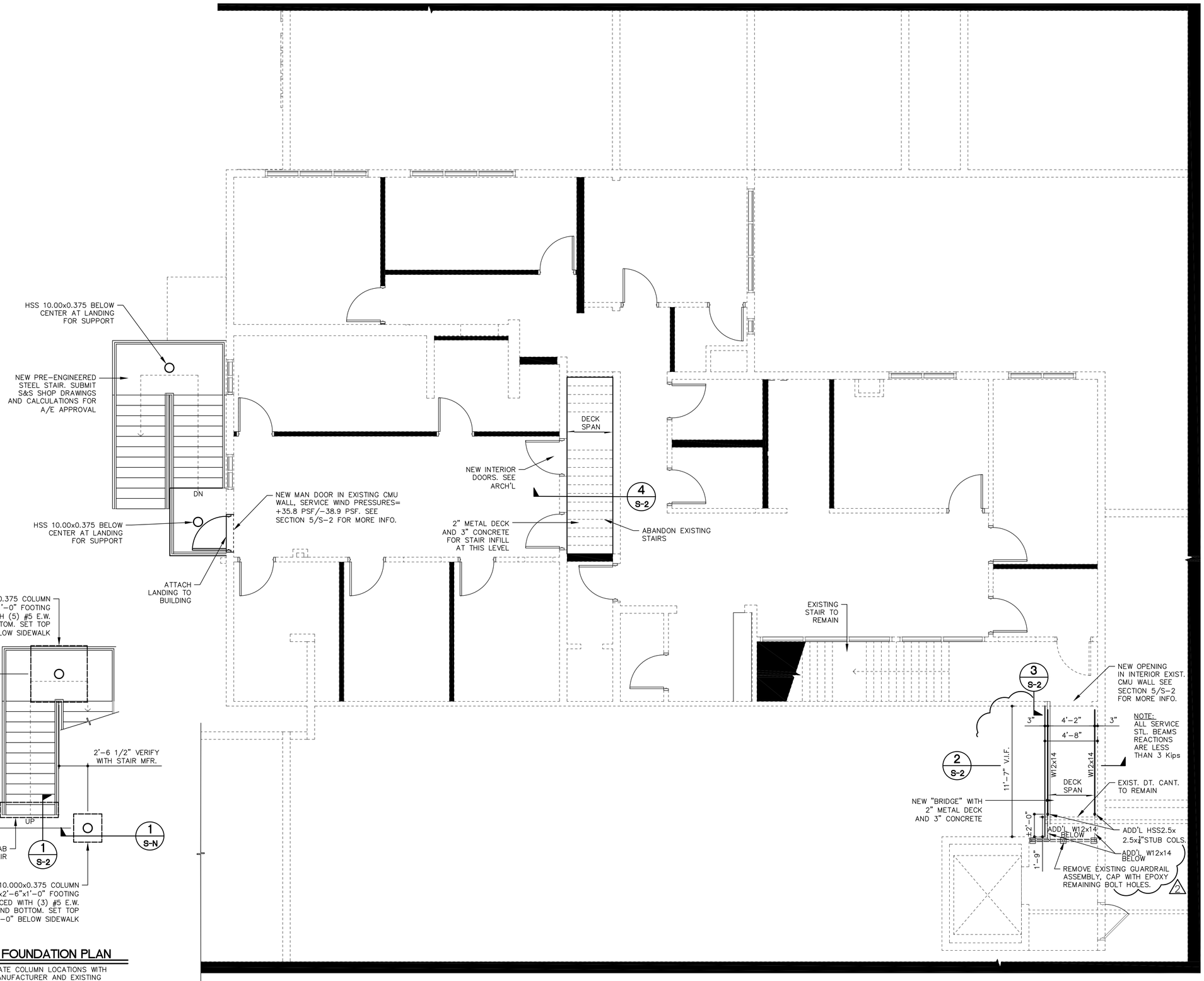
REF: BOSTIC STEEL REQUEST FOR CHANGE ORDER **JOB# 2182**

ITEM	#	DESCRIPTION	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNITS SHOP	LABOR UNITS FIELD	LABOR EXTENSION SHOP	LABOR EXTENSION FIELD	TAX	TOTAL LABOR	10% OVERHEAD	5% PROFIT	BOND	TOTAL
							$65.22	$65.22								
		MODIFY EXISTING STEEL BRIDGE BEAMS, ANGLES & RAILINGS.														
		ADD NEW W12 X 14 BEAMS & HSS 2-1/2" X 2-1/2" X 1/4" STUB COLUMNS														
		AS PER REV #2 BRIDGE COORD. DATED 3/12/22.														
1		MODIFY FABRICATED W12 X 14 BEAMS	2		EA		1.0		$130.44			$130.44	$13.04	$6.52		$150.01
2		MODIFY FABRICATED L5 X 3 X 1/4 ANGLES	2		EA		0.5		$65.22			$65.22	$6.52	$3.26		$75.00
3		MODIFY FABRICATED GUARDRAIL	1		EA		2.0		$130.44			$130.44	$13.04	$6.52		$150.01
4		MODIFY FABRICATED DECKING	1		EA		0.5		$32.61			$32.61	$3.26	$1.63		$37.50
5		ADD BASE PLATE	1	$7.46	EA	$7.46					$0.52		$0.80	$0.40		$9.18
6		4 - LDT ANCHORS	4	$2.50	EA	$10.00					$0.70		$1.07	$0.54		$12.31
7		NEW HSS 2-1/2" X 2-1/2" X 1/4" STUB COL.	2	$69.32	EA	$138.65	1.0		$130.44		$9.71	$130.44	$27.88	$13.94		$320.61
8		NEW W12 X 14 STL. BRIDGE BEAMS	2	$364.00	EA	$728.00	2.0		$260.88		$50.96	$260.88	$103.98	$51.99		$1,195.81
9		L4 X 4 X 3/8 CLIP ANGLES	4	$19.11	EA	$76.44	0.25		$65.22		$5.35	$65.22	$14.70	$7.35		$169.06
10		3/4" A325 BOLTS	18	$3.75	EA	$67.50					$4.73		$7.22	$3.61		$83.06
11		3/4" X 5" HILTI KB3 EXP. BOLTS	8	$3.75	EA	$30.00					$2.10		$3.21	$1.61		$36.92
12		NEW W12 X 14 STL. BEAM AT ELEV.	1	$364.00	EA	$364.00	2.0		$130.44		$25.48	$130.44	$51.99	$26.00		$597.91
13		L4 X 4 X 3/8 CLIP ANGLES	2	$19.11	EA	$38.22	0.25		$32.61		$2.68	$32.61	$7.35	$3.68		$84.53
14		3/4" A325 BOLTS	6	$3.75	EA	$22.50					$1.58		$2.41	$1.20		$27.69
15		3/4" X 5" HILTI KB3 EXP. BOLTS	4	$3.75	EA	$15.00					$1.05		$1.61	$0.80		$18.46
16		FABRICATION DRAWINGS	8	$65.00	HRS	$520.00					$36.40		$55.64	$27.82		$639.86
17		ADDED INSTALLATION, 3 MEN X 1.5 DAYS	3		MEN			12.0		$2,347.92		$2,347.92	$234.79	$117.40		$2,700.11
		TOTAL ADD FOR THIS RCO:	**$6,308**			**$2,017.76**	**15.0**	**36.0**	**$978.30**	**$2,347.92**	**$141.24**	**$3,326.22**	**$548.52**	**$274.26**		**$6,308.01**

LIST OF QUALIFICATIONS:

1. ONLY THE ITEMS LISTED ABOVE ARE INCLUDED IN THIS PROPOSAL.
2. PRICE IS BASED ON A STANDARD 40 HOUR WORK WEEK, NO ALLOWANCE FOR OVERTIME IS INCLUDED.
3. WRITTEN DIRECTIVE TO PROCEED WITH THIS WORK IS REQUIRED PRIOR TO ANY FABRICATION.
4. SHOP PRIMER OF EXPOSED SURFACES IS INCLUDED.
5. **EXCLUDES ENGINEERING**

AUTHORIZATION TO PROCEED, PRICING ACCEPTED BY:_____ **DATE:** _____



1 **STAIR FOUNDATION PLAN**

COORDINATE COLUMN LOCATIONS WITH STAIR MANUFACTURER AND EXISTING BUILDING OVERHANG

PARTIAL SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

CITY HALL RENOVATION/ ADDITION FOR CITY OF DANIA

100 W. DANIA BEACH, BLVD
DANIA BEACH, FL 33004

MARK JOHNSON LICENSE NO. 51983 STATE OF FLORIDA PROFESSIONAL ENGINEER

SALTZ MICHELSON ARCHITECTS
3501 GRIFFIN ROAD
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx: (954) 266-2701
sma@saltzmichelson.com

AA-0002897

JOHNSON STRUCTURAL GROUP E.B. #00008893
MARK JOHNSON, P.E. #51983, SECB
20423 STATE ROAD 7, SUITE F6215
BOCA RATON, FL 33498
(P)(561) 982-8999
EMAIL: mark@mjnastructural.com
WWW.MJOHNSONSTRUCTURAL.COM

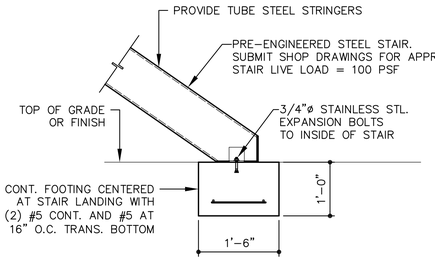
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Project No.: 21047
Drawn By: M.J.
Checked By: P.S.
DATE: 08-06-2021

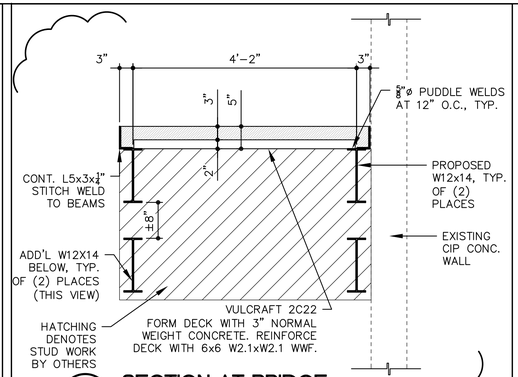
REVISIONS
1 GEN. COORD. 02-17-22
2 BRIDGE COORD. 03-12-22

PARTIAL SECOND FLOOR PLAN

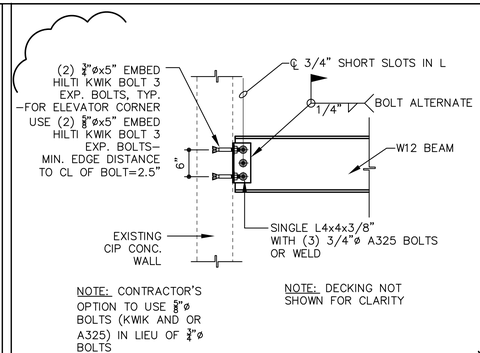
S-1



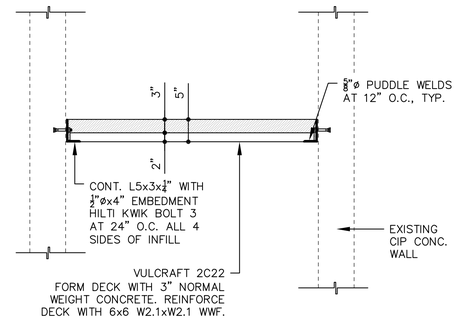
1 SECTION AT STAIR LANDING



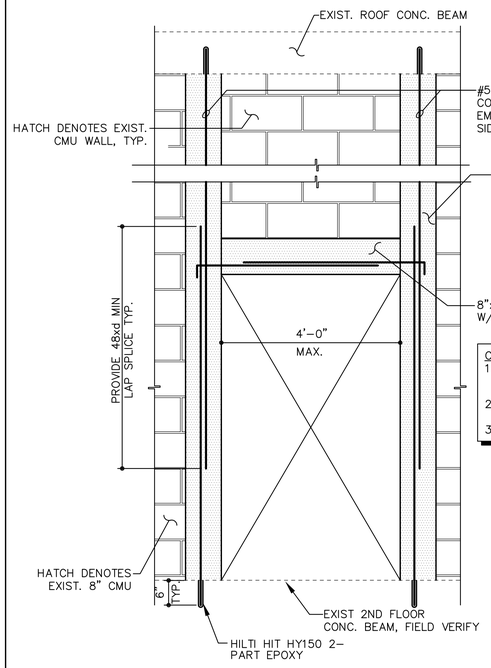
2 SECTION AT BRIDGE



3 BEAM TO WALL CONNECTION

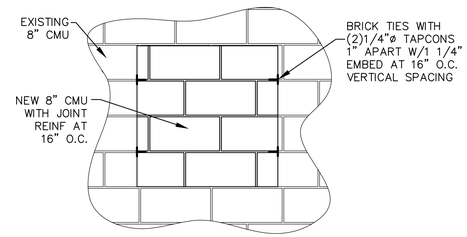


4 SECTION AT STAIR INFILL

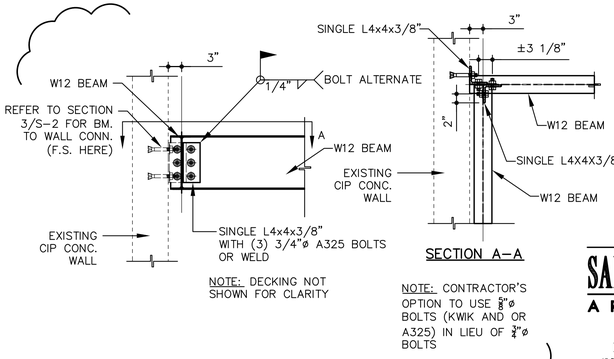


CONSTRUCTION NOTES:
1-REMOVE FACE SHELL & EPOXY VERTICAL STEEL
2-FILL VERTICAL CELLS AND HEADER.
3-SAW CUT & REMOVE REMAINING CMU.

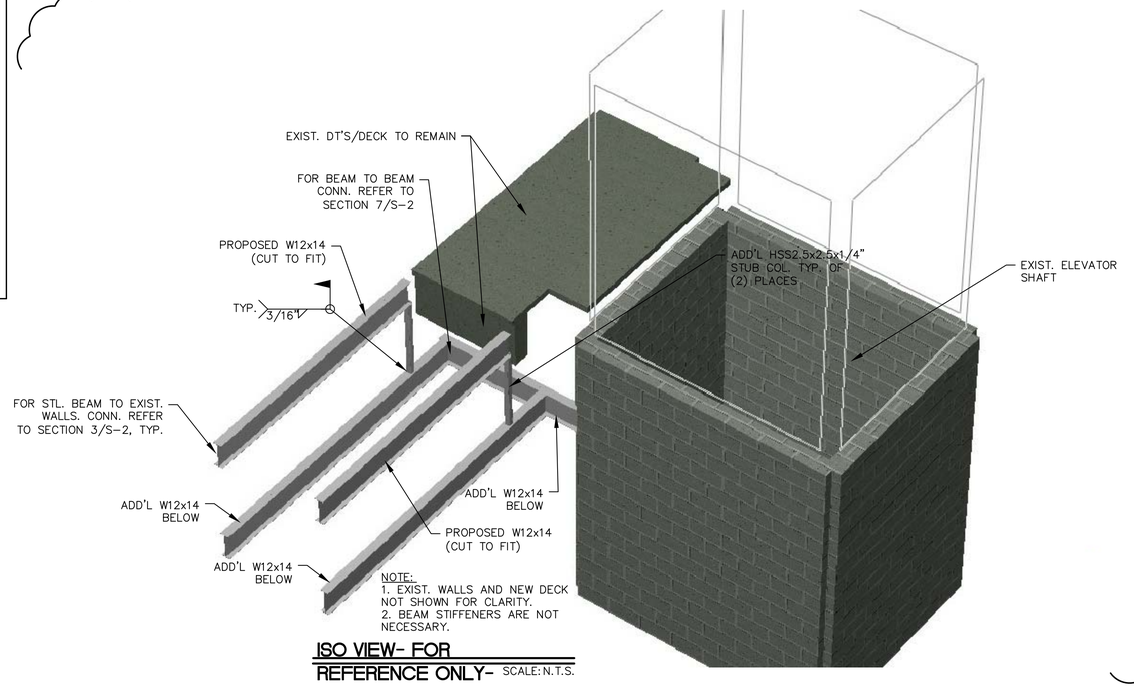
5 ELEVATION @ NEW MAN DOOR



6 ELEVATION @ INTERIOR ENCLOSURE
SCALE: N.T.S.



7 BEAM TO BEAM CONNECTION



ISO VIEW- FOR REFERENCE ONLY- SCALE: N.T.S.

CITY HALL RENOVATION/ ADDITION FOR CITY OF DANIA

100 W. DANIA BEACH, BLVD
DANIA BEACH, FL 33004

MARK JOHNSON LICENSE NO. 51983 STATE OF FLORIDA PROFESSIONAL ENGINEER

SALTZ MICHELSON ARCHITECTS
3501 GRIFFIN ROAD
Ft. Lauderdale, FL 33312
(954) 266-2700 Fx: (954) 266-2701
sma@saltzmichelson.com
AA-0002897

JOHNSON STRUCTURAL GROUP E.B. #00008893
MARK JOHNSON, P.E. #51983, SECB
20423 STATE ROAD 7, SUITE F6215
BOCA RATON, FL 33498
PH:(561) 862-8999
EMAIL: mark@johnsonstructural.com
WWW.JOHNSONSTRUCTURAL.COM
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Project No.: 21047
Drawn By: M.J.
Checked By: P.S.
DATE: 08-06-2021

REVISIONS
1 GEN. COORD. 02-17-22
2 BRIDGE COORD. 03-12-22

STRUCTURAL DETAILS

S-2

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT ORDINANCE AMENDING CHAPTER 13, ENTITLED "HEALTH AND SANITATION", AT SECTION 13-69, ENTITLED "SERVICE PROVIDED BY THE CITY", TO CREATE AN IRREPARABLE FINE FOR VIOLATING THE CITY'S BULK TRASH CODE; PROVIDING FOR CODIFICATION

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM TX-26-22 Bulk Trash text amendment 1st Reading (002), O-2022- Amending Ch. 13, Sec. 13-69 to Create Irreparable Fine for Violating Bulk Trash Code, TX-026-22 Bulk Application

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: March 22, 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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.10 13:07:52 -05'00'

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community Development, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2022.03.09 15:54:16 -05'00'

SUBJECT: **TX-026-22:** The applicant, City of Dania Beach, is requesting to amend the bulk trash pickup regulations currently identified in the City's Code of Ordinances. (FIRST READING).

Request

TEXT AMENDMENT

Staff is proposing an amendment to the City's Code of Ordinances, Section 13-69, relating to Bulk Trash pickup. The City's goal is to maintain trash-free streets and to address violators who fail to abide by the City's Bulk Trash pickup schedule, which includes placing bulk trash at the curb no more than twenty-four (24) hours prior to pick up, as permitted by the City's Code of Ordinance. Failure to abide by this regulation will result in a fine issued to the property owner.

The text amendment allows the City to impose a fine, in addition to recovering cost associated with removal of the trash. This is intended to encourage compliance with the City's Bulk Trash schedule, thereby keeping the local City streets pristine and free of trash. A separate action will be required to establish the amount of violation fee, which is anticipated to be as much as $250.00.

This item requires two readings at the City Commission.

Budgetary Impact

The proposed ordinance enables the City to impose a fine for non-compliance to the City's Bulk Trash pickup schedule.

Recommendation

Approve the ordinance on first reading.

ORDINANCE NO. 2022-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED "HEALTH AND SANITATION", AT SECTION 13-69, ENTITLED "SERVICE PROVIDED BY THE CITY", TO CREATE AN IRREPARABLE FINE FOR VIOLATING THE CITY'S BULK TRASH CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Chapter 13 of the City's Code of Ordinances entitled "Health and Sanitation," to provide for solid waste collection and procedures, which includes garbage pickup and disposal, recycling pickup and disposal and bulk trash procedures, including pickup and disposal; and

WHEREAS, Section 13-69, of the City's Code entitled "Service Provided by the City" provides for bulk trash pickup for single family residential and up to 4 units of multifamily and procedures relating to the bulk pickup; and

WHEREAS, the City's current code provides for bulk pick up on certain days, and a process for calling for a special bulk pickup, if needed on different days, or more frequently needed, or larger than the normal bulk pickup; and

WHEREAS, the Code does not provide for a fine associated with violating the bulk pickup provisions of the Code, rather, it just charges the resident the actual cost for having to order additional pickups; and

WHEREAS, the lack of a fine creates a disincentive to adhering to the City's bulk pickup rules and regulations; and

WHEREAS, the City desires to ensure that the streets and homes of the City's residents are properly maintained, are groomed, and free from dumping and overwhelming bulk trash; and

WHEREAS, the City believes it is in the best interests of the residents of the City for the City to create a fine, that is irreparable, meaning, that the fine is automatically imposed upon a finding of the special magistrate of a violation, and there is no additional time provided to remedy or cure the violation; and

WHEREAS, the City Commission wishes to implement the fine provisions to ensure that the City's bulk waste rules and regulations are enforced,

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

Section 1. That Chapter 13 entitled Health and Sanitation, at Section 13-69, entitled "Service provided by City," is amended as follows:

CHAPTER 13

HEALTH AND SANITATION

* * *

Sec. 13-69. Service provided by city.

* * *

(b) *Bulk trash pickup.*

(1) For all residential units and multi-residential family buildings containing no more than four (4) units, the city shall provide pickup, once a month, of bulk trash as defined in this chapter.

(2) The maximum amount of bulk trash to be picked up shall be six (6) cubic yards (approximately five (5) feet by six (6) feet) per residential unit. Bulk trash exceeding the maximum cubic yards will require a special pickup as described in subsection (d) below.

(3) Bulk trash must be placed and will be collected from the swale area of city residential customers for pickups as scheduled by the city. Bulk trash shall not be placed upon any swale area more than twenty-four (24) hours before a scheduled pickup date. Bulk trash placed upon a swale more than twenty-four (24) hours before a scheduled pickup date is a violation of this section. The violation is considered to be irreparable in nature and is subject to a fine. ~~The notice of violation shall provide a compliance date and allow for the correction of the violation by such date for the bulk trash pile in question. If the violation still exists after the compliance date, the~~ In addition to the fine, the city will schedule the pile to be picked up. All costs associated with removal and disposal of the trash pile, including a charge for dispatching and travel costs, if applicable, even if the pile is removed by the owner after the compliance deadline date, will be the responsibility of the owner, tenant or account holder of the location in question.

* * *

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 part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on March 22, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC	TAMARA JAMES
CITY CLERK	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:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: TX-26-22

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: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** City of Dania Beach

Address of Applicant: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendment to amend the bulk trash pick up regulations currently identified in code of ordinance

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 8th **DAY OF** March **, 20** 22

By:

ELEANOR NORENA
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida**)**

DEBORAH E. SABINO
MY COMMISSION # GG 303020
EXPIRES: March 12, 2023
Bonded Thru Notary Public Underwriters

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: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-002 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION AND BACKUP POWER TO CITY HALL" AND AUTHORIZING THE RANKING OF THE CONSULTANTS; 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-CHALLRETROFITSDESIGN-CGA-RANKING-ENGINEERING-032222, R-2022- City Hall HGMP Wind Retrofit Project Ranking and Bid Award to Calvin, Giordano & Associates for Professional Engineering Services (RFQ 22-002)

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 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 TO RANK THE CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES RFQ 22-002 FOR CITY HALL WIND RETROFIT AND EMERGENCY GENERATOR

Request

The Public Services Department (PSD) is requesting the adoption of a resolution authorizing the approval ranking of the consultants for professional engineering design services for RFQ 22-002 for providing wind retrofitting and an emergency backup generator for City Hall.

Background

The City entered into an agreement with the Florida Division of Emergency Management (FDEM) by Resolution 19-136, to wind retrofit City Hall and replace its emergency generator.

Since Federal Funds are going to be used in this project, FDEM does not allow the City to use firms by utilizing a continuing services contract for the existing consultants. On August 25, 2021, the City issued a Request for Qualifications (RFQ) 21-023. On September 24, 2021, two firms (2) responded to RFP 21-023: KPI Engineering; and SGM Engineering, Inc. The Consultants' Competitive Negotiation Act (CCNA) requires three respondents for a valid solicitation. As a result, the City issued a second RFQ (22-002) on January 14, 2022. On February 11, 2022, three firms responded to RFP 22-002: Calvin Giordano and Associates; Saltz-Michelson Architects, Inc., and SGM Engineering, Inc. The Bid Committee, consisting of the Deputy Director of Public Services, Public Services Fleet Manager, and the CIP and Grant Administrator, met on February 23, 2022, to review and evaluate the proposals, and the following is the ranking of the firms:

1.	Calvin Giordano and Associates	283
2.	SGM Engineering, Inc.	266
3.	Saltz-Michelson Architects, Inc.	257

The Bid Committee determined that Calvin, Giordano & Associates, Inc. is the most qualified consultant for this project.

\continued…

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Budgetary Impact

After the City Commission approves the ranking of the design firms assessed, the Bid Committee will negotiate a contract price with the highest ranked engineering design firm and will then bring back an agenda item to the City Commission to authorize the contract award.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing the rank of the design consultants for RFQ-22-002 for designing wind retrofit and replace the emergency generator for City Hall.

RESOLUTION NO. 2022-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-002 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION AND BACKUP POWER TO CITY HALL", AND AUTHORIZING THE RANKING OF THE CONSULTANTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Administration was authorized under Resolution 2021-036 to enter into an agreement with the Florida Division of Emergency Management (FDEM) for Hazard Mitigation Grant Program Funds ("HMGP") awarded under the Federal Emergency Management Agency ("FEMA") to wind retrofit and replace the emergency generator for the City Hall; and

WHEREAS, the City issued Request for Qualifications ("RFQ") No. 21-023 on August 25, 2021, to contract with a qualified consultant to provide general professional engineering services for design work for the City Hall Wind Retrofit Project; and

WHEREAS, RFQ No. 21-023 received only two (2) respondents making it an invalid solicitation under the Consultants' Competitive Negotiation Act; and

WHEREAS, the City re-issued the RFQ on January 14, 2022, to contract with a qualified consultant to provide general professional engineering services for design work for the City Hall Wind Retrofit Project; and

WHEREAS, responses were opened on February 11, 2022, at 10:00 a.m. from the three (3) respondents and the Selection Committee selected the three highest-ranked design firms based on their qualifications; and

WHEREAS, an Evaluation Committee consisting of the City's Deputy Director of Public Services, the Fleet Manager, and the CIP/Grants Administrator, met on February 23, 2022, to review and evaluate three (3) submittals which were ranked as follows:

1.	Calvin, Giordano & Associates, Inc.	283 points
2.	SGM Engineering, Inc.	266 points
3.	Saltz-Michelson Architects, Inc.	257 points; and

WHEREAS, after an extensive evaluation process which included a review of each firm's experience, area of expertise, minority and women certification, and recent/current project workloads, the Selection Committee ranked the top three firms and recommended the highest-ranked firm, Calvin, Giordano & Associates, Inc. be selected for contract negotiations;

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 proper City officials are authorized to commence contract negotiations with Calvin, Giordano & Associates, Inc.

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

Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on March 22, 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: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT ORDINANCE PURSUANT TO FLORIDA STATUTE SECTIONS 163.3184, 163.3161(10) AND 187.101(3), THE CITY AMENDS ITS COMPREHENSIVE PLAN, TO CREATE ELEMENT 11, ENTITLED "PROPERTY RIGHTS ELEMENT

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM LU-087-21, SR LU-087-21, O-2022-002 Comprehensive Plan Amendment (LU-087-21) to Create Element 11, Property Rights Element, LU-087-21 Application OPT

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: March 22, 2021

TO: Honorable Mayor and Commissioners

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

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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.07 14:36:58 -05'00'

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community Development, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2022.03.07 14:10:15 -05'00'

SUBJECT: **LU-087-21:** The applicant, City of Dania Beach, is requesting a Comprehensive Plan Amendment to add a Property Rights Element to the document (SECOND READING).

Request:
To add a Property Rights Element to the Comprehensive Plan.

Background
The State of Florida established state statutes requiring that certain language be added to municipal Comprehensive Plans relating to property rights. This amendment request adds a new Element to the City's Comprehensive Plan entitled Property Rights. The purpose of the Property Rights Element is to respect judicially acknowledged and constitutionally protected private property rights.

The City is initiating the amendment at this time, coinciding with the ongoing Water Supply Plan, that will soon be incorporated into the City's Comprehensive Plan. The State will not accept any amendments to the Comprehensive Plan without the required Property Rights language included.
This item requires two readings.

Budgetary Impact
None

Recommendation
Approve the ordinance on second and final reading.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: March 22, 2021

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

FROM: Eleanor Norena, CFM, Director

VIA: Candido Sosa-Cruz, Deputy City Manager
Corinne Lajoie, AICP, Assistant Director

SUBJECT: **LU-087-21:** The applicant, City of Dania Beach, is requesting a Comprehensive Plan Amendment to add a Property Rights Element to the document (SECOND READING).

Request

COMPREHENSIVE PLAN AMENDMENT

To add a Property Rights Element to the Comprehensive Plan.

Background

The State of Florida established state statutes requiring that certain language be added to municipal Comprehensive Plans relating to property rights. This amendment request adds a new Element to the City's Comprehensive Plan entitled Property Rights. The purpose of the Property Rights Element is to respect judicially acknowledged and constitutionally protected private property rights.

The City is initiating the amendment at this time, coinciding with the ongoing Water Supply Plan, that will soon be incorporated into the City's Comprehensive Plan. The State will not accept any amendments to the Comprehensive Plan without the required Property Rights language included.

The Goal, Objective and Policies established with the creation of this Element are identified below.

GOAL - To meet the requirements of Chapter 163.3177, as amended, to require a property rights element.

Objective 1 – Private Property Rights

To ensure that judicially acknowledged and constitutionally protected private property rights continue to be respected and considered in local decision-making.

Policy 1.1 The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

Policy 1.2 The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 The City will continue to respect the judicially acknowledged and constitutionally protected right of the property owner to privacy and to exclude others from their property to protect the owner's possessions and property.

Policy 1.4 The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to dispose of their property through sale or gift.

This item was reviewed and approved by the Florida Department of Economic Opportunity and must be approved on second reading by the City Commission.

City Commission Previous Action

On December 14, 2021, the City Commission approved this item on first reading.

Recommendation

Approve the ordinance on second and final reading.

ORDINANCE NO. 2022-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO FLORIDA STATUTE SECTIONS 163.3184, 163.3161(10) AND 187.101(3), THE CITY AMENDS ITS COMPREHENSIVE PLAN, TO CREATE ELEMENT 11, ENTITLED "PROPERTY RIGHTS ELEMENT;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach adopted its Comprehensive Plan, which plan provides for the 20 year vision of the future for the City, and includes such elements as Future Land Use Element, Capital Improvements Element, Water Supply Element, etc.; and

WHEREAS, the Florida Legislature passed Senate Bill 496, which was signed into law by the Governor, at Law of Florida 2021-195, which law amended Florida Statute Section 163.3167, and became effective on July 1, 2021; and

WHEREAS, the new law requires that governmental entities respect judicially acknowledged and constitutionally protected private property rights, and requires that each local government "shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making;" and

WHEREAS, additionally, the local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
3. The right of a property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

and,

WHEREAS, the City seeks to amend its Comprehensive Plan to add the Property Rights Element, consistent with state law;

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 Comprehensive Plan is amended to read as follows:

CITY OF DANIA BEACH
COMPREHENSIVE PLAN

* * *

ELEMENT 11

PROPERTY RIGHTS ELEMENT

* * *

I. PURPOSE

The purpose of the Property Rights Element is to respect judicially acknowledged and constitutionally protected private property rights. The local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.

This Element has been prepared to satisfy requirements as set forth in Chapter 163.3161(10) and 187.101(3), F.S.

II. GOALS, OBJECTIVES, AND POLICIES

GOAL - To meet the requirements of Chapter 163.3167, as amended, to require a property rights element.

Objective 1 – Private Property Rights
To ensure that judicially acknowledged and constitutionally protected private property rights continue to be respected and considered in local decision-making.

Policy 1.1 The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights.

Policy 1.2 The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 The City will continue to respect the judicially acknowledged and constitutionally protected right of the property owner to privacy and to exclude others from their property to protect the owner's possessions and property.

Policy 1.4 The City will continue to respect the judicially acknowledged and constitutionally protected right of a property owner to dispose of their property through sale or gift.

* * *

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 March 22, 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

DANIA BEACH
SEA IT, LIVE IT LOVE IT

Standard Development Application

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: 10-18-21

Petition No.: LU-087-21

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: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** City of Dania Beach

Address of Applicant: 100 W. Dania Beach Boulevard

Business Telephone: (954) 924-6805 X 3704 Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Creation of the Property Rights Element of the City's Comprehensive Plan consistent with State Statues

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 28 **DAY OF** October, 2021

By:

Eleonora Moreno
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida**)**

DEBORAH E. SABINO
MY COMMISSION # GG 303020
EXPIRES: March 12, 2023
Bonded Thru Notary Public Underwriters

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 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE CITY'S CODE OF ORDINANCES AMENDING CERTAIN PROVISIONS TO FURTHER ESTABLISH IRRIGATION RESTRICTIONS BY AMENDING CHAPTER 27, ENTITLED "WATER AND SEWERS", AT ARTICLE II, ENTITLED "WATER USE AND WATER SHORTAGE REGULATIONS," AMENDING SECTION 27-38, ENTITLED "DEFINITIONS," AMENDING SECTION 27-39 ENTITLED "APPLICABILITY; INTENT AND PURPOSE", AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION", PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.**(SECOND READING)***(Public Services)*

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

Fiscal Impact/Cost Summary

Exhibits Attached
C-MEMO-REVISED-IRRIGATION-ORD-2-READING-032222v2, O-2022-013 Amending Ch. 27, Art. II to Further Establish Irrigation Restrictions by Amending Sections 27-38, 27-39 and 27-43 (TX-111-21)

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: CHANGES TO THE IRRIGATION ORDINANCE – SECOND READING

Request

The Public Services Department (PSD) is requesting an update to the City Code of Ordinances Chapter 27 – Water and Sewer, Article II "Water Shortage Regulations" to more closely align with Broward County and South Florida Water Management District irrigation regulations.

Background

On January 25, 2022, a first reading was held to change Subsection 27-43 of the City Code City of Dania Beach adopted Chapter 27, entitled "Water and Sewers." Staff postponed the second reading to incorporate comments from the South Florida Water Management District. The modifications to the ordinance were such that a re-advertisement of the ordinance and the first reading is necessary.

The amendment to the irrigation ordinance includes:

- Limits irrigation from seven (7) days a week to two (2) days a week.
- Clarifies language to reflect irrigation limits are no longer during times of drought, but permanent.
- Adds definitions: established landscaping, even numbered address, landscaping, new landscaping, and odd numbered address.
- Allows for the exception of new landscaping.
- Allows for the exception of athletic fields.
- Removes the exemption for air to heat pumps.

The public hearing was property advertised by the Clerk's Office, and the first reading was held on March 8, 2022.

Budgetary Impact

There is no immediate budget impact for this item.

Recommendation

PSD recommends the City Commission approve the Ordinance at second reading.

ORDINANCE NO. 2022-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA RELATING TO THE CITY'S CODE OF ORDINANCES AMENDING CERTAIN PROVISIONS TO FURTHER ESTABLISH IRRIGATION RESTRICTIONS BY AMENDING CHAPTER 27, ENTITLED "WATER AND SEWERS", AT ARTICLE II, ENTITLED "WATER USE AND WATER SHORTAGE REGULATIONS," AMENDING SECTION 27-38, ENTITLED "DEFINITIONS," AMENDING SECTION 27-39 ENTITLED "APPLICABILITY; INTENT AND PURPOSE", AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION", PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach desires to update its Code of Ordinances relating to irrigation restrictions; and

WHEREAS, the City desires to amend and update the City's Code to establish updated rules relating to irrigation restrictions; and

WHEREAS, staff recommended approval of the proposed amendments to the Code of Ordinances in its report dated January 25, 2022; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings relating to the adoption of the Code of Ordinances amendments; and

WHEREAS, the City Commission finds that it is in the best interest of the City to adopt the amendments;

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

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

Section 2. That the City's Code of Ordinances is amended as follows:

* * *

CHAPTER 27

WATER AND SEWERS

ARTICLE II. – WATER USE AND WATER SHORTAGE REGULATIONS

* * *

Sec. 27-38. Definitions.

For the purpose of this article, the following terms, phrases, words, and their derivations, shall have the meanings given below. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

City means the City of Dania Beach, Florida.

District means the South Florida Water Management District.

Person means any person, firm, partnership, association, corporation, company, entity or organization of any kind.

Established Landscaping means landscaping planted in the ground for at least 90 days.

Even numbered address means the house address or box number ending in 0,2,4,6, and 8 or the letters A-M. Post office box numbers are not included.

Landscaping means Living plant material such as, but not limited to turf, ground cover, shrubs, vines, trees or palms and nonliving durable materials commonly used in environmental design such as, but not limited to, rocks, pebbles, sand, walls or fences and aesthetic grading and mounding: but excluding paving and structures.

New landscaping means landscaping planted in the ground for less than 90 days.

Odd numbered address means the house address or box number ending in 1, 3, 5, 7 and 9 or the letters N-Z. Post office box numbers are not included.

* * *

Sec. 27-39. Applicability; intent and purpose.

The provisions of this article shall apply to all persons using the water resource within the geographical areas year-round and those periods subject to the "water shortage" or "water shortage emergency," as determined by the district, whether from public or privately owned water utility systems, private wells or private connections with surface water bodies. This article shall not apply to persons using treated wastewater treatment plant effluent. It is the intent and purpose of this article to protect the water resources of the city from the harmful effects of over utilization year-round and during periods of water shortage and allocate available water supplies by assisting the district in the implementation of its water shortage plan.

Sec. 27-43. Permanent restrictions for lawn and landscaping irrigation.

(a) *Restrictions.* Irrigation of new and existing lawns and landscaping (jointly referred to as "landscaping" in this section) is restricted to the hours of ~~9:00 p.m. to 9:00 a.m., seven (7)~~ 12:00 a.m. to 9:00 a.m. and 9:00 p.m. to 11:59 p.m. two (2) days per week as follows:

i. Even-number addressed and rights-of-way or other locations without an address, may accomplish necessary landscape irrigation only on Thursdays, and/or Sundays.

ii. Odd-numbered addresses may accomplish necessary landscape irrigation only on Wednesdays, and/or Saturdays.

(b) *Exclusions.*

(1) Irrigation of new and established landscaping with reclaimed wastewater shall not be restricted. Low-volume irrigation of new and established landscaping shall not be restricted. Hand watering using a self-canceling nozzle shall not be restricted.

(2) Irrigation of established landscaping for purposes of watering-in insecticides, fungicides and herbicides, where watering-in is required by the manufacturer or by federal, state or local laws, with the following conditions:

(a) Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer.

(b) Such watering -on shall be accomplished during normally allowable watering days and times set forth in subsection (A) above unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity. ~~shall not be restricted.~~

(3) The operation of irrigation systems for cleaning and maintenance purposes shall be limited to the minimum necessary to maintain efficient operation of the system and each irrigation system zone may be tested not more than once each week for no longer than ten minutes; however, if such cleaning and maintenance is required more than once per week, then the property owner is required to show proof or provide evidence of that need to the department.

~~(4) Disposal wells for water-to-air heat pumps are encouraged; however, existing installations which discharge water to irrigation systems are exempt from the restrictions of this section.~~

(4) Athletic playing fields

(5) New landscaping.

* * *

Section 3. That if any clause, section, sentence or phrase of this Ordinance is for any reason held unconstitutional or invalid by a 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, resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading on March 8, 2022.

PASSED AND ADOPTED on second reading on March 22, 2022.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC	TAMARA JAMES
CITY CLERK	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 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($1,100,000.00) TO FUND THE CITYWIDE STORMWATER MASTER PLAN PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)***(Public Services)*

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

Fiscal Impact/Cost Summary

Exhibits Attached
C-MEMO-$1M-ORDINANCE-SWMP-2NDREADING030822 3-2 rev, O-2022-014 Authorize Expenditure of Funds Exceeding $1M for Citywide Stormwater Master Plan Project

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: EXPENDITURE OF CITY FUNDS TO EXCEED $1M FOR THE CITYWIDE STORMWATER MASTER PLAN- SECOND READING

Request

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed One Million Dollars for the Citywide Stormwater Master Plan Project.

Background

The City applied to the Florida Department of Economic Opportunity (DEO) for grant funds to offset the costs of developing a citywide stormwater master plan. DEO awarded the City $795,000 in grant funds with the condition the City provide a match of $265,000. The project budget and scope of work submitted to the DEO was based upon similar stormwater master plans recently developed in South Florida.

On November 9, 2021, the City Commission approved Resolution 2021-166 to authorize the Administration to enter into a funding agreement with the DEO to develop a citywide stormwater master plan with a budget of $1,100,000.

Budgetary Impact

The Florida Department of Economic Opportunity will provide the funding for this project in the amount of $795,000, and $265,000 will come from the City's Net Assets.

Recommendation

It is recommended that the City Commission adopt an Ordinance to authorize the expenditure of City funds exceeding one million dollars for the Citywide Stormwater Master Plan Project.

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS ($1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF ONE MILLION ONE HUNDRED THOUSAND DOLLARS ($1,100,000.00) TO FUND THE CITYWIDE STORMWATER MASTER PLAN PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, "Certain Expenditures" of Article 3, "Powers of the City", of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars ($1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for the Citywide Stormwater Master Plan Project will exceed the monetary threshold of $1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the project estimate of $1,100,000.00, being approved by the City Commission;

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars ($1,000,000.00) in connection with the Citywide Stormwater Master Plan Project.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on March 8, 2022.

PASSED AND ADOPTED on second reading on March 22, 2022.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC	TAMARA JAMES
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT ORDINANCE CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE "LAND DEVELOPMENT CODE", ARTICLE 811 ENTITLED "PUBLIC ART PROGRAM," BY CREATING SECTION 811-130, ENTITLED "PUBLIC ART ADVISORY BOARD," AND BY REMOVING ALL REFERENCE IN SECTIONS 811-20 AND 811-30 TO THE CREATIVE ARTS COUNCIL ADVISORY BOARD ("CACAB") AS THE CACAB HAS BEEN DISSOLVED; PROVIDING FOR THE APPOINTMENT AND TERMS OF MEMBERS, AS WELL AS DUTIES AND RESPONSIBILITIES

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM TX-019-22 PAAB text amendment 1st reading, SR TX-019-22 PAAB text amendment - 1st Reading, O-2022- Text Amendment (TX-019-22) Amending Ch. 28, Art. 811, Creating Art. 811-130 Entitled Public Art Advisory Board, TX-019-22 PAAB Application

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: March 22, 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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.07 14:41:06 -05'00'

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community Development, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2022.03.07 14:19:19 -05'00'

SUBJECT: **TX-019-22:** The Applicant, the City of Dania Beach, is requesting a text amendment to the Public Art Program as identified in the City's Land Development Code.

Request:

To amend the City's Land Development Code (LDC) eliminating reference to the Cultural Art Council Advisory Board and establishing the Public Art Advisory Board as identified in Article 811 entitled "Public Art Program".

Background

The City of Dania Beach has made significant gains recently in the area of Public Art, which include the following actions:

- December 10, 2019 – City Commission adopted the Public Art Ordinance (O-2019-025)
- February, 2020 – Community Development began to collect .5% of construction value for development projects on $1M in value or greater.
- October 13, 2020 – City Commission approved Broward County Cultural Arts Division (consultant) to draft the City's Public Art plan (R-2020-115)
- June 22, 2021 - City Commission adopted the City's Public Art Plan (R-2021-085)
- December 14, 2021 – City Commission approved Public Art Consultant (R-2021-194)
- January, 2022 – City executed contract for Public Art Consultant
- January, 2022 – Community Development held orientation meeting Public Art Consultant
- February 8, 2022 – City Commission dissolved the Cultural Arts Council Advisory Board (R-2022-021)

Community Development is requesting the amend the existing provisions in the City's LDC entitled "Public Art Program" to incorporate the Public Art Advisory Board and the processes identified in the City Commission approved Public Art Plan. On March 16, 2022, the Planning and Zoning Board heard this item. The Board's recommendation will be presented at the City Commission meeting.

Budgetary Impact

None.

Recommendation

Approve the ordinance on first reading

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: March 22, 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

SUBJECT: **TX-019-22:** The Applicant, the City of Dania Beach, is requesting a text amendment to the Public Art Program as identified in the City's Land Development Code.

Request

TEXT AMENDMENT

To amend the City's Land Development Code (LDC) eliminating reference to the Cultural Art Council Advisory Board and establishing the Public Art Advisory Board as identified in Article 811 entitled "Public Art Program".

Background

The City of Dania Beach has made significant gains recently in the area of Public Art, which include the following actions:

- December 10, 2019 – City Commission adopted the Public Art Ordinance (O-2019-025)
- February, 2020 – Community Development began to collect .5% of construction value for development projects on $1M in value or greater.
- October 13, 2020 – City Commission approved Broward County Cultural Arts Division (consultant) to draft the City's Public Art plan (R-2020-115)
- June 22, 2021 - City Commission adopted the City's Public Art Plan (R-2021-085)
- December 14, 2021 – City Commission approved Public Art Consultant (R-2021-194)
- January, 2022 – City executed contract for Public Art Consultant
- January, 2022 – Community Development held orientation meeting Public Art Consultant
- February 8, 2022 – City Commission dissolved the Cultural Arts Council Advisory Board (R-2022-021)

TEXT AMENDMENT

At this time Community Development is requesting the amend the existing provisions in the City's LDC entitled "Public Art Program" to incorporate the Public Art Advisory Board and the processes identified in the City Commission approved Public Art Plan. These processes are identified below.

Public Art Advisory Board (PAAB) Membership

The proposed ordinance identifies the composition of the PAAB as followings:

- Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.
- Three (3) city residents with a strong interest and knowledge of the visual arts; whom shall have been a resident of the City of Dania Beach for a minimum of six (6) months prior to any such appointment. For the first appointment to the Board, the two members may be selected from the formerly active Creative Arts Council Advisory Board.

Each of the members may be appointed by any City Commissioner. The City Commission shall appoint one (1) City Commissioner to sit as a liaison to the Board. Such appointed City Commissioner liaison shall serve a term consistent with the duration of their election term and without compensation at the pleasure of the City Commission of the City of Dania Beach.

Duties

The duties and responsibility of the newly created Public Art Advisory Board will include the following tasks:

- Review and propose artwork items to be acquired under the City public art program
- Issue recommendations to the City Commission for all artwork program acquisitions
- Oversee the public education, and curatorial aspects of the program
- Prepare a budget for staff and other expenditures necessary to operate the program and shall deliver an annual report to the City Commission
- Screen submissions to recommend to the City Commission for final authorization for each acquisition
- Review and assist with defining the scope of collections for the City's Public Art collection
- Review applications from private developers submitted to meet the City's requirement for public art
- Collaborate with the City Manager on the development of the Annual Public Art Plan
- Recommend approval of the Annual Public Art Plan to City Commission
- One member will chair Artist Selection Panel meetings for each project and communicate Panel recommendations
- Review the Public Art Plan as needed.
- Maintain current knowledge of developments and issues in the visual arts and public art
- Attend dedication ceremonies for new public art projects
- Participate in community engagement activities for public art
- Ensure that public art is placed in all sectors of the City.

This text amendment requires a recommendation by the Planning and Zoning Board. The item will then require two (2) readings by the City Commission.

Planning and Zoning Board Recommendation

On March 16, 2022, the Planning and Zoning Board heard this item. The Board's recommendation will be presented at the City Commission meeting.

Recommendation

Approve the text amendment ordinance on first reading.

ORDINANCE NO. 2022-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE "LAND DEVELOPMENT CODE", ARTICLE 811 ENTITLED "PUBLIC ART PROGRAM," BY CREATING SECTION 811-130, ENTITLED "PUBLIC ART ADVISORY BOARD," AND BY REMOVING ALL REFERENCE IN SECTIONS 811-20 AND 811-30 TO THE CREATIVE ARTS COUNCIL ADVISORY BOARD ("CACAB") AS THE CACAB HAS BEEN DISSOLVED; PROVIDING FOR THE APPOINTMENT AND TERMS OF MEMBERS, AS WELL AS DUTIES AND RESPONSIBILITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that it is advisable to create a Public Art Advisory Board to assist the City on the use of public art funds;

WHEREAS, the City Commission desires to create the Board with the same formality as the Public Art Program was created to ensure transparency and accountability as to any expenditure of funds under the Public Art Program;

WHEREAS, the City Commission wished to implement the recommendations identified in the adopted Dania Beach Public Art Plan on June 22, 2021, by Resolution number 2021-085;

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

Section 1. That Article 811 entitled the "Public Art Program," is amended to create the Public Art Program, at Section 811-130, which states:

ARTICLE 811. PUBLIC ART PROGRAM

Sec. 811-20. Definitions.

For the purposes of this section, the following words and phrases shall have the following meanings:

Building means any structure that encloses space and is used or built for the shelter or enclosure of persons, businesses, or property.

~~*Creative Arts Council Advisory Board ("CACAB"),* or other body as approved by the City Commission, means an entity appointed by the City Commission to help administer the public art program and make recommendations to the City Commission regarding acquisition of public art to fulfill the requirements of this article.~~

Public art plan shall mean a plan adopted by the City Commission, pursuant to a recommendation by the Public Art Advisory Board ~~CACAB, or other body as appointed by the City Commission~~, which shall identify locations for public art and establish a priority order to the City Commission, and which shall be amended from time to time, to ensure a coherent program for acquisition of public art, and program implementation guidelines.

Public Art Advisory Board is the entity appointed by the City Commission to help administer the public art program and to advise the City Commission on all matters regarding the public art program and the public art collection.

* * *

Public place means any exterior area on public or private property within the City which is easily accessible or clearly visible to the general public from adjacent public property such as a street or other public thoroughfare or sidewalk.

Sec. 811-30. Public art plan and implementation guidelines.

(A) The City Commission shall adopt a public art plan ~~and program guidelines~~. The public art plan and program guidelines shall be reviewed and recommended by the Public Art Advisory Board ~~CACAB, or other body as appointed by the City Commission~~ and shall be adopted by resolution of the City Commission. Amendments to the public art plan and program guidelines shall be reviewed and adopted in the same manner as the initial public art plan and program guidelines.

(B) The City Commission shall make final decisions for all public art acquisitions in accordance with this article and the public art plan and implementation guidelines. ~~The City Commission shall oversee the public education, and curatorial aspects of the program. The City Commission shall have authorization for each acquisition.~~

* * *

Sec. 811-130. Public Art Advisory Board

There shall be created a Public Art Advisory Board whose membership, meetings, duties, and other responsibilities are as described below:

(A) *Membership.* The Board shall be composed of the following members:

(i) Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.

(ii) Three (3) city residents with a strong interest and knowledge of the visual arts; whom shall have been a resident of the City of Dania Beach for a minimum of six (6) months prior to any such appointment. For the first appointment to the

Board, the two members may be selected from the formerly active Creative Arts Council Advisory Board.

(iii) Each of the members may be appointed by any City Commissioner. That the City Commission shall appoint one (1) City Commissioner to sit as a liaison to the Board. Such appointed City Commissioner liaison shall serve a term consistent with the duration of their election term and without compensation at the pleasure of the City Commission of the City of Dania Beach.

(iv) The City Commission shall vote on the selection of each member. The required quorum shall consist of four members.

(B) *Meetings.* If any member fails to attend three (3) meetings shall automatically be removed from the board, and the City Commission shall promptly fill that vacancy. Board meets a minimum of four (4) times per year but may meet more frequently as needed.

(C) *Conflict of interest.* If any member of the Board shall find that his private or personal interests are involved in the matter coming before the Board, he shall disqualify himself from all participation in that matter. No member of the Board shall have his or her work of art considered or approved by the Board during their term of service on the Board or for one-year thereafter.

(D) *Duties.* The board shall review and propose artwork items to be acquired under the City public art program. The board shall issue a recommendation to the City Commission for all artwork program acquisitions in accordance with this division. The board shall oversee the public education, and curatorial aspects of the program. The City Manager, or his/her designee shall provide support to the City-designated Public Art Consultant and Board. City Manager, or designee, shall prepare a budget for staff and other expenditures necessary to operate the program and shall deliver an annual report to the City Commission. The board shall screen submissions and will recommend to the City Commission for final authorization for each acquisition not more than three possible selections, which may be existing works of art or new works or art or new commissions. That the duties and responsibilities of such Board shall be to:

(i) Review and assist with defining the scope of collections for the City's Public Art Collection;

(ii) Review applications from private developers submitted to meet the City's requirement for public art;

(iii) Collaborate with the City Manager on the development of the Annual Public Art Plan;

(iv) Recommend approval of the Annual Public Art Plan to City Commission;

(v) One member will chair Artist Selection Panel meetings for each project and communicate Panel recommendations;

(vi) Review the Public Art Plan as needed;

(vii) Maintain current knowledge of developments and issues in the visual arts and public art;

(viii) Attend dedication ceremonies for new public art projects;

(ix) Participate in community engagement activities for public art;

(x) Ensure that public art is placed in all sectors of the City.

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 part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on March 22, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

_____	_____
THOMAS SCHNEIDER, CMC	TAMARA JAMES
CITY CLERK	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:** _____ ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd: 02/16/22

Petition No.: TX-019-22

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: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative **(circle one)** City of Dania Beach

Address of Applicant: 100 West Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendment to the Public Art Program as identified in the City ' s Land Development Code

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ **(individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.**

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 8th **DAY OF** March, **20** 22

By:

Eleanor Norena
_____
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida**)**

NOTARY PUBLIC STATE OF FLORIDA
DEBORAH E. SABINO
MY COMMISSION # GG 303020
EXPIRES: March 12, 2023
Bonded Thru Notary Public Underwriters

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: Resolution

Continued from: March 8, 2022

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION APPROVING THE REQUESTS SUBMITTED BY CITY PLACE APARTMENTS, LTD., ON BEHALF OF THE PROPERTY OWNER PALMIERS INVESTMENTS, LLC, FOR A SITE PLAN (SP-078-21), DESIGN VARIATIONS (OT-100-21, OT-101-21 AND OT-102-21) AND VARIANCES (VA-103-21, VA-104-21, VA-004-22 AND VA-020-22) FOR THE PROPERTIES LOCATED AT 59-65 SW 3 AVENUE, 114-122, 128, 130 AND 134 MONROE UDELL STREET, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM - SP-078-21 et.al. - Cityplace, SR- SP-078-21 et. al. - City Place, R-2022- City Place Apartments Site Plan (SP-078-21), Design Variations (OT-100-21, OT-101-21, OT-102-21) and Variances (VA-103-21, VA-104-21, VA-004-2, Architectural Plans, Location Map (City Place), Landscape Plans, Civil Plans, Application and Additional Backup

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: March 22, 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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.14 09:10:25 -04'00'

SUBJECT: **SP-078-21/OT-100-21/OT-101-21/OT-102-21/VA-103-21/VA-104-21/VA-004-22:** The Applicant, City Place Apartments, Ltd., on behalf of the property owner Palmiers Investments, LLC., requests approval of a Site Plan, Design Variations and Variances to allow the construction of a multifamily development on the property at 59-65 SW 3 AVE, 114-122, 128, 130 and 134 Monroe Udell (SW 1st) Street.

Request:

To allow the development of a mixed-income, mixed-use structure, consisting of 110 dwelling units, 2,500 square feet of commercial space, a parking garage and on street parking.

Background

The subject property is a 1.24 acre parcel lying at the northeast corner of SW 3rd Avenue and SW 1st Street. The site is zoned City Center (CC) and is in the Regional Activity Center (RAC) and currently contains several residential buildings.

The project is proposed as an affordable housing project, which will be receiving state and local government subsidy. The request is to construct a mixed-income rental apartment building consisting of 110 units. The building will contain 28 one-bedroom units and 82 two-bedroom units. On-site professional management is planned, including a leasing office, clubroom, fitness center, business center, laundry facility, and commercial space. The development will meet the National Green Building certification standards.

Budgetary Impact

Approval of the project will enable this site to be redeveloped, expanding the City's tax roll.

Recommendation

Approve the resolution approving the Site Plan, Variances and Design Variations, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: March 22, 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 and Zoning Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=cosacruz@daniabeachfl.gov, c=US
Date: 2022.03.14 09:05:31 -04'00'

Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community Development, email=clajoie@daniabeachfl.gov, c=US
Date: 2022.03.15 17:17:50 -03'00'

Digitally signed by Richard Lorber
Date: 2022.03.10 15:15:09 -05'00'

SUBJECT: **SP-078-21/OT-100-21/OT-101-21/OT-102-21/VA-103-21/VA-104-21/VA-004-22:** The Applicant, City Place Apartments, Ltd., on behalf of the property owner Palmiers Investments, LLC., requests approval of a Site Plan, Design Variations and Variances to allow the construction of a multifamily development on the property at 59-65 SW 3 AVE, 114-122, 128, 130 and 134 Monroe Udell (SW 1st) Street.

Request

VARIANCES

1) MAXIMUM BUILDING LENGTH

To allow a maximum building length of 361 feet 8 inches where a maximum of 150 feet is permitted per Section 230-10 of the Land Development Code (LDC).

2) STREET TREES

To allow a total of 11 street trees along S.W. 3rd Avenue and S.W. 1st Street where a minimum of 36 street trees is required per Section 307-20 of the LDC.

3) LANE WIDTH

To allow one 10 foot wide travel lane for the east side of S.W. 3rd Avenue, 6 foot wide by 20 foot long parallel parking spaces, crown roadway cross-section, and 2 foot wide type 'F' curb and gutter where one 9 foot wide travel lane for the east side of S.W. 3rd Avenue, 7 foot wide 20 foot long parallel parking spaces, inverted crown roadway cross-section, and Type 'D' curbing is required by Section 815-10 of the LDC.

4) REQUIRED PARKING

To waive ten (10) of the one hundred and fifty-four (154 spaces – Alternative Parking Plan) minimum required off-street parking required by Section 265-50 of the LDC.

DESIGN VARIATIONS

1) UPPER STORY SETBACK STANDARDS
Design Variation to waive the City Center (CC) District – Upper story setback standards (OT-100-21).

2) LANDSCAPING REGULATIONS
Design Variation to waive the Landscaping Regulations (OT-101-21).

3) FRONTAGE TYPES
Design Variation to waive the Frontage Types (OT-102-21).

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a mixed-income, mixed-use eight (8) story structure, consisting of 110 dwelling units, 2,500 square feet of commercial space, a parking garage and on street parking.

PROPERTY INFORMATION

FLUM DESIGNATION:	Regional Activity Center (RAC)
CURRENT ZONING:	City Center District (CC)
SITE ADDRESS:	59-65 SW 3 AVE, 114-122, 128, 130 and 134 Monroe Udell Street
SITE ACREAGE:	1.24 acres (54,165 SF)
EXISTING USES:	Single Family homes and a commercial building
VIOLATIONS ON PROPERTY	No open violations on the property.

Background

The property consists of five (5) parcels over that make up over one (1.24) acre of land. Funded in part by the City of Dania Beach (R-2021-092) through a Florida Housing Finance Corporation (FHFC) Local Government Verification of Contribution Loan Form. At the time of the Applicant's presentation for the loan, it was expected that the majority of the units would be reserved for individuals making 80% or less of the Broward County AMI.

VARIANCE 1 – MAXIMUM BUILDING LENGTH

To allow a maximum building length of 361 feet 8 inches where a maximum of 150 feet is permitted per Section 230-10 of the Land Development Code (LDC).

Sec. 230-10. - Maximum building length requirements.
(C) The maximum length of a multiple-family dwelling is one hundred fifty (150) feet, unless there are at least four (4) dwelling units with exterior frontage along the length of the building, in which case the maximum allowable length shall be one hundred seventy-five (175) feet.

This provision of the LDC is intended to ensure that new buildings encourage movement and interest in the building façade, promoting good urban design.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that

the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, the applicant's justification statement is provided, as well as Community Development staff's findings in *italics*.

(1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The proposed design seeks to accommodate 110, 1- and 2-bedroom multi-family dwelling units as well as ground-floor commercial and amenity space and structured parking in a single, 8-story building located on a 1.55-gross acre site, as opposed to developing a site with multiple buildings. The intent of this provision is designed to ensure that the architectural design of multifamily residential buildings does not incorporate lengthy, continuous facades lacking architectural interest. This proposal accommodates the units as well as the parking into one functional, integrated, multiple-story building footprint, reflecting the site constraints. With a trapezoidal-shaped site just over an acre in size, the design proposes to "hug the street", maximizing the entire site. To lessen the concern for the aesthetic character, the architects have proposed facades with various towers and ornamentation that help break down the massing of this structure.

Community Development staff agrees with this assessment.

(2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The site is located within the City's designated Community Redevelopment Area (CRA) which encourages form-based zoning standards in order to develop an atmosphere for pedestrian-oriented, mixed-use development. This is often achieved with incentives such as greater density and decreased setbacks to encourage redevelopment and to provide opportunities for more housing, especially housing that is deemed to be affordable. While the neighborhood currently does not have buildings of this height and massing, this design will encourage further redevelopment that will improve the aesthetics and economic and social vitality of the area.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

(3) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

Applicant: The property is located within the Regional Activity Center (RAC) land use, the CRA and has a City Center (CC) zoning designation. This framework allows for high-density and high-rise residential development. The architectural design of this proposal is consistent with Future Land Use Element T. Local Activity Center Use, which encourages compact development with pedestrian-friendly design that further encourages a mix of uses and walkability.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan and other planning documents referenced.

(4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: Due to the size and shape of the site, the proposed solution was to develop a multiple-story building with all dwelling units integrated into a single-building, and the majority of parking internalized to the building, therefore maximizing the site's capacity. As such, the facades of the building amount to the majority of the property's length and width, exceeding the 150' maximum on the southern façade. In order to meet the code and achieve the desired density, the building would have to be taller and surface parking be provided, rather than the current proposal.

Community Development staff agrees with this justification.

(5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Applicant: The compact design of this building creates an environment for a multiple-story integrated building where parking is enclosed by the building structure, rather than creating an open parking field with multiple residential buildings of smaller size. By allowing the facades of greater length, the design achieves a unified building.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed; no further variances are required.

The Department is recommending approval of the variance as this will permit the development of an affordable housing project directly to the south of the large City garage.

VARIANCE 2 – STREET TREES
To allow a total of 11 street trees along S.W. 3rd Avenue and S.W. 1st Street where a minimum of 36 street trees is required per Section 307-20 of the LDC.

Sec. 307-20. – Street landscaping and hardscaping
(A) [Street trees.] Whenever a building is constructed, reconstructed or expanded, the owner of the lot is required to install street trees of the species, and at the spacing intervals, required by resolution of the city commission for the particular street. In the absence of a resolution passed by the city commission to this effect, the default requirement shall be Sabal palms spaced fifteen (15) feet on center along all other streets.

This provision of the LDC is intended to promote a beautiful and uniform streetscape, ensuring that street trees are planted as part of new development.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, the applicant's justification statement is provided, as well as Community Development staff's findings in *italics*.

(1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The landscape plan provides 10 street trees within the 533 linear feet of frontage along SW 3rd Avenue and SW 1st Street, while the street tree requirement totals 36 trees (1 tree per 15 ft. requirement = 36 trees). The use of 14 parallel parking spaces within both street sections is key in meeting the parking requirement generated from the alternate parking standard analysis provided with this submittal and pursuant to Sec. 265-60. Although the parallel parking leaves limited space for additional landscape islands along the perimeter frontages, parking along both frontages fosters pedestrian-friendly activity and improves the walkability of the area. The difference of 26 street trees (36 trees - 10 trees = 26 trees) is partially met by the voluntary addition of 12 trees along the north and east perimeter sides of the property. Although inclusion of the 12 trees is not a code requirement, they benefit the development by serving as a buffer from neighboring lots and provide beautification to the project.

Community Development staff agrees with this assessment.

(2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: A reduction of street trees along SW 3rd Avenue allows for efficient use of the solid waste system fronting on the roadway between the maintenance room and staircase. Solid waste containers will be brought out to the right-of-way from the trash room within the building for pickup on service days. As evidenced in the Refuse/Loading Autoturn Sheet No. C-1.2, the trash truck will use the loading zone reflected in the striped "No Parking" section of Sheet. Nos. C-1.1 & C-1.2. Use of the loading zone prevents any blocking of traffic on trash pick-up days.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

(3) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

Applicant: The property is located within the Regional Activity Center (RAC) land use and the CRA and has a City Center (CC) zoning designation. This framework allows for high-density, high-rise residential development. The architectural design of this proposal is consistent with Future Land Use Element T. Local Activity Center Use, which encourages compact development with

pedestrian-friendly design that encourages a mix of uses and walkability. The project's compact design that at the same time maximizes the use of the site, also reduces space available to street landscaping.

Objective X and Policy 10.1 of the Comprehensive Plan respectively state that "Land development regulations shall be maintained that provide for mixed land uses and other unique development techniques" and that "innovative site design and land planning shall be permitted within these [the] land development regulations." In this case, a variance is warranted in order to achieve a fiscally and functionally viable affordable housing project.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan and other planning documents referenced.

(4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: The site is a little over one acre, which is challenging to be able to provide for 110 dwelling units, service uses and necessary parking. The number of street trees provided is due to the physical limitations of the site that make it difficult to meet all the land development requirements.

Community Development staff agrees with this justification.

(5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Applicant: Although the number of street trees provided does not meet the code requirement, there are enough trees to maintain "eyes on the street" and create a natural attraction to the building since landscaping does not obstruct visibility from the street.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed; no further variances are required.

The Department is recommending approval of the variance as this will allow the development to address the street with adequate pedestrian circulation, trash pickup and on-street parking.

VARIANCE 3 – LANE WIDTH

To allow one 10 foot wide travel lane for the east side of S.W. 3rd Avenue, 6 foot wide by 20 foot long parallel parking spaces, crown roadway cross-section, and 2 foot wide type 'F' curb and gutter where one 9 foot wide travel lane for the east side of S.W. 3rd Avenue, 7 foot wide 20 foot long parallel parking spaces, inverted crown roadway cross-section, and Type 'D' curbing is required by Section 815-10 of the LDC.

Sec. 815-10. – Required Right-of-Way Widths for City Streets

(B) In the event of conflict between this article and the street sections approved by the city commission in the CRA redevelopment plan for streets within the CRA form-based zoning districts, the approved sections in the CRA redevelopment plan shall prevail over this article.

This provision is intended to promote a compact urban design for the downtown CRA area. By reducing roadway widths, the intention is to promote wider sidewalks and pedestrian areas.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, the applicant's justification statement is provided, as well as Community Development staff's findings in *italics*.

(1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The proposed crown roadway cross-section along SW 3rd Avenue, 10' northbound travel lane, 6' parallel parking spaces and 2' curb & gutter located on the east side of the road, matches the approved/proposed section along SW 1st Street. The allowance for a modified street section along SW 3rd Avenue will create symmetry with the surrounding streets and provide for a uniform development. The 1' addition to the northbound travel lane along SW 3rd Avenue from 9' to 10' allows for the efficient flow of traffic, provides adequate safety in an urban setting while discouraging speeding. Although the parallel parking spaces will be reduced by 1' from 7' to 6', a portion of the 2' curb & gutter (located between the parallel parking spaces and sidewalk) will serve as parking area.

Community Development staff agrees with this assessment. The proposed roadway configuration has been reviewed and approved by the appropriate review agencies.

(2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The existing condition along SW 3rd Avenue is a crown roadway cross-section, which is typical of like-kind road types. Maintaining the current road condition will prevent (i) potential issues with providing the adequate level of service and (ii) adverse effects to the existing drainage system.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

(3) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

Applicant: This variance is consistent with the Comprehensive Plan which encourages mixed-use, compact development with affordable dwelling units.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan and other planning documents referenced.

(4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: Lane width consistency as a continuation of an existing travel corridor, beyond the subject site, allows for continuity, safety and efficient traffic circulation. Keeping a consistent travel lane of 10' on SW 3rd Avenue (vs. the required 9' travel lane per Sec. 815-10(B), accomplishes a consistent travel lane without the use of abrupt lane transitions and variable lane widths.

Community Development staff agrees with this justification, as the Department supports policies to maintain traffic circulation and safety.

(5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Applicant: Providing similar street sections for SW 3rd Avenue and SW 1st Street, as described in the response to #1 of Variance #3 permits appropriate interaction between streets and allows traffic to move freely from one road to another. A smooth and efficient traffic circulation system is vital to preserving and stabilizing neighborhoods.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed; no further variances are required.

The Department is recommending approval of the variance as the proposed 10 foot wide lane will provide better traffic circulation without disrupting the overall street network plan.

VARIANCE 4 – REQUIRED PARKING
To waive ten (10) of the one hundred and fifty-four (154 spaces – Alternative Parking Plan) minimum required off-street parking required by Section 265-50 of the LDC.

This provision of the code promotes the provision of adequate off street parking for new developments. Alternative Parking Plans may be presented when circumstances may warrant a parking reduction.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria,

the applicant's justification statement is provided, as well as Community Development staff's findings in *italics*.

(1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The proposed plan provides for the 110, 1- and 2-bedroom multi-family dwelling units, ground floor retail and residential amenity space, and structured and parallel parking into one functional, integrated, multiple story building footprint, reflecting the site constraints of 1.24 acres. With a trapezoidal-shaped site just over an acre in size, the design proposes to "hug the street", maximizing the entire site; incorporating additional levels for parking would further increase the building height. We have submitted an Alternate Parking Analysis which was found acceptable by City Staff which concludes that only 154 spaces are needed, given the location and shared uses of residential and retail space. Over 90% ofthe provided parking is incorporated within the building and is therefore hidden from view, with the remaining 14 spaces provided as parallel parking spaces directly abutting the property along SW 3rd Avenue and SW 1 st Street. This allows for the property to maintain its aesthetic curb appeal, while providing for an ample and functional parking capacity.

In accordance with Land Development Code ("LDC") Section 265-80(2)(C), when required parking spaces are not located on the same lot and located within 1,400 feet of a lot with City Center (CC) zoning, a written agreement shall be executed by all parties concerned, and recorded in the public records. This agreement must outline terms for cross access, ingress/egress, maintenance responsibility, permissible hours of use, and enforcement procedures. The proposed lease agreement with the City of Dania Beach anticipates renting 10 parking spaces within the adjacent municipal parking garage. This would allow the property to have 154 parking spaces, consistent with the Alternate Parking Analysis, reviewed and accepted by the Development Review Committee. In the event that these additional 10 spaces are no longer available, for example, due to the expiration of the lease term, a modification to the agreement terms, or structural damage to or functional obstruction of the garage, the parking capacity on-site would be 144, which is 93 .5% of the required parking. Given the site's location in proximity to and within walking distance of a variety of commercial and civic uses, and accessibility to public transportation routes, as well as a likelihood that many of the future residents of City Place would have only one car or not own a vehicle at all, the 6.5% variance is warranted.

Community Development staff agrees with this assessment.

(2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The site is located within the City's designated Community Redevelopment Area (CRA) which encourages form-based zoning standards in order to develop an atmosphere for pedestrian-oriented, mixed-use development. This is often achieved with incentives such as greater density and decreased setbacks to encourage redevelopment and to provide opportunities for more housing, especially housing that is deemed to be affordable. While the neighborhood currently does not have buildings of this height and massing, this design will

encourage further redevelopment that will improve the overall aesthetics and economic and social vitality of the area. The adjacent properties are a City Parking garage to the north, an office building to the east and a variety of commercial and multi-family residential propelties to the south and west.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

(3) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

Applicant: The property is located within the Regional Activity Center (RAC) land use and the CRA and has a City Center (CC) zoning designation. This framework allows for high-density, high-rise residential development. The architectural design of this proposal is consistent with Future Land Use Element Local Activity Center Use, which encourages compact development with pedestrian-friendly design that further encourages a mix of uses and walkability. The project's compact design that at the same time maximizes the use ofthe site, also reduces the need for parking, due to the share of uses.

Objective X and Policy 10.1 of the Comprehensive Plan respectively state that "Land development regulations shall be maintained that provide for mixed land uses and other unique development techniques" and that "innovative site design and land planning shall be permitted within these land development regulations." In this case, a variance is warranted in order to achieve a fiscally and functionally viable affordable housing project.

This variance is therefore consistent with the Comprehensive Plan which encourages mixed-use, compact development with affordable dwelling units.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives and Policies of the Dania Beach Comprehensive Plan and other planning documents referenced.

(4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: Due to the size and shape of the site, the proposed solution was to develop a multiple-story building with all dwelling units integrated into a single-building, with parking internalized to the building, therefore maximizing the site's capacity. In order to meet the 209 parking spaces required by Code and achieve the desired density, the building would have to be significantly taller and more surface parking would have to be provided, rather than the layout of the current proposal.

With a site area a little over one acre, it is challenging to provide for 110 dwelling units and meet all land development requirements; however, the Alternate Parking Analysis, pursuant to LDC

Section 265-60, Alternate Parking Standards, concludes that only 154 spaces are needed for peak parking demand.

Community Development staff agrees with this justification.

(5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Applicant: The compact design of this building creates an environment for a multiple-story, integrated building where most of the required parking is enclosed by the building structure, rather than creating an open parking field with multiple residential buildings of smaller size. It is consistent with LDC Section 520-60, which promotes vertical parking solutions to avoid surface parking lots.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed; no further variances are required.

The Department is recommending approval of the variance as this will permit the development of an affordable housing project with adequate parking adjacent to the large City garage, in which extra parking spaces will be leased.

DESIGN VARIATION 1 - UPPER STORY SETBACK STANDARDS

The Applicant has requested a Design Variation from the City Center (CC) District – Upper story setback standards (OT-100-21). This would waive the requirement to recess the upper story above the sixth story.

303-40(P) – Upper Story Setback Standards

(i) Along west & south building sides: 10' min. upper story recess above 6th-story.
(ii) Along north building side: 18.66' min. (lot width = 155.47' x 0.12 = 18.66') upper story recess above 6th-story.

This provision of the LDC ensures that very tall buildings are set back at the upper levels to help maintain light and air and prevent overly bulky buildings.

The information for each Design Variation provided below from the applicant addresses the criteria of Section 301-50(D):

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The provision for a minimum recess of 10' and 18.66' above the 6th level of an 8-story building makes it challenging to accommodate the necessary building services (i.e., plumbing, mechanical, electrical) and the structural system of the building, with that much of a shift on a site that is only about 150' in depth. It would also have the effect of reducing the unit sizes on the upper stories.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The design elements on the facades, including balconies and eyebrows, help define movement in vertical and horizontal planes that help break down the massing and provide for an attractive façade, especially along the primary street frontages.

DESIGN VARIATION 2 - LANDSCAPING REGULATIONS
The Applicant has requested a Design Variation from the Landscaping Regulations (OT-101-21).

307-30 – Screen requirements; treatment of dumpsters, loading areas and mechanical equipment.
(B) Dumpsters, dumpster enclosures and loading zones shall not be located within twenty (20) feet of any street line or BTL.

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: Due to space limitations on the site, which includes one integrated building with a parking garage, there is insufficient room on the site to place the dumpster enclosure and loading zone areas more than 20' away from the street lines and build-to lines; however, functionally this placement works along SW 3rd Avenue.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The ability to provide loading and solid waste removal services remains viable in this location and is partially screened by the building itself. These areas are adjacent to the City's parking garage which is a utilitarian building.

DESIGN VARIATION 3 - FRONTAGE TYPES
The Applicant has requested Design Variations from the Frontage Types requirments (OT-102-21).

1. 311-10 - Frontage Types
(A) The front of every building must face a street. The rear of a building, loading zones, overhead doors and service entries are prohibited on street-facing facades.

This provision of the LDC is intended to promote good urban design and development.

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: This is a function of limited space on the site, with a single, integrated building that consumes the vast majority of the property due to the desire to include a parking garage to accommodate all of the parking.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

While it is true that there are service functions with entrances along both streets, there are also entrances for the public areas, including the commercial space, the leasing office and the fitness area, in keeping with the intent of a pedestrian-oriented environment.

2. 311-10 - Frontage Types

(C) Corner lots that have frontage on two (2) streets are required to have entrances only on the principal street frontage. Streets designated as primary streets in the district regulations shall always be the principal street frontage.

This provision is intended to centralize ingress and egress for buildings and prevent blank facades.

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The building design provides for public and resident entrances along both frontages in order to encourage walkability and improve internal circulation.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: This is appropriate as it helps provide two (2) pedestrian-oriented frontages to the building.

3. 311-20 - Modified Shopfront Frontage
(E)(3) Street frontage facades shall have entryways typically no more than 50' apart.

The information provided below from the applicant addresses the criteria of Section 301-50(D):

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The request is reasonable given that the functions of the rooms vary from commercial and leasing space which is open to the public at large to rooms that serve the residents to rooms that function for building maintenance only.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: Had this building incorporated mostly retail space on the ground floor, it would've been more appropriate to have a fairly consistent spacing of exterior doorways to enhance the retail façade.

4. 311-20 - Modified Shopfront Frontage
(E)(4)(b) Awnings, which may be constructed of flexible or rigid materials, shall project from the building façade a minimum of seven (7) feet forward of the façade, and may extend over the sidewalk to within one (1) foot of the street tree planting trench or grates. Awnings shall extend along a minimum of eighty (80) percent of the building frontage, excluding recesses from the BTL or forecourts and courtyard frontages.

This provision is intended to promote the use of awnings in a uniform manner.

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: Awnings are provided over most of the building entrances along the west & south building sides and project 5' from the main building planes for at least 38% up to 60% of the façade lengths. The 5' awnings provide complete coverage over the steps leading to the main building entrance, staircases and commercial space. The facades also include other design elements, such as balconies, concrete eyebrows and concrete fins that contribute to an ample sense of variation along the façades and enhance the pedestrian environment Further, numerous plantings are proposed in the building setback area, including grass, green buttonwood shrubs, Japanese Blueberry and Wax Myrtle trees, which will provide a shaded area for pedestrians along both building frontages.

2. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The variation is appropriate because it provides for interesting façades but allows the building to maximize the site area. Additionally, there are various doorways to and from the parking garage that provide direct access to the building. This allows residents to conveniently enter and exit the building through the parking garage, without having to step outside.

Staff Analysis: Community Development staff has analyzed the requests for the design variations, and generally agrees with the applicant's justification for them. Staff has no objection to the Design Variantion requests, as it they are compatible with the surrounding neighborhood and not expected to be a negative impact to adjacent properties.

SITE PLAN
The applicant is requesting Site Plan approval for the construction of a mixed-income, mixed-use eight (8) story structure, consisting of 110 dwelling units, 2,500 square feet of commercial space, a parking garage and on street parking. The site plan application includes an Alternative Parking Plan that determines the required parking should be 154 parking spaces. The proposed development provides 144 parking spaces on site, and the developers are also entering into a long term lease with the City to use ten (10) parking spaces in the City Garage, directly adjacent to the north.

RAC Units
The subject site is within the City's Regional Activity Center (RAC). The RAC area has been allocated a fixed number of residential units within this defined area. At this time, there are seven hundred and ninety-one (791) units remaining in the balance, and approval of the one hundred and ten (110) units included in this application will bring the balance down to six hundred and ninety-one (681) units remaining. The City is in the process of replenishing the RAC units.

Traffic Study
The traffic study submitted by the applicant, dated as updated on November 2021 by KBP Consulting, Inc. has been accepted by the City's traffic consultant.

Community Outreach
On December 13, 2021, the developer held a community meeting to discuss the project and met with four nearby property owners. The questions discussed revolved around traffic issues, affordability, and management. A summary of the outreach meeting is included in the backup materials. No objections to the project have been received by the City.

Impact Fees
Public Art: The City's Public Art Program specifies a fee to be paid into the Public Art fund by new development projects over $1 million in construction value. Based on the construction value, the applicant must contribute into the City's Public Art fund. Alternatively, they may choose to install public art on site equal to half of the required contribution and provide payment into the City's Public Art fund.

Recreation and Open Space Impact Fee: Per Resolution No. 2014-049, $21.26 will be due per p.m. peak hour trip at the time of building permit. Based on the Traffic Statement, this amounts to a traffic impact fee of $1,254.34 (59 trips x $21.26) will be due at the time of building permit. This amount may change based on the review of the traffic study by the City's consultant.

RAC Traffic: The November 19, 2021, Transportation Mitigation Impact Fee Calculations prepared by Kimley-Horn and submitted with this application identify 128 PM peak hour trips, which amount to $2,721.28 in RAC Traffic Impact Fees (128 x $21.26 per p.m. peak hour trip; per R-2014-49).

Development Review Committee (DRC)
The site plan was reviewed by the DRC on October 14, 2021, December 9, 2021, and January 27, 2022; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time

frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

Conditions of Approval

1. A copy of the fire flow test and revised drawings indicating the new water main to service the project is required for the building permitting process. (Fire)
2. Submit a copy of the fire flow test required by the Fire Department, copy of the Fire Department approval, and revised drawings indicating the new water main to service the project for Engineering and Public Services Department review and approval. (Engineering)
3. Site Plan approval is concurrent with variance approval(s). (Engineering)
4. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
5. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
6. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
7. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must provide a Maintenance of Traffic Plan to be approved by the City Engineer for period of construction prior to issuance of a building permit. (Planning and Engineering)
8. Detail and complete engineering plans will be required prior to Building and R/W permit approval. (Engineering)
9. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc.
10. Show also all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
11. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
12. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
13. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)
14. Coordinate with City arborist regarding potential retention of specimen Oak Tree 2042. (Landscaping)
15. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance

of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. (Planning)

16. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. (Planning)
17. OPEN SPACE IMPACT FEE: In accordance with Resolution No. 2015-071, $1,364.00 per Multifamily Dwelling must be paid for Recreation and Open Space Impacts at time of building permit issuance. A total of $150,040 (110 units X $1,364.00) will be due at the time of building permit. (Planning)
18. RAC TRAFFIC IMPACT MITIGATION: Per Resolution No. 2014-049, $21.26 will be due per p.m. peak hour trip at the time of building permit. Based on the Traffic Statement, this amounts to a traffic impact fee of $1,254.34 (59 trips x $21.26) will be due at the time of building permit. This amount may change based on the review of the traffic study by the City's consultant. (Planning)
19. PUBLIC PARK INCENTIVE FEE: Per Sec. 305-70 the Public Park Incentive Fee of $56,077.30 (96,685 GSF w/ AC x $0.58) is due prior to issuance of a building permit. (Planning)
20. PUBLIC ART PROGRAM: Per O-2019-025, the applicant shall pay into the Public Art Fund either:
    a. Pay In-Lieu Public Art Fee: One-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of $5,000 and a maximum payment of $250,000; or
    b. Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, minimum value of one-quarter of one percent (0.25%) of construction cost, along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. (Planning & Zoning)
21. PARKING LEASE AGREEMENT: Must enter into an off-site parking arrangement for ten (10) parking spaces.

Recommendation

Approve the resolution for the Site Plan, Variances and Design Variations, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2022-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUESTS SUBMITTED BY CITY PLACE APARTMENTS, LTD., ON BEHALF OF THE PROPERTY OWNER PALMIERS INVESTMENTS, LLC, FOR A SITE PLAN (SP-078-21), DESIGN VARIATIONS (OT-100-21, OT-101-21 AND OT-102-21) AND VARIANCES (VA-103-21, VA-104-21, VA-004-22 AND VA-020-22) FOR THE PROPERTIES LOCATED AT 59-65 SW 3 AVENUE, 114-122, 128, 130 AND 134 MONROE UDELL STREET, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Code of Ordinances, Chapter 28, "Land Development Code" (the LDC), of Part 6, "Development Review Procedures and Requirements," Article 635, "Site Plans," states that Site Plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, Sun-Tech Engineering, Inc., on behalf of City Place Apartments, Ltd., (the Applicant) has requested Site Plan approval (SP-078-21) to permit the development of a new 186,584 square foot mixed-use building with a parking garage on the property at the northeast corner of S.W. 1st Street and S.W. 3rd Avenue (the Property) as legally described in Exhibit "A;" and

WHEREAS, Chapter 28, Subpart 1 of the LDC, Article 301, "Legal and Administrative Provisions," Section 301-50 "Variations in design; procedure for review of design variations," states that the City Commission may approve design variations within the CC district using the procedure and criteria of this section in lieu of the variance process of Article 625; and

WHEREAS, the Applicant has requested a Design Variation from the City Center (CC) District – Upper story setback standards (OT-100-21); and

WHEREAS, the Applicant has requested a Design Variation from the Landscaping Regulations (OT-101-21); and

WHEREAS, the Applicant has requested a Design Variation from the Frontage Types (OT-102-21); and

WHEREAS, the requested Design Variations are for reasonable accommodations of design flexibility that result in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; and

WHEREAS, the requested Design Variations are appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested; and

WHEREAS, the applicant has offered significant enhancements to other pertinent aspects of the site that the City Commission determines will offset any negative impact that a variation to these standards might otherwise create; and

WHEREAS, Chapter 28, Part 6 of the LDC, Article 625, "Variances," Section 625-40, "Variance Review Criteria; City Action," states that the City Commission may grant a Variance based on its determination that the Applicant has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance (VA-103-21) to permit a maximum building length of 361 feet 8 inches at S.W. 1st Street where Section 230-10 of the LDC, titled "Maximum building length requirements", states that the maximum building length of a multiple-family dwelling is 150 feet; and

WHEREAS, the Applicant has requested a Variance (VA-104-21) to allow a total of 10 street trees along S.W. 3rd Avenue and S.W. 1st Street where Section 307-20 of the LDC, titled "Street landscaping and hardscaping", requires a minimum of 36 street trees; and

WHEREAS, the Applicant has requested a Variance (VA-004-22) to allow one 10 foot wide travel lane for the east side of S.W. 3rd Avenue, 6 foot wide by 20 foot long parallel parking spaces, crown roadway cross-section, and 2 foot wide type 'F' curb and gutter where Section 815-10 of the LDC titled "Applicability, purpose", requires one 9 foot wide travel lane for the east side of S.W. 3rd Avenue, 7 foot wide 20 foot long parallel parking spaces, inverted crown roadway cross-section, and Type 'D' curbing; and

WHEREAS, the Applicant has requested a Variance (VA-020-22) to waive ten (10) of the one hundred and fifty-four (154 spaces – Alternative Parking Plan) minimum required off-street parking required by Section 265-50 of the LDC; and

WHEREAS, the requested Variances maintain the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city; and

WHEREAS, the requested Variances are otherwise compatible with the surrounding land uses and would not be detrimental to the community; and

WHEREAS, the requested Variances are consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city; and

WHEREAS, the requests more particularly further Objective X, Policy 10.1 of the Future Land Use Element of the City of Dania Beach Comprehensive Plan, which states that the "Land development regulations shall be maintained which provide for mixed land uses and other unique development techniques and that "innovative site design and land planning shall be permitted within these land development regulations"; and

WHEREAS, the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome; and

WHEREAS, that the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community; and

WHEREAS, the requested Variances are consistent with Section 625-40 of the LDC, titled "Variance review criteria; city action;" and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-078-21), Design Variations (OT-100-21, OT-101-21 and OT-102-21) and Variances (VA-103-21, VA-104-21, VA-004-22 and VA-020-22) will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the Comprehensive Plan;

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

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

Section 2. That pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plan," the following Site Plan (SP-078-21), attached as Exhibit "B" is approved.

Section 3. That pursuant to Chapter 28 "Land Development Code," Subpart 1, Article 301, "Legal and Administrative Provisions," Section 301-50, "Variations in design; procedure for review of design variations," the following Design Variation Applications (OT-100-21, OT-101-21 and OT-102-21) are approved consistent with the Site Plan provided in Exhibit "B".

Section 4. That pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 625 "Variances," the following Variance Applications (VA-103-21, VA-104-21, VA-004-22 and VA-020-22) are approved consistent with the Site Plan provided in Exhibit "B."

Section 5. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

1. A copy of the fire flow test and revised drawings indicating the new water main to service the project is required for the building permitting process. (Fire)
2. Submit a copy of the fire flow test required by the Fire Department, copy of the Fire Department approval, and revised drawings indicating the new water main to service the project for Engineering and Public Services Department review and approval. (Engineering)
3. Site Plan approval is concurrent with variance approval(s). (Engineering)
4. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
5. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
6. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
7. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must provide a Maintenance of Traffic Plan to be approved by the City Engineer for period of construction prior to issuance of a building permit. (Planning and Engineering)
8. Detail and complete engineering plans will be required prior to Building and R/W permit approval. (Engineering)
9. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc.
10. Show also all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)

11. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
12. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
13. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)
14. Coordinate with City arborist regarding potential retention of specimen Oak Tree 2042. (Landscaping)
15. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. (Planning)
16. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. (Planning)
17. OPEN SPACE IMPACT FEE: In accordance with Resolution No. 2015-071, $1,364.00 per Multifamily Dwelling must be paid for Recreation and Open Space Impacts at time of building permit issuance. A total of $150,040 (110 units X $1,364.00) will be due at the time of building permit. (Planning)
18. RAC TRAFFIC IMPACT MITIGATION: Per Resolution No. 2014-049, $21.26 will be due per p.m. peak hour trip at the time of building permit. Based on the Traffic Statement, this amounts to a traffic impact fee of $1,254.34 (59 trips x $21.26) will be due at the time of building permit. This amount may change based on the review of the traffic study by the City's consultant. (Planning)
19. PUBLIC PARK INCENTIVE FEE: Per Sec. 305-70 the Public Park Incentive Fee of $56,077.30 (96,685 GSF w/ AC x $0.58) is due prior to issuance of a building permit. (Planning)
20. PUBLIC ART PROGRAM: Per O-2019-025, the applicant shall pay into the Public Art Fund either:

a. Pay In-Lieu Public Art Fee: One-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of $5,000 and a maximum payment of $250,000; or
b. Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, minimum value of one-quarter of one percent (0.25%) of construction cost, along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. (Planning & Zoning)

21. PARKING LEASE AGREEMENT: Must enter into an off-site parking arrangement for ten (10) parking spaces.

Section 6. That pursuant to LDC Section 635-100 "Expiration of Site Plans," and Section 625-50 "Expiration of Variances," the Site Plan (SP-078-21) and Variances (VA-103-21, VA-104-21, VA-004-22 and VA-020-22) approvals shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 7. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

Lots 10, 11, 12, 13, 14, 15 and 16, Block 21, TOWN OF DANIA (FORMERLY MODELO), according to the Plat thereof recorded in Plat Book B, Page 49, of the Public Records of Miami-Dade County, Florida, said lands situate in Broward County, Florida.

EXHIBIT B

SITE PLAN
(SEE ATTACHED)

CITY PLACE

City of Dania Beach, Broward County, Florida

SITE PLAN

OWNER:
PALMIERS INVESTMENTS, LLC
2805 E OAKLAND PARK BOULEVARD, SUITE 168
FORT LAUDERDALE, FL 33306
(305) 904-1608
ab@burkmiami.com

ARCHITECT:
FORUM ARCHITECTURE & INTERIOR DESIGN, INC.
237 WESTMONTE DRIVE, SUITE 220
ALTAMONTE SPRINGS, FL 32714
(407) 830-1400
bzimmerman@forumarchitecture.com

LANDSCAPE ARCHITECT:
WITKIN HULTS & PARTNERS
307 S 21ST AVENUE
HOLLYWOOD, FL 33020
(954) 923-9681
andyw@witkindesign.com

CIVIL ENGINEER:
SUN-TECH ENGINEERING, INC.
4577 NOB HILL ROAD, SUITE 102
SUNRISE, FL 33351
(954) 777-3123
cloutan@suntecheng.com

SURVEYOR:
SUN-TECH ENGINEERING, INC.
4577 NOB HILL ROAD, SUITE 102
SUNRISE, FL 33351
(954) 777-3123
dcooper@suntecheng.com

DEVELOPER:
LANDMARK DEVELOPMENT CORP.
3050 BISCAYNE BOULEVARD, SUITE 300
MIAMI, FL 33137
(305) 538-9552 EXT. 103
francisco@landmarkco.net



SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST

LOCATION MAP

N.T.S.

INDEX OF DRAWINGS	
SHEET NO.	TITLE
CS1	COVER SHEET
V-1 - V-3	BOUNDARY, TOPO AND TREE SURVEY
C-1.1 - C-1.2	SITE PLAN
C-2.1	PAVING, DRAINAGE & GRADING PLAN
C-2.2	PAVING, DRAINAGE & GRADING DETAILS
C-3.1	PAVEMENT MARKING & SIGNAGE PLAN
C-4.1	WATER & SEWER PLAN
C-4.2 - C-4.5	WATER & SEWER DETAILS
C-5.1	STORMWATER POLLUTION PREVENTION PLAN
C-5.2	STORMWATER POLLUTION PREVENTION DETAILS
A1.01	1st FLOOR PLAN
A1.02	2nd AND 3rd FLOOR PLAN
A1.03	4th AND 5th FLOOR PLAN
A1.04	6th AND 7th FLOOR PLAN
A1.05	8th FLOOR PLAN
A1.06 - A1.07	ELEVATIONS
TD-1	TREE DISPOSTION PLAN
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE DETAILS
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION DETAILS
E16.03	SITE PLAN PHOTOMETRICS
E16.04	SITE PLAN ROOF TOP PHOTOMETRICS

LEGAL DESCRIPTION:

LOTS 10, 11, 12, 13, 14, 15 AND 16, BLOCK 21 OF "TOWN OF MODELO" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", AT PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING SITUATED IN THE CITY OF DANIA BEACH, FLORIDA.

STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors
4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

CLIFFORD R. LOUTAN LICENSE No. 56890 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: January 6, 2022

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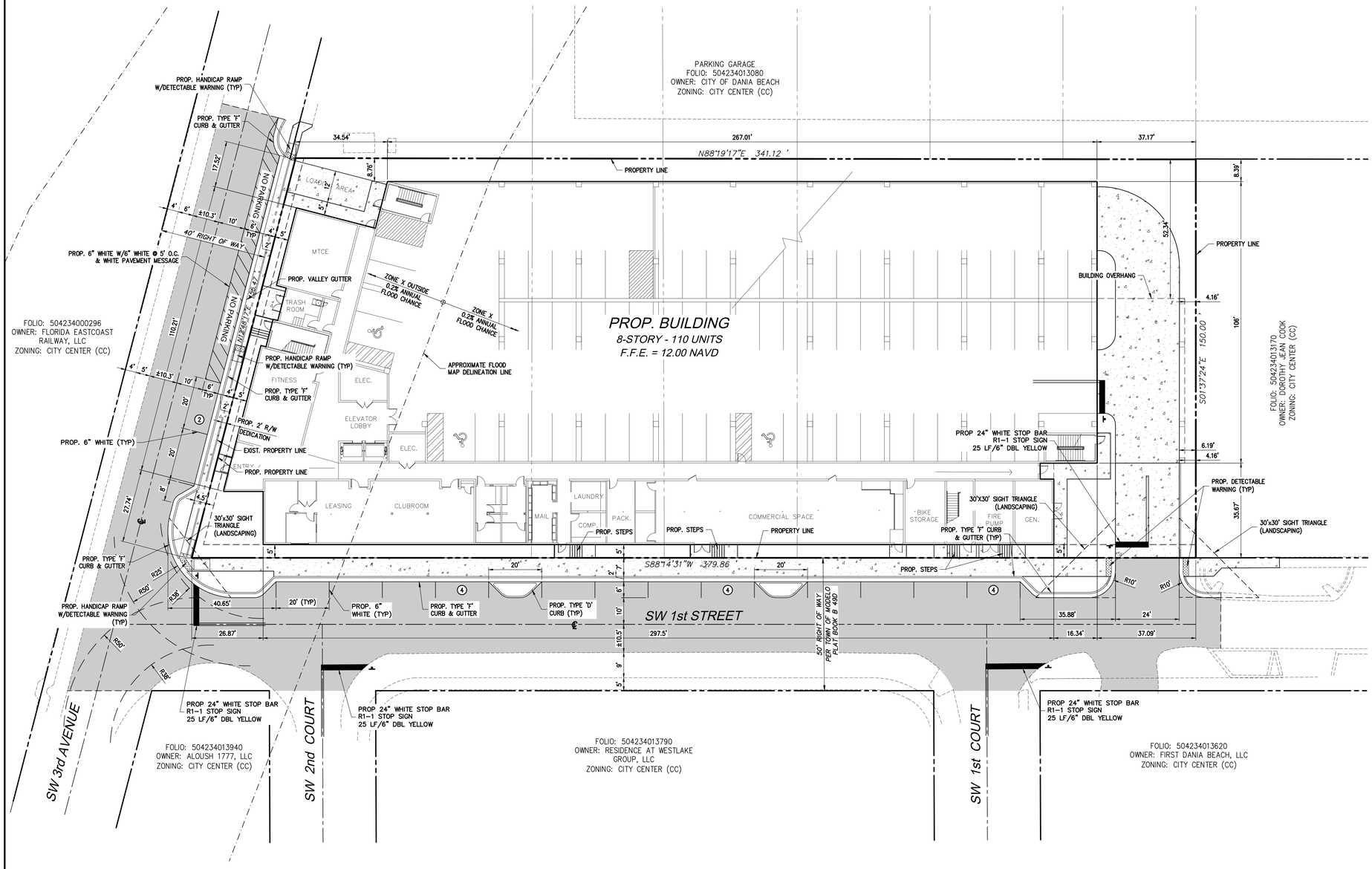
Clifford R Loutan Digitally signed by Clifford R Loutan Date: 2022.01.06 11:43:20 -05'00'

Always call 811 two full business days before you dig
Sunshine811.com

PROJECT NO. 21-4103
DESIGN DATE: SEP. 2021

DRAWINGS MAY BE OUT OF SCALE DUE TO XEROX REPRODUCTION ERROR.

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103cov.dwg
PLOT DATE: 1/6/2022 12:44 PM BY: Andy Venneman
LAYOUT: [CS1 - SP]



GRAPHIC SCALE
1" = 20'

GENERAL INFORMATION	
ZONING	CITY CENTER (CC)
LAND USE	REGIONAL ACTIVITY CENTER (RAC)
STREET TYPES	PRIMARY STREET – SW 3RD AVENUE MINOR STREET – SW 1ST STREET
BUILDING	THE BUILDING SHALL BE BUILT TO THE BUILD–TO LINE OF BOTH STREETS AND BUILDING FRONTAGE ON BOTH STREETS MUST OCCUPY 70% OF LOT WIDTH

SITE DATA	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
OPEN SPACE	6,516	0.15 AC.	12.1%
PAVED AREA	5,466	0.13 AC.	10.2%
BUILDING AREA	41,846	0.96 AC.	77.7%
TOTAL AREA	53,828	1.24 AC.	100.0%

PERVIOUS CALCULATIONS	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
PERVIOUS	6,516	0.15 AC.	12.1%
IMPERVIOUS	47,312	1.09 AC.	87.9%

DENSITY & SITE INFORMATION			
SITE NET AREA SITE GROSS AREA	53,828 S.F. 67,518 S.F.		1.24 AC. 1.55 AC
DENSITY	ALLOWED (DU/GROSS AC)		PROVIDED (DU/GROSS AC) CITY CENTER (CC)
	PARTIAL	TOTAL	
PER RIGHTS	50	80	71
PER BONUS (*)	30		
TOTAL UNITS	124		110
*SEC. 305–70: ELIGIBLE BY PUBLIC PARK INCENTIVE FEE			
F.A.R.	REQUIRED: 8.00 (MAX.)		PROVIDED: 3.47

MAX. HEIGHT & SETBACKS	REQUIRED/ALLOWED	PROVIDED
HEIGHT	7 FLOORS	8 FLOORS (w/INCEN.)*
FRONT SETBACK	0'–5'	5.0'
CORNER ST SIDE SETBACK	0'–0" (NO MAX)	5.0'
INTERIOR SIDE SETBACK (1ST LAYER)	0'–0" (NO MAX)	17.52'
INTERIOR SIDE SETBACK (2ND LAYER)	0'–0" (NO MAX)	8.39'
REAR SETBACK	0'–0" (NO MAX)	4.16'
*SEC. 305–70: ELIGIBLE BY PUBLIC PARK INCENTIVE FEE ADD 1 FLOOR		

UNIT AREA TABLE: UNIT MIX				
UNIT TYPE	UNIT NAME	UNIT AREA (SF) NET	UNIT TOTAL	% UNIT TYPE
1 BED/1 BATH	A1	752	16	15%
1 BED/1 BATH	A2	750	12	11%
2 BED/2 BATH	B1	904	82	75%
TOTAL UNITS			110	100%

BUILDING AREA TABLE				
BLDG TYPE	COMMERCIAL/MIXED USE			
# BLDGS ON SITE	1			
# UNITS	110			
	AC	NON–AC	GARAGE	GROSS
1ST FLOOR	6,937	6,243	28,673	41,853
2ND FLOOR	8,741	4,316	20,910	33,967
3RD FLOOR	15,359	3,817		19,176
4TH FLOOR	15,359	3,817		19,176
5TH FLOOR	15,359	3,817		19,176
6TH FLOOR	15,359	3,817		19,176
7TH FLOOR	13,106	3,924		17,030
8TH FLOOR	13,106	3,924		17,030
BLDG/GARAGE TOTAL	103,326	33,675	49,583	186,584

PARKING	1 BED 1 BATH	2 BED 2 BATH	GUEST	COMM	TOTAL
PARKING RATIO	1.25	1.75	1/5 UNITS	1/300 SF	
TOTAL UNITS	28	82			
PARKING/UNIT TOTAL	35	143.5	22	8.3	
REQUIRED PARKING					209
PROVIDED PARKING	STREET 14	ONSITE 130			144*
A.D.A. ACCESSIBLE SPACES	5 (REQ.=4, VAN SPACES=1)				
BICYCLE PARKING	5% OF REQUIRED PARKING SPACES (11 SPACES) 11 SPACES PROVIDED				

* ALTERNATE PARKING STANDARDS ANALYSIS SUBMITTED CONCURRENTLY WITH THE SITE PLAN PROJECTS 154 PARKING SPACES TO BE ADEQUATE TO MEET PEAK PARKING DEMANDS. REFER TO LETTER FROM APPLICANT/DEVELOPER ADDRESSED TO DANIA BEACH P & Z DIVISION ASSISTANT DIRECTOR FOR ANTICPATED METHODS TO PROVIDE 10 ADDITIONAL PARKING SPACES.

WATER AND WASTEWATER PROVIDED BY CITY OF DANIA BEACH	
WATER DEMAND	110 UNITS @ 250 GPD = 27,500 GPD. 2,500 S.F. COMMERCIAL SPACE @ 0.2 GPD/S.F.=500 GPD TOTAL WATER DEMAND = 28,000 GPD
SEWER DEMAND	110 UNITS @ 250 GPD = 27,500 GPD. 2,500 S.F. COMMERCIAL SPACE @ 0.2 GPD/S.F.=500 GPD TOTAL SEWER DEMAND = 28,000 GPD
SOLID WASTE DEMAND	110 UNITS @ 8.9 LBS PER DAY PER UNIT = 979 LBS 2,500 S.F. COMMERCIAL SPACE @ 1 LB PER 100 SQ. FT. PER DAY = 0.1 GPD / S.F. = 25 LBS TOTAL SOLID WASTE DEMAND = 1,004 LBS

CODE SECTION	REQUIREMENT	PROPOSED VARIATIONS	CRITERIA
303-40(P) – Upper Story Setback Standards	(i) Along west & south building sides: 10' min. upper story recess above 6th-story. (ii) Along north building side: 18.66' min. (lot width = 155.47' x 0.12 = 18.66') upper story recess above 6th-story.	(i) Along west & south building sides: 4'-2" min. upper story recess provided above 6th-story. (ii) Along north side: 0' upper story recess provided above 6th-story (see sheet nos. A1.04 & A1.05).	Criteria listed in 301-50(D)
307-30(B) – Treatment of Dumpsters & Loading Areas	Dumpsters, dumpster enclosures & loading zones shall not be located w/in 20' of any street line or Build-To-Line (BTL).	Dumpster & dumpster enclosure are located within 3'-9" of BTL at SW 3rd Ave. Loading zone is located at BTL of SW 3rd Ave. (see sheet no. A1.01).	
311-10(A) – Frontage Types	Loading zones & service entries are prohibited on street-facing facades.	Loading zone & trash room entry are provided along street-facing façade at SW 3rd Ave. Fire pump room entry is located along street-facing façade of SW 1st St. (see sheet no. C-1.1).	
311-10(C) – Frontage Types	Corner lots w/ frontage on 2 streets are required to have entrances only on the principal street frontage (SW 3rd Ave).	Building entrances facing SW 1st St. are provided for access to the mail/laundry/computer rooms, the commercial space, staircase & fire pump room (see sheet no. C-1.1).	
311-20(E)(3) – Modified Shopfront Frontage	Street frontage facades shall have entryways typically no more than 50' apart.	Entranceway (door) separation varies from a minimum of 10'-3 3/4" to a maximum of 128'-2" (see sheet no. A1.06).	
311-20(E)(4)(b) – Modified Shopfronts	Awnings shall project from building façade a min. of 7' forward of frontage façades & extend along a min. of 80% of building façade.	Awnings project from west & south building sides 5'-0" forward of frontage façade and extend along 60% of west and along 38% of south building facades (see sheet no. A1.06).	

CODE SECTION	REQUIREMENT	PROPOSED VARIANCES	CRITERIA
230-10(C) – Max. Building Length Requirements	The max. length of a multiple-family dwelling is 150'.	The length of the building at SW 1st St. is 361'-8" (see sheet no. A1.06).	Criteria listed in 625-40(A)
307-20(A) – Street Trees	Install street trees spaced 15' on center along SW 3rd Ave. & SW 1st St. The 533 linear feet along both frontages would generate 36 street trees.	There are 10 street trees provided along SW 3rd Ave. & SW 1st St. (see sheet no. L-1).	
815-10(B) – Required Right-of-Way Widths for City Streets	The approved street sections in the CRA redevelopment plan prevail over Article 815. The approved section for the east side of SW 3rd Ave. proposes the following improvements: (i) One – 9' wide travel lane (ii) 7' wide by 20' long parallel parking spaces (iii) Inverted crown roadway cross-section (iv) Type "D" curbing	(i) One – 10' wide travel lane (ii) 6' wide by 20' long parallel parking spaces (iii) Crown roadway cross-section (iv) 2' wide type 'F' curb & gutter (see sheet no. C-1.1 & Section B-B of sheet no. C-2.2).	

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REVISIONS

NO.	DATE:	DESCRIPTION

CITY PLACE
CITY OF DANIA BEACH FLORIDA

SITE PLAN

DATE:	OCT 2021
SCALE:	1" = 20'
DESIGNED BY:	C.R.L.
DRAWN BY:	A.V.
JOB #:	21-4103

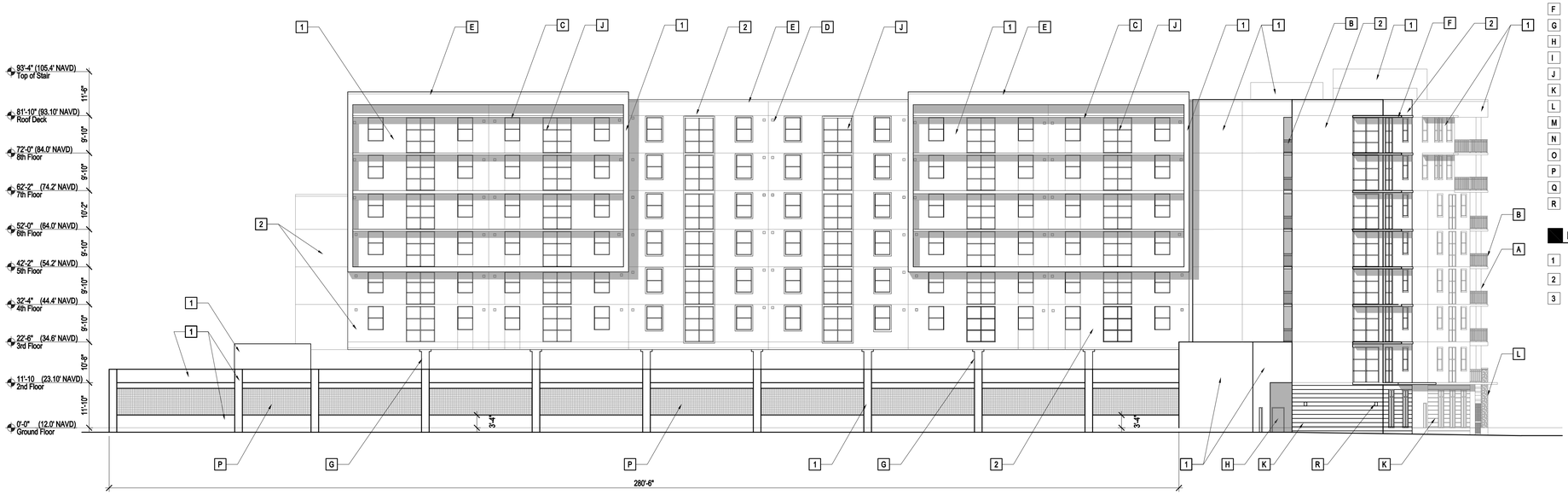
CLIFFORD R. LOUTAN LICENSE No. 56890 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: **February 3, 2022**

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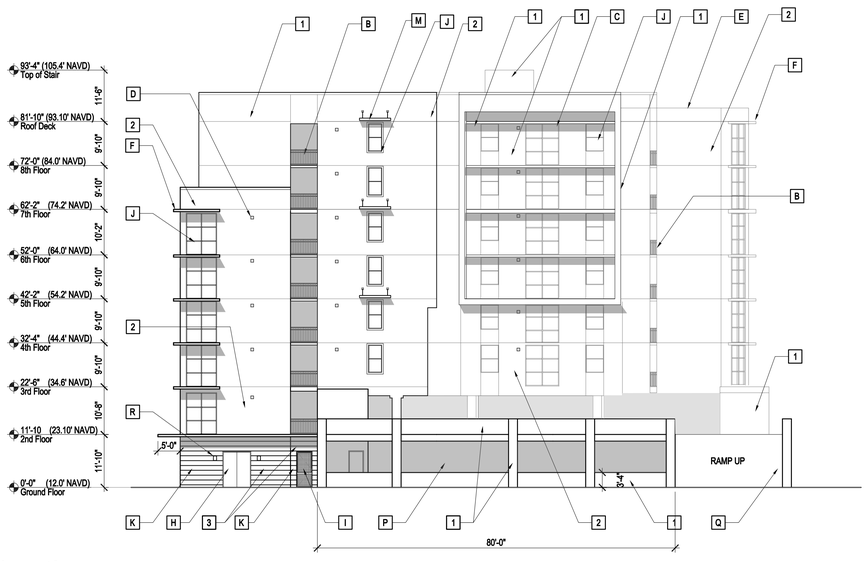
SHEET No.
C-1.1

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FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103sp.dwg
PLOT DATE: 2/3/2022 11:36 AM BY: Miguel A. Sosa
LAYOUT: [C-1.1]



1 North Elevation

1/16" = 1'-0"



2 East Elevation

1/16" = 1'-0"

Scale: 1 = 192

ELEVATION LEGEND

A	CONCRETE COLUMN
B	BRONZE RAILING
C	CONCRETE FINS
D	VENT
E	FLAT REFLECTIVE TPO ROOF
F	CONCRETE EYEBROW
G	EXPOSED CONCRETE PARKING GARAGE
H	METAL DOOR
I	ALUMINUM GATE AND MESH
J	IMPACT WINDOWS W/ BRONZE FRAMES
K	STUCCO SCORE LINES
L	STONE
M	ALUMINUM AWNING W/ MESH SCREENING
N	STOREFRONT W/ BRONZE FRAMES
O	ALUMINUM MESH
P	METAL SCREEN
Q	NO SCREEN
R	LIGHTING FIXTURE

PAINT COLOR LEGEND

1	OFF-WHITE
2	TAN
3	LIGHT BLUE

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407.830.1400
AA0002731

www.forumarchitecture.com

City Place

N.E Corner of Intersection of
S.W. 3rd Ave. & S.W. 1st Street
Dania Beach, FL

11/17/2021
Andrew Scott Roark
AR97193

STATE OF FLORIDA
ANDREW SCOTT ROARK
AR97193
REGISTERED ARCHITECT

SET DISTRIBUTIONS:

SHEET REVISIONS:

PROJECT NO. 8888

A1.07



1 South Elevation (5'-0" OVERHANG IS 38% OF SOUTH ELEVATION)

1/16" = 1'-0"



2 West Elevation (5'-0" OVERHANG IS 60% OF WEST ELEVATION)

1/16" = 1'-0"

Scale: 1 = 192

ELEVATION LEGEND

A	CONCRETE COLUMN
B	BRONZE RAILING
C	CONCRETE FINS
D	VENT
E	FLAT REFLECTIVE TPO ROOF
F	CONCRETE EYEBROW
G	EXPOSED CONCRETE PARKING GARAGE
H	METAL DOOR
I	ALUMINUM GATE AND MESH
J	IMPACT WINDOWS W/ BRONZE FRAMES
K	STUCCO SCORE LINES
L	STONE
M	ALUMINUM AWNING W/ MESH SCREENING
N	STOREFRONT W/ BRONZE FRAMES
O	ALUMINUM MESH
P	METAL SCREEN
Q	NO SCREEN
R	LIGHTING FIXTURE

PAINT COLOR LEGEND

1	OFF-WHITE
2	TAN
3	LIGHT BLUE

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INTERIOR DESIGN, INC.

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City Place

N.E Corner of Intersection of
S.W. 3rd Ave. & S.W. 1st Street
Dania Beach, FL

11/17/2021
Andrew Scott Roark
AR97193

STATE OF FLORIDA
ANDREW SCOTT ROARK
AR97193
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PROJECT NO. 8888

A1.06

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WEST



SOUTH



NORTH



EAST



8:00 A.M.



12:00 P.M.



5:00 P.M.

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Site Plan - Shadow Study

N

CITY PLACE APARTMENTS

WINTER 01/15 DANIA BEACH, FL

LANDMARK DEVELOPMENT

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8:00 A.M.



12:00 P.M.



5:00 P.M.

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Site Plan - Shadow Study

N

CITY PLACE APARTMENTS

SPRING 04/15 DANIA BEACH, FL

LANDMARK DEVELOPMENT

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8:00 A.M.



12:00 P.M.



5:00 P.M.

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Site Plan - Shadow Study

N

CITY PLACE APARTMENTS

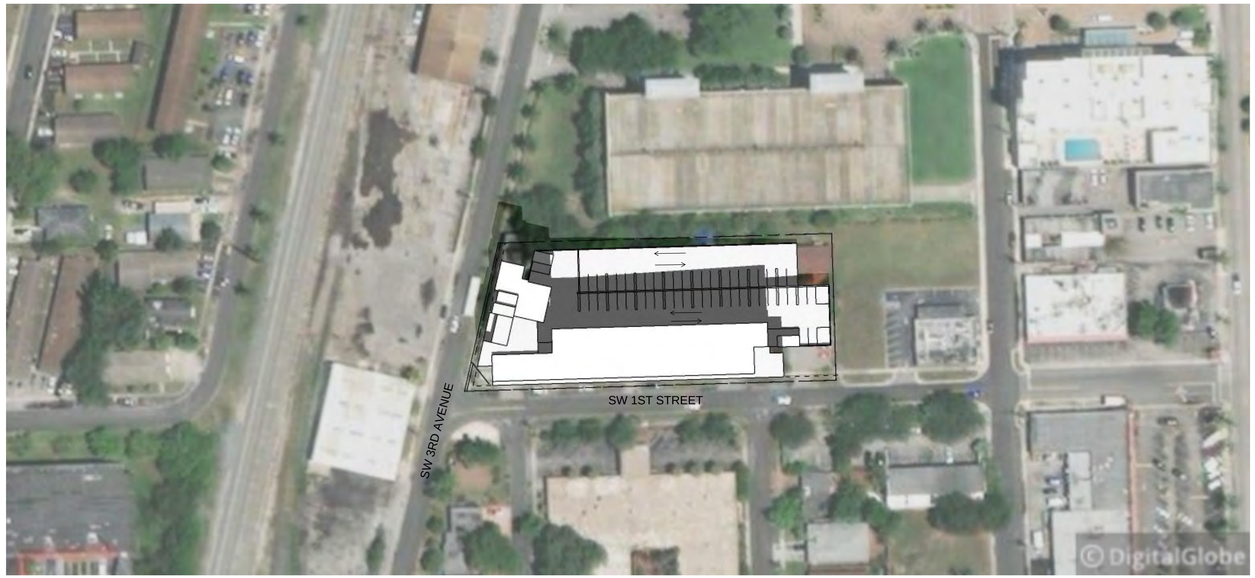
SUMMER 07/15 DANIA BEACH, FL

LANDMARK DEVELOPMENT

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8:00 A.M.



12:00 P.M.



5:00 P.M.

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Site Plan - Shadow Study

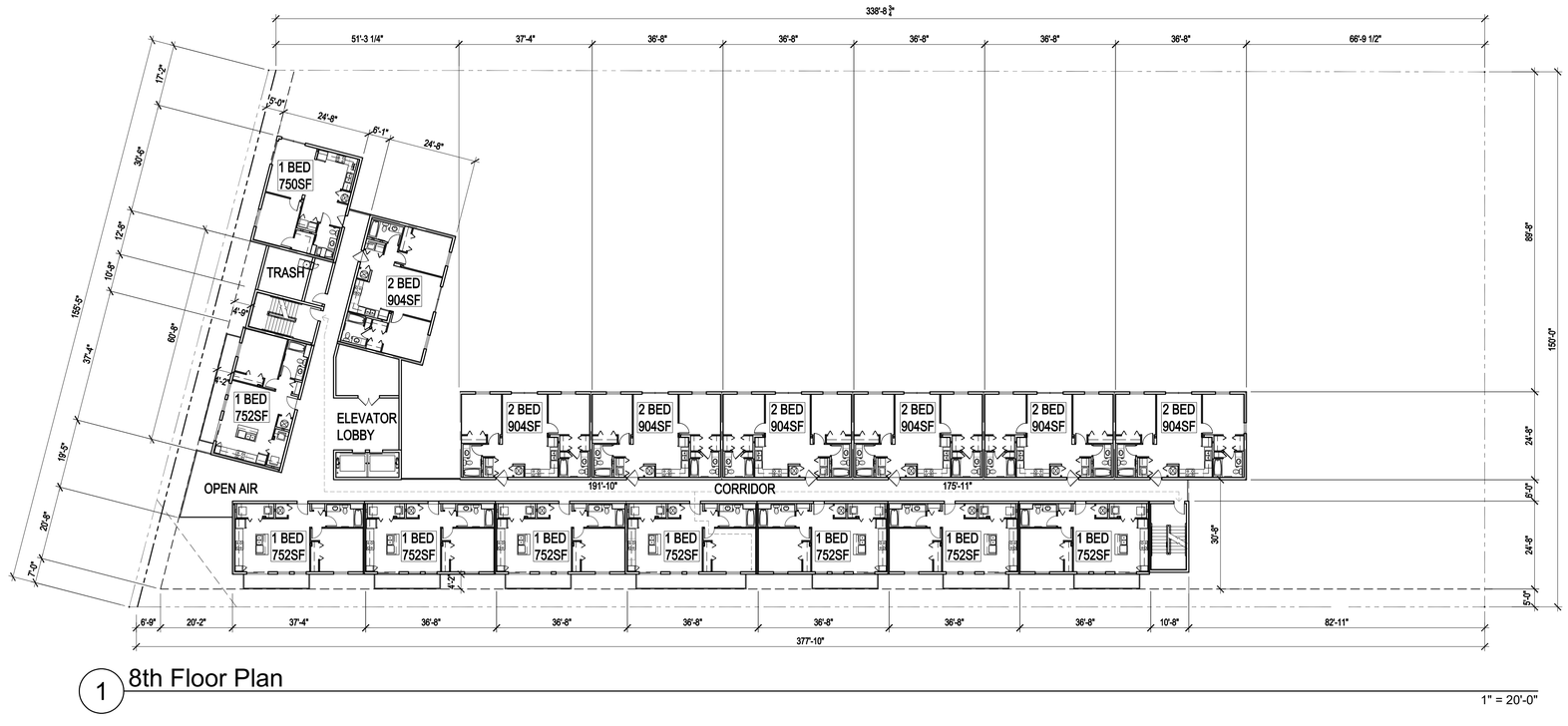
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CITY PLACE APARTMENTS

AUTUMN 10/15 DANIA BEACH, FL

LANDMARK DEVELOPMENT

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1 8th Floor Plan

1" = 20'-0"

Scale: 1 = 240

8TH FLOOR

1 BEDROOM = 9 UNITS

2 BEDROOM = 7 UNITS

FORUM

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INTERIOR DESIGN, INC.

237 S. Westmonte Drive, Suite 220
Altamonte Springs, FL 32714
407.830.1400
AA0002731

www.forumarchitecture.com

City Place

N.E Corner of Intersection of
S.W. 3rd Ave. & S.W. 1st Street
Dania Beach, FL

11/17/2021
Andrew Scott Roark
AR97193

STATE OF FLORIDA
ANDREW SCOTT ROARK
AR97193
REGISTERED ARCHITECT

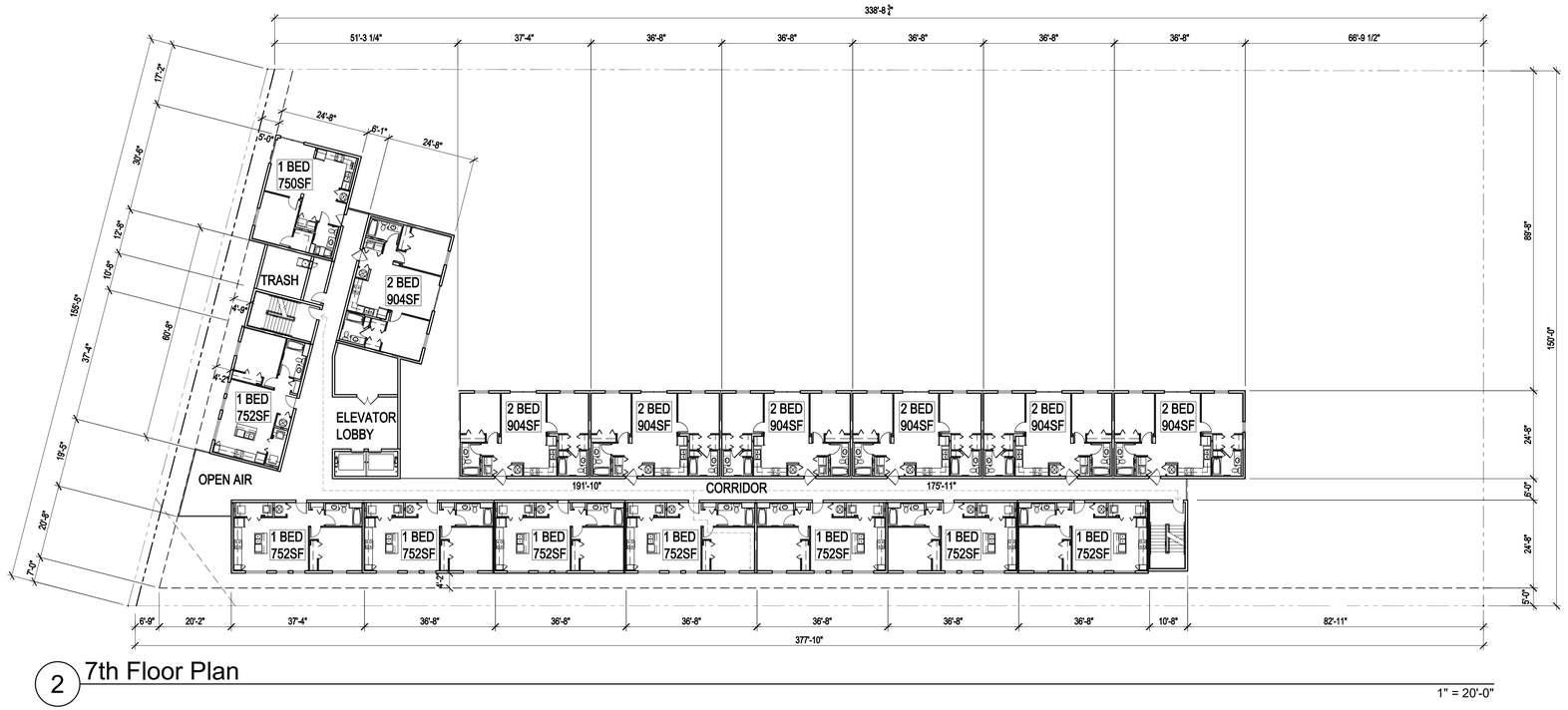
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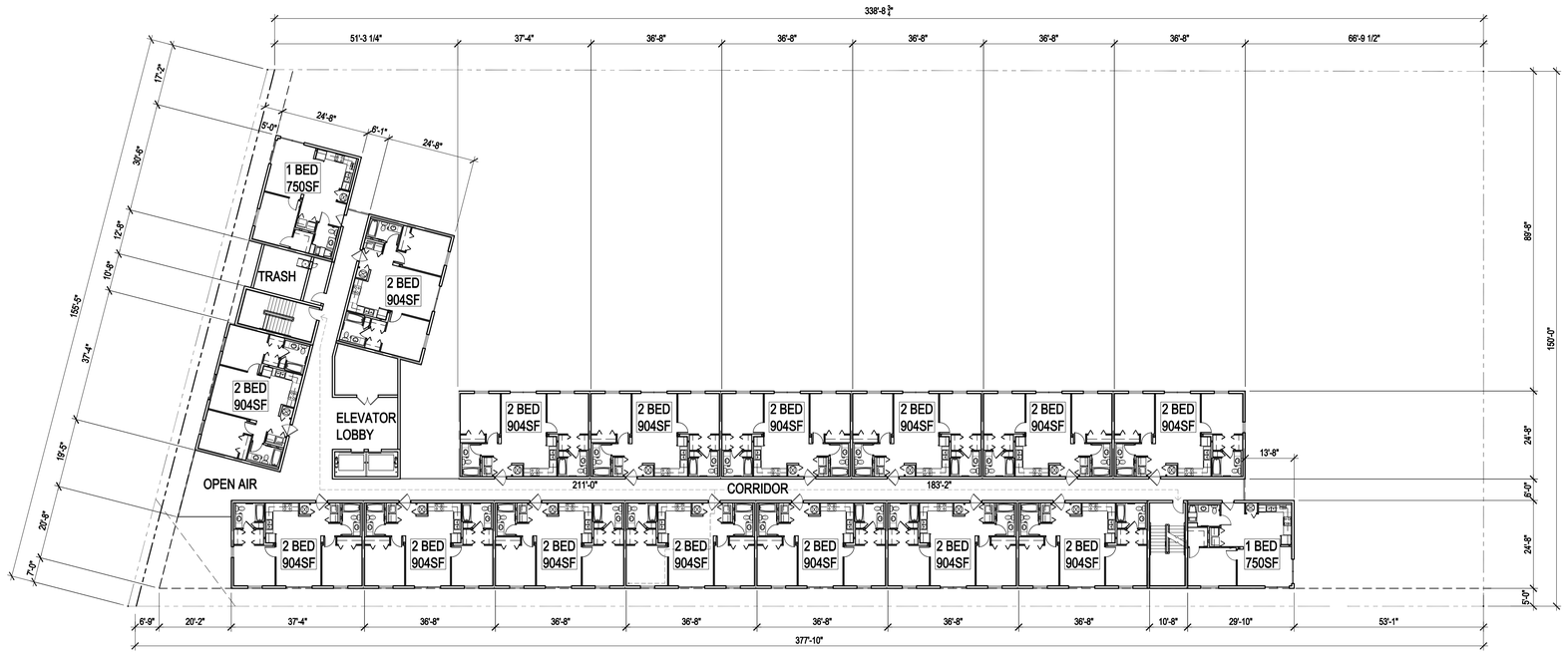
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2 7th Floor Plan

1" = 20'-0"

7TH FLOOR
1 BEDROOM = 9 UNITS
2 BEDROOM = 7 UNITS



1 6th Floor Plan

1" = 20'-0"

6TH FLOOR
1 BEDROOM = 2 UNITS
2 BEDROOM = 15 UNITS

Scale: 1 = 240

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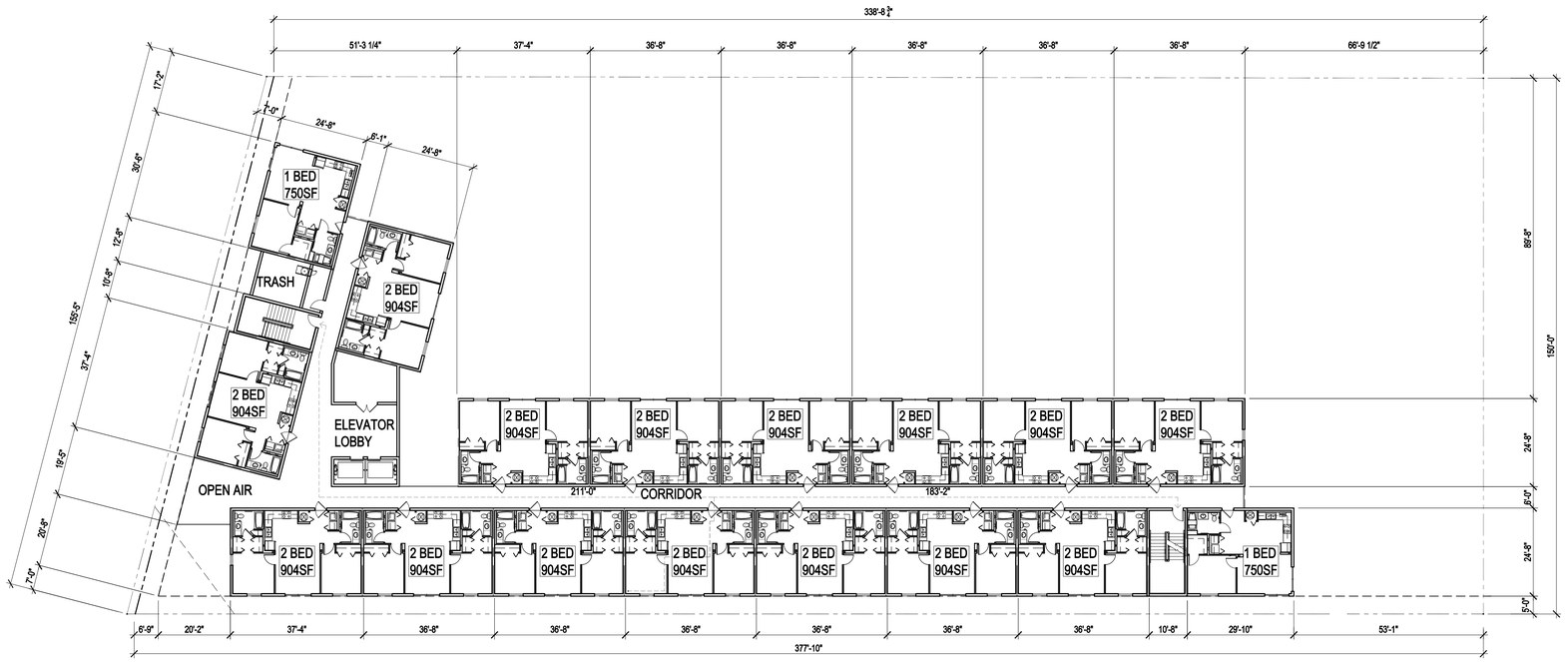
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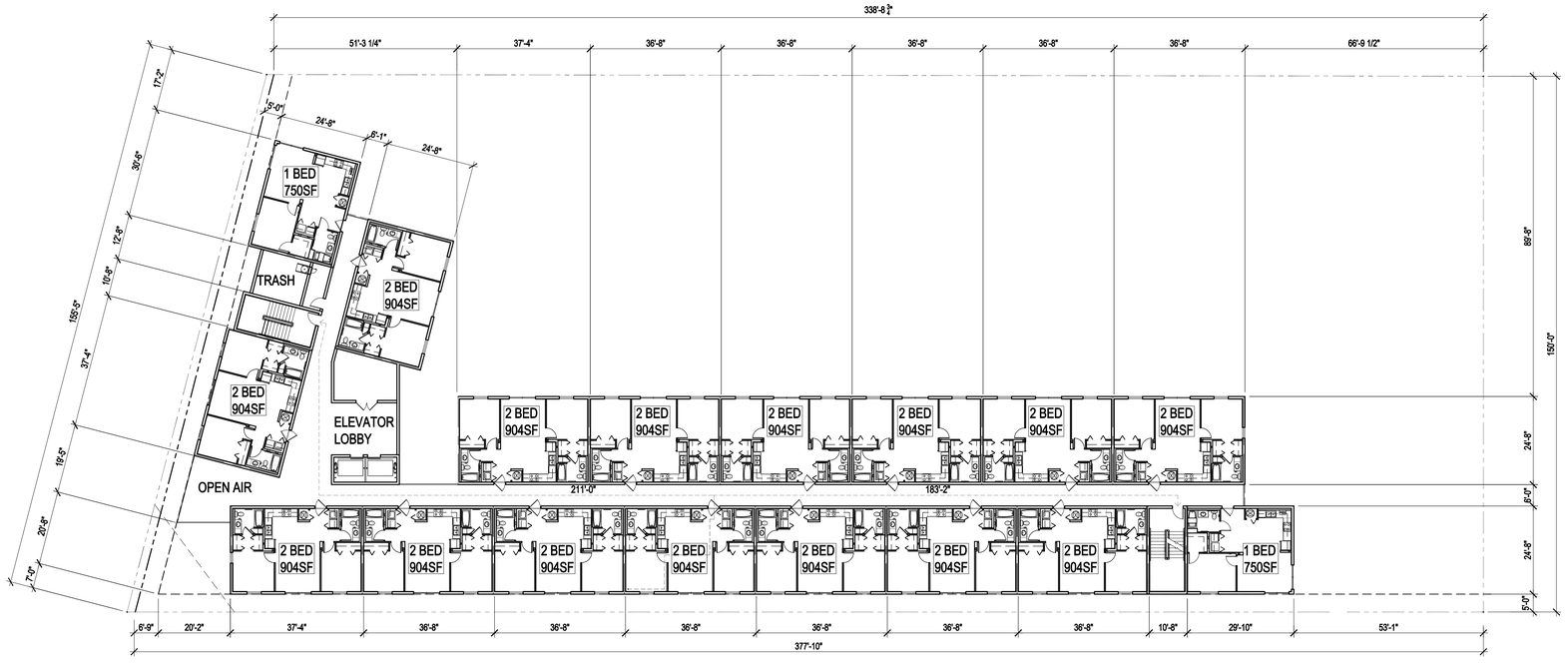


2 5th Floor Plan

1" = 20'-0"

5TH FLOOR

1 BEDROOM = 2 UNITS
2 BEDROOM = 15 UNITS



1 4th Floor Plan

1" = 20'-0"

4TH FLOOR

1 BEDROOM = 2 UNITS
2 BEDROOM = 15 UNITS

Scale: 1 = 240

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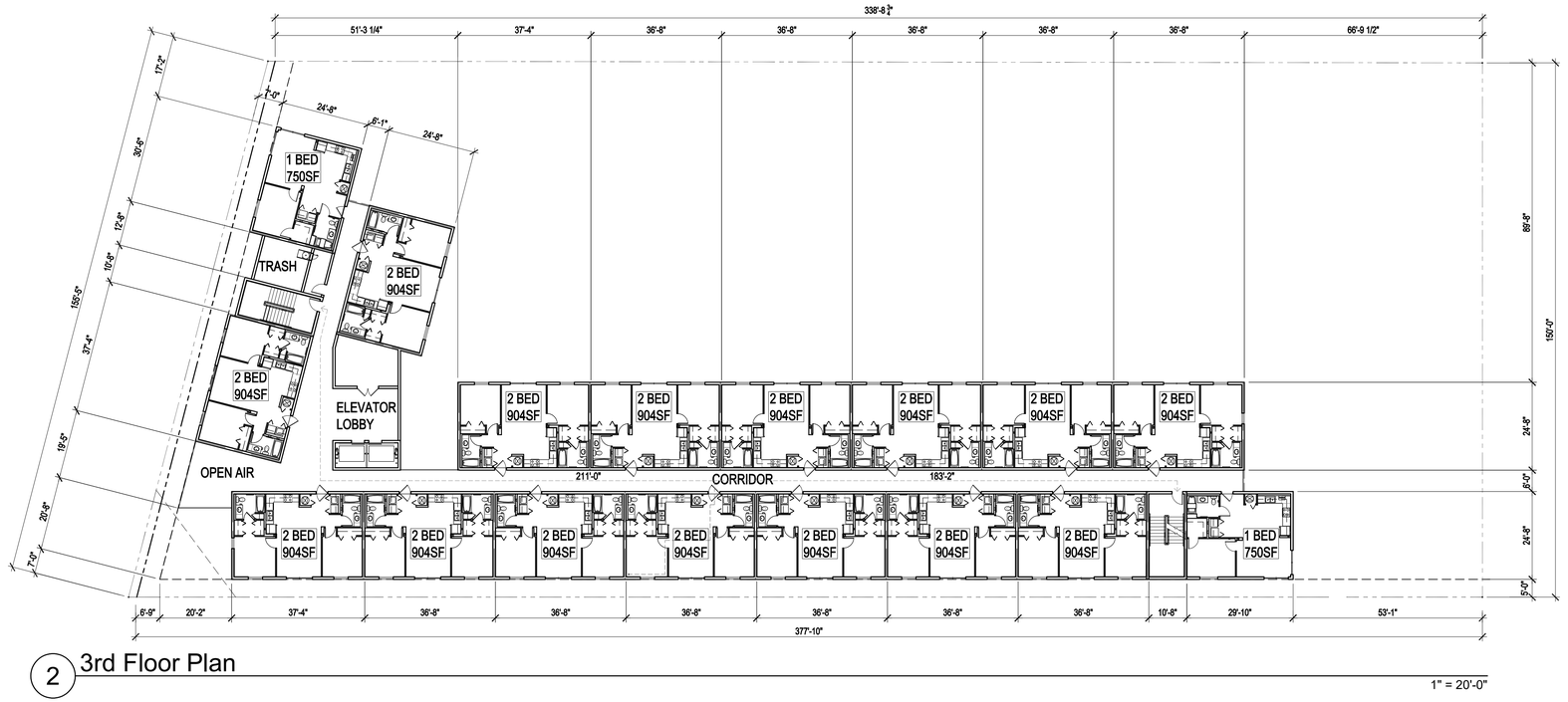
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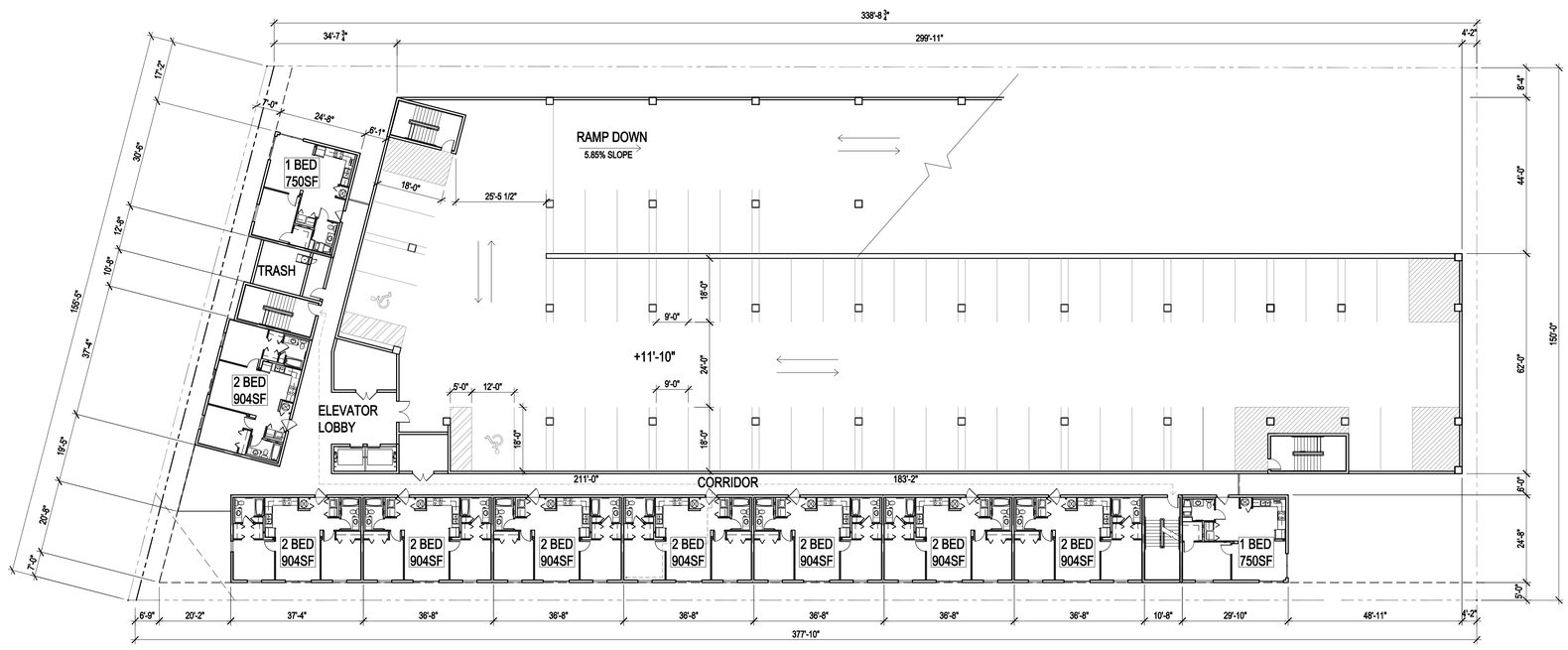
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2 3rd Floor Plan

1" = 20'-0"

3RD FLOOR
1 BEDROOM = 2 UNITS
2 BEDROOM = 15 UNITS



1 2nd Floor Plan

1" = 20'-0"

2ND FLOOR
1 BEDROOM = 2 UNITS
2 BEDROOM = 8 UNITS

Scale: 1 = 240

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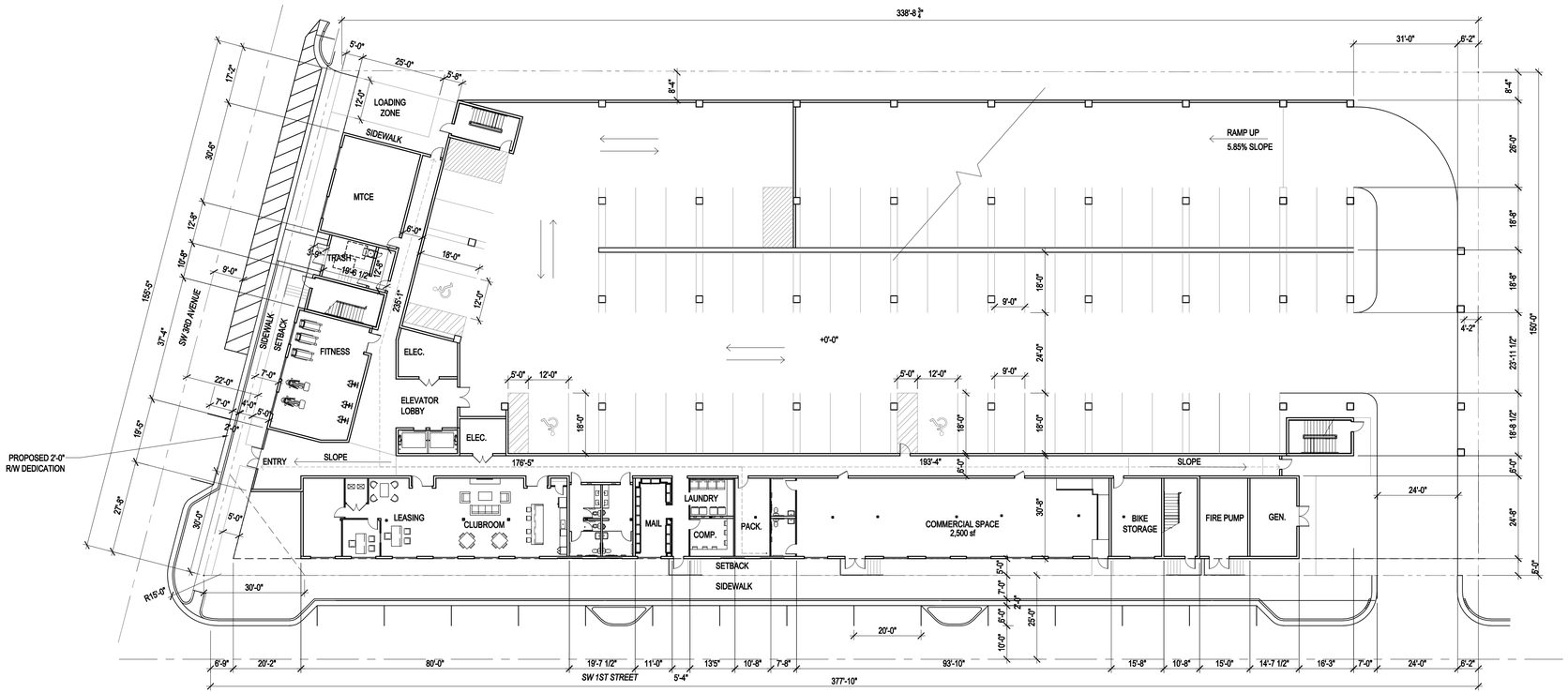
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1 First Floor

1" = 20'-0"

Scale: 1 = 240

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A1.01



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SP-078-21
OT-100-21
OT-101-21
OT-102-21
VA-103-21
VA-104-21
VA-004-22

SITE PLAN
DESIGN WAIVER
VARIANCE

APPLICANT
CITY PLACE
APARTMENTS, LTD

PROPERTY ADDRESS
59-65 SW 3 AVE
114-122 UDELL ST
128 UDELL ST
130 UDELL ST
134 UDELL ST

Legend

- SUBJECT PROPERTY
- 1000' DISTANCE BUFFER

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

0 80 160 320 480 640 Feet

WIRES

LOW VOLTAGE WIRE TO BE INSTALLED ALONG MAINLINE INSTALLATION. USE 2" SCH. 40 PVC WITH SWEEP ELBOWS AT TURNING LOCATIONS WHEN SLEEVING IS REQUIRED. ALL SPLICES SHALL BE ENCLOSED WITHIN A VALVE/SPLICE BOX.

WIRE SIZED AND COLORED AS FOLLOWS:
#12 WHITE FOR COMMON
#12 SPARE BLACK COMMON (1 SPARE NEEDED PER 10 HOT WIRES)
#14 RED HOT WIRES
#14 SPARE YELLOW HOT WIRE (1 SPARES NEEDED PER 10 HOT WIRES, 3 SPARE MINIMUM)

WHEN WIRE RUNS EXCEEDS 3,500 LINEAR FEET, USE #10 FOR COMMON WIRES AND #12 FOR HOT/SPARE WIRES.

ALL IRRIGATION CONTROLLERS TO BE PROPERLY GROUNDED IN ACCORDANCE WITH MANUFACTURE'S RECOMMENDATIONS.

FLUSHING

PRIOR TO PLACEMENT OF HEADS FLUSH ALL LINES UNTIL LINES ARE COMPLETELY CLEAN OF DEBRIS.

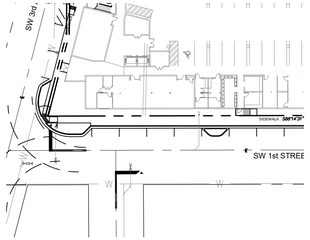
TRENCHING

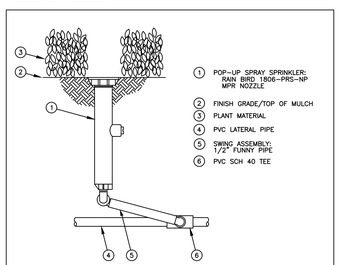
TRENCH BOTTOM TO BE UNIFORM AND FREE OF DEBRIS. NATIVE EXCAVATED MATERIAL USED TO BACKFILL TRENCH SHALL BE FREE FROM ROCKS OR STONES LARGER THAN 1" IN DIAMETER.

MISC.

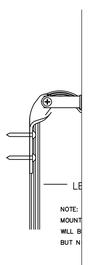
PRESSURE TEST MAINLINE AS PER FLORIDA BUILDING CODE. INSTALL IRRIGATION SYSTEM AS PER LATEST EDITION OF THE FLORIDA BUILDING CODE, APPENDIX F., AND ALL PERTINENT LOCAL CODES.

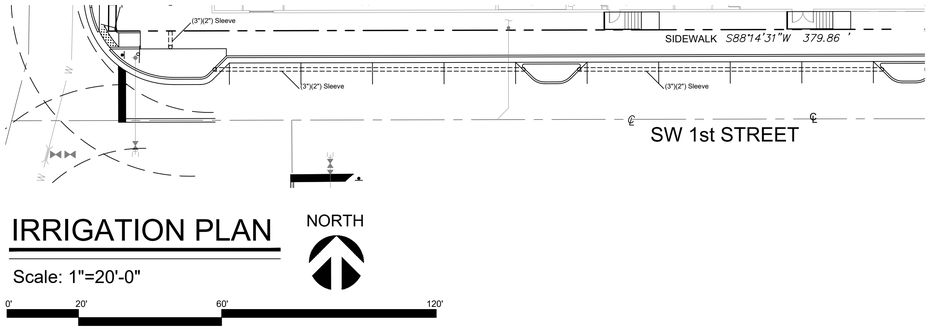
SPRAY HEADS INSTALLED IN SHRUB AREAS TO BE 12 INCH POP-UPS OR INSTALLED ON RISERS.





RAIN BIRD 1800 SERIES SPRINKLER


RAIN BIRD MIN



IRRIGATION PLAN

Scale: 1"=20'-0"

NORTH

0' 20' 60' 120'

CURVED TRUNK PALM PLANTING DET

CITY OF DANIA BEACH STANDARD LANDSCAPE PLAN NOTES:

- A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
- All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
- All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
- A tree removal permit is required prior to removal or relocation of any tree or Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
- Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800-432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
-Tree relocations:
    - Existing trees to be relocated shall be root pruned a minimum of 120 days prior to relocation
    - Minimum root ball sizes shall be in accordance with ANSI standards as follows:

Caliper	Minimum Root Ball Diameter
1	16
2	24
3	32
4	42
5	54
6	60
7	70
8	80
> 8	12 inches per inch of trunk diameter

    - Transplanted trees with undersized root balls may be rejected by the City; Arborist and replacement trees may be required.
    - A temporary irrigation system shall be provided during and for the first 40 days after root pruning.
- All planting must follow planting specifications and details shown on the plan.
- Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.
- All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.
- All sizes shown for plant material are to be considered minimums.
- Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence
- All new plant material shall be warranted by the landscape contractor for a minimum period of one year. The warrantee period shall begin after acceptance of the plants by the City Arborist.
- All plant beds to be treated with pre-emergent herbicide prior to planting.
- All tree and palm staking and support shall be removed one year after installation.
- No fertilizer shall be applied to newly planted trees and palms.
- All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.
- Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.
- All wire guys and/or fabric straps shall be flagged with florescent colored tape.
- Mulching:
    - All landscape areas not covered by sod shall be covered by a minimum 3-inch layer of mulch.
    - A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.
    - Cypress mulch shall not be used.
- All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.
- All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.

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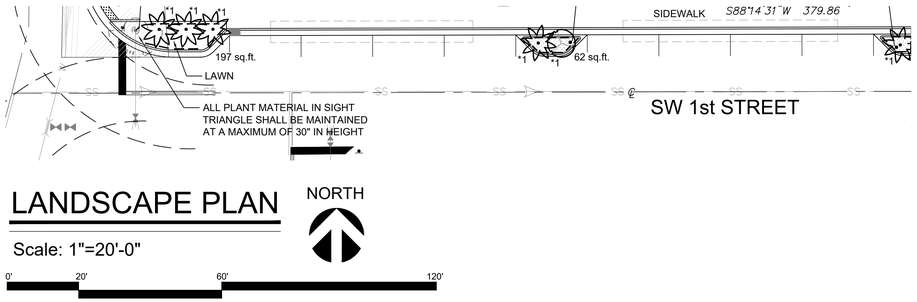
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LANDSCAPE PLAN

NORTH

Scale: 1"=20'-0"

0' 20' 60' 120'

PER SEC. 275-190(O), ROOT BARRIER WILL BE INSTALLED FOR ANY TREES OR PALMS PLANTED WITHIN 10 FEET OF ANY SIDEWALK, HARDSCAPE, OR PARKING AREA.

SYMBOL LEGEND

(#x) Tree to Remain

ITEMS LOCATED WITHIN SIGHT TRIANGLE

- UNDERGROUND DRAINAGE WELL
- FIRE HYDRANT
- STOP SIGN
- SABAL PALM
- GREEN ISLAND FICUS

October 13, 2021

City Place Apartments, Ltd.
Attn: Justin Gilbert
3050 Biscayne Boulevard, Suite #300
Miami, Florida 33137

RE: Arboricultural Findings for City Place 114 - 134 Southwest 1st Street, Dania Beach, Florida

To Whom It May Concern,

I visited the above-mentioned property on Saturday, September 25, 2021, to evaluate 58 trees, take photographs, perform relocation evaluations, note any defects and provide appraisals for trees per City of Dania Beach requirements. I revisited the property on Wednesday, October 13, 2021, to evaluate two additional trees numbers 59 and 60.

A total of 50 trees and 10 palms have been evaluated. A revised numbered aerial tree overlay, and revised tree evaluation spreadsheet have also been attached for review.

Please review tree specific details and photographs below.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree One



Carrotwood (*Cupaniopsis anacardioides*), facing northeast. Florida Exotic Pest Plant Council Category 1 invasive.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree Two



Gumbo Limbo (*Bursera simaruba*), facing west. Note poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Trees Three and Four



Carrotwood (*Cupaniopsis anacardioides*), facing southwest. Florida Exotic Pest Plant Council Category 1 invasive.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree Five



Avocado (*Persea americana*), facing southwest. Note large diameter deadwood (red arrow).

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree Six



Areca Palm (*Dypsis lutescens*), facing northwest. Note dead canes.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree Seven



Loquat (*Eriobotrya japonica*), facing south.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree Eight



Schefflera (*Schefflera actinophylla*), facing north. Florida Exotic Pest Plant Council Category 1 invasive.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree Nine



Tropical Almond (*Terminalia catappa*), facing north. Florida Exotic Pest Plant Council Category 2 invasive.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree Ten



Pink Tabebuia (*Tabebuia heterophylla*), facing south.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 11



Avocado (*Persea americana*), facing south. Note poor structure and visual evidence of decay.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 12



Gumbo Limbo (*Bursera simaruba*), facing south. Note poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 13



Green Buttonwood (*Conocarpus erectus*), facing east. Note poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 14



Foxtail Palm (*Wodyetia bifurcata*), facing west. Note double trunk and nutrient deficiencies.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 15



Papaya (*Carica papaya*), facing north.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 16



Papaya (*Carica papaya*), facing north.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 17



Cherry Laurel (*Prunus caroliana*), facing north.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 18



Loquat (*Eriobotrya japonica*), facing south. Note poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 19



Travelers Palm (*Ravenala madagascariensis*), facing south. Note confined root space.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

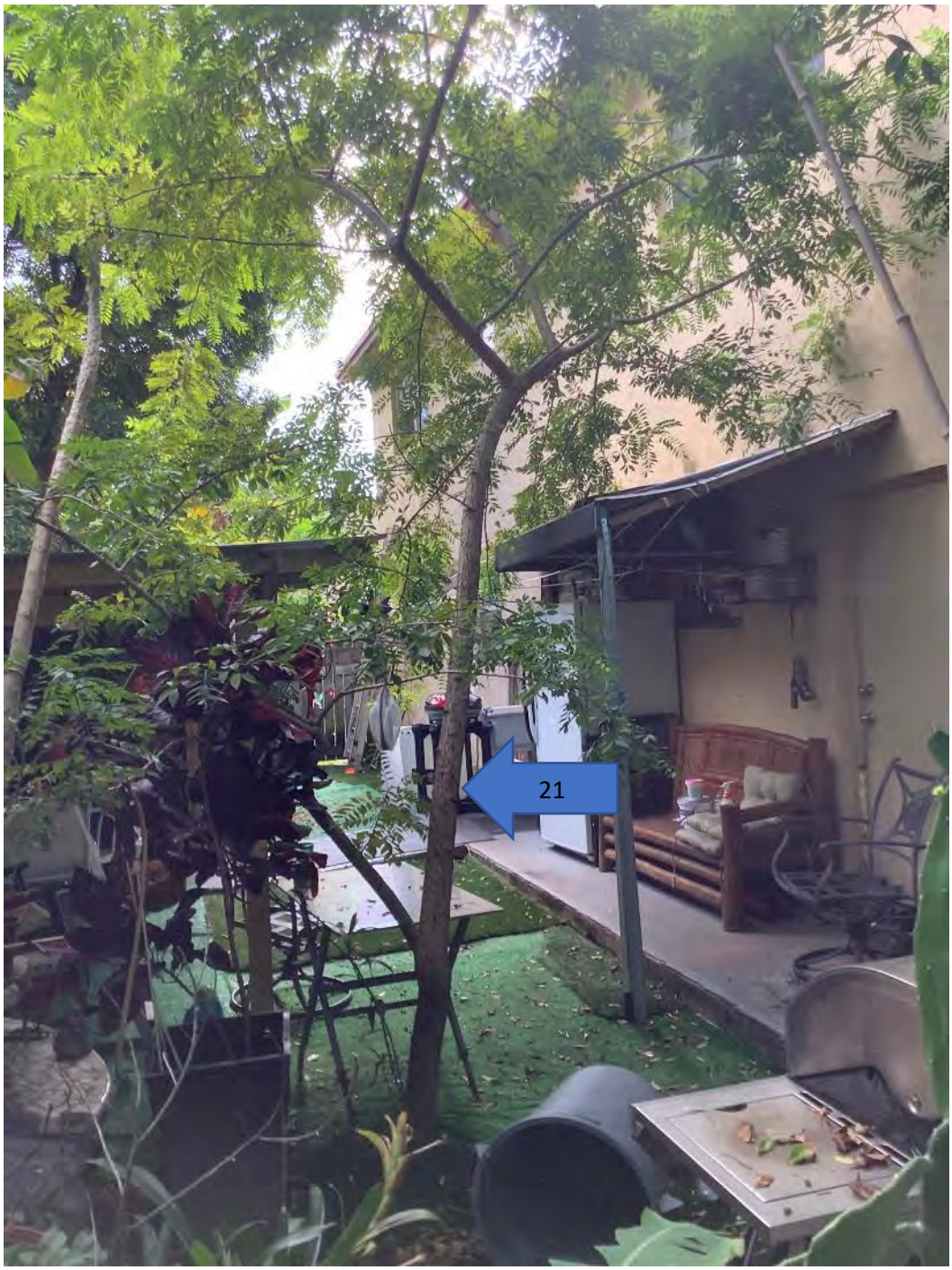
Tree 20



Papaya (*Carica papaya*), facing east.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 21



Moringa (*Moringa oleifera*), facing east. Note poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 22

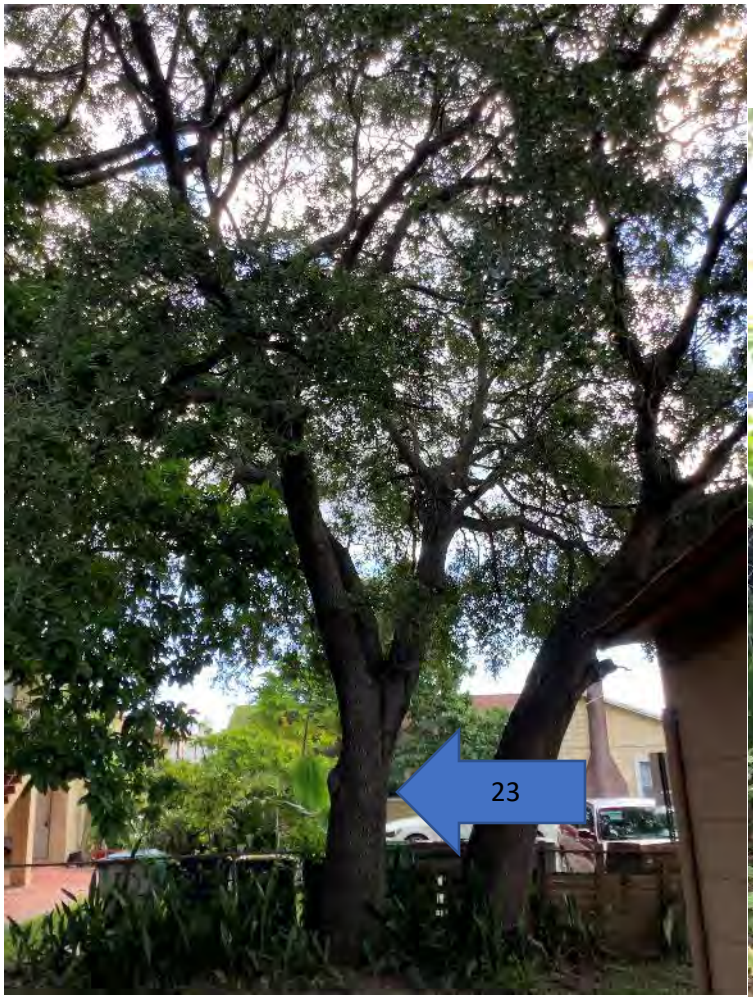




Live Oak (*Quercus virginiana*), facing east. Note poor structure, canopy crowding, trunk lean, and confined root space.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 23





Live Oak (*Quercus virginiana*), facing east. Note poor structure, canopy crowding, and confined root space.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 24



Avocado (*Persea americana*), facing north. Note poor structure and canopy crowding.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 25



Live Oak (*Quercus virginiana*), facing east. Note poor structure, canopy crowding, trunk lean, and confined root space.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 26



Weeping Fig (*Ficus benjamina*), facing north. Note poor structure, extensive visual evidence of decay, and deadwood.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 27



Live Oak (*Quercus virginiana*), facing west. Note poor structure, trunk lean and confined root space.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 28



Queen Palm (*Syagrus romanzoffiana*), facing north. Immature palm.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 29



Areca Palm (*Dypsis lutescens*), facing west. Immature palm.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 30



Mango (*Mangifera indica*), facing east. Note poor structure, deadwood, and flush cuts.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 31



Avocado (*Persea americana*), facing north. Note canopy crowding and poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 32



Mango (*Mangifera indica*), facing north. Note poor structure, deadwood, trunk lean and girdling roots.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 33



Mango (*Mangifera indica*), facing west. Note poor structure, deadwood, and canopy dieback.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 34



Avocado (*Persea americana*), facing west. Note poor structure and canopy crowding.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 35



Avocado (*Persea americana*), facing west. Note poor structure, deadwood, and canopy crowding.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
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c 954 612 2500
jeremytchancey@gmail.com

Tree 36



Live Oak (*Quercus virginiana*), facing west. Note poor structure, trunk lean and canopy crowding.

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c 954 612 2500
jeremytchancey@gmail.com

Tree 37



Sabal Palm (*Sabal palmetto*), facing west.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 38



Sabal Palm (*Sabal palmetto*), facing west.

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c 954 612 2500
jeremytchancey@gmail.com

Tree 39



Mango (*Mangifera indica*), facing north. Note poor structure and canopy crowding.

Jeremy T Chancey, Consulting Arborist
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Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 40



Schefflera (*Schefflera actinophylla*), facing north. Florida Exotic Pest Plant Council Category 1 invasive.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 41



Mango (*Mangifera indica*), facing north. Note poor structure and canopy crowding.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Tree 42





Live Oak (*Quercus virginiana*), facing north. Note poor structure, deadwood, trunk lean and canopy crowding.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Trees 43, 44 and 45



Fern Trees (*Filicium decipiens*), facing north. Note canopy crowding and poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Trees 46, 47 and 48



Fern Trees (*Filicium decipiens*), facing west. Note canopy crowding and poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
c 954 612 2500
jeremytchancey@gmail.com

Trees 49 and 50



Fern Trees (*Filicium decipiens*), facing west. Note canopy crowding and poor structure.

Jeremy T Chancey, Consulting Arborist
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c 954 612 2500
jeremytchancey@gmail.com

Tree 51



Fern Tree (*Filicium decipiens*), facing west. Note canopy crowding and poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
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c 954 612 2500
jeremytchancey@gmail.com

Tree 52



Fern Tree (*Filicium decipiens*), facing west. Note canopy crowding and poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
Fort Lauderdale, Florida 33312
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jeremytchancey@gmail.com

Trees 53 and 54



Fern Trees (*Filicium decipiens*), facing west. Note canopy crowding and poor structure.

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jeremytchancey@gmail.com

Tree 55



Fern Tree (*Filicium decipiens*), facing west. Note canopy crowding and poor structure.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
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c 954 612 2500
jeremytchancey@gmail.com

Tree 56



Foxtail Palm (*Wodyetia bifurcata*), facing northeast. Note nutrient deficiencies and trunk wounds (red arrow).

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c 954 612 2500
jeremytchancey@gmail.com

Tree 57



Foxtail Palm (*Wodyetia bifurcata*), facing north Note nutrient deficiencies.

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2500 Southwest 21st Street
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c 954 612 2500
jeremytchancey@gmail.com

Tree 58



Foxtail Palm (*Wodyetia bifurcata*), facing east. Note nutrient deficiencies.

Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
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c 954 612 2500
jeremytchancey@gmail.com

Tree 59





Live Oak (*Quercus virginiana*), facing southwest. Note poor structure, canopy crowding and confined root space.

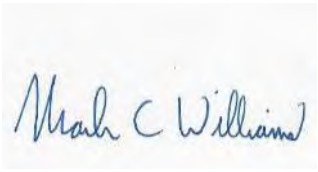
Jeremy T Chancey, Consulting Arborist
2500 Southwest 21st Street
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Tree 60



Live Oak (*Quercus virginiana*), facing north. Note poor structure and engulfed fence.

End Report



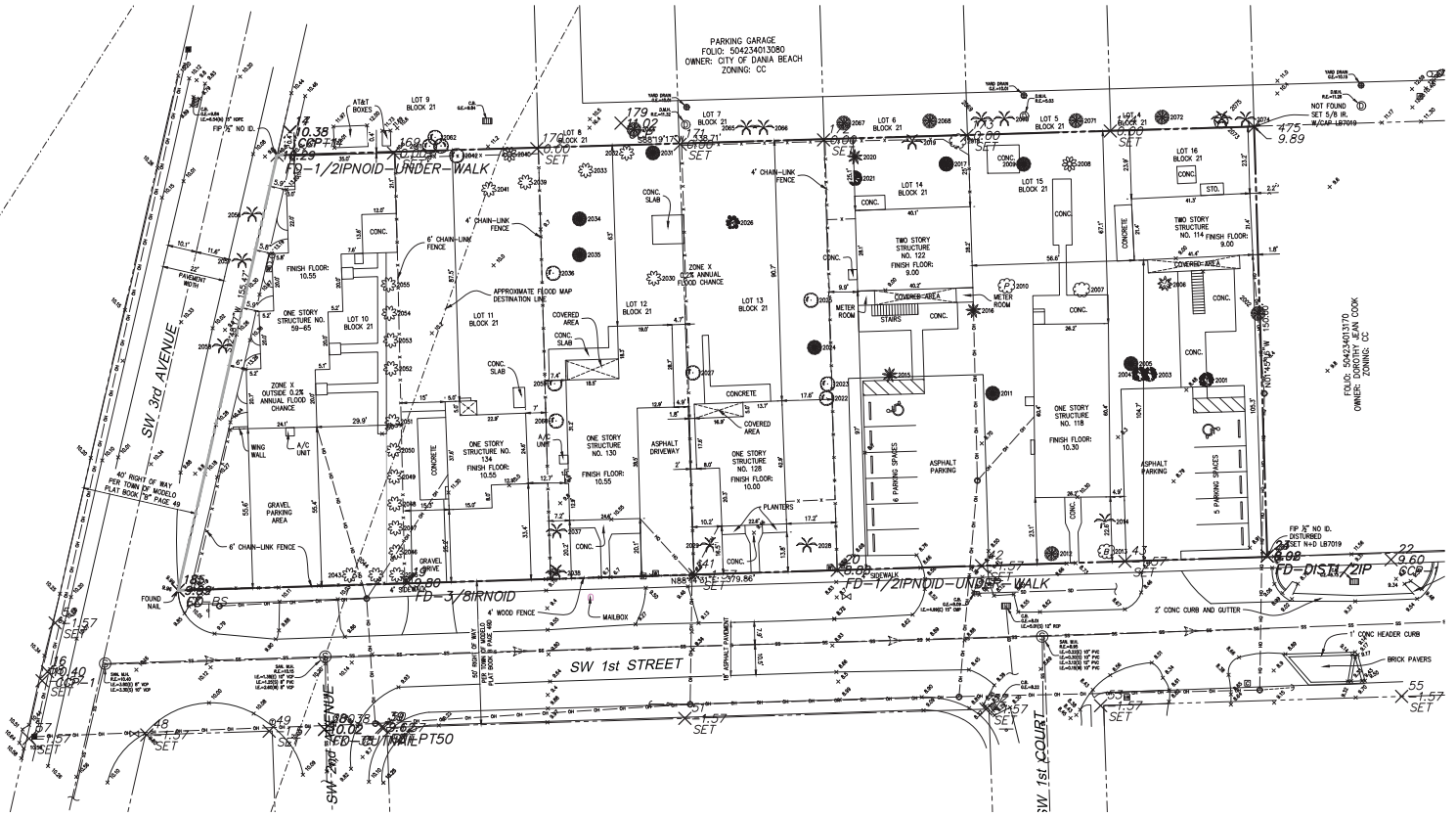
Mark C. Williams
ASCA Registered Consulting Arborist #580
ASCA Tree Plant Appraisal Qualified
ISA Certified Arborist Municipal Specialist FL 5221-AM
ISA Tree Risk Assessment Qualified
LIAF Certified Landscape Inspector #2007-0083

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		9/25/2021	City Place 114-122, 128-130, 134 SW 1st St. Dania Beach, FL										Revised 12/30/21
TREE #	**TREE SURVEY #**	**COMMON NAME**	**BOTANICAL NAME**	**HEIGHT (ft)**	**WIDTH (ft)**	**DBH (in)**	**CLEAR TRUNK (ft)**	**HEALTH CONDITION**	**HEALTH CONDITION %**	**APPRAISAL VALUE $**	**SPECIMEN CALCULATIONS (City Method)**	**RELOCATION CANDIDATE (Y/N)**	**OBSERVATIONS**
1	2001	Carrotwood	*Cupaniopsis anacardioides*	24.6	26	10.00		Fair	53%	N/A		N	Florida Exotic Pest Plant Council Category 1 invasive
2	2002	Gumbo Limbo	*Bursera simaruba*	17.4	22	14.50		Fair	56%	N/A		N	Poor structure, below overhead power lines, included bark
3	2003	Carrotwood	*Cupaniopsis anacardioides*	19.5	12	6.50		Fair	51%	N/A		N	Florida Exotic Pest Plant Council Category 1 invasive
4	2004	Carrotwood	*Cupaniopsis anacardioides*	22.7	16	8.25		Fair	51%	N/A		N	Florida Exotic Pest Plant Council Category 1 invasive
5	2005	Avocado	*Persea americana*	22.1	17	17.75		Poor	27%	N/A		N	Poor structure, canopy dieback, large diameter deadwood, visual evidence of decay
6	2006	Areca Palm	*Dypsis lutescens*	13.5	9	16" cluster	14	Poor	37%	N/A		N	Nutrient deficiencies, dead canes
7	2007	Loquat	*Eriobotrya japonica*	11	7	4.00		Good	62%	N/A		Y	Poor structure
8	2008	Schefflera	*Schefflera actinophylla*	20	25	34.75		Fair	53%	N/A		N	Florida Exotic Pest Plant Council Category 1 invasive
9	2009	Tropical Almond	*Terminalia catappa*	17.6	14	3.50		Fair	55%	N/A		N	Florida Exotic Pest Plant Council Category 2 invasive
10	2010	Pink Tabebuia	*Tabebuia heterophylla*	18.8	14	5.50		Fair	52%	N/A		N	Nutrient deficiencies, chlorotic foliage, thrips infestation, poor structure
11	2011	Avocado	*Persea americana*	26.1	24	19.00		Fair	53%	$2,733.75	**Plant Ant Tree Values 9/25/21** ($150 (Freund Flowering Trees) + 250 (Greenland Tropical Nursery) + 275 (Mix'd Greens Environmental)/3 = $225 (3" caliper price average) $225* 2.7 * 3 * .75 * 2= $2,733.75	N	Poor structure, deadwood, visual evidence of decay
12	2012	Gumbo Limbo	*Bursera simaruba*	15.7	21	6.00		Good	65%	N/A		Y	Poor structure
13	2013	Green Buttonwood	*Conocarpus erectus*	17.8	18	8.00		Good	62%	N/A	Changed to reflect the Square Root of the sum of the squared 4 trunk diameters. Square Root of (5*5 + 5*5 +5*5 + 3*3)=8	Y	Poor structure, multi trunk
14	2014	Foxtail Palm	*Wodyetia bifurcata*	15	10	6.50	6	Fair	57%	N/A		Y	Nutrient deficiencies
15	2015	Papya	*Carica papaya*	15.7	6	4.00		Good	62%	N/A		N	Confined root space
16	2016	Papya	*Carica papaya*	12.5	7	3.50		Good	64%	N/A		Y	Canopy crowding
17	2017	Cherry Laurel	*Prunus caroliana*	26.7	17	8.00		Fair	52%	N/A		N	Poor structure, overlifted canopy
18	2018	Loquat	*Eriobotrya japonica*	18	16	9.25		Fair	46%	N/A		N	Poor structure
19	2019	Travelers Palm	*Ravenala madagascariensis*	23	8	11.00	17	Fair	49%	N/A		N	Double trunk, confined root space
20	2020	Papya	*Carica papaya*	18	6	5.00		Good	62%	N/A		Y	
21	2021	Moringa	*Moringa oleifera*	14	12	4.00		Fair	54%	N/A		N	Poor structure, confined root space
22	2022	Live Oak	*Quercus virginiana*	38.4	32	27.00		Fair	52%	$10,611.00	**Plant Ant Values 12/13/21** ($595 (Bemac Tree Farm) + $675 (Becker Tree Farm) + 695 (Fish Branch Tree Farm))/3= $655 (5" caliper price average minimum 16' height) $655* 2.7 * 4 *.75 * 2 = $10,611.00	N	Poor structure, canopy crowding, confined root space, deadwood, trunk lean, unbalanced crown
23	2023	Live Oak	*Quercus virginiana*	39.6	26	26.25		Fair	53%	$10,611.00	**Plant Ant Values 12/13/21** ($595 (Bemac Tree Farm) + $675 (Becker Tree Farm) + 695 (Fish Branch Tree Farm))/3= $655 (5" caliper price average minimum 16' height) $655* 2.7 * 4 *.75 * 2 = $10,611.00	N	Poor structure, canopy crowding, confined root space, deadwood
24	2024	Avocado	*Persea americana*	25.6	14	7.50		Fair	50%	N/A		N	Poor structure, canopy crowding

25	2025	Live Oak	*Quercus virginiana*	41.6	28	25.75		Fair	53%	$10,611.00	**Plant Ant Values 12/13/21** ($595 (Bemac Tree Farm) + $675 (Becker Tree Farm) + 695 (Fish Branch Tree Farm))/3= $655 (5" caliper price average minimum 16' height) $655* 2.7 * 4 *.75 * 2 = $10,611.00	N	Poor structure, canopy crowding, trunk lean, overlifted canopy, deadwood
26	2026	Weeping Fig	*Ficus benjamina*	43	60	84.00		Poor	37%	$0.00		N	Poor structure, deadwood, canopy dieback, visual evidence of decay
27	2027	Live Oak	*Quercus virginiana*	34.1	30	15.25		Fair	52%	N/A		N	Poor structure, confined root space, overlifted canopy, deadwood
28	2028	Queen Palm	*Syagrus romanzoffiana*	9.4	8	5.75	4	Fair	54%	N/A		N	Nutrient deficiencies, immature palm
29	2029	Areca Palm	*Dypsis lutescens*	9	8	14 cluster	4	Fair	54%	N/A		N	Nutrient deficiencies, immature palm
30	2030	Mango	*Mangifera indica*	35.9	34	31.50		Fair	54%	$1,606.47	**Plant Ant Tree Values 9/25/21** ($145 (J&B Cool Plants) + 200 (Botanics Wholesale, Inc.) + 250 J&B Cool Plants)/3 = $198.33 (3" caliper price average) $198.33 * 2.7 * 4 * .75 * 1= $1,606.47	N	Poor structure, deadwood, flush cuts
31	2031	Avocado	*Persea americana*	18.3	14	5.75		Poor	39%	N/A		N	Poor structure, broken central leader, canopy crowding
32	2032	Mango	*Mangifera indica*	35.8	24	13.50		Fair	53%	N/A		N	Poor structure, trunk lean, girdling roots, deadwood
33	2033	Mango	*Mangifera indica*	25.8	14	19.25		Poor	40%	$0.00		N	Poor structure, chlorotic foliage, canopy dieback, visual evidence of decay, canopy crowding
34	2034	Avocado	*Persea americana*	17	16	19.00		Fair	44%	$683.44	**Plant Ant Tree Values 9/25/21** ($150 (Freund Flowering Trees) + 250 (Greenland Tropical Nursery) + 275 (Mix'd Greens Environmental))/3 = $225 (3" caliper price average) $225* 2.7 * 3 * .75 * .5 = $683.44	N	Poor structure, visual evidence of decay, canopy crowding
35	2035	Avocado	*Persea americana*	27.3	30	20.50		Fair	47%	$683.44	**Plant Ant Tree Values 9/25/21** ($150 (Freund Flowering Trees) + 250 (Greenland Tropical Nursery) + 275 (Mix'd Greens Environmental))/3 = $225 (3" caliper price average) $225* 2.7 * 3 * .75 * .5 = $683.44	N	Poor structure, canopy crowding, deadwood
36	2036	Live Oak	*Quercus virginiana*	26.3	22	14.50		Fair	50%	N/A		N	Poor structure, canopy crowding, unbalanced crown, deadwood
37	2037	Sabal Palm	*Sabal palmetto*	19.6	8	12.75		Good	65%	N/A		Y	
38	2038	Sabal Palm	*Sabal palmetto*	19.3	8	12.75		Good	65%	N/A		Y	
39	2039	Mango	*Mangifera indica*	12,2	10	5.00		Fair	51%	N/A		N	Poor structure, canopy crowding
40	2040	Schefflera	*Schefflera actinophylla*	20.5	23	22.00		Fair	50%	N/A		N	Florida Exotic Pest Plant Council Category 1 invasive
41	2041	Mango	*Mangifera indica*	19.4	10	4.25		Fair	52%	N/A		N	Poor structure, canopy crowding
42	2042	Live Oak	*Quercus virginiana*	51.6	50	31.00		Fair	52%	$5,305.50	**Plant Ant Values 12/13/21** ($595 (Bemac Tree Farm) + $675 (Becker Tree Farm) + 695 (Fishbranch Tree Farm))/3= $655 (5" caliper price average minimum 16' height) $655 * 2.7 * 4 * .75 * 1 = $5,305.50	N	Poor structure, canopy crowding, trunk lean, canopy dieback, deadwood
43	2043	Japanese Fern Tree	*Filicium decipiens*	17.9	10	6.00		Fair	52%	N/A		N	Canopy crowding, poor structure, dogleg
44	2044	Japanese Fern Tree	*Filicium decipiens*	17.7	8	5.00		Fair	51%	N/A		N	Canopy crowding
45	2045	Japanese Fern Tree	*Filicium decipiens*	18.3	12	6.50		Fair	53%	N/A		N	Canopy crowding
46	2046	Japanese Fern Tree	*Filicium decipiens*	19.8	8	5.50		Fair	51%	N/A		N	Canopy crowding, trunk lean
47	2047	Japanese Fern Tree	*Filicium decipiens*	17.5	10	4.75		Fair	52%	N/A		N	Canopy crowding, trunk lean, canopy dieback
48	2048	Japanese Fern Tree	*Filicium decipiens*	19.6	13	5.00		Fair	52%	N/A		N	Canopy crowding, trunk lean, canopy dieback, heading cuts

49	2049	Japanese Fern Tree	*Filicium decipiens*	19,4	8	5.50		Fair	52%	N/A		N	Canopy crowding, trunk lean, canopy dieback, heading cuts
50	2050	Japanese Fern Tree	*Filicium decipiens*	18.4	12	8.00		Fair	53%	N/A		N	Canopy crowding, minor canopy dieback
51	2051	Japanese Fern Tree	*Filicium decipiens*	20.3	14	6.00		Fair	54%	N/A		N	Canopy crowding
52	2052	Japanese Fern Tree	*Filicium decipiens*	20.2	12	7.00		Fair	54%	N/A		N	Canopy crowding, poor structure
53	2053	Japanese Fern Tree	*Filicium decipiens*	21.2	12	9.00		Fair	54%	N/A		N	Canopy crowding, poor structure
54	2054	Japanese Fern Tree	*Filicium decipiens*	21.6	12	9.00		Fair	54%	N/A		N	Canopy crowding, poor structure
55	2055	Japanese Fern Tree	*Filicium decipiens*	22.7	15	9.00		Fair	54%	N/A		N	Canopy crowding, poor structure
56	2056	Foxtail Palm	*Wodyetia bifurcata*	19	6	9.00	8	Fair	44%	N/A		N	Nutrient deficiencies, trunk wounds
57	2057	Foxtail Palm	*Wodyetia bifurcata*	9	6	5.00	6	Fair	47%	N/A		N	Nutrient deficiencies
58	2058	Foxtail Palm	*Wodyetia bifurcata*	16	8	5.50	6	Fair	51%	N/A		N	Nutrient deficiencies
59	2059	Live Oak	*Quercus virginiana*	23.4	14	7.75		Fair	49%	N/A		N	Poor structure, confined root space, canopy crowding
60	2060	Live Oak	*Quercus virginiana*	31.7	27	16.00		Fair	51%	N/A		N	Poor structure, engulfed adjacent fence, flush cuts and deadwood
		***I certify that all statements of fact in this appraisal are true, complete and correct to the best of my knowledge and belief**											
		and that they are made in good faith.											
		Mark C. Williams FL-5221 AM, ISA Certified Arborist Municipal Specialist (Treemendous Consulting Group LLC)											



GRAPHIC SCALE
1" = 20'

KEY TO ABBREVIATIONS

ALTA	= American Land Title Association
B.C.R.	= Broward County Public Records
℄	= Centerline
CCR	= Certified Corner Record
CMP	= Corrugated Metal Pipe
(D)	= Per Record Deed
I.D.	= Identification
INV.	= Invert
R	= Radius
Δ	= Central Angle
L	= Arc Length
FD.	= Found
HDPE	= High Density Polyethylene
I.D.	= Identification
I.P.	= Iron Pipe
I.R.	= Iron Rod
LB	= Licensed Business
NSPS	= National Society of Professional Surveyors
(McL)	= McLaughlin Engineering
MP	= Metal Pipe
O.R.B.	= Official Records Book
(P)	= Per Record Plat
P.B.	= Plat Book
PG.	= Page
PVC	= Polyvinyl Chloride
PRM	= Permanent Reference Monument
PSM	= Professional Surveyor & Mapper
RCP	= Reinforced Concrete Pipe
R/W	= Right-of-Way
(S)	= As Surveyed in the field
TOB	= Top of Baffle
TYP.	= Typical
W/	= With

SYMBOLS LEGEND

- Air Conditioner
- AT&T Box
- Cable Riser
- Catch Basin
- Check Valve
- Clean Out
- Concrete Light Pole
- Drainage Manhole
- Electric Box
- Electric Meter
- 7.07 x Existing Elevation
- Fiber Optic
- Fire Hydrant
- Guy Anchor
- Irrigation Valve
- Manhole
- Metal Light Pole
- Pedestrian Signal Pole
- Post
- Reducer
- Sanitary Sewer Manhole
- Sign
- Tactile Surface
- Telephone Box
- Telephone Manhole
- Traffic Signal Box
- Traffic Signal Pole
- Water Meter
- Water Valve
- Wood Utility Pole
- Wood Utility Pole w/Light
- Underground Drainage
- ——SS—— Underground Sanitary Sewer
- W——— Underground Water
- N 690997.46, E 953047.78 State Plane Coordinates

TREE LIST

TREE NUMBER	COMMON NAME	BOTANICAL NAME	DBH (in.)	HEIGHT (ft.)	CANOPY (ft.)
2001	Carrotwood	*Cupaniopsis anacardioides*	10	25	25
2002	Gumbo Limbo	*Bursera simaruba*	15	17	17
2003	Carrotwood	*Cupaniopsis anacardioides*	7	20	20
2004	Carrotwood	*Cupaniopsis anacardioides*	8	23	23
2005	Avocado	*Persea americana*	18	22	22
2006	Areca Palm	*Dypsis lutescens*	16" cluster	14	14
2007	Loquat	*Eriobotrya japonica*	4	11	11
2008	Schefflera	*Schefflera actinophylla*	35	20	20
2009	Tropical Almond	*Terminalia catappa*	4	18	18
2010	Pink Tabebuia	*Tabebuia heterophylla*	6	19	19
2011	Avocado	*Persea americana*	19	26	26
2012	Gumbo Limbo	*Bursera simaruba*	6.00	16	16
2013	Green Buttonwood	*Conocarpus erectus*	8.00	18	18
2014	Foxtail Palm	*Wodyetia bifurcata*	7	15	15
2015	Papya	*Carica papaya*	4	16	16
2016	Papya	*Carica papaya*	4	13	13
2017	Cherry Laurel	*Prunus caroliana*	8	27	27
2018	Loquat	*Eriobotrya japonica*	9	18	18
2019	Travelers Palm	*Ravenala madagascariensis*	11	23	23
2020	Papya	*Carica papaya*	5	18	18
2021	Moringa	*Moringa oleifera*	4	14	14
2022	Live Oak	*Quercus virginiana*	27	38	38
2023	Live Oak	*Quercus virginiana*	26	40	40
2024	Avocado	*Persea americana*	8	26	26
2025	Live Oak	*Quercus virginiana*	26	42	42
2026	Weeping Fig	*Ficus benjamina*	84	43	43
2027	Live Oak	*Quercus virginiana*	15	34	34
2028	Queen Palm	*Syagrus romanzoffiana*	6	9	9
2029	Areca Palm	*Dypsis lutescens*	14 cluster	9	9
2030	Mango	*Mangifera indica*	32	36	36
2031	Avocado	*Persea americana*	6	18	18
2032	Mango	*Mangifera indica*	14	36	36
2033	Mango	*Mangifera indica*	19	26	26
2034	Avocado	*Persea americana*	19	17	17
2035	Avocado	*Persea americana*	21	27	27
2036	Live Oak	*Quercus virginiana*	15	26	26
2037	Sabal Palm	*Sabal palmetto*	13	20	20
2038	Sabal Palm	*Sabal palmetto*	13	19	19
2039	Mango	*Mangifera indica*	5	12,2	12,2
2040	Schefflera	*Schefflera actinophylla*	22	21	21
2041	Mango	*Mangifera indica*	4	19	19
2042	Live Oak	*Quercus virginiana*	31	52	52
2043	Japanese Fern Tree	*Filicium decipiens*	6	18	18
2044	Japanese Fern Tree	*Filicium decipiens*	5	18	18
2045	Japanese Fern Tree	*Filicium decipiens*	7	18	18
2046	Japanese Fern Tree	*Filicium decipiens*	6	20	20
2047	Japanese Fern Tree	*Filicium decipiens*	5	18	18
2048	Japanese Fern Tree	*Filicium decipiens*	5	20	20
2049	Japanese Fern Tree	*Filicium decipiens*	6	19	19
2050	Japanese Fern Tree	*Filicium decipiens*	8	18	18
2051	Japanese Fern Tree	*Filicium decipiens*	6	20	20
2052	Japanese Fern Tree	*Filicium decipiens*	7	20	20
2053	Japanese Fern Tree	*Filicium decipiens*	9	21	21
2054	Japanese Fern Tree	*Filicium decipiens*	9	22	22
2055	Japanese Fern Tree	*Filicium decipiens*	9	23	23
2056	Foxtail Palm	*Wodyetia bifurcata*	9	19	19
2057	Foxtail Palm	*Wodyetia bifurcata*	5	9	9
2058	Foxtail Palm	*Wodyetia bifurcata*	6	16	16
2059	Live Oak	*Quercus virginiana*	9	30	22
2060	Live Oak	*Quercus virginiana*	12	35	32
2061	Live Oak	*Quercus virginiana*	27	32	28
2062	Live Oak	*Quercus virginiana*	29	35	30
2063	Live Oak	*Quercus virginiana*	32	40	30
2064	Gumbo Limbo	*Bursera simaruba*	9	15	18
2065	Sable Palm	*Sabal palmetto*	14	35	20
2066	Sable Palm	*Sabal palmetto*	12	35	20
2067	Gumbo Limbo	*Bursera simaruba*	8	22	15
2068	Gumbo Limbo	*Bursera simaruba*	12	22	15
2069	Sabal Palm	*Sabal palmetto*	14	35	18
2070	Sabal Palm	*Sabal palmetto*	12	32	18
2071	Gumbo Limbo	*Bursera simaruba*	12	22	15
2072	Gumbo Limbo	*Bursera simaruba*	8	18	15
2073	Ficus		6	8	11
2074	Sabal Palm	*Sabal palmetto*	14	25	15
2075	Sabal Palm	*Sabal palmetto*	12	30	15

TREE NOTES

1. DBH INDICATES "TREE TRUNK DIAMETER AT BREAST HEIGHT" - APPROXIMATELY4.5 FEET ABOVE GRADE - MEASUREMENT GIVEN IN INCHES.
2. COMMON TREE NAME INDICATES A GENERAL DESCRIPTION OF THE TREE TO BE QUALIFIED BY THE CLIENT'S ENVIRONMENTAL CONSULTANT.
3. CANOPY INDICATES APPROXIMATE DIAMETER OF DRIP LINE- MEASUREMENT GIVE IN FEET.
4. AREA LOCATION IS CENTER OF CLUSTER OF 2" TO 3" TRUNKS.
5. OTHER LANDSCAPING NOT LOCATED FOR THE PURPOSES OF THIS SURVEY.

Digitally signed by Donald L Cooper
DN: c=US, o=SUN-TECH ENGINEERING INC, ou=A01410D00000171EA2B4317 0000BAA9, cn=Donald L Cooper
Date: 2022.01.06 14:43:22 -05'00'

STE Sun-Tech Engineering, Inc
Engineering · Planning · Surveying
4577 Nob Hill Road, Suite 100
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #70971,LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

REVISIONS		
NO.	DATE:	DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY
DANIA CITY PLACE

CITY OF DANIA BEACH — FLORIDA

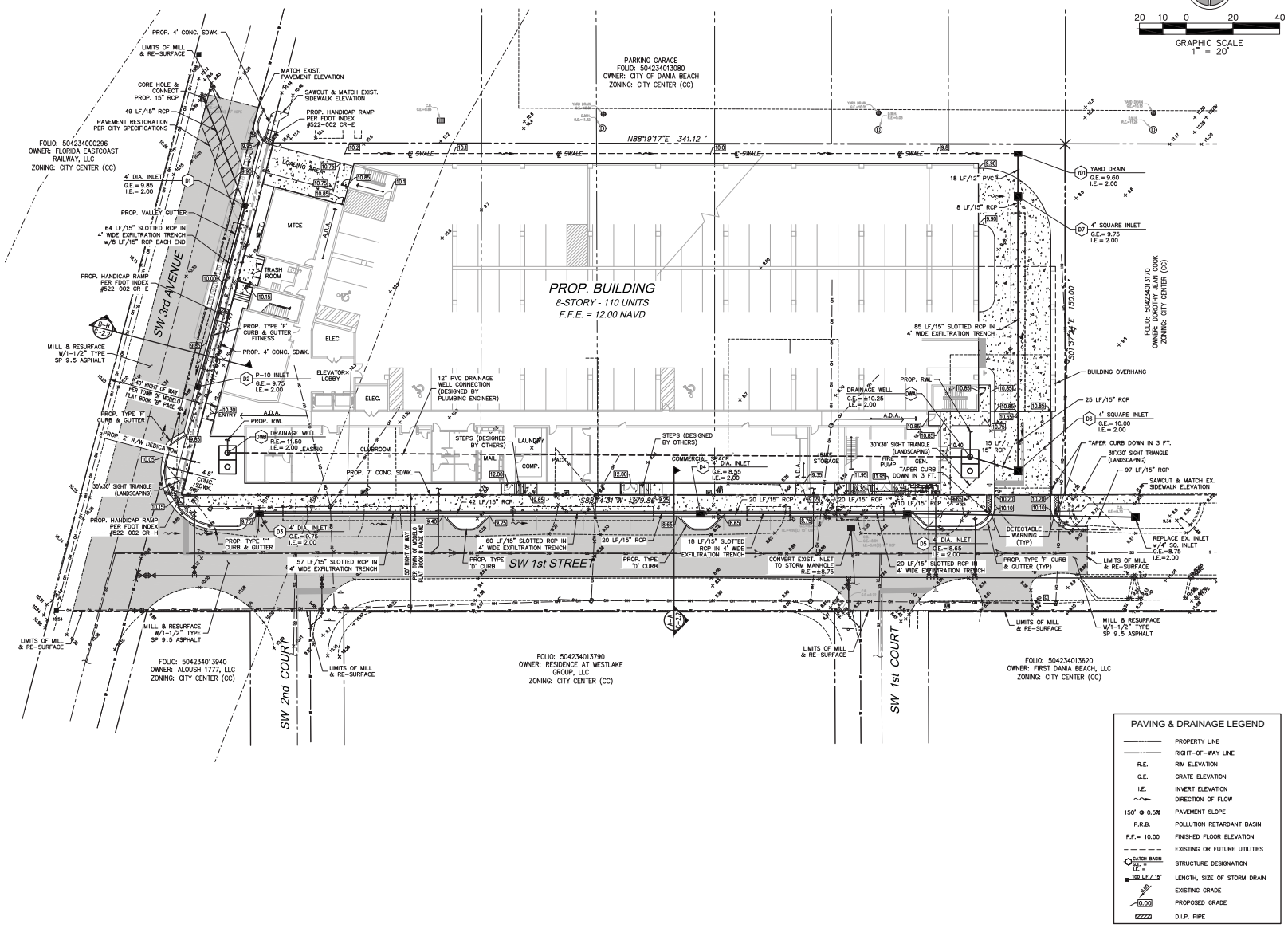
LOTS 10 - 16 BLOCK 21
THE TOWN OF MODELO (DANIA) (PLAT BOOK "B" PAGE 49, DADE COUNTY RECORDS)

DATE:	10/12/21
SCALE:	1"=20'
DESIGNED BY:	D.C.
DRAWN BY:	R.V.
JOB #:	21-4103

SHEET No.
V-3

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103ALTA.dwg
PLOT DATE: 1/6/2022 2:33 PM BY: Virginia Valentine
LAYOUT: [V-3]

Xref CRL-stamp-w-disclaimer.dwg



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Fax (954) 777-3114

REVISIONS

NO.	DATE:	DESCRIPTION

CITY PLACE

CITY OF DANIA BEACH, FLORIDA

PAVING, DRAINAGE & GRADING PLAN

DATE:	OCT 2021
SCALE:	1" = 20'
DESIGNED BY:	C.R.L.
DRAWN BY:	A.V.
JOB #:	21-4103

CLIFFORD R. LOUTAN LICENSE No. 56890 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: **February 3, 2022**

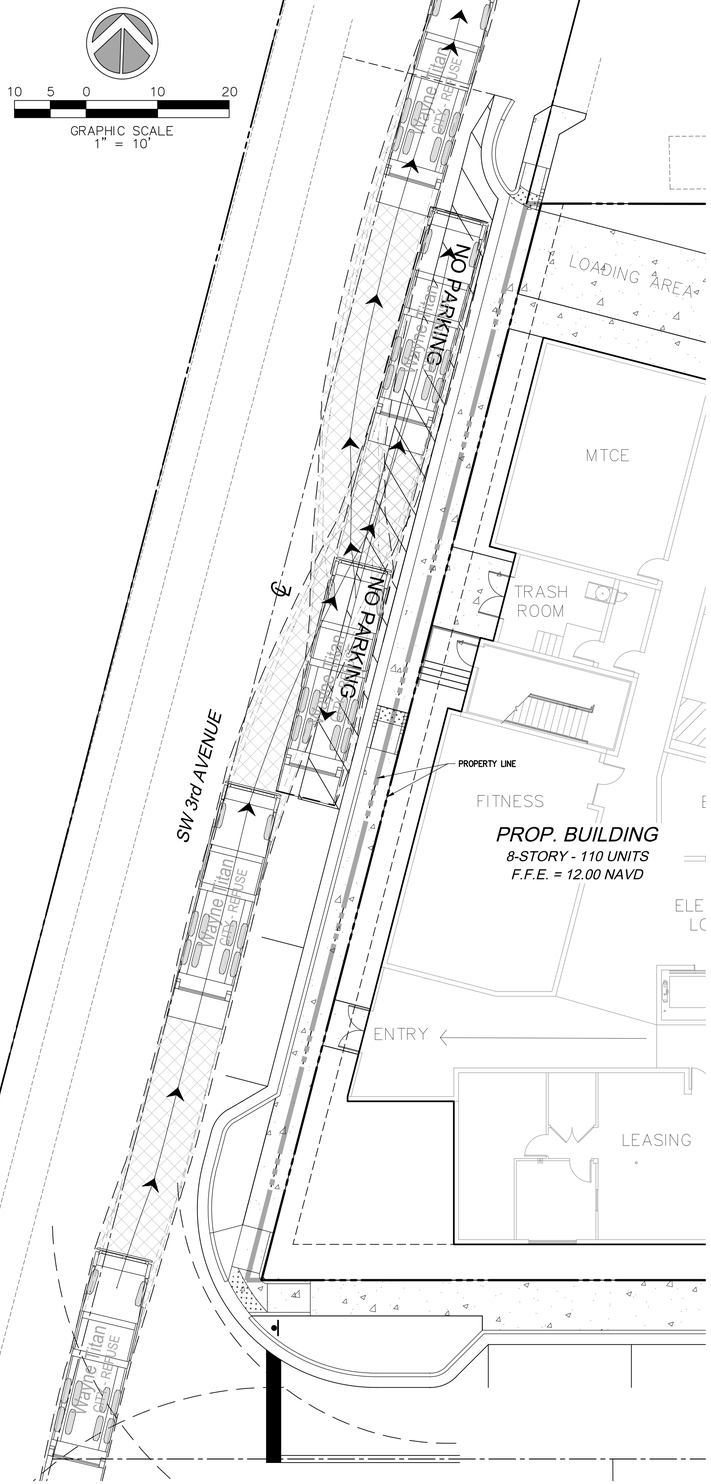
This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Clifford R Loutan
Date: 2022.02.03 11:15:56 -05'00'

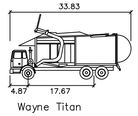
SHEET No.
C-2.1

K:\PROJECTS\21-xxx\21-4103\dwg\4103d.dwg, C2.1, 2/3/2022 11:46:27 AM, 11, Xref-ref-Engineering Inc (MAS)

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103d.dwg
PLOT DATE: 2/3/2022 11:45 AM BY: Miguel A. Sosa
LAYOUT: [C-2.1]

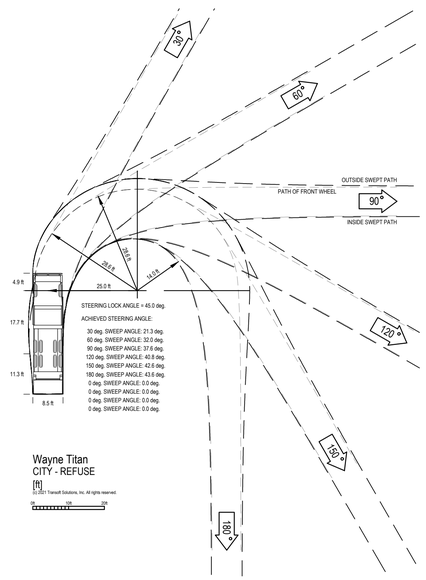


REFUSE PICKUP
SCALE = 1" = 10'



Wayne Titan

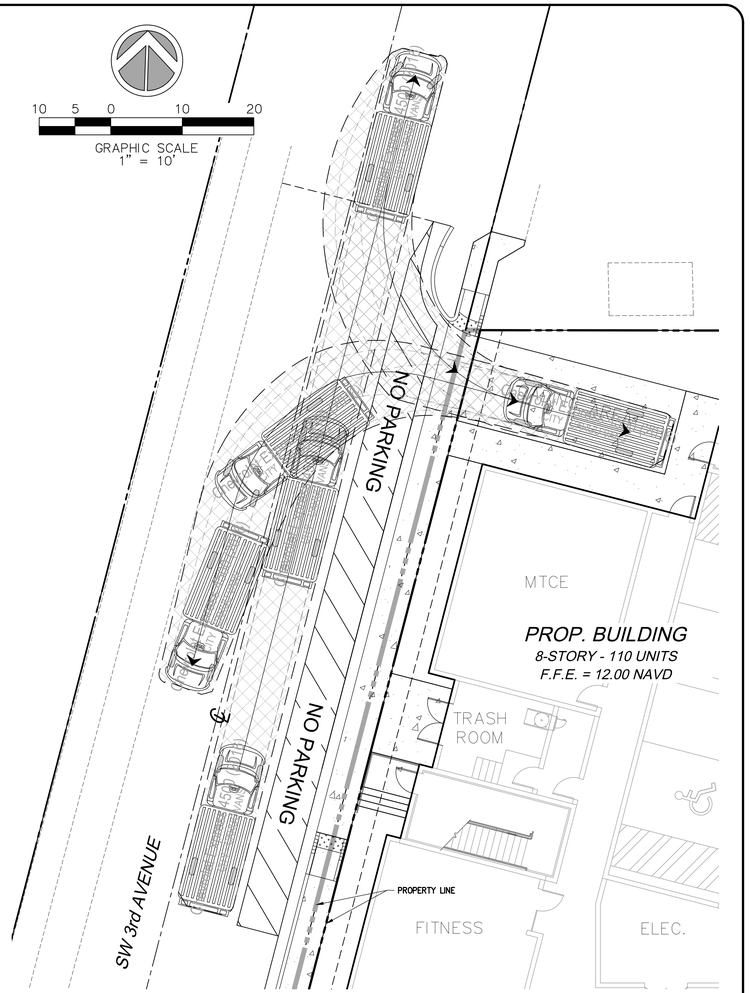
	feet
Width	: 8.46
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0



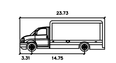
Wayne Titan
CITY - REFUSE

[ft]
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NOT TO SCALE

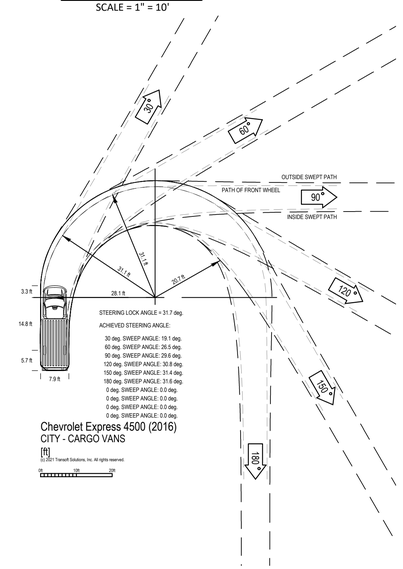


LOADING AREA
SCALE = 1" = 10'



Chevrolet Express 4500 (2016)

	feet
Width	: 7.91
Track	: 6.42
Lock to Lock Time	: 6.0
Steering Angle	: 31.7



Chevrolet Express 4500 (2016)
CITY - CARGO VANS

[ft]
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NOT TO SCALE

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103sp-at.dwg
PLOT DATE: 1/6/2022 12:44 PM BY: Andy Vennemon
LAYOUT: [C-1.2]

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Fax (954) 777-3114

REVISIONS

NO.	DATE:	DESCRIPTION

CITY PLACE
CITY OF DANIA BEACH FLORIDA
SITE PLAN
REFUSE/LOADING AUTOTURN

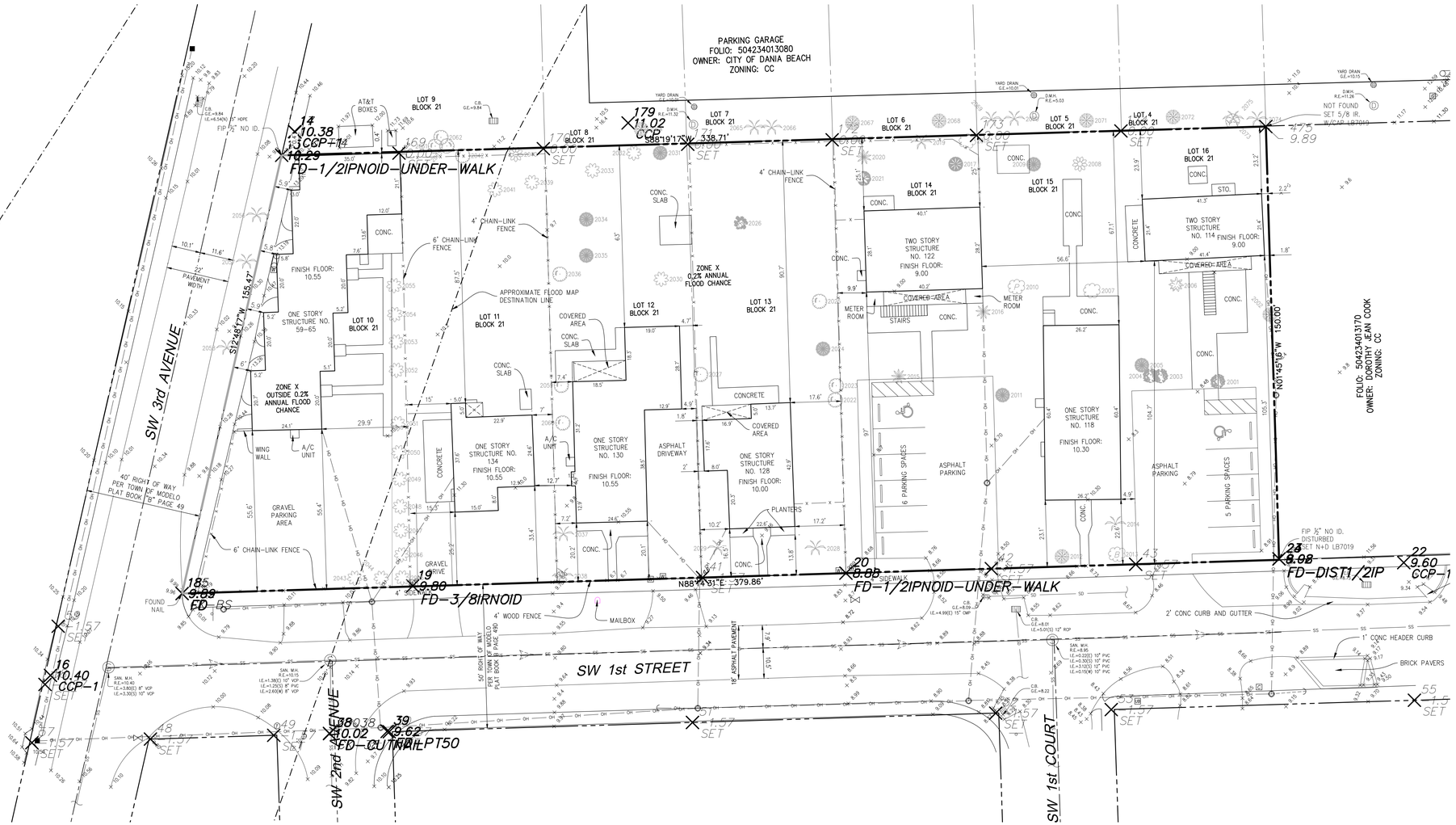
DATE:	OCT 2021
SCALE:	AS NOTED
DESIGNED BY:	C.R.L.
DRAWN BY:	A.V.
JOB #:	21-4103

CLIFFORD R. LOUTAN LICENSE No. 56890 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: **January 6, 2022**

This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SHEET No.
C-1.2



20 10 0 20 40

GRAPHIC SCALE
1" = 20'

KEY TO ABBREVIATIONS:

ALTA	= American Land Title Association
L	= Arc Length
B.C.R.	= Broward County Public Records
C.B.	= Catch basin
Δ	= Center Angle
℄	= Centerline
CCR	= Certified Corner Record
CMP	= Corrugated Metal Pipe
(D)	= Per Record Deed
I.D.	= Identification
I.E.	= Invert Elevation
G.E.	= Grate Elevation
HDPE	= High Density Polyethylene
ID.	= Identification
FIP.	= Found Iron Pipe
FIR.	= Found Iron Rod
LB	= Licensed Business
NSPS	= National Society of Professional Surveyors
M.H.	= Manhole
(McL)	= McLaughlin Engineering
MP	= Metal Pipe
O.R.B.	= Official Records Book
(P)	= Per Record Plat
P.B.	= Plat Book
PG.	= Page
PVC	= Polyvinyl Chloride
PRM	= Permanent Reference Monument
PSM	= Professional Surveyor & Mapper
R	= Radius
R.E.	= Rim Elevation
RCP	= Reinforced Concrete Pipe
R/W	= Right-of-Way
(S)	= As Surveyed in the field
TOB	= Top of Baffle
TYP.	= Typical
VCP	= Vitrified Clay Pipe
W/	= With

SYMBOLS LEGEND:

- Air Conditioner
- AT&T Box
- Cabinet
- Catch Basin
- Check Valve
- Clean Out
- Concrete Light Pole
- Drainage Manhole
- Electric Box
- Electric Meter
- 7.07 x Existing Elevation
- FO Fiber Optic
- Fire Hydrant
- Guy Anchor
- Irrigation Valve
- Manhole
- Metal Light Pole
- Pedestrian Signal Pole
- Post
- Reducer
- Sanitary Sewer Manhole
- Sign
- Tactile Surface
- Telephone Box
- Telephone Manhole
- Traffic Signal Box
- Traffic Signal Pole
- Water Meter
- Water Valve
- Wood Utility Pole
- Wood Utility Pole w/Light
- Underground Drainage
- SS Underground Sanitary Sewer
- W Underground Water

PROPERTY ADDRESSES:

LOT-10	59-65 SW 3 AVENUE, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 5042340131200 - 1 COMMERCIAL BUILDING W/ 4 SEPERATE BAYS
LOT-11	134 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 5042340131300 - 1 SINGLE FAMILY PROPERTY
LOT-12	130 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 5042340131400 - 1 SINGLE FAMILY PROPERTY
LOT-13	128 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 5042340131500 - 1 SINGLE FAMILY PROPERTY
LOT-14-16	114-122 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 5042340131600 - 1 SINGLE FAMILY PROPERTY & 2 BUILDINGS W/ 4 UNITS EACH

AREA AS SURVEYED:

LOTS 10-16: 54,165.10 SQUARE FEET 1.243 ACRES

PARKING TABULATION:

9 REGULAR PARKING SPACES
2 HANDICAP PARKING SPACES
11 TOTAL PARKING SPACES

FLOOD MAP INSURANCE RATE MAP INFORMATION:

Map No. 12011C0567H
Community Name: City of Dania Beach
Community No. 120034
Panel No. 12011C0567
Suffix: H
Flood Zone: X / X
Base Flood Elevation: Areas of 0.2% annual chance flood, VE - 1% annual chance flood. Coastal flood areas of 1% annual chance flood with zone with velocity hazard (wave action). average depths of less than 1 foot or Base Flood Elevations Determined. with drainage areas less than 1 square mile, and areas protected by levees AO - 1% annual chance flood. from 1% chance annual flood.
Effective Date of Map: August 18, 2014

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103ALTA.dwg
PLOT DATE: 1/6/2022 2:33 PM BY: Virginia Valentine
LAYOUT: [V-2]

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STE Sun-Tech Engineering, Inc.
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REVISIONS

NO.	DATE:	DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY
DANIA CITY PLACE

CITY OF DANIA BEACH — FLORIDA

LOTS 10 - 16 BLOCK 21
THE TOWN OF MODELO (DANIA) (PLAT BOOK "B" PAGE 49, DADE COUNTY RECORDS)

DATE:	10/12/21
SCALE:	1"=20'
DESIGNED BY:	D.C.
DRAWN BY:	R.V.
JOB #:	21-4103

SHEET No.
V-2

Xref CRL-stamp-w-disclaimer.dwg



LOCATION MAP

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER NO. 8617163
DATED JULY 14, 2020 AT 8:00 AM
REVIEW OF ITEMS SCHEDULE B-II
REVISION NUMBER: 2: No. 2 - SEPTEMBER 21, 2021

ITEM 1-5: Not addressed; Not a survey related matter.

ITEM 6: Agreement recorded in Official Records Book 6093, Page 658, of the Public Records of Broward County, Florida. (As to Lots 14, 15 and 16). Affects subject property but contains no plottable matters.

ITEM 7: Collateral Assignment of Fire Rescue Assessments Fees together with the Resolution contained therein recorded in Official Records Book 26118, Page 737, of the Public Records of Broward County, Florida. Affects subject property but contains no plottable matters.

ITEM 8: Not addressed; Not a survey related matter.

LEGAL DESCRIPTION:

Lots 10, 11, 12, 13, 14, 15 and 16, Block 21 of "TOWN OF MODELO" according to the plat thereof as recorded in Plat Book "B", at Page 49 of the Public Records of Miami-Dade County, Florida, lying and being situated in the city of Dania Beach, Florida.

SURVEYOR'S NOTES:

1. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
2. Dimensions shown are taken at the exposed areas of improvements, underground footers, foundations, utilities or other subsurface features are not located for the purposes of this survey.
3. Sun-Tech Engineering, Inc. reserves the right to utilize any and all information obtained in the preparation of this survey, including this map of survey, for any other purposes.
4. This drawing may not be reproduced in whole or in part without the permission of Sun-Tech Engineering, Inc. additions or deletions to the survey map by other than the signing party is prohibited without the written consent of the signing party.
5. This drawing is not valid without the signature and original raised seal of a Florida licensed surveyor and Mapper.
6. The certification contained herein is for the latest date of field survey or latest revision date, whichever applicable.
7. Some features shown hereon may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled measurements.
8. Sources of information used in the preparation of this map of survey are as follows:
   A. Recorded plat entitled "THE TOWN OF MODELO PLAT" Plat Book "B" Page 49, Dade County Records.
9. The horizontal accuracy of field measured control meets the applicable requirements of Chapter 5J-17.052(15)(b)(ii). The accuracy obtained is 1:57,223 and is based on a closed geometric figure.
10. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Agriculture and Consumer Services, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
11. This survey does not determine ownership of the subject property or its adjoiners. Ownership information, if shown, was obtained from a public record search of the Broward County Property Appraiser's Office.
12. The undersigned surveyor has been provided a copy of Commitments for Title Insurance issued by Fidelity National Title Insurance Company Order No. 8617163 Effective date: July 14, 2020 at 8:00 AM Revision Number: 2: No. 2 - September 21, 2021
13. The purpose of this Map of Survey is to depict the results of a Boundary Survey pursuant to Chapter 5J-17.052(2) Florida Administrative Code. Uses inconsistent with its intended purpose are prohibited.
14. Contractual considerations and obligations between the surveyor and client may be addressed in the preparation of this survey. Underground utilities, if shown, were located based on markings provided by utilities location services and other sources of information. Underground footers, foundations or subterranean structures were not located for the purposes of this survey.
15. The bearings shown hereon are assumed.
16. The basis of this survey is a legal description as provided by the client, and as described in Commitments referenced in Surveyor's Note 12.
17. The reviewing surveyor encountered no observable evidence of earth moving work, building construction or building additions within recent months on the subject premises.
18. The elevations shown hereon are based on North American Vertical Datum of 1988 (N.A.V.D. 88), and are relative to the following described Benchmark: Site Benchmark No.1 From The plat entitled "DANIA BEACH CITY CENTER" Plat Book 179, Page 137. Elevation 10.97 (N.G.V.D. 29). Subtract 1.57 For (N.A.V.D. 88)
19. The reviewing surveyor encountered no observable evidence of wetlands, nor was informed of any historic wetlands on the subject premises.
20. The vertical accuracy of field measured control meets the applicable Requirements of Chapter 5J-17.050(10)(k). The vertical accuracy of the closed level loop obtained is 0.01'. A maximum allowable error of accuracy for this survey is 0.05' times the square root of the distance of the level circuit in miles [(√0.2282) x 0.05 = 0.239'].

PROPERTY ADDRESSES:

LOT-10	59-65 SW 3 AVENUE, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 504234013120 - 1 COMMERCIAL BUILDING W/ 4 SEPERATE BAYS
LOT-11	134 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 504234013130 - 1 SINGLE FAMILY PROPERTY
LOT-12	130 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 504234013140 - 1 SINGLE FAMILY PROPERTY
LOT-13	128 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 504234013150 - 1 SINGLE FAMILY PROPERTY
LOT-14-16	114-122 MONROE UDELL STREET, DANIA BEACH FL, 33004-3629	OWNER: PALMIERS INVESTMENTS, LLC	FOLIO: 504234013160 - 1 SINGLE FAMILY PROPERTY & 2 BUILDINGS W/ 4 UNITS EACH

KEY TO ABBREVIATIONS:

ALTA = American Land Title Association
L = Arc Length
B.C.R. = Broward County Public Records
C.B. = Catch basin
Δ = Center Angle
℄ = Centerline
CCR = Certified Corner Record
CMP = Corrugated Metal Pipe
(D) = Per Record Deed
I.D. = Identification
I.E. = Invert Elevation
G.E. = Grate Elevation
HDPE = High Density Polyethylene
ID. = Identification
FIP. = Found Iron Pipe
FIR. = Found Iron Rod
LB = Licensed Business
NSPS = National Society of Professional Surveyors
M.H. = Manhole
(McL) = McLaughlin Engineering
MP = Metal Pipe
O.R.B. = Official Records Book
(P) = Per Record Plat
P.B. = Plat Book
PG. = Page
PVC = Polyvinyl Chloride
PRM = Permanent Reference Monument
PSM = Professional Surveyor & Mapper
R = Radius
R.E. = Rim Elevation
RCP = Reinforced Concrete Pipe
R/W = Right-of-Way
(S) = As Surveyed in the field
TOB = Top of Baffle
TYP. = Typical
VCP = Vitrified Clay Pipe
W/ = With

SYMBOLS LEGEND:

Air Conditioner
AT&T Box
Cable Riser
Catch Basin
Check Valve
Clean Out
Concrete Light Pole
Drainage Manhole
Electric Box
Electric Meter
7.67 x Existing Elevation
Fiber Optic
Fire Hydrant
Guy Anchor
Irrigation Valve
Manhole
Metal Light Pole
Pedestrian Signal Pole
Post
Reducer
Sanitary Sewer Manhole
Sign
Tactile Surface
Telephone Box
Telephone Manhole
Traffic Signal Box
Traffic Signal Pole
Water Meter
Water Valve
Wood Utility Pole
Wood Utility Pole w/Light
Underground Drainage
SS Underground Sanitary Sewer
W Underground Water

FLOOD MAP INSURANCE RATE MAP INFORMATION:

Map No. 12011C00567H
Community Name: City of Dania Beach
Community No. 120034
Panel No. 12011C0567
Suffix: H
Flood Zone: X / X
Base Flood Elevation: Areas of 0.2% annual chance flood, VE - 1% annual chance flood. Coastal flood areas of 1% annual chance flood with zone with velocity hazard (wave action). average depths of less than 1 foot or Base Flood Elevations Determined. with drainage areas less than 1 square mile, and areas protected by levees AO - 1% annual chance flood. from 1% chance annual flood.
Effective Date of Map: August 18, 2014

AREA AS SURVEYED:

LOTS 10-16: 54,165.10 SQUARE FEET 1.243 ACRES

PARKING TABULATION:

9 REGULAR PARKING SPACES
2 HANDICAP PARKING SPACES
11 TOTAL PARKING SPACES

CERTIFIED TO:

Stearns Weaver Miller Weissler Alhadeff & sitterson, P.A.; Fidelity National Title Insurance Company; City Place Apartments, Ltd., a Florida limited Partnership; Palmiers Investments, LLC, a Florida limited liability company.

SURVEYOR'S CERTIFICATE

This map and the Survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements For ALTA/NSPS Land Title Surveys" jointly established and adopted by American Land Title Association and National Society of Professional Surveyors in 2021, and includes items 1, 2, 3, 4, 5, 7(a), 7(b), 8, 9, 11, 13, 14, 16, 17 and 18 of Table A thereof. Pursuant to Accuracy Standards adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion as a land surveyor registered in the State of Florida, the maximum Relative Positional Accuracy of this survey does not exceed that which is specified therein.

SUN-TECH ENGINEERING, INC.
Latest date of Field Survey: October 12, 2021

DONALD L. COOPER, P.S.M. Date:
Professional Surveyor and Mapper
Florida Registration No. 6269

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Sunrise, FL 33351
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Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114
STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

REVISIONS

NO.	DATE:	DESCRIPTION
1	10/19/2021	REVISION

ALTA/NSPS LAND TITLE SURVEY
DANIA CITY PLACE

CITY OF DANIA BEACH — FLORIDA

LOTS 10 - 16 BLOCK 21
THE TOWN OF MODELO (DANIA) (PLAT BOOK "B" PAGE 49, DADE COUNTY RECORDS)

DATE: 10/12/21
SCALE: 1"=150'
DESIGNED BY: D.C.
DRAWN BY: R.V.
JOB #: 21-4103

DONALD L. COOPER — LICENSE NO. 6269 — STATE OF FLORIDA — PROFESSIONAL SURVEYOR & MAPPER

SHEET No.
V-1

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103ALTA.dwg
PLOT DATE: 1/6/2022 2:32 PM BY: Virginia Valentine
LAYOUT: [V-1]

Xref CRL-stamp-w-disclaimer.dwg

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103ws.dwg
PLOT DATE: 2/3/2022 11:47 AM BY: Miguel A. Sosa
LAYOUT: [C-4.1]

CITY PLACE

DANIA BEACH

WATER & SEWER PLAN

FLORIDA

REVISIONS		
NO.	DATE:	DESCRIPTION

DATE:	OCT 2021
SCALE:	1" = 20'
DESIGNED BY:	C.R.L.
DRAWN BY:	A.V.
JOB #:	21-4103

SHEET No.
C-4.1

NOTES:
1. CONTRACTOR TO ADJUST ALL VALVES, CLEANOUTS, MANHOLES, ETC. TO GRADE, WITHIN LIMITS OF CONSTRUCTION.
2. CONTRACTOR TO LOCATE AND PROVIDE EQUIPMENT, SEE WATER SERVICE FOR ABANDONING EXIST. WATER MAIN.

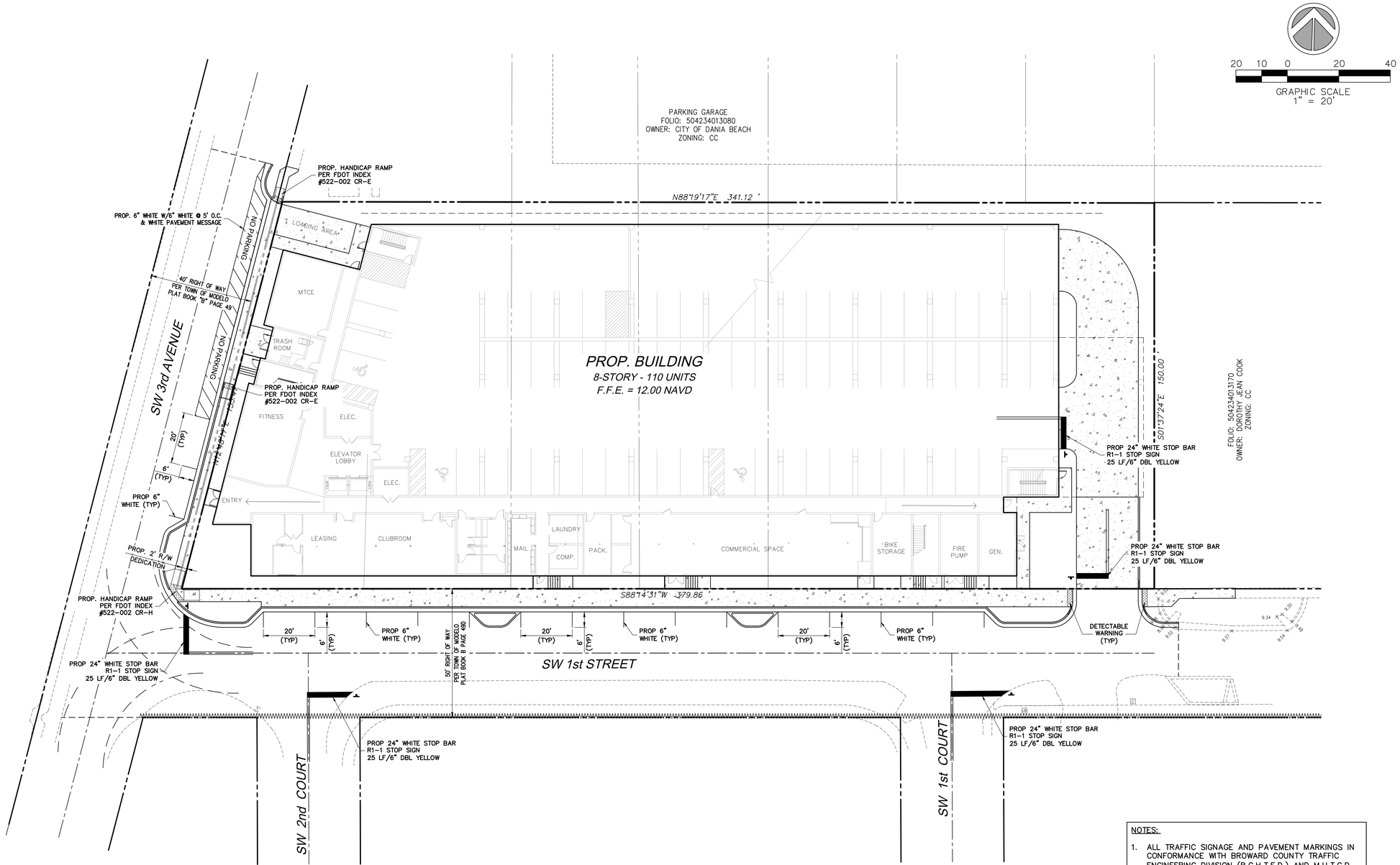
WATER & SEWER LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- DOUBLE WATER METER SERVICE
- SINGLE WATER METER SERVICE
- LENGTH, SIZE & TYPE OF WATER MAIN — 85 L.F./8" W.M.
- FIRE HYDRANT, GATE VALVE & TEE ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED CHECK VALVE
- BACTERIOLOGICAL SAMPLING POINT — S.P.#2
- PROP. LIGHT POLE
- EXISTING OR FUTURE UTILITIES — E
- DRAINAGE STRUCTURE w/PIPE
- D.I.P. PIPE
- EXIST. UTILITY DEMOLITION
- R.E. — RIM ELEVATION
- I.E. — INVERT ELEVATION
- MANHOLE O.E. = 0.00 I.E. = 0.00
- LENGTH & SLOPE OF PIPE — 25 L.F./8" S.S. @ 0.42%
- DOUBLE SEWER LATERAL
- SINGLE SEWER LATERAL
- C.O.T.G. — CLEAN OUT TO GRADE

This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: February 3, 2022

STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors
4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114



NOTES:

1. ALL TRAFFIC SIGNAGE AND PAVEMENT MARKINGS IN CONFORMANCE WITH BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (B.C.H.T.E.D.) AND M.U.T.C.D. STANDARDS.(TYPE XI RETRO-REFLECTIVE SHEETING MATERIAL).
2. ALL PAVEMENT MARKINGS SHALL BE ALKYD BASED THERMOPLASTIC AND FULLY RETRO-REFLECTORIZED PER BCTED WITH THE EXCEPTION OF PARKING STALL STRIPING.
3. ALL A.D.A. PARKING, ACCESS/DRIVEWAY, AND SIDEWALKS/RAMPS INCLUDING DIMENSIONS IN ACCORDANCE WITH CHAPTER 553 OF THE FLORIDA STATUES. "ACCESSIBILITY OF HANDICAPPED PERSONS" AND LATEST EDITION OF "ACCESSIBILITY REQUIREMENTS MANUAL" BY DEPARTMENT OF COMMUNITY AFFAIRS, FLORIDA BOARD BUILDING CODES AND STANDARDS, AND IN ACCORDANCE WITH AMERICANS WITH DISABILITY ACT (A.D.A)

FILE: K:\PROJECTS\21-xxx\21-4103\dwg\4103pms.dwg
PLOT DATE: 1/6/2022 12:45 PM BY: Andy Vennemon
LAYOUT: [C-3.1]

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.sunteceng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114
STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

REVISIONS

NO.	DATE:	DESCRIPTION

CITY PLACE

CITY OF DANIA BEACH, FLORIDA

PAVEMENT MARKING & SIGNAGE PLAN

DATE:	OCT 2021
SCALE:	1" = 20'
DESIGNED BY:	C.R.L.
DRAWN BY:	A.V.
JOB #:	21-4103

CLIFFORD R. LOUTAN LICENSE No. 56890 STATE OF FLORIDA PROFESSIONAL ENGINEER

Date: **January 6, 2022**

This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SHEET No.
C-3.1

From:	Zipoli, DAVID
To:	Lajoie, Corinne
Cc:	Nicole Marie Rojo; "Clifford Loutan, P.E"
Subject:	Tier 1
Date:	Wednesday, February 2, 2022 3:17:25 PM
Attachments:	image007.png Teir 1 Approval (2).pdf City Place - Water main supply commitment.pdf

---

Good Afternoon Corrine,

This email is to confirm that BSO Fire is accepting the City Place's full Tier 1 comments. The attachment is BSO Fire's conditional letter and the City's Place " Letter of Agreement".

Respectfully submitted,

David Zipoli

David Zipoli
Fire Prevention Officer, Dania Beach
Fire Inspector
Fire Investigator
Fire Plans Examiner
Broward Sheriff Fire Rescue & Emergency Services Dept.
Fire Prevention Bureau--Dania Beach District
103 W Dania Beach Blvd.
Dania Beach, FL 33004
Tel: 954-342-4262
Fax: 954-342-4265
david_zipoli@sheriff.org
www.sheriff.org



The largest dual accredited public safety agency in America.

Please note that Florida has a broad public records law, and that all correspondence sent to me via email may be subject to disclosure.

From: Ryan St. George
To: Kelsey Trujeque; Diana White
Cc: Kelly Hults; Nicole Marie Rojo; Carrie, Anne-Christine
Subject: RE: City Place - Sight Triangle
Date: Wednesday, February 2, 2022 12:40:34 PM
Attachments: image006.png
image007.png
image008.png
image010.png
image011.png
image012.png

Thanks Kelsey,

Nicole just called and clarified for me that the tree in question is the one just east of the SE property entrance. We'd discourage this location because the street tree would become the responsibility of your neighbor to the east since it would front their property, and I doubt they'd be happy about taking on this burden. I suggest just eliminating the palm entirely since the variance that has already been negotiated is for a street tree quantity deficiency.

Regards,

Ryan St. George
South Florida Environmental Services Manager

C 954.668.8244
O 305.235.5098
F 305.251.5894
www.metriceng.com
ryan.stgeorge@metriceng.com
13940 SW 136th Street - Miami, FL - 33186

From: Kelsey Trujeque <Kelseyt@witkindesign.com>
Sent: Wednesday, February 2, 2022 12:05 PM
To: Diana White <DWhite@cgasolutions.com>; Ryan St. George <Ryan.StGeorge@metriceng.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Subject: RE: City Place - Sight Triangle

Good afternoon Diana and Ryan,

Please see the attached Landscape Plan with the Sabal Palm moved from the bulb-out to the left of the access driveway to the right side of the access driveway. As I stated in an earlier email, our initial hesitation with placing it at this location was how far away it is from our property.

It is my understanding there will be some improvements occurring in the area we are proposing for the Sabal Palm and it will be located in City-owned land. We are limited in where we can place the

palm due to site constraints and the sight triangles. Please review and confirm this is an acceptable location for the Sabal Palm.

Thank you for your assistance and please let me know if you have any questions.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning



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T (954) 923 9681 - F (954) 923 9689





Please consider the environment when printing this email.



From: Diana White <DWhite@cgasolutions.com>
Sent: Tuesday, February 1, 2022 8:21 PM
To: Kelsey Trujeque <Kelseyt@witkindesign.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Subject: RE: City Place - Sight Triangle

Kelsey

Thank you for providing the revised plan sheet……I don't like it there either, are you sure you cannot place it anywhere (other than the sidewalk of course) on the east side of the driveway, or anywhere else that is not so close to an intersection outside of the triangles, or can you do without that Palm Tree?

Diana White P.E

Director | Transportation and Mobility Department
Office: 954.921.7781 | Direct: 954.266.6471 | Fax: 954.921.8807

From: Kelsey Trujeque <Kelseyt@witkindesign.com>
Sent: Tuesday, February 1, 2022 3:34 PM
To: Diana White <DWhite@cgasolutions.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Subject: RE: City Place - Sight Triangle

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good afternoon Diana,

There is a utility line running through the area to the right of the access driveway, so the only place for the Sabal Palm would be outside of our property.

We moved the palm into the bump-out along SW 3rd Avenue. Initially we only placed two (2) Sabal Palms in this bump-out due to sight triangle conflicts; since the sight triangle was moved, we could add an additional Sabal Palm.

Please let me know if this addresses your concerns or if I can help with anything further.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning

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From: Diana White <DWhite@cgasolutions.com>
Sent: Tuesday, February 1, 2022 9:29 AM
To: Kelsey Trujeque <Kelseyt@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Cc: Kelly Hults <Kellyh@witkindesign.com>
Subject: RE: City Place - Sight Triangle

Kelsey
Good morning

Is there a possibility to relocate one of the palm trees to the other sight distance triangle(to the right of the access driveway)?
If that is possible, please provide a revised plan sheet and I will send and approval email to the City confirming that All comments have been satisfied.

Diana White P.E
Director | Transportation and Mobility Department
Office: 954.921.7781 | Direct: 954.266.6471 | Fax: 954.921.8807

From: Kelsey Trujeque <Kelseyt@witkindesign.com>
Sent: Tuesday, February 1, 2022 8:57 AM
To: Diana White <DWhite@cgasolutions.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Cc: Kelly Hults <Kellyh@witkindesign.com>
Subject: RE: City Place - Sight Triangle

Good morning Diana,

The palms are located 8’ apart and a sabal palm trunk diameter is approximately 10”. The clear trunk of all the Sabal Palms are specified at 8’.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning

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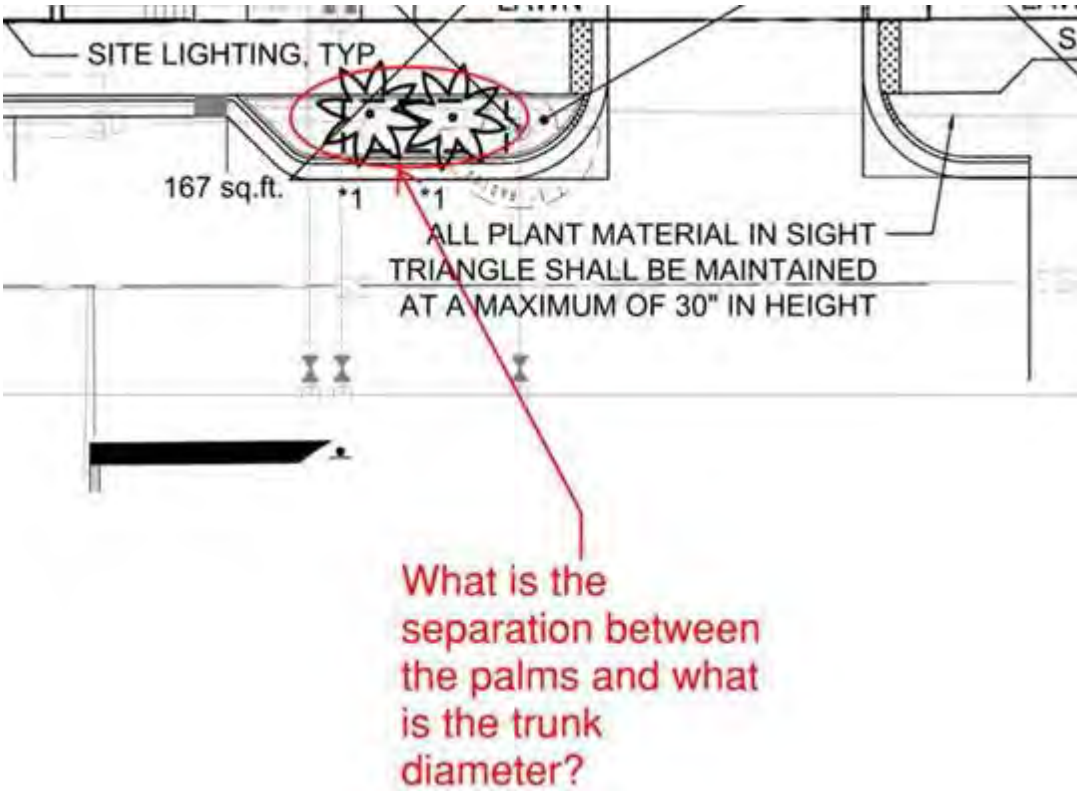
Please consider the environment when printing this email.



From: Diana White <DWhite@cgasolutions.com>
Sent: Monday, January 31, 2022 7:56 PM
To: Kelsey Trujeque <Kelseyt@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Cc: Kelly Hults <Kellyh@witkindesign.com>
Subject: RE: City Place - Sight Triangle

Kelsey

Good evening, thank you for providing revised L1, Please provide a response for my question below



Also can you confirm if the clear trunk of ALL sabal palm is above 8' ?

Diana White P.E
Director | Transportation and Mobility Department
Office: 954.921.7781 | Direct: 954.266.6471 | Fax: 954.921.8807

From: Kelsey Trujeque <Kelseyt@witkindesign.com>
Sent: Monday, January 31, 2022 11:19 AM
To: Diana White <DWhite@cgasolutions.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Cc: Kelly Hults <Kellyh@witkindesign.com>
Subject: City Place - Sight Triangle

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

Good morning Diana,

Please see the attached Landscape Plan (sheet L-1) with the revised sight triangles and a legend added with the items within the sight triangles. Please review and feel free to contact me if you have any questions or comments.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning

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Attention: The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

From:	Diana White
To:	"Kelsey Trujeque"; Nicole Marie Rojo; Ryan St. George
Cc:	Kelly Hults; Carrie, Anne-Christine
Subject:	RE: City Place - Sight Triangle
Date:	Wednesday, February 2, 2022 3:34:23 PM
Attachments:	image002.png image003.png image004.png

Kelsey, Nicole

All comments have been addressed I have no further review comments at this time.

Thank you

Diana White P.E
Director | Transportation and Mobility Department
Office: 954.921.7781 | Direct: 954.266.6471 | Fax: 954.921.8807

From: Kelsey Trujeque <Kelseyt@witkindesign.com>
Sent: Wednesday, February 2, 2022 2:52 PM
To: Nicole Marie Rojo <nicole@landmarkco.net>; Diana White <DWhite@cgasolutions.com>; Ryan St. George <Ryan.StGeorge@metriceng.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Carrie, Anne-Christine <acarrie@daniabeachfl.gov>
Subject: RE: City Place - Sight Triangle

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

Good afternoon Nicole,

No worries, I'm glad we were all able to work everything out! Attached is the Landscape Plan with the Sabal Palm removed.

Please let me know if I can help with anything further or if you need the plan digitally signed and sealed.

Thank you!

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning

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From: Nicole Marie Rojo <nicole@landmarkco.net>
Sent: Wednesday, February 2, 2022 12:55 PM
To: Diana White <DWhite@cgasolutions.com>; Kelsey Trujeque <Kelseyt@witkindesign.com>; Ryan St. George <Ryan.StGeorge@metriceng.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Carrie, Anne-Christine <acarrie@daniabeachfl.gov>
Subject: RE: City Place - Sight Triangle

Hi Kelsey,

Let's go ahead and remove the sabal palm located east of the access driveway, as recommended by Ryan. I will adjust the variance language as needed.

Please provide a revised Landscape Plan reflecting 10 street trees, as opposed to the 11 currently shown.

Thank you and apologies for the back and forth on this.

Nicole Rojo
Landmark Development Corp.
3050 Biscayne Boulevard, Suite #300
Miami, FL 33137
Cell: (305)725-4047
Office: (305)538-9552 ext. 104

From: Diana White <DWhite@cgasolutions.com>

Sent: Wednesday, February 2, 2022 12:51 PM
To: 'Kelsey Trujeque' <Kelseyt@witkindesign.com>; Ryan St. George <Ryan.StGeorge@metriceng.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Subject: RE: City Place - Sight Triangle

Kelsey

Good afternoon

The proposed location works, as long as the Sabal Palm has the 8 foot of clear truck that was confirmed in an earlier email .
If all is well with Ryan, I can give my blessing to the project and advise the City that all Traffic review comments have been satisfied

Diana White P.E

Director | Transportation and Mobility Department
Office: 954.921.7781 | Direct: 954.266.6471 | Fax: 954.921.8807

From: Kelsey Trujeque <Kelseyt@witkindesign.com>
Sent: Wednesday, February 2, 2022 12:05 PM
To: Diana White <DWhite@cgasolutions.com>; Ryan St. George <Ryan.StGeorge@metriceng.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Subject: RE: City Place - Sight Triangle

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Good afternoon Diana and Ryan,

Please see the attached Landscape Plan with the Sabal Palm moved from the bulb-out to the left of the access driveway to the right side of the access driveway. As I stated in an earlier email, our initial hesitation with placing it at this location was how far away it is from our property.

It is my understanding there will be some improvements occurring in the area we are proposing for the Sabal Palm and it will be located in City-owned land. We are limited in where we can place the palm due to site constraints and the sight triangles. Please review and confirm this is an acceptable location for the Sabal Palm.

Thank you for your assistance and please let me know if you have any questions.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning



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To: Kelsey Trujeque <Kelseyt@witkindesign.com>
Cc: Kelly Hults <Kellyh@witkindesign.com>; Nicole Marie Rojo <nicole@landmarkco.net>
Subject: RE: City Place - Sight Triangle

Kelsey

Thank you for providing the revised plan sheet……I don't like it there either, are you sure you cannot place it anywhere (other than the sidewalk of course) on the east side of the driveway, or anywhere else that is not so close to an intersection outside of the triangles, or can you do without that Palm Tree?

Diana White P.E

Director | Transportation and Mobility Department
Office: 954.921.7781 | Direct: 954.266.6471 | Fax: 954.921.8807

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Good afternoon Diana,

There is a utility line running through the area to the right of the access driveway, so the only place for the Sabal Palm would be outside of our property.

We moved the palm into the bump-out along SW 3rd Avenue. Initially we only placed two (2) Sabal Palms in this bump-out due to sight triangle conflicts; since the sight triangle was moved, we could add an additional Sabal Palm.

Please let me know if this addresses your concerns or if I can help with anything further.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning

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Subject: RE: City Place - Sight Triangle

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If that is possible, please provide a revised plan sheet and I will send and approval email to the City confirming that All comments have been satisfied.

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Subject: RE: City Place - Sight Triangle

Good morning Diana,

The palms are located 8’ apart and a sabal palm trunk diameter is approximately 10”. The clear trunk of all the Sabal Palms are specified at 8’.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning

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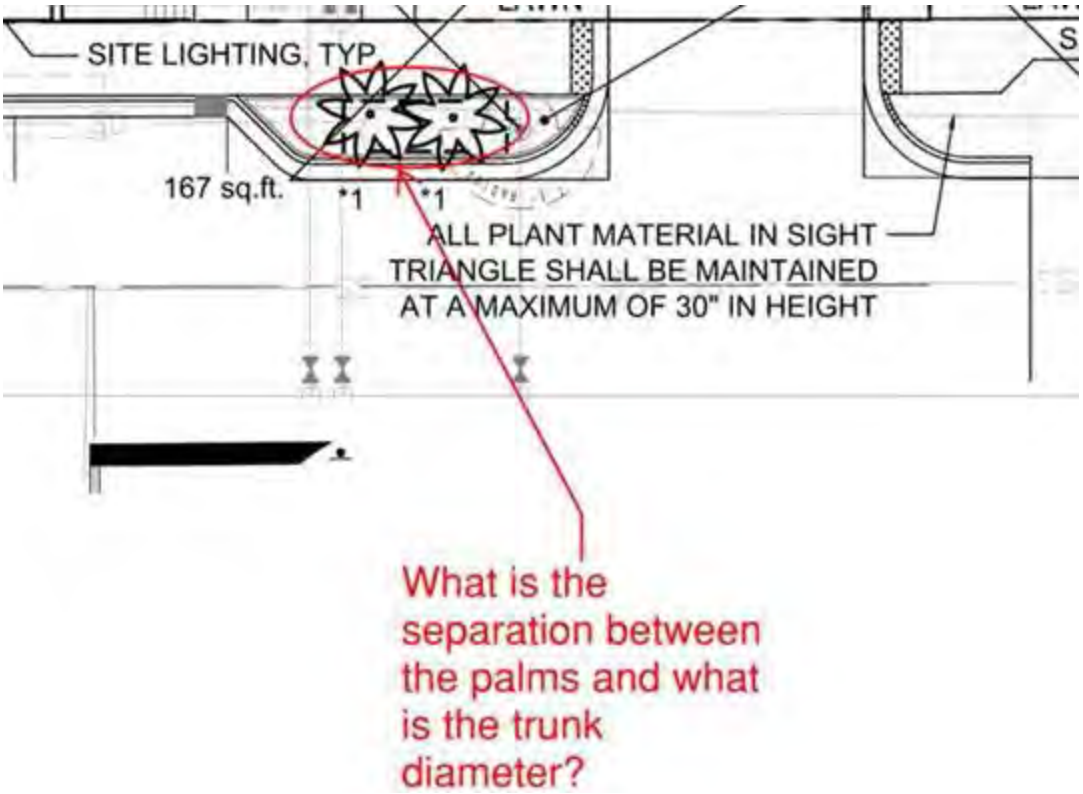
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Cc: Kelly Hults <Kellyh@witkindesign.com>
Subject: RE: City Place - Sight Triangle

Kelsey

Good evening, thank you for providing revised L1, Please provide a response for my question below



Also can you confirm if the clear trunk of ALL sabal palm is above 8’ ?

Diana White P.E
Director | Transportation and Mobility Department
Office: 954.921.7781 | Direct: 954.266.6471 | Fax: 954.921.8807

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Cc: Kelly Hults <Kellyh@witkindesign.com>
Subject: City Place - Sight Triangle

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Good morning Diana,

Please see the attached Landscape Plan (sheet L-1) with the revised sight triangles and a legend added with the items within the sight triangles. Please review and feel free to contact me if you have any questions or comments.

Sincerely,

Kelsey Trujeque, *PLA, Senior Associate*
Witkin Hults + Partners, Landscape Architecture & Planning



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City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

DANIA BEACH
SEE IT LIVE IT LOVE IT

Standard Development Application

RECEIVED
SEP 23 2021

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☒ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd: _____

Petition No.: SP-078-21

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: NE corner of SW 3rd Ave. & SW 1st St., Dania Beach, Florida 33004

Lot(s): 10-16 Block: 21 Subdivision: Town of Modelo

Recorded Plat Name: Plat of Town of Modelo

Folio Number(s): See "Exhibit A" attached Legal Description: See "Exhibit A" attached

(Applicant)/Consultant/Legal Representative **(circle one)** City Place Apartments, Ltd.

Address of Applicant: 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137

Business Telephone: (305) 538-9552 ext. 104 Mobile: ~~Home~~: (305) 725-4047 Fax: (305) 538-9553

E-mail address: nicole@landmarkco.net; justin@landmarkco.net; francisco@landmarkco.net

Name of Property Owner: Palmiers Investments, LLC

Address of Property Owner: 2805 E Oakland Park Boulevard, #168, Fort Lauderdale, Florida 33306

Business Telephone: (305) 904-1608 Home: _____ Fax: _____

Explanation of Request: Site Plan for one 9-story building comprised of 110 apartment units.

*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: 1.24 Gross Acreage: 1.24 Prop. Square Footage: 54,014 sq. ft.

Existing Use: 1 Commercial & 2 Apartment Bldgs & 4 single-family homes Proposed Use: One 9-story apartment bldg with 2,564 sf commercial space

Is property owned individually, by a corporation, association, or a joint venture? Property is owned by a limited liability company.

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 Francisco Rojo / City Place Apartments, Ltd. **(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~~ Miami Dade
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 20TH **DAY OF** September, **20** 21

By:

Alexandre Burkhardt
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary Justin R. Gilbert
(Signature of Notary Public – State of Florida**)**

JUSTIN R. GILBERT
MY COMMISSION EXPIRES OCT 17, 2021
#GG152259
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Personally known _____ **or Produced Identification** ✓

Type of identification produced: _____ **or Drivers License** *B626-005-82-464-0

***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.

"Exhibit A"

LEGAL DESCRIPTION

Lots 13, 14, 15 and 16, Block 21, TOWN OF DANIA (FORMERLY MODELO), according to the map or plat thereof as recorded in Plat Book B, Page 49, Public Records of Miami-Dade County, Florida. Said lands situate in Broward County, Florida.

Parcel I Lot 12, Block 21, TOWN OF DANIA (FORMERLY MODELO), according to the map or plat thereof as recorded in Plat Book B, Page 49, Public Records of Miami-Dade County, Florida. Said lands situate in Broward County, Florida.

Lot Eleven (11), Block Twenty-One (21), TOWN OF MODELO (NOW DANIA), according to the plat thereof as recorded in Plat Book B, Page 49, Public Records of Miami-Dade County, Florida, said lands situate, lying and being in Broward, County, Florida.

Lot 10, Block 21, TOWN OF MODELO, according to the map or plat thereof as recorded in Plat Book B, Page 49 of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

THE PROPERTY INCLUDES THE FOLLOWING FIVE (5) FOLIO NUMBERS –

1. 50-42-34-01-31-20
2. 50-42-34-01-31-30
3. 50-42-34-01-31-40
4. 50-42-34-01-31-50
5. 50-42-34-01-31-60

CITY OF DANIA BEACH

No: 001247

COMMUNITY DEVELOPMENT

Payment Receipt

Date: 9/23/21

RECEIVED FROM:

Name: Landmark Development Corp

Address: 3050 Biscayne Blvd, Suite 300

Address 2:

City/St/ZIP: Miami FL 33137

Service or Item	Quantity	Amount
PSP - Public Hearing Items Application fee	1	$3000.00
CR - 001-220-00-00 Cost Recovery	1	$5000.00
FPR - Fire Plan Review Fee	1	$1120.00

TOTAL DUE: $9120.00

Prepared by: Ibel Larios

Additional Information

PH/DRC
Address: NE Corner of SW 3rd Ave & SW 1 St
Project: City Place
File #: SP-078-21

Check #: 5914

CAA
9-23-21

STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

February 2nd, 2022

Broward Sheriff's Office
Department of Fire Rescue & Emergency Services
Fire Marshall's Office
Dania Beach District
103 West Dania Beach Blvd.
Dania Beach, Florida 33004

RE: City Place
NE corner of SW 1st Street and SW 3rd Avenue, Dania Beach
Water main supply

Dear Mr. Zipoli:

Pursuant to our conversation regarding water supply and fire protection to the proposed City Place project, please accept this notarized letter as confirmation of our commitment to provide the required flow as outlined within Tier 1 comments, prior to the start of vertical construction.

The proposed watermain system (extension of a 12" water main from the East side of City Hall Parking garage, south along SW 1st Avenue, extension of an 8" watermain along SW 1st Street and connection to an existing 10" watermain on SW 3rd Avenue) including fire hydrants will be installed, tested to verify required flow is available, certified and cleared for use, prior to the commencement of any vertical construction associated with the proposed building.

I trust the information provided is sufficient to meet your needs. Please let me know if anything else is required.

Sincerely,
SUN-TECH ENGINEERING, INC.
Clifford R. Loutan, P.E.
Principal

CLIFFORD R. LOUTAN
LICENSE
No. 56890
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Clifford R. Loutan, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

February 02, 2022

City Place Apartments, Ltd.
3050 Biscayne Boulevard, Suite #300
Miami, FL 33137

Francisco Rojo
Vice President of its General Partner

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

November 12th, 2021

Clifford Loutan, P.E.
Sun-Tech Engineering, Inc.
4577 Nob Hill Road, Suite #102
Sunrise, Florida 33351

RE: City Place - Dania Beach, Florida
Location: NE corner of SW 1st Street and SW 3rd Avenue
Water and Sewer Availability Letter

Dear Mr. Loutan:

In reference to your site located on the NE corner of SW 1st Street and SW 3rd Avenue, please be advised that the City of Dania Beach has water and sewer availability to accommodate your proposed development based on the information provided below:

- Residential: 110 units @ 250 gpd / unit = 27,500 gpd.
- Commercial (categorized as office): 2,500 s.f. @ 0.2gpd/sf = 500 gpd
  Total Water and Sewer Demand = 28,000 gpd.

Should you require any additional information please feel free to call.

Sincerely,

D.A.Ozaydin

Dincer Ozaydin
Public Services Deputy Director
(954) 924-6808 ext. 3617

CD

Department of Fire Rescue & Emergency Services
Fire Prevention Bureau
103 West Dania Beach Boulevard • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

2/2/2022

City Place Developers
Landmark Development Corp
3050 Biscayne Blvd, Suite #300
Miami, FL 33137

To City Place Developers

This letter is to confirm that the Tier 1 comments are acceptable with the following conditions:
The current water flow for the proposed project that is readily available is insufficient at this time. The proposed water flow demand shall be installed, tested, and ready before any vertical building can begin on this site. The hydrants/water mains must be in place at the time of site/foundation construction. A certified/notarized Letter of Agreement shall be submitted to the BSO Dania Beach Fire Prevention Office preferably before, or at the time of the DRC meeting.

Respectfully,

David Zipoli
Fire Plans Examiner
Fire Prevention Officer

WASTE MANAGEMENT
3831 N.W. 21ST AVE.
POMPANO BEACH, FL. 33073
954-974-7500

Dincer Ozaydin, P.E.
City of Dania Beach
City Engineer / Public Services Deputy Director
1201 Stirling Road
Dania Beach, Florida 33004

RE: City Place – Dania Beach
Location: NE Corner of SW 1st Street and SW 3rd Avenue
Water & Sewer Available Letter

Dear Mr. Ozaydin

In accordance with Sec. 805-80, the Solid Waste assumption for the City Place Apartments is as follows:

110 Residential Units x 8.9lbs/capita/day =	979lbs/day
2,564 SqFt Commercial Space @ 1lb per 100 sq.ft. =	25.6lbs/day
Total Solid Waste Demand =	**1,004.6lb/day (30,138lbs of solid waste per 30 days)**

Please accept this letter as confirmation that Waste Management has sufficient capacity to handle the waste demands for the City Place Apartments development.

Feel free to contact me should you have any questions.

Sincerely,

Daniel Resnick
Waste Management

The School Board of Broward County, Florida

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION

SITE PLAN
SBBC-3153-2021
County No:
City Place

September 23, 2021

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN

PROJECT INFORMATION	NUMBER & TYPE OF PROPOSED		OTHER PROPOSED	ADDITIONAL STUDENT	
Date: September 23, 2021	**Single-Family:**		The residential development includes a ground floor commerical component (approx. 6,000 sf).	Elementary:	1
Name: City Place	**Townhouse:**				
SBBC Project Number: SBBC-3153-2021	**Garden Apartments:**			Middle:	2
County Project Number:	**Mid-Rise:**				
Municipality Project Number:	**High-Rise:**	110		High:	1
Owner/Developer: Palmiers Investments LLC	**Mobile Home:**				
Jurisdiction: Dania Beach	**Total:**	110		Total:	4

Comments

According to information contained in the application, applicant is proposing 110 high-rise units, which are anticipated generate 4 (1 elementary, 2 middle and 1 high school) students into Broward County Public Schools.

This project falls within the boundary of Land Use Plan Amendment (LUPA) PC 03-6 for a Local Activity Center (LAC) land use designation, which is subject to the mitigation stated in a Tri-Party Agreement between the City of Dania Beach, the School Board and the County. The City subsequently processed LUPA PCT 09-5, which encompassed the previous LAC and established a Regional Activity Center (RAC) land use designation; however, per the recorded Tri-Party Agreement, all residential units located within the original LAC shall continue to be bound by the Recorded Educational Mitigation Agreement and the requirements contained therein, including the payment of the student station costs during environmental review approval of construction plans by the Broward County Development and Environmental Regulation Division. Therefore, this project is vested for public school concurrency requirements per Section 8.11(b)(1) of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning.

This application is determined to satisfy public school concurrency on the basis that the project is vested for public school concurrency requirements. This preliminary determination shall be valid until the end of the current 2021/22 school year or 180 days, whichever is greater, for the development mix proposed in this application and conditioned upon final approval by the applicable governmental body. As such, this determination will expire on August 17, 2022. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the Preliminary School Capacity Availability Determination (SCAD), notification of final approval to the District has been provided and/or an extension of this Preliminary SCAD has been requested in writing and granted by the School District. Upon the District's receipt of sufficient evidence of final approval which shall specify at the minimum the number, type and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units.

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code

SBBC-3153-2021 Meets Public School Concurrency Requirements ☒ **Yes** ☐ **No**

9/23/2021

Date

Reviewed By:

Signature

Lisa Wight

Name

Planner

Title

STORMWATER DRAINAGE REPORT

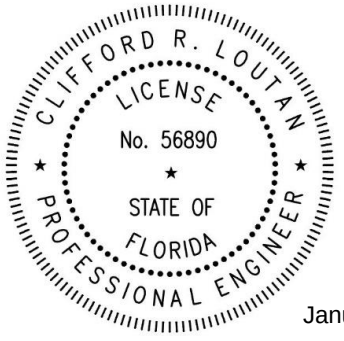
Project:

DANIA CITY PLACE
SECTION 34, TOWNSHIP 50S, RANGE 42E
BROWARD COUNTY, FLORIDA
STE PROJECT #21-4103

Prepared by:

SUN-TECH ENGINEERING, INC.
4577 Nob Hill Road, Suite 102
Sunrise, FL 33351

November 17, 2021



This item has been digitally signed and sealed by Clifford R. Loutan, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

January 06, 2022

Clifford, R. Loutan, P.E.
FL REG. No. 56890

STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102 Sunrise, FL, 33351
Tel: (954) 777-3123 – Fax: (954) 777-3114
Certificate of Authorization #7097

SUN-TECH ENGINEERING, INC
4577 NOB HILL ROAD, SUITE 102
SUNRISE, FL 33351

DATE:11/17/2021
BY: F.V
REV: C.L

DANIA CITY PLACE
SURFACE WATER MANAGEMENT CALCULATIONS
STE PROJECT #21-4103

HORIZONTAL SURFACE LAND USE BREAKDOWN			GRADING PARAMETERS (NAVD)	
LAND USE	AREA	PERCENT	FROM	TO
BUILDING	0.96	78%	12.00	12.00
CONCRETE	0.13	10%	10.00	11.00
GREEN	0.15	12%	9.00	11.50
TOTAL	1.24	100%		

Exfiltration Trench

Exfiltration Trench Required - Storage of 3.2-inch (5 yr - 1 hr) rainfall event maximum

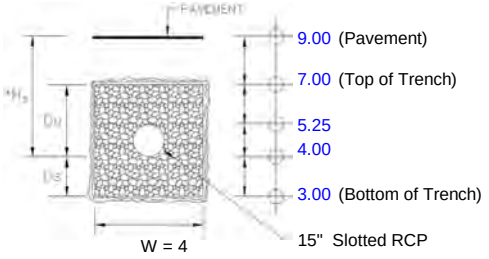
Water Quality Required (V_{wq})= 0.12 ac-ft FS = 2.00
Additional Volume Required (V_{add}) = 0.27 ac-ft %WQ = 0.50
Total Volume = **0.38** ac-ft

$$L\ (LF) = \frac{FS[(\%WQ(V_{wq}))+V_{add}]}{[K \times (H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u]}$$

L (LF) = 7.77 / 0.09198 = 85

Trench Stage-Storage Calcs. Assuming Linear Progression		
Stage (ft)	Area (ac)	Storage (ac-ft)
3.00	0.00450	0.00
3.50	0.00450	0.05
4.00	0.00450	0.10
4.50	0.00450	0.14
5.00	0.00450	0.19
5.50	0.00450	0.24
6.00	0.00450	0.29
6.50	0.00450	0.33
7.00	0.00450	0.38

Exfiltration Trench Provided		
L=	85	feet
W=	4	feet
K_{Avg}=	2.81E-03	cfs/ft.^{2} -ft. head
H_2=	4.00	feet
D_u=	4.00	feet
D_s=	0.00	feet



Stage-Storage Calculations

Stage (ft-NAVD)	Area (acres)			Volume (ac-ft)		
	CONCRETE (LINEAR)	GREEN (LINEAR)	Total	Storage	Trench	*Total Provided*
2.00	0.00	0.00	0.00	0.00	0.00	*0.00*
2.50	0.00	0.00	0.00	0.00	0.00	*0.00*
3.00	0.00	0.00	0.00	0.00	0.00	*0.00*
3.50	0.00	0.00	0.00	0.00	0.05	*0.05*
4.00	0.00	0.00	0.00	0.00	0.10	*0.10*
4.50	0.00	0.00	0.00	0.00	0.14	*0.14*
5.00	0.00	0.00	0.00	0.00	0.19	*0.19*
5.50	0.00	0.00	0.00	0.00	0.24	*0.24*
6.00	0.00	0.00	0.00	0.00	0.29	*0.29*
6.50	0.00	0.00	0.00	0.00	0.33	*0.33*
7.00	0.00	0.00	0.00	0.00	0.38	*0.38*
7.50	0.00	0.00	0.00	0.00	0.38	*0.38*
8.00	0.00	0.00	0.00	0.00	0.38	*0.38*
8.50	0.00	0.00	0.00	0.00	0.38	*0.38*
9.00	0.00	0.00	0.00	0.00	0.38	*0.38*
9.50	0.00	0.03	0.03	0.01	0.38	*0.39*
10.00	0.00	0.06	0.06	0.03	0.38	*0.41*
10.50	0.06	0.09	0.15	0.08	0.38	*0.47*
11.00	0.13	0.12	0.25	0.18	0.38	*0.56*
11.50	0.13	0.15	0.28	0.31	0.38	*0.69*
12.00	0.13	0.15	0.28	0.45	0.38	*0.83*

Project Location Hydraulic Details

Design Water Level= 2.00
Allowable Discharge* = 0 cfs

Design Storm Rainfall Amounts--(in.)

Storm Frequency	SFWMD		
	1 hr	24 hr	72 hr
5 year	3.20		
10 year		8.50	
25 year			14.50
100 year			17.50

Soil Storage Calculation

A. Total Pervious Area = 0.15 acres

B. Depth to Water Table = 8.3 feet
If depth to water table is greater than 4 ft, use 4 ft.

C. From SFWMD Permit Information Manual, Vol. IV, Figure E-1, For 'Developed/Compacted Flatwoods', the Cumulative Available Soil Storage is:

Sp = 6.75 inches

D. Site Soil Storage = Sp x (Pervious Area/Total Area)
= 0.82 inches

E. Runoff Curve Number = 1000 / (S + 10)
CN = 92.45

Water Quantity Calculations

A. Calculate the Runoff in Inches.

Q= (Rainfall - 0.2 x Soil Storage)^2 / (Rainfall + 0.8 x Soil Storage)

$Q_{5yr\text{-}1hr}$= 2.39 inches
$Q_{10yr\text{-}1dy}$= 7.59 inches
$Q_{25yr\text{-}3dy}$= 13.56 inches
$Q_{100yr\text{-}3dy}$= 16.56 inches

B. Calculate the Runoff Volume

V= Q x Project Area (1 ft / 12 in)

$V_{5yr\text{-}1hr=}$ 0.25 ac-ft
$V_{10yr\text{-}1day}$= 0.78 ac-ft
$V_{25yr\text{-}3dy}$= 1.40 ac-ft
$V_{100yr\text{-}3dy}$= 1.70 ac-ft

C. Using the stage-storage chart and the runoff volumes calculated above, the cooresponding stages can be interpolated.

	W/Discharge	
$Stage_{5yr\text{-}1hr}$=	-	ft
$Stage_{10yr\text{-}1day}$=	6.74	ft
$Stage_{25yr\text{-}3dy}$=	8.12	ft
$Stage_{100yr\text{-}3dy}$=	9.77	ft

Water Quality Calculations (Note: Excluding the roof/building areas)

Water Quality Required

A. Compute the first inch of runoff from the entire site.

= 1 inch x Total Area x (1 ft / 12 in)
= 0.10 ac-ft

B. Compute 2.5 inches times the percentage of imperviousness.

a. Site Area (SA), for water quality pervious/impervious calculations only
SA= Total Area - (roof + lake)
= 0.28 Acres

b. Impervious Area (IA), for water quality pervious/impervious calculations only
IA= Site Area(SA) - Pervious Area
= 0.13 Acres

c. Percentage of imperviousness for water quality
%imp= (IA / SA) x 100%
= 45.62 %

d. For 2.5 inches times percentage of imperviousness
= 2.5 inches x %imp
= 1.14 inches

e. Compute volume required for quality detention
= inches to be treated x (total site - lake) x (1 ft / 12 in)
= 0.12 ac-ft **(CONTROLS)**

C. Since 2.5 inches times the percentage of impervious is greater than the first inch of runoff over the entire site, the volume to be treated is:

Volume to be treated = 0.12 ac-ft

Water Quality Provided

A. Dry Retention Area and Exf. Trench stage-storage:

Stage (ft-NAVD)	Volume (ac-ft)	
	Exf. Trench	Total
3.00	0.00	0.00
3.50	0.05	0.05
4.00	0.10	0.10
4.50	0.14	0.14
5.00	0.19	0.19
5.50	0.24	0.24
6.00	0.29	0.29
6.50	0.33	0.33
7.00	0.38	0.38

B Interpolating from the Stage-Storage Table, the Volume to be treated is met at a stage of:

Stage (Water Quality) = 4.23 ft

SUN-TECH ENGINEERING, INC.
1600 W. OAKLAND PARK BLVD.
FORT LAUDERDALE, FL 33311
TEL. (954) 777-3123

DATE: 11/17/2021
BY: A.E.M
REV. C.L

DANIA CITY PLACE
SURFACE WATER MANAGEMENT CALCULATIONS
STE PROJECT #21-4103

DRAINAGE WELL DISCHARGE

WELL CAPACITY

q_{well} = 200 gpm per foot of head

Number of Wells Proposed = 2

Total Well Capacity= Number of Wells x Assumed Well Capacity
= 2 x 200
= 400 gpm per foot of head
= 0.89 cfs per foot of head

WELL CASING DESIGN

Well Casing shall be designed at or above the elevation of static equilibrium. Maximum static equilibrium elevation is determined by adding the mean high water elevation and the head loss due to difference in specific gravity from fresh water to salt wat

Mean High Water Elevation =	2.00	feet	(NGVD)
Head Loss per Specific Gravity Equalization =	2	feet	
Equivalent Well Water Elevation=	4	feet	(NGVD)
Proposed Top of Well Casing Elevation =	4.0	feet	(NGVD)

WELL DISCHARGE

Discharge into the well is a function of the head on the well times the total well capacity. The head on the well is difference between the Stage and the Equivalent Well Water Elevation (after overtoping the well casing).

STAGE (feet)	HEAD* (feet)	DISCHARGE (cfs)
4.0	0.00	0.00
4.5	0.50	0.45
5.0	1.00	0.89
5.5	1.50	1.34
6.0	2.00	1.78
6.5	2.50	2.23
7.0	3.00	2.68
7.5	3.50	3.12
8.0	4.00	3.57
8.5	4.50	4.01
9.0	5.00	4.46
9.5	5.50	4.91
10.0	6.00	5.35

DESIGN OF WELL STRUCTURE

DESIGN PARAMETERS

1.- Minimum time required for volumen retention on each well = 90 sec

2.- Maximum Discharge (Q, cfs) with safety factor on EACH well during a 25y-3d storm event =

SF = 1.25
Q (cfs) = 2.29
Q (gpm) = 1030

SUN-TECH ENGINEERING, INC.
1600 W. OAKLAND PARK BLVD.
FORT LAUDERDALE, FL 33311
TEL. (954) 777-3123

DRAINAGE STRUCTURE

Design Dimensions

Depth (ft)* 6.12 * Depth= Stage 25yr-3day - Bottom of Structure
Length (ft) 8.67
Width (ft) = 6.00

Minimum volume retention on each well

Min. Volume of Structure= Q x t
= 206.44 ft^3

Design Volume= Area x Depth
= 318.4 ft^3

Actual Retention Time = Design Volume / Q
= 138.8 seconds **> 90 s ?** **YES**

FLOOD ROUTING

4577 Nob Hill Road, Suite 102 Sunrise, FL, 33351
Tel: (954) 777-3123 – Fax: (954) 777-3114
Certificate of Authorization #7097

Simple Basin: Dania City Place

Scenario:	Dania City Place
Node:	SITE
Hydrograph Method:	Santa Barbara Urban Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	999999.00 cfs
Time Shift:	0.0000 hr
Area:	1.2400 ac
Curve Number:	92.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: Drain Well

Scenario:	Dania City Place
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	2.00 ft
Warning Stage:	10.00 ft
Boundary Stage:	

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	2.00
0	0	0	100.0000	2.00

Comment:

Node: SITE

Scenario:	Dania City Place
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	2.00 ft
Warning Stage:	12.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
2.00	0.00	0
3.50	0.05	2178
4.00	0.09	3920
4.50	0.14	6098
5.00	0.19	8276
5.50	0.24	10454

Stage [ft]	Volume [ac-ft]	Volume [ft3]
6.00	0.29	12632
6.50	0.33	14375
7.00	0.38	16553
9.50	0.39	16988
10.00	0.41	17860
10.50	0.47	20473

Comment:

Rating Curve Link: SITE TO WELL

Scenario: Dania City Place
From Node: Site
To Node: Drain Well
Link Count: 1
Flow Direction: Both

Table	Elev On [ft]	Elev On Node	Elev Off [ft]	Elev Off Node
WELL DISCHARGE	4.00		0.00	

Comment:

Simulation: 100yr-3dy

Scenario: Dania City Place
Run Date/Time: 11/15/2021 11:56:07 AM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	100.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft
Edge Length Option: Automatic

IA Recovery Time: 24.0000 hr
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~SFWMD-72
Rainfall Amount: 17.50 in
Storm Duration: 72.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 10yr-1dy

Scenario: Dania City Place
Run Date/Time: 11/15/2021 11:57:29 AM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft
Edge Length Option: Automatic

IA Recovery Time: 24.0000 hr
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~SCSIII-24
Rainfall Amount: 8.50 in
Storm Duration: 24.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area 100 ft2

(1D):
Energy Switch (1D): Energy

Comment:

Simulation: 25yr-3dy

Scenario: Dania City Place
Run Date/Time: 11/15/2021 11:58:03 AM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	100.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~SFWMD-72
		Rainfall Amount:	14.50 in
Edge Length Option:	Automatic	Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Node Max Conditions [Dania City Place]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
Drain Well	100yr-3dy	10.00	2.00	0.0000	5.15	0.00	0
SITE	100yr-3dy	12.00	9.77	0.0010	10.29	5.15	4356
Drain Well	10yr-1dy	10.00	2.00	0.0000	2.44	0.00	0
SITE	10yr-1dy	12.00	6.74	-0.0010	6.46	2.44	4356
Drain Well	25yr-3dy	10.00	2.00	0.0000	3.67	0.00	0
SITE	25yr-3dy	12.00	8.12	0.0010	8.51	3.67	4356

Link Min/Max Conditions [Dania City Place]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
SITE TO WELL	100yr-3dy	5.15	0.00	0.00	0.00	0.00	0.00
SITE TO WELL	10yr-1dy	2.44	0.00	0.00	0.00	0.00	0.00
SITE TO WELL	25yr-3dy	3.67	0.00	0.00	0.00	0.00	0.00

WATER QUALITY REPORT

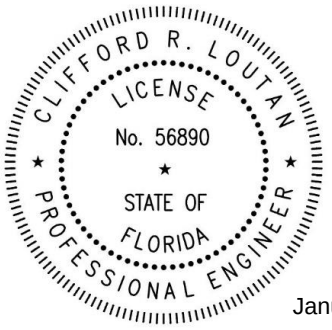
Project:

DANIA CITY PLACE
SECTION 34, TOWNSHIP 50S, RANGE 42E
BROWARD COUNTY, FLORIDA
STE PROJECT #21-4103

Prepared by:

SUN-TECH ENGINEERING, INC.
4577 Nob Hill Road, Suite 102
Sunrise, FL 33351

January 6, 2022



This item has been digitally signed and sealed by Clifford R. Loutan, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

January 06, 2022

Clifford, R. Loutan, P.E.
FL REG. No. 56890

STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

SUN-TECH ENGINEERING, INC
4577 NOB HILL ROAD, SUITE 102
SUNRISE, FL 33351

DATE:1/6/2022
BY: F.V
REV: C.L

DANIA CITY PLACE
OFF-SITE WATER QUALITY CALCULATIONS
STE PROJECT #21-4103

Water Quality Required

SFWMD criteria for water quality states that the volumetric requirement for detention system shall be provided for the 1" of runoff from the development or the total of 2.5 inches times the percentage of the imperviousness, whichever is greater.

HORIZONTAL SURFACE LAND USE BREAKDOWN		
LAND USE	**AREA**	**PERCENT**
BUILDING	0.00	0%
IMPERVIOUS	0.61	91%
PERVIOUS	0.06	9%
TOTAL	0.67	100%

A. Area (*) = 0.67 ac
(*) Area full R/W of SW 3rd Ave + SW 1st St along present limits.

B. Compute the first inch of runoff from the entire site.

= 1 inch x Total Area x (1 ft / 12 in)
= 0.06 ac-ft

C. Compute 2.5 % of imperviousness.

a. Site Area (SA), for water quality pervious/impervious calculations only
SA= Total Area
= 0.67 Acres

b. Impervious Area (IA), for water quality pervious/impervious calculations only
IA= Site Area(SA) - Pervious Area
= 0.61 Acres

c. Percentage of imperviousness for water quality
%imp= (IA / SA) x 100%
= 90.85 %

d. For 2.5 inches times percentage of imperviousness
= 2.5 inches x %imp
= 2.27 inches

e. Compute volume required for water quality
= inches to be treated x (total site - lake) x (1 ft / 12 in)
= 0.13 ac-ft **(CONTROLS)**

SUN-TECH ENGINEERING, INC
4577 NOB HILL ROAD, SUITE 102
SUNRISE, FL 33351

DATE:1/6/2022
BY: F.V
REV: C.L

Water Quality Provided

Exfiltration Trench Provided

Water Quality Required (V_{wq})=	0.13	ac-ft	FS =	2.00
Additional Volume Required (V_{add}) =	0.65	ac-ft	%WQ =	0.50
Total Volume =	**0.77**	ac-ft		

$$L\,(LF) = \frac{FS[(\%WQ(V_{wq}))+V_{add}]}{[K \times (H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u]}$$

$$L\,(LF) = \frac{17.05}{0.07808} = 219$$

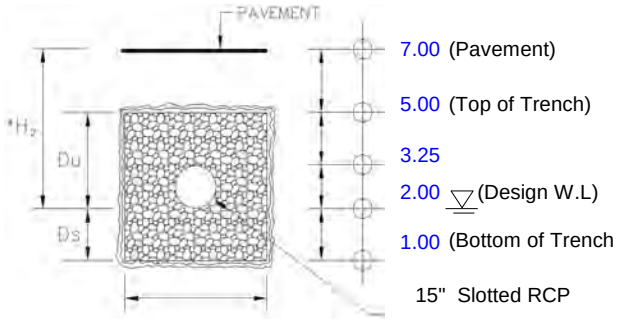
Trench Stage-Storage Calcs. Assuming Linear Progression		
Stage (ft)(NAVD)	**Area (ac)**	**Storage (ac-ft)**
2.00	0.00353	0.00
2.50	0.00353	0.13
3.00	0.00353	0.26
3.50	0.00353	0.39
4.00	0.00353	0.52
4.50	0.00353	0.64
5.00	0.00353	0.77

Exfiltration Trench Characteristics		
L=	219	feet
W=	4	feet
K_{Avg}=	2.83E-03	cfs/ft.^{2} -ft. head
H_2=	3.00	feet
D_u=	3.00	feet
D_s=	1.00	feet

A. Water quality provided

Interpolating from the Stage-Storage Table, the Volume to be treated is met at a stage of:

Stage (Water Quality) = 5.00 ft



The exfiltration trench length needed based on the required water quality volume (0.13 ac-ft) is 20 LF. However, this project is providing 199 LF more of 4' wide exfiltration trench, totaling 219 LF, and exceeding the required water quality treatment volume.

DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
2601 West Broward Boulevard, Room 3061
Fort Lauderdale, FL 33312
Phone: (954) 831-8210
Fax: (954) 831-8218

APPLICATION FOR APPROVAL
FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: January 6th, 2022

Application #: SP-078-21

Name of Project/Development: City Place

Address of Project/Development: NE corner of SW 1st Street and SW 3rd Avenue.

Owner/Agent: City Place Apartments, Ltd. / Francisco Rojo

Design Professional of Record: Clifford R. Loutan, P.E. / Sun-Tech Engineering, Inc.

Water Purveyor: City of Dania Beach

Water Purveyor Address: 100 W. Dania Beach Blvd., Dania Beach, Fl.

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is IB in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is 1000 gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1, Annex "H" and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with NFPA 13 and NFPA 14).
3. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed document).

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

City Place Apartments, Ltd.

Signature - Owner/Agent/Occupant: Francisco Rojo, V.P. of Gen'l Partner — Date: 1/6/22

Signature – Design Professional of Record — Date: 01-06-2022

FEDERICO F. VALENCIA LICENSE No. 91126 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Federico F. Valencia, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

January 06, 2022

Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

January 5th, 2022

Broward Sheriff's Office
Department of Fire Rescue & Emergency Services
Fire Marshall's Office
Dania Beach District
103 West Dania Beach Blvd.
Dania Beach, Florida 33004

RE: City Place
NE corner of SW 1st Street and SW 3rd Avenue, Dania Beach
Water main Statement of Verification

Dear Mr. Zipoli:

Pursuant to your comments dated November 29th, 2021, please accept this statement of verification that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code.

I trust the information provided is sufficient to meet your needs. Please let me know if anything else is required.

Sincerely,
SUN-TECH ENGINEERING, INC.

Clifford R. Loutan, P.E.
Principal

CLIFFORD R. LOUTAN
LICENSE
No. 56890
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Clifford R. Loutan, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

January 05, 2022

FIRE FLOW CALCULATIONS

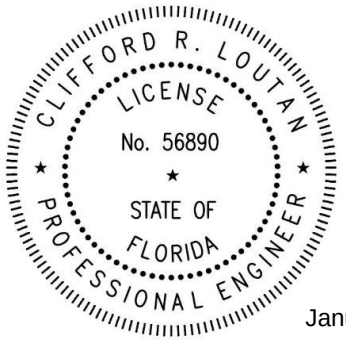
Project:

Dania - City Place
SECTION 34, TOWNSHIP 50S, RANGE 42E
BROWARD COUNTY, FLORIDA
STE PROJECT #21-4103

Prepared by:

SUN-TECH ENGINEERING, INC.
4577 Nob Hill Road, Suite 102
Sunrise, FL 33351

January 6, 2022



This item has been digitally signed and sealed by Clifford R. Loutan, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

January 06, 2022

Clifford, R. Loutan, P.E.
FL REG. No. 56890

STE Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors

TABLE OF CONTENTS

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II. DESIGN REQUIREMENTS

III. DESIGN CRITERIA

IV. FIRE FLOW REQUIREMENT

V. EPANET SIMULATION RESULTS

VI. ANALYSIS RESULTS

VII. FIRE HYDRANT TEST RESULTS

VIII. EXHIBITS

I. DESCRIPTION

The following simulation represents the hydraulic calculation to demonstrate that the proposed system provides adequate flow and pressure for both domestic supply and fire protection for the proposed Residential building, according to the Broward County, City of Dania Beach, Florida Fire Prevention Code, and the Florida Building Code standards.

The proposed project consists of eight-story residential building. The water system is composed of 8" DIP watermain system, connecting to an existing 10" and 8" watermains located on SW 3rd Avenue and SW 1st Avenue respectively, serving the referenced building and fire hydrants. Fire hydrant test has been conducted at the nearest existing fire hydrant to the site, to determine actual pressure conditions, which represents data necessary for the modeling provided in this report. The water potable demand has been calculated and it is summarized in Table 1.

Two different designs criteria have been taken place, the first one considering the maximum daily flow for all building and applying the fire flow to the fire hydrant the represents the hydraulically worst-case scenario. The second design option has considered the peak hourly flow at the proposed building only.

Table 1. Water Potable Demand

Building	**Qd (gpd/Units); (gpd/SF)**	**Units / SF**	**# Buildings**	**Demand (gpm)**		**Max Flow (gpm)**		**Peak Hourly Flow (gpm)**	
				Bldg.	Total	Bldg.	Total	Bldg.	Total
Residential	250	110	1.00	19.10	**19.10**	47.74	**47.74**	76.39	**76.39**
Commercial	0.20	2500	1.00	0.35	**0.35**	0.87	**0.87**	1.39	**1.39**
					19.44		**48.61**		**77.78**

II. DESIGN REQUIREMENTS

Water demand

- Average Daily Flow Project (ADF) = 19.44 gpm
- Maximum Daily Flow (MDF) = 2.5 x 19.44 gpm = 48.61 gpm
- Peak Daily Flow (PDF) = 4.0 x 19.44 gpm = 77.78 gpm

Fire Flow Required

- Fire Flow Demand Required = 1,000 gpm (ISO calcs below)

Pressure Conditions

- Static Pressure = 50 psi

III. DESIGN CRITERIA

- Maximum Daily Flow + Fire Flow Demand = 1,048.61 gpm
- Peak Daily Flow = 77.78 gpm
- Minimum pressure = 20 psi

IV. FIRE FLOW REQUIREMENT

SUN-TECH ENGINEERING, INC
4577 NOB HILL ROAD, SUITE 102
SUNRISE, FL 33351

DATE:1/5/2022
BY: F.V
REV: C.L

Dania - City Place
STE PROJECT #21-4103

FIRE FLOW CALCULATION (I.S.O METHOD) - BUILDING 1 (NORTH)

Formula NFF= $[18F(A_i)^{0.5}](O_i)[(1+(X+P)]$

Address:	SW 1st ST / 1er Avenue, Dania Beach, FL	STE Project No.	21-4103
Project Name:	Dania - City Place	Occupancy Type:	C-2
Construction Class:	3	Number of Stories:	8

STEP 1 Take the area, which is 100% sq. ft. of the first floor plus the following percentage of the total area of the other floors.

First Floor	41,853	Sq. Ft. @ 100%

Buildings classified as construction classes 1-4: 50% of all other floors
Buildings classified as construction classes 5 or 6: Fire Resistive
1) If all vertical openings are protected, 25% of the area not exceeding the two other largest floors.
2) If one or more vertical openings in the building are unprotected, 50% of the area of not exceeding 8 other floors

Total other floors	72,366
Total Area All	114,219

STEP 2 Take the Square Root of the Area: 338

Now mulitiply by "F", which is the coefficient for the construction type:

F = Coefficient related to the class of construction

Construction Type	Class	F Value
Wood Frame	1	1.50
Joisted Masonry Construction	2	1.00
Non-Combustible Construction (metal)	3	0.80
Masonry Non-Combustible Construction	4	0.80
Modified Fire-Resistive Construction	5	0.60
Fire-Resistive Construction	6	0.60

F Value Selected	0.80	
Square Root of the Area x F	270	
Square Root of the Area x F x 18	4867	= C Value

STEP 3 Round off the C value to the nearest 250 GPM (round up or down) up to 2250 & to 500 for 2500 & above

C values ranging from	Use
500 to 625	500
626 to 875	750
876 to 1125	1000
1126 to 1375	1250
1376 to 1625	1500
1626 to 1875	1750
1876 to 2125	2000
2126 to 2375	2250
2376 to 2750	2500
2751 to 3249	3000
3250 to 3750	3500
3751 to 4249	4000

Rounded to the nearest 250 or 500 GPM: 4500 GPM

STEP 4	Multiply result of rounded off GPM by the Occupancy Factor (Oi)	**Occupancy Factor**
	Noncombustible (C-1) = No active fuel loads such as storage of asbestos, clay, glass, marble, stone, or metal products.	**0.75**
	Limited - Combustible (C-2) = Limited fuel loads such as airports, apartments, art studios, auto repair, auto showroom, aviaries, banks, barber shops, beauty shops, churches, clubs, cold storage warehouses, day care center, educational occupancies, gas stations, green houses, health clubs, hospital, jails, libraries, medical labs, motels, museums, nursing homes, offices, radio stations, recreation centers, and rooming houses.	**0.85**
	Combustible (C-3) = Moderate fuel loads such as auto part stores, auto repair training center, bakery, bookstores, bowling centers, casinos, commercial laundries, contractor equipment storage, dry cleaners with no flammable fluids, leather processing, municipal storage buildings, nursery sales stores, pavilions, pet shops, photographic supplies, printers, restaurants, shoe repair, supermarkets, theaters, vacant buildings, and most wholesale & retail sales ocuppancies.	**1.0**
	Free-Burning (C-4) = Active fuel loads such as aircraft hangers, cabinet making, combustible metals, dry cleaners using flammable fluids, feed stores, furniture stores, kennels, lumber, packaging and crating, paper products manufacturing, petroleum bulk distribution centers, tire manufacturers, tire recapping or retreading, wax products, and wood working shops.	**1.15**
	Rapid-Burning (C-5) = Contents that burn with great intensity, spontaneously ignite, have have flammable or explosive vapors, or large quantities of dust such as ammunition, feed mills, fireworks, flammable compressed gases, flammable liquids, flour mills, highly flammable solids, matches, mattress factories, nitrocellulose-based products, rag storage, upholstery shops & waste paper storage.	**1.25**
	Occupancy Factor Selected 0.85	
	Rounded GPM x Oi 3,825	
STEP 5	**Approved Fire Sprinkler System Credit** 75%	
	Take fire flow from step 4 and apply the sprinkler credit of 75%	
	Sprinkler credit 2,869	
	Fire Flow Required **956**	
STEP 6	Take value from step 5 and Round to nearest 250 gpm under 2,500 gpm Round to nearest 500 gpm over 2,500 gpm	
	Needed Fire Flow **1,000** **GPM**	

V. EPANET SIMULATION RESULTS

Dania - City Place
STE PROJECT #21-4103
MAX DAILY FLOW

NETWORK TABLE - NODES

Node ID	Elevation (ft)	Demand (GPM)	Pressure (psi)	Notes
Junc 1	4.80	0.00	45.83	
Junc 2	4.80	0.00	50.36	
Junc Bldg.	4.80	48.61	50.08	Building Demand
Junc FH1	12.00	1000.00	41.14	Fire Hydrant
Junc FH2	12.00	0.00	47.24	Fire Hydrant
Resvr Reserv.	10.00	1048.61	50.00	Source Point

Dania - City Place
STE PROJECT #21-4103
MAX DAILY FLOW

NETWORK TABLE - LINKS

LINK ID	Length	Diameter	Flow	Velocity
	(ft)	(in)	(GPM)	(fps)
Pipe 1	30	6	1000	11.35
Pipe 2	330	8	1000	6.38
Pipe 3	30	6	0	0.00
Pipe 4	20	8	1048.61	6.69
Pipe 5	200	8	1048.61	6.69

Dania - City Place
STE PROJECT #21-4103
PEAK HOURLY FLOW

NETWORK TABLE - NODES

Node ID	Elevation (ft)	Demand (GPM)	Pressure (psi)	Notes
Junc 1	4.80	0.00	53.14	
Junc 2	4.80	0.00	53.14	
Junc Bldg.	4.80	77.78	53.14	Building Demand
Junc FH1	12.00	0.00	50.02	Fire Hydrant
Junc FH2	12.00	0.00	50.02	Fire Hydrant
Resvr Reserv.	10.00	77.78	50.00	Source Point

Dania - City Place
STE PROJECT #21-4103
PEAK HOURLY FLOW

NETWORK TABLE - LINKS

LINK ID	Length	Diameter	Flow	Velocity
	(ft)	(in)	(GPM)	(fps)
Pipe 1	30	6	0.00	0.00
Pipe 2	330	8	0.00	0.00
Pipe 3	30	6	0.00	0.00
Pipe 4	20	8	77.78	0.50
Pipe 5	200	8	77.78	0.50

VI. ANALYSIS RESULTS

EPANET 2.0 water distribution system modeling software was used to perform the simulation of hydraulic behavior for pipe networks for this project. Results are summarized below, and tables are presented within section V.

Max daily flow & Fire Flow

- The system conveyed to Fire Hydrant 1 (FH1) with a resulting residual pressure of 41.14 psi.
- The average velocity throughout the entire water system is about 7.78 fps.

Peak hourly flow

- Proposed building conveyed with a residual pressure of 53.14 psi.
- The average velocity throughout the entire water system is about 0.50 fps.

VII. FIRE HYDRANT TEST RESULTS

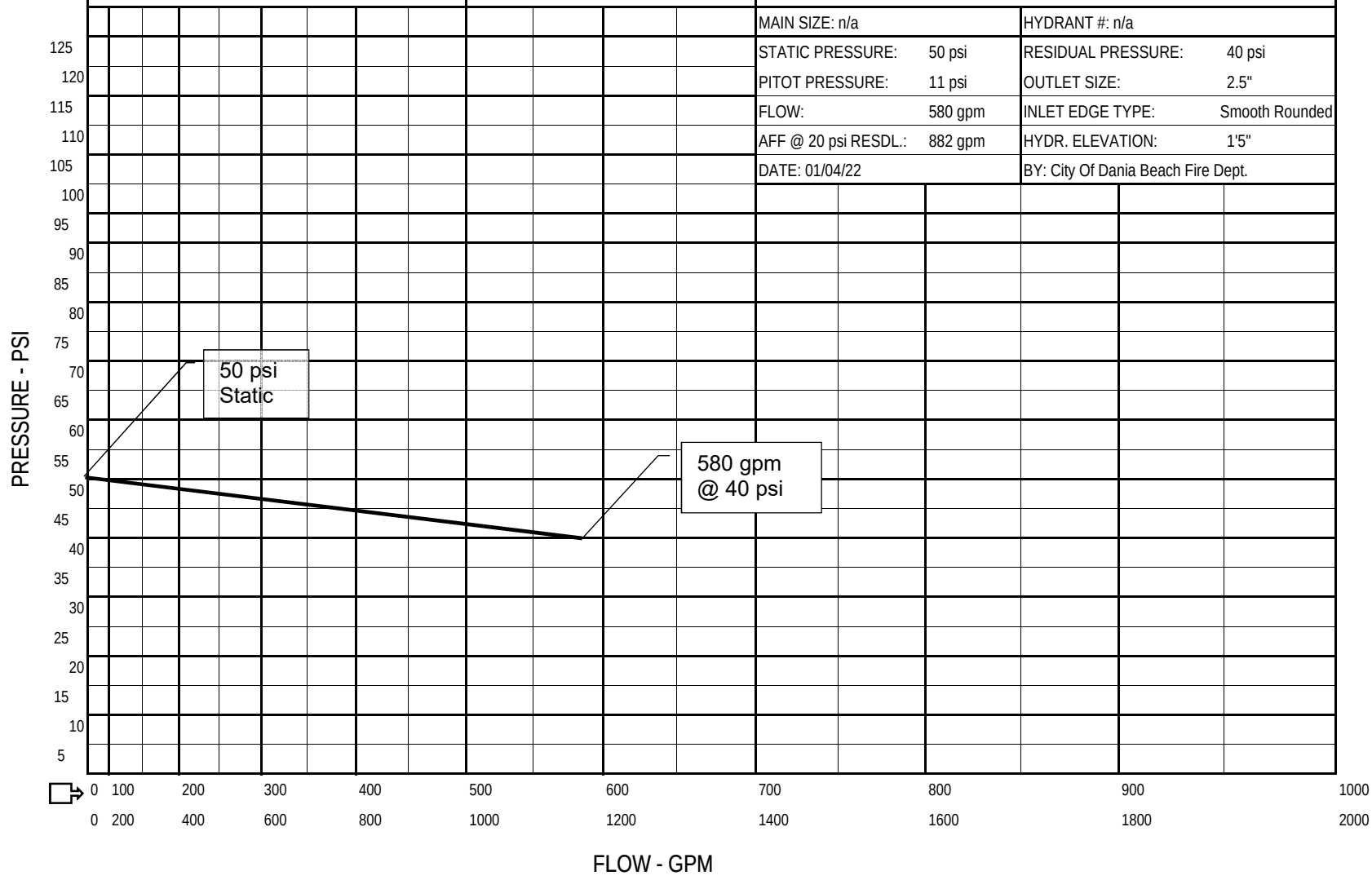
Brothers Fire Protection Inc.

Your Source for Fire Protection...

HYDRANT FLOW TEST

PROJECT: Ford Lincoln Mercury	LOCATION: 114 SW 1st Street Dania Beach, FL	WATER SOURCE: City Water Main Hydrant

MAIN SIZE: n/a		HYDRANT #: n/a	
STATIC PRESSURE:	50 psi	RESIDUAL PRESSURE:	40 psi
PITOT PRESSURE:	11 psi	OUTLET SIZE:	2.5"
FLOW:	580 gpm	INLET EDGE TYPE:	Smooth Rounded
AFF @ 20 psi RESDL.:	882 gpm	HYDR. ELEVATION:	1'5"
DATE: 01/04/22		BY: City Of Dania Beach Fire Dept.	



WATER SYSTEM 114 SW 1st ST Dania Beach

1-4-21 - 10:30 AM

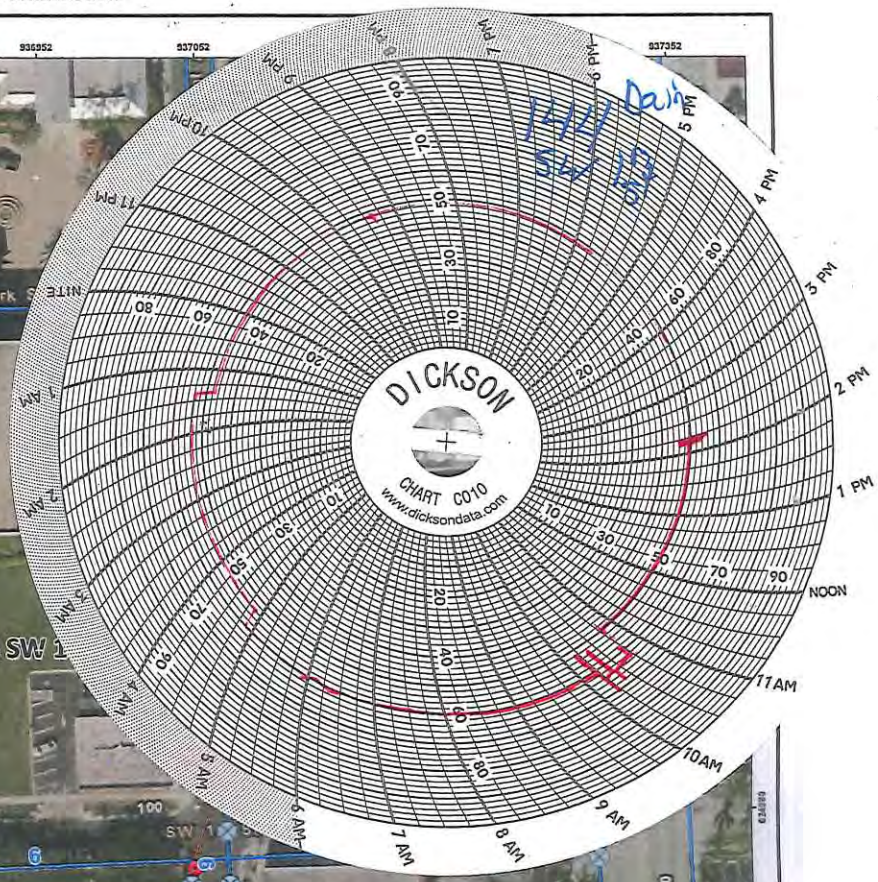
STATIC - 50

Residual - 40

Flow-pitot 11

6pm 580

FH to be flowed



0 35 70 140 210 280 Feet

1 inch = 42 feet

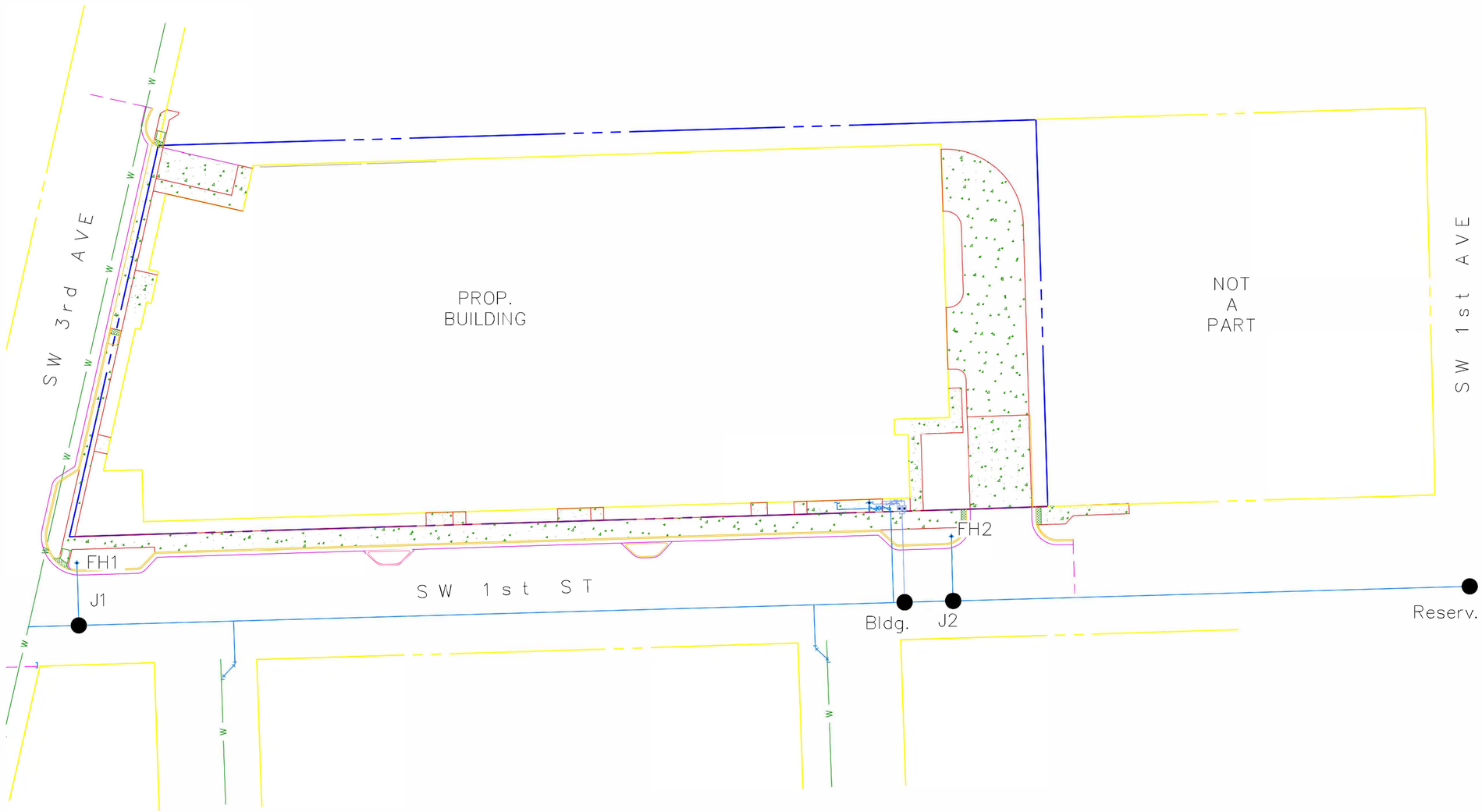
Public Services Department, City of Dania Beach	
Reviewed by:	Darren Greene, Manager Public Works & Utilities Dincer Akin Ozaydin, Public Services Deputy Director City of Dania Beach
Processed by:	Maria Magnolia Dominguez, GIS Technician City of Dania Beach
Source: 2021 Dania Beach Utility Atlas	Dania Beach 09/09/2021

- Dania Beach City Limits
- Potable Water Hydrants
- Potable Water System Valves
- Potable Water Fittings
- Abandoned Potable Water Main
- Potable Water Main

RELATIVE LOCATION



VIII. EXHIBITS



LEGEND

FH# Fire Hydrant #

Point of Service / Node

Pipe

J# Junction #

NOTES

Fire demand @ Junc. FH1
Domestic demand @ Junc. Bldg.

NORTH

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.sunlecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

REVISIONS

NO.	DATE	DESCRIPTION

DANIA CITY PLACE

CITY OF DANIA BEACH FLORIDA

SCHEMATIC WATER MAIN SYST.

DATE:	11-15-2021
SCALE:	N.T.S.
DESIGNED BY:	CL
DRAWN BY:	FV
JOB #:	21-4103

CLIFFORD R. LOUTAN
LICENSE
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: **November 15, 2021**

Date: **November 15, 2021**

SHEET No.
FF1

FILE: K:\Project Docs\21-XXXX\21-4103 City Place – Dania\Calcs\Fire Flow\Misc\4103.dwg
PLOT DATE: 1/5/2022 5:21 PM BY: Federico Valencia, P.E.
LAYOUT: [LAYOUT1]

AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

December 21, 2021

Eleanor Norena, Community Development Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: Proposed Multifamily Housing Development, "City Place" in Dania Beach, FL
Corner of SW 3rd Avenue and SW 1st Street, Dania Beach, FL
(BCPA Folio Numbers 504234013120, 504234013130, 504234013140, and 504234013160)
Broward County Aviation Department (BCAD) Conditional Approval Letter

Dear Ms. Norena:

The Broward County Aviation Department (BCAD) has reviewed the proposed Multifamily Housing Development referred to as "City Place" located south of Fort Lauderdale-Hollywood International Airport (FLL) at the corner of SW 4rd Avenue and SW 1st Street in Dania Beach comprising of the following BCPA Folios: 504234013120, 504234013130, 504234013140, and 504234013160. As the proposed project is within 20,000 feet of FLL, its development and operation is subject to Federal Aviation Regulation (FAR) Part 77, Florida Statutes Chapter 333 and/or the Broward County Airport Zoning Ordinance. These standards seek to ensure that any proposed construction, use of high lift equipment, such as cranes, or other potential hazards will not negatively impact the safe and efficient use of the airport and surrounding airspace. Taking into consideration the proximity of this project to FLL, BCAD is providing the following comments regarding the proposed development:

• Based on the location and height of the proposed project, FAR Part 77, Subpart B and Section 5-182(n)(2) of the Broward County Land Development Code, **BCAD does not require** the applicant to obtain a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration (FAA) at this time. However, please be advised that the FAA reserves the right to request a federal review if deemed necessary. The Federal Review (FAA 7460-1) process can be initiated at the following web address: https://oeaaa.faa.gov/oeaaa/external/portal.jsp

• No building, structure or vegetation on the site may exceed the ***maximum height of 214.9 feet (AMSL)*** unless submitted to BCAD for additional review. This height reflects the 105.3 feet maximum building height noted on Airport Proximity Exhibit (dated December 10, 2021) provided to the airport and an allowance of 10 feet of finished floor elevation.

• The proposed development, including steel structure materials, must not generate light, glare, smoke or other emissions that could be disorienting to pilots operating in the vicinity of the airfield.

Adherence to these conditions is required for BCAD approval of the proposed multifamily housing development referred to as "City Place" located at the corner of SW 4rd Avenue and SW 1st Street in Dania Beach comprising of the following BCPA Folios: 504234013120, 504234013130, 504234013140, and 504234013160 and it is based on the following documents submitted by the applicant:

- Dania Beach City Place Airport Proximity Exhibit prepared by Sun-Tech Engineering, Inc. on December 10, 2021 including the latitude, longitude, and AMSL heights of proposed building features.
- Elevation Drawings prepared by FORUM Architecture & Interior Design signed by Registered Architect Andrew Scott Roark, provided to BCAD on December 10, 2021

If the proposed plans are revised substantially from those submitted for this review, BCAD requests that the revised development plans be submitted for an additional review.

This letter serves as notice of potential aircraft overflight and noise impacts on this property due to its proximity to the Fort Lauderdale/Hollywood International Airport. This property is subject to the overflight and associated noise of arriving and departing aircraft during the course of normal airport operations. Individuals sensitive to such events should satisfy themselves before purchasing this property that such exposure to aircraft overflights and the noise associated therewith will not adversely affect their enjoyment of the property.

This letter serves as notice to prospective purchasers of parcels within the property that, pursuant to Broward County Ordinance 2006-37 and consistent with the Federal Aviation Administration's "Change in FAA's Noise Mitigation Policy," effective October 1, 1998, the County will only provide noise mitigation for existing "incompatible development" and not for new incompatible development. The determination of "compatible" and "incompatible development" will be based on the County's most current Federal Aviation Administration ("FAA") approved Noise Exposure Map and the Airport's most current noise compatibility program which has been reviewed and approved by the FAA for the Airport. The applicant should note that the project is not eligible for federal funding to mitigate aircraft noise.

Please do not hesitate to contact me if you have questions or require additional information at 954.359.6258

Sincerely,

William Castillo
BCAD Aviation Planning Manager

cc: Michael P. Pacitto, P.G., Director Planning and Environmental
Brady Brewster, BCAD Aviation Planner | Extension of Staff
Nicole Rojo / nicole@landmarkco.net

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION APPROVING THE SITE PLAN MODIFICATION (SP-035-13MOD2), SUBMITTED BY J. MILTON AND ASSOCIATES, FOR THE PROPERTY LOCATED AT 801 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"

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

Fiscal Impact/Cost Summary

Exhibits Attached
SR SP-035-13MOD2 Seaview II Revised, R-2022- Seaview II (J. Milton and Associates) Site Plan Modification (SP-035-13MOD2), Buiding Plans, Location Map (Seaview 2), Application Backup

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: March 22, 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
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning & Zoning Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.11 16:58:55 -05'00'

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community Development, ou, email=enorena@daniabeachfl.gov, c=US
Date: 2022.03.11 15:45:41 -05'00'

Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community Development, email=clajoie@daniabeachfl.gov, c=US
Date: 2022.03.11 16:53:45 -05'00'

SUBJECT: **SP-035-13MOD2:** The applicant, J. Milton & Associates, LLC, is requesting a site plan modification for the property located at 801 East Dania Beach Boulevard.

Request

SITE PLAN MODIFICATION

Request for the modification of a previously approved site plan (Seaview II/Mile Marker 55), increasing from 352 to 450 dwelling units and from thirteen (13) to fourteen (14) stories, by using incentive bonuses, and removing 14,000 square feet of commercial space.

PROPERTY INFORMATION

EXISTING ZONING:	Beach Gateway Mixed-Use (GTWY-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)
SITE ADDRESS:	801 East Dania Beach Boulevard
SITE ACREAGE:	4 acres (524,125 SF)
EXISTING USE:	Wiener's Mobile Home Park

VIOLATIONS ON PROPERTY

There are no outstanding code violations on this property.

Background

On October 22, 2013, the Dania Beach City Commission approved a Site Plan for Mile Marker 55, for the construction of a thirteen (13) story, mixed-use building with approximately 14,000 square feet of commercial, 352 residential units and public parking (SP-35-13). The project was approved in 2013 using incentive bonuses for provision of public parking, and the approval remains active, able to be constructed as approved.

On March 16, 2021, a minor revision to the approved site plan was approved administratively, approving an increase in building height of five (5') feet to accommodate mechanical and flood height issues.

At this time the applicant is requesting the modification of the previously approved site plan, increasing the building height and number of units and removing the previously approved mixed-use commercial uses on the ground floor.

The previously approved project contained 352 dwelling units, and the proposal now is to build 450 dwelling units, an increase of 98 units. The previously approved building was thirteen (13) stories and measured 124'-9"; the proposed modification would permit fourteen (14) stories at a height of 129'-2". Total parking spaces will increase from 741 spaces to 769 spaces. The average unit size is proposed to be reduced from 1,051 square feet to 957 square feet. The increased height and number of units proposed are proposed to be obtained through an increase in the fee payment in lieu of public parking ($540,000) utilizing the Public Parking Incentive described in Section 305-60 of the LDC.

Development Agreement

As part of this proposal, staff has requested the developer to address the issue of drainage along Gulf Stream Road in the form of a Development Agreement. Condition #1 of the approval resolution requires the applicant to enter into a Development Agreement with the City to address drainage improvements needed on the entire length of Gulf Stream Road. This must address issues of the drainage system, stage storage and pipe sizing calculations, method of drainage, control of stormwater and groundwater, existing and recurring high-water elevations, drainage structures, canals, ditches and other pertinent information associated with the system. It must be based on a report prepared by the Engineer of Record. This may result in a public/private partnership to fully implement the improvements identified.

This condition is proposed to ensure that the problems of drainage in the immediate vicinity of the project will be addressed. If the proposed modification is not approved, the previously approved 352 unit mixed-use project can be built, without the need to further address those drainage issues in proximity to the property on Gulf Stream Road.

RAC Units

The subject site is within the City's Regional Activity Center (RAC). The RAC area was allocated a fixed number of residential units within this defined area in 2010. At this time, there are seven hundred and sixty-three (763) units remaining in the balance, and approval of the one hundred (100) units included in this application will bring the balance down to six hundred and sixty-three (663) units remaining. The City is in the process of replenishing the RAC units.

Development Review Committee (DRC)

The site plan was reviewed by the DRC on October 14, 2021 and again on January 27, 2022; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

Community Outreach Effort

The applicant indicates that they met with residents of the nearby Sea Oaks Condominium on Friday March 4 at 630pm. There were about 30-40 residents in attendance. They discussed the project and that they are going to commission for 450 units. The residents stressed traffic issues, and the potential for a

traffic light was discussed. The drainage issue in the area was discussed and the required improvements to the drainage on the entire street was also discussed. The applicant indicates the meeting went well.

Conditions of Approval

1) The applicant shall enter into a Development Agreement with the City to address drainage improvements needed on the entire length of Gulf Stream Road, addressing the drainage system, stage storage and pipe sizing calculations, method of drainage, control of stormwater and groundwater, existing and recurring high-water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, based on a report form prepared by the Engineer of Record. (Planning & Zoning).
2) Provide revised plat as approved by Broward County. (Planning & Zoning)
3) Per the Broward Trafficways plan, a ROW width of 110' is required along Dania Beach Blvd. (Planning & Zoning)
4) RECREATION AND OPEN SPACE IMPACT FEE: Per Resolution No. 2015-071, $1,364.00 per Multifamily Dwelling must be paid for Recreation and Open Space Impact Fee at time of building permit issuance. Therefore, applicant must pay $ 613,800.00 ($1,364 X 450 units) prior to issuance of a building permit. (Planning & Zoning)
5) CONSTRUCTION SCREENING: Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. (Planning & Zoning)
6) RAC TRAFFIC IMPACT MITIGATION: CRA mitigation for traffic impact due is based on resolution No. 2014-049, which established a rate of $21.26 per p.m. peak hour trip. Therefore, applicant must pay $ 2,806.32 (131 PM trips X $21.26) prior to issuance of a building permit. Updated per traffic study provided by A&P Engineering, as revised January 6, 2022. (Planning & Zoning)
7) PUBLIC ART PROGRAM: Per O-2019-025, the applicant shall pay into the Public Art Fund either:
   a) Pay In-Lieu Public Art Fee: One-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of $5,000 and a maximum payment of $250,000; or
   b) Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, minimum value of one-quarter of one percent (0.25%) of construction cost, along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. (Planning & Zoning)
8) Provide a revised site plan meeting all Landscape Code Requirements or obtain a variance prior to issuance of a building permit. (Planning & Zoning)
9) Provided tree data table including condition ratings as required by Section 275-80(C)(4) of the City's Land Development Code. (Landscaping)
10) In addition to specimen seagrape trees 4329 and 4330, tabebuia tree 4377 appears to be specimen sized and all three will require an appraisal in accordance with Sec. 825-140(C). In addition, an arborist evaluation/report and relocation plan will be required to clarify if the relocation trees will be staged, or if the receiving site will be prepared in advance. (Landscaping)

11) Show the proposed width of the perimeter and VUA buffers both on the Landscape Requirements table and the plan view sheet either delineating the interior boundary or providing dimension bars [Sec. 275-80(N)]. Please include a scale bar in addition to the 20 scale provided. Ensure the northern VUA buffer meets minimum width requirements. (Landscaping)
12) In the Landscape Requirements Table the Perimeter Buffer section should reference Section 275-130 of the code. (Landscaping)
13) In the landscape requirements table, section 307-20 should be included and it should identify the proposed street trees requirements for the total frontage along Dania Beach Boulevard and Gulfstream Road (sabal palms every 15'). If the design cannot satisfy the street tree requirements, a variance will be required. (Tier 1). (NOTE: Even though Dania Beach Boulevard is a designated Broward County Trafficway, it is a State Road and Royal Palms are not allowed on State Roads for safety and visibility purposes, so the default installation shall be sabal palms along both streets). (Landscaping)
14) In the landscape requirements table for code section 275-140, indicate the total square footage of NVUA. (Landscaping)
15) Correct plans to show correct number of CE buffer trees on the East, and CE NVUA trees on the north (using a different tree symbol). Correct the CE tree on the north labeled "N"; it is too far from the property line to be a buffer tree and should be labeled "M". (Landscaping)
16) If the relocated seagrapes are to be considered buffer trees, they must be rooted within the 10' buffer zone. However, both seem to be located slightly outside the north and south buffer zones. If true, adjust location or re-label surrounding trees as necessary to satisfy buffer tree requirements in another way, and attribute the relocated specimens as NVUA plantings. (Landscaping)
17) Correct the discrepancy on the north perimeter buffer (13 proposed SG, tree tag only counts 11), and the subtotal of trees proposed at the bottom of the plant list so it equals the sum of the trees in the list. Advise how these numbers are calculated. (Landscaping)
18) Verify NVUA mitigation trees have adequate space from the structure to meet spacing requirements in section 275-190(H). (Landscaping)
19) The FDOT Pre-Application letter, stating that the driveway connection to SR A1A/East Dania Beach Boulevard is permitted, shall be provided. (Traffic Engineering)
20) The mitigation strategy with regard to SR A1A/East Dania Beach Boulevard/US 1, as stated in the conclusion of the traffic study, should be implemented. (Traffic Engineering)
21) The comment response to the question of gates at the access connections is that they may be considered in the future. If gates are considered in the future, there shall be sufficient lanes for residents, guests and turnaround for when access is not permitted or available. The available queue storage (driveway length) shall be a minimum of 75 feet from Gulfstream Road per the Institute of Transportation Engineers (ITE) standard. FDOT will have their own driveway length requirements for SR A1A/East Dania Beach Boulevard. (Traffic Engineering)
22) Address the signing and marking. (Traffic Engineering)
23) Signal retiming at the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 with regards to the north, south and west approaches. (Traffic Engineering)
24) A signal warrant analysis at SR A1A/East Dania Beach Boulevard shall be prepared six (6) months after the Certificate of Occupancy is issued and before 12 months after the Certificate of Occupancy is issued. (Traffic Engineering)

25) If signal is not warranted by FDOT, reconfigure the median channelization and the lane configurations of the southbound approach of the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road to prevent the southbound left turns. (Traffic Engineering)
26) Show tapping details for the 12" watermain. (Engineering)
27) Must connect to City's pressurized sewage system (forcemain) which may require building a private lift station. (Engineering)
28) Provide drainage calculations for the site (10 years, 25 years, 100 years). Provide a narrative for proposed drainage plans. Describe water quality, water quantity and drainage design criteria for the project. Discuss outfall and discharge if applicable. Please provide narrative for both onsite and offsite drainage facilities as applicable. Respond to the following: i) Please demonstrate retention of 25 year 3 day design storm. ii) Please provide 10 year 1 day protection for parking lot grade. iii) Demonstrate 100 year zero discharge stage and FFE elevation criteria. iv) Proposed yard drains, trench drains draining to R/W shall not be allowed. v) Demonstrate all roof drainage is connected to drainage wells or exfiltration trench. vi) The drainage from rear lot, side lot areas need to be contained onsite. (Engineering)
29) Provide preliminary data of the drainage system (stage storage and pipe sizing calculations with the construction plans in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system. (Engineering)
30) Provide retention calculations indicate that an additional nine thousand one hundred twenty-five (9,125) cubic feet of additional stormwater retainage per acre of development below the elevation of 10.0 is being provided. (Engineering)

Budgetary Impact

Approval of the project will enable the redeveloped of the Wiener's Mobile Home Park, expanding the City's ad valorem tax roll, provide needed additional housing and pay the following required impact fees prior to permitting; Recreation and Open Space: $613,800, RAC Traffic Mitigation: $2,806.32, Parking In - Lieu: $540,000 and up to $250,000 for Public Art.

Recommendation

Approve the resolution approving the Site Plan Modification, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2022-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-035-13MOD2), SUBMITTED BY J. MILTON AND ASSOCIATES, FOR THE PROPERTY LOCATED AT 801 EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code" (the "LDC"), Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, on October 22, 2013, the Dania Beach City Commission passed and adopted Resolution No. 2013-131, approving a Site Plan for the proposed construction of a thirteen (13) story, mixed-use building with approximately 14,000 square feet of commercial, 352 residential units and public parking (SP-35-13) for property located at 801 East Dania Beach Boulevard in the City of Dania Beach, Florida (the "Property"), as legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, J. Milton and Associates (the "Applicant") is requesting modification of the previously approved site plan (Seaview II/Mile Marker 55), increasing from 352 to 450 dwelling units and from thirteen (13) to fourteen (14) stories, for the property located at 801 East Dania Beach Boulevard. (SP-035-13MOD2) as referenced in Exhibit "B," a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the revised Site Plan (SP-035-13MOD2) is consistent with the City's Land Development Code and Comprehensive Plan;

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

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

Section 2. That pursuant to Chapter 28 "Land Development Regulations," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plans," the following Site Plan Modification (SP-035-13MOD2), attached as Exhibit "B," is approved subject to compliance with the following conditions which must be satisfied prior to issuance of a building permit unless a different timeframe is specified within a specific condition (references to Sections are to those in the LDC):

1) The applicant shall enter into a Development Agreement with the City to address drainage improvements needed on the entire length of Gulf Stream Road, addressing the drainage system, stage storage and pipe sizing calculations, method of drainage, control of stormwater and groundwater, existing and recurring high-water elevations, drainage structures, canals, ditches and other pertinent information associated with the system, based on a report form prepared by the Engineer of Record. (Planning & Zoning)
2) Submit a revised plat to be approved by Broward County. (Planning & Zoning)
3) Per the Broward Trafficways plan, a ROW width of 110' is required along Dania Beach Blvd. . (Planning & Zoning)
4) RECREATION AND OPEN SPACE IMPACT FEE: Per Resolution No. 2015-071, $1,364.00 per Multifamily Dwelling must be paid for Recreation and Open Space Impact Fee at time of building permit issuance. Therefore, applicant must pay $ 613,800.00 ($1,364 X 450 units) prior to issuance of a building permit. (Planning & Zoning)
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25) Must connect to City's pressurized sewage system (force main) which may require building a private lift station. (Engineering)
26) Provide drainage calculations for the site (10 years, 25 years, 100 years). Provide a narrative for proposed drainage plans. Describe water quality, water quantity and drainage design criteria for the project. Discuss outfall and discharge if applicable. Please provide narrative for both onsite and offsite drainage facilities as applicable. Respond to the following:
    a) Please demonstrate retention of 25 year 3 day design storm.
    b) Please provide 10 year 1 day protection for parking lot grade.
    c) Demonstrate 100 year zero discharge stage and FFE elevation criteria.
    d) Proposed yard drains, trench drains draining to R/W shall not be allowed.
    e) Demonstrate all roof drainage is connected to drainage wells or exfiltration trench.
    f) The drainage from rear lot, side lot areas need to be contained onsite. (Engineering)
27) Provide preliminary data of the drainage system (stage storage and pipe sizing calculations with the construction plans in a report form prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system. (Engineering)
28) Provide retention calculations indicate that an additional nine thousand one hundred twenty-five (9,125) cubic feet of additional stormwater retainage per acre of development below the elevation of 10.0 is being provided. (Engineering)

Section 3. That pursuant to Section 635-100 "Expiration of Site Plans" of the LDC, Site Plan (SP-035-13MOD2) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 4. That such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner, located at 220 SW 45 Street, Suite 101, Dania Beach, Florida 33312 (954) 359-6100.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on March 22, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

PARCEL “A”, OF “CALM”, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT B
SITE PLAN MODIFICATION





SITE PLAN
SCALE: 1" = 25'

N

PROJECT SITE
OCEAN VIEW
AT DANIA
GTWY-MU ZONING

KEY PLAN
N.T.S.

N

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST, LESS ROAD RIGHT-OF-WAY. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PROJECT No.:	REV. #	DATE
DESIGNED BY: C.M.	1	
DRAWN BY: J.M.	2	
CHECKED BY: C.M.	3	
ISSUE DATE: 10-22-2021	4	
DRAWING SCALE: AS SHOWN	5	
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- OCEAN VIEW AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

OCEAN VIEW AT DANIA
LUXURY RENTALS

J.MILTON & ASSOCIATES

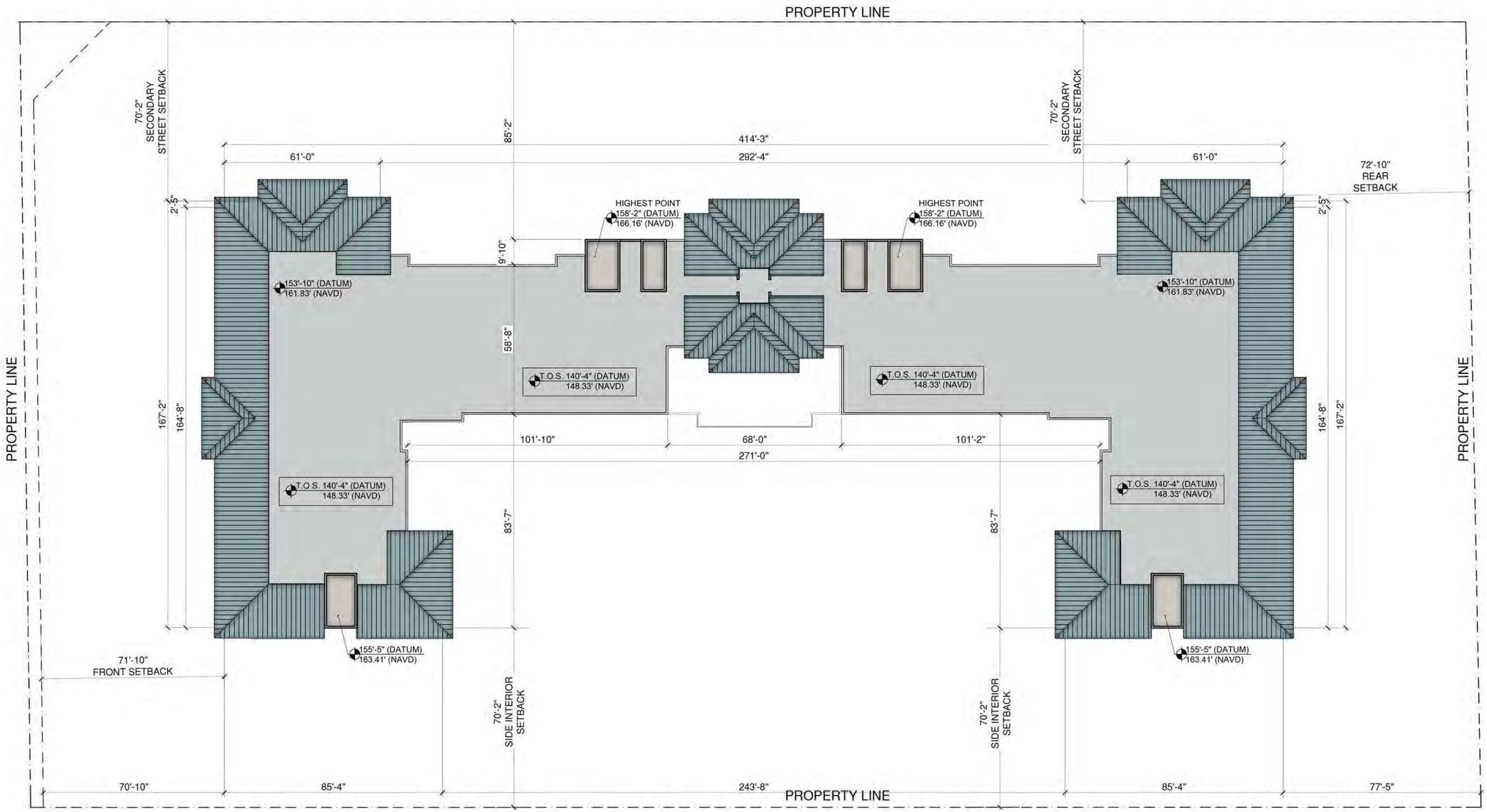
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Architectural & Engineering Design
AA 26001532 · CA 27136
5401 SW 74th Ct. Ste 100
Miami, FL 33143
Ph. (305) 666-5588 Fax (305) 666-5061
www.caymaresdesign.com

ARCH. CARMEN T. DIAZ
LIC.# AR 96290
5401 S.W. 74th COURT
SUITE 100
MIAMI, FL 33143
TEL. (305) 666-5588
FAX (305) 665-5541

CARMEN T DIAZ
Digitally signed by CARMEN T DIAZ
Date: 2022.02.08 08:48:42 -05'00'

STATE OF FLORIDA
CARMEN T DIAZ
AR 96290
REGISTERED ARCHITECT

A-1.0



ROOF PLAN
SCALE: 1" = 20'

N

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
DRAWING SCALE:	AS SHOWN

REV. #	DATE
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- OCEAN VIEW AT DANIA -

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OCEAN VIEW AT DANIA
LUXURY RENTALS

J.MILTON & ASSOCIATES

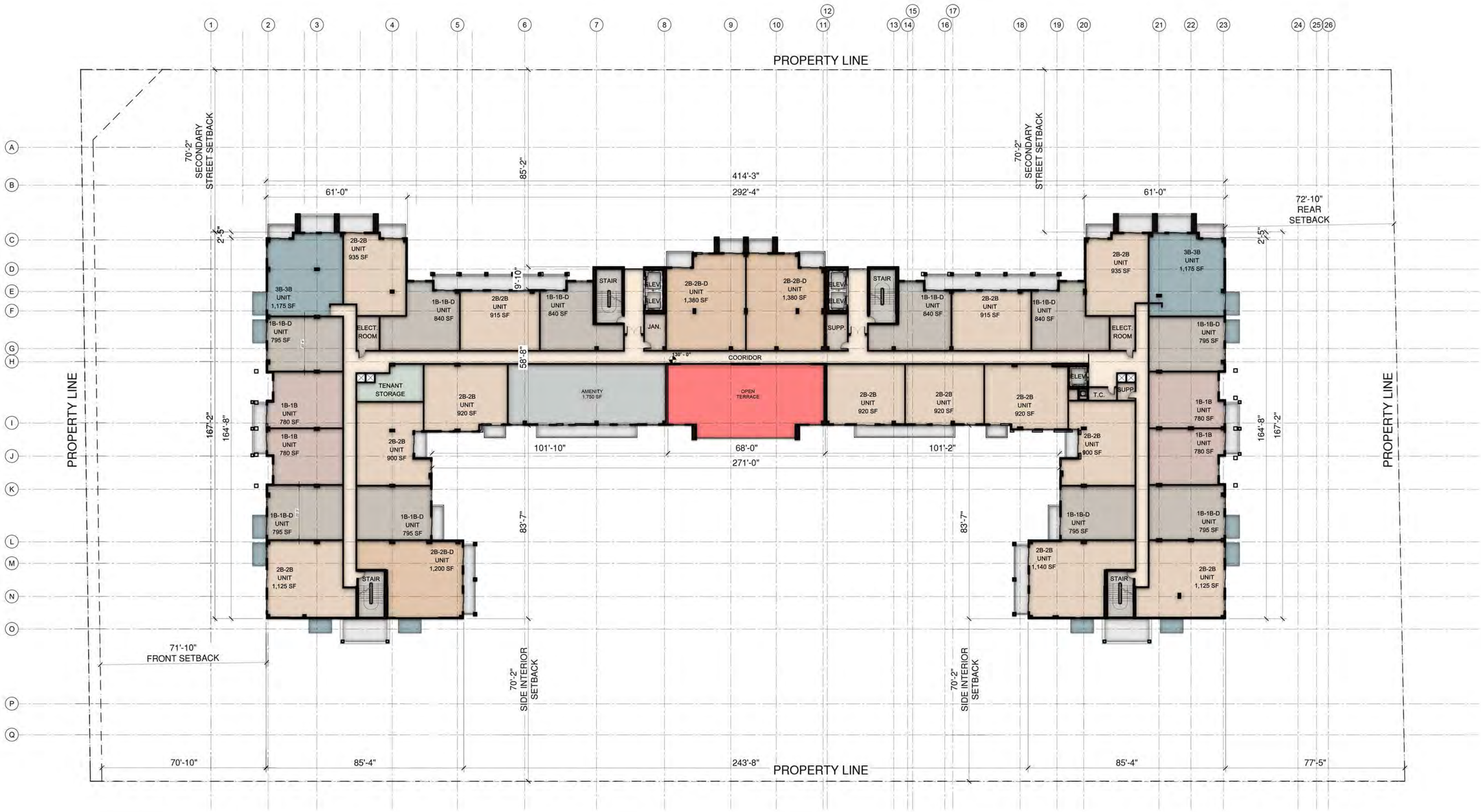
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STATE OF FLORIDA
CARMEN T DIAZ
AR 96290
REGISTERED ARCHITECT

SHEET No:

A-2.8



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B -1B UNIT	1B-B-D UNIT	2B-2B UNIT	2B-2B-D UNIT	3B-2B UNIT	TOTAL UNITS
14TH FLOOR		4	10	12	4	2	32

14TH FLOOR PLAN

SCALE: 1" = 20'

N

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
DRAWING SCALE:	AS SHOWN

REV. #	DATE
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- OCEAN VIEW AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

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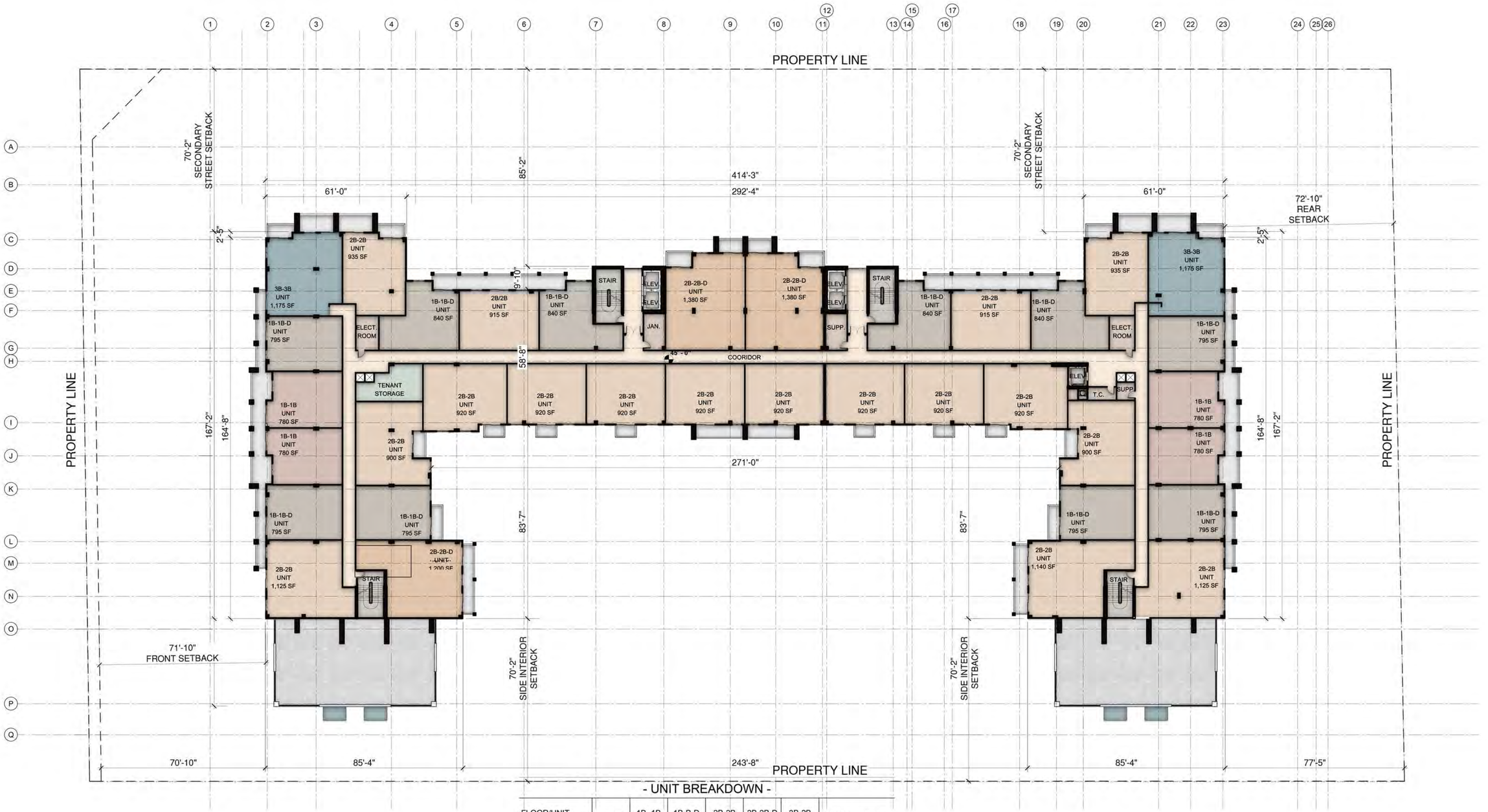
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STATE OF FLORIDA
CARMEN T DIAZ
AR 96290
REGISTERED ARCHITECT

SHEET No:

A-2.7



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B -1B UNIT	1B-B-D UNIT	2B-2B UNIT	2B-2B-D UNIT	3B-2B UNIT	TOTAL UNITS
7TH FLOOR		4	10	16	4	2	36
8TH FLOOR		4	10	16	4	2	36
9TH FLOOR		4	10	16	4	2	36
10TH FLOOR		4	10	16	4	2	36
11TH FLOOR		4	10	16	4	2	36
12TH FLOOR		4	10	16	4	2	36
13TH FLOOR		4	10	16	4	2	36

7TH TO 13THFLOOR PLAN

SCALE: 1" = 20'

N

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
DRAWING SCALE:	AS SHOWN

REV. #	DATE
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801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

OCEAN VIEW AT DANIA
LUXURY RENTALS

J.MILTON & ASSOCIATES

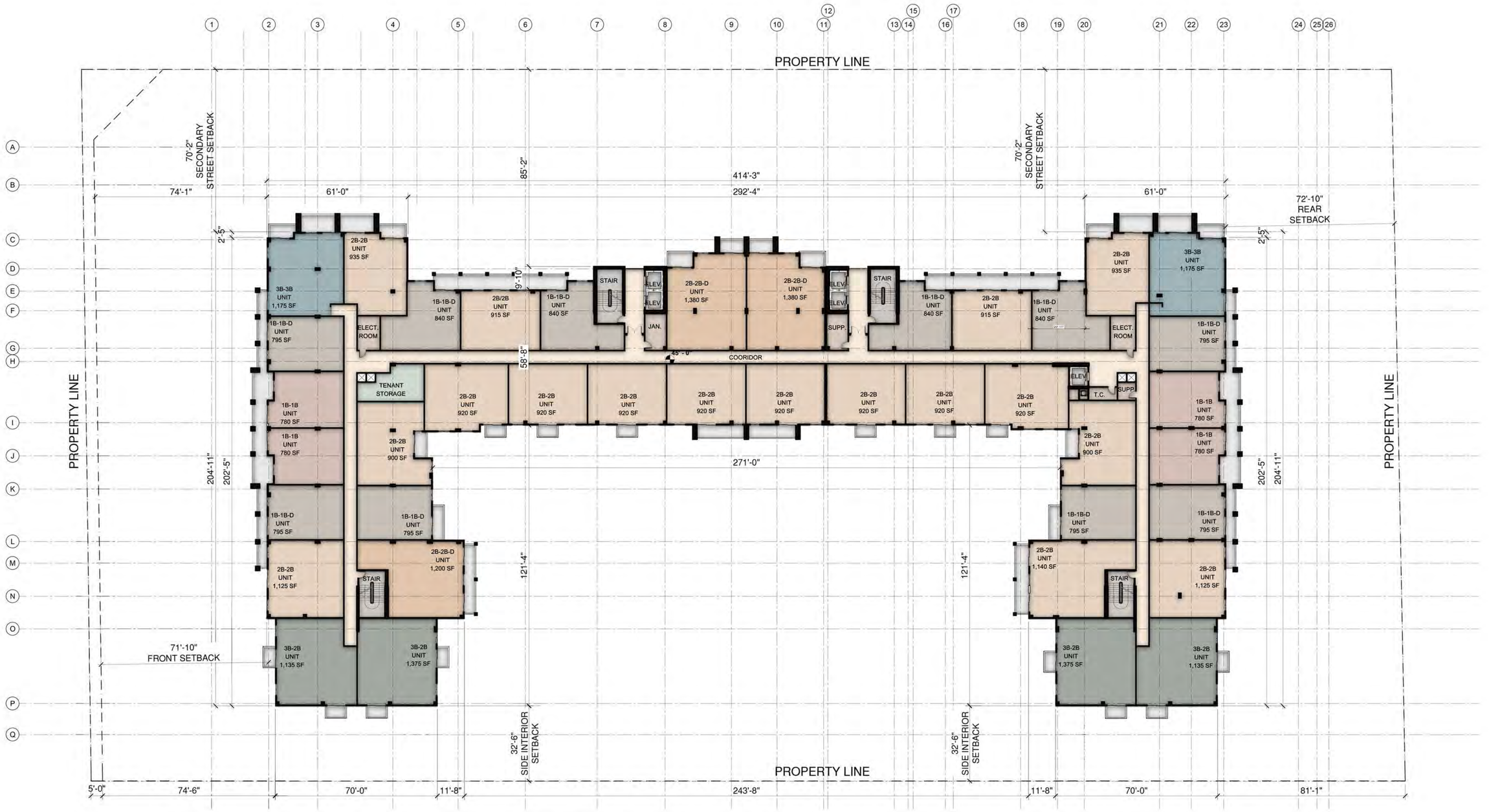
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STATE OF FLORIDA
CARMEN T. DIAZ
REGISTERED ARCHITECT
AR 96290

SHEET No:

A-2.6



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B -1B UNIT	1B-B-D UNIT	2B-2B UNIT	2B-2B-D UNIT	3B-2B UNIT	TOTAL UNITS
FIFTH FLOOR		4	10	16	4	6	40
SIXTH FLOOR		4	10	16	4	6	40

5TH & 6THFLOOR PLAN

SCALE: 1" = 20'

N

		REV. #	DATE
PROJECT No.:		1	
DESIGNED BY:	O.M.	2	
DRAWN BY:	J.M.	3	
CHECKED BY:	O.M.	4	
ISSUE DATE:	10-22-2021	5	
DRAWING SCALE:	AS SHOWN	6	
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- OCEAN VIEW AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

OCEAN VIEW AT DANIA
LUXURY RENTALS

J.MILTON & ASSOCIATES

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SHEET No:

A-2.5



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B -1B UNIT	1B-B-D UNIT	2B-2B UNIT	2B-2B-D UNIT	3B-2B UNIT	TOTAL UNITS
FOURTH FLOOR		4	10	13	4	6	37

4TH FLOOR PLAN

SCALE: 1" = 20'

N

PROJECT No.:	
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DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
DRAWING SCALE:	AS SHOWN

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OCEAN VIEW AT DANIA
LUXURY RENTALS

J.MILTON & ASSOCIATES

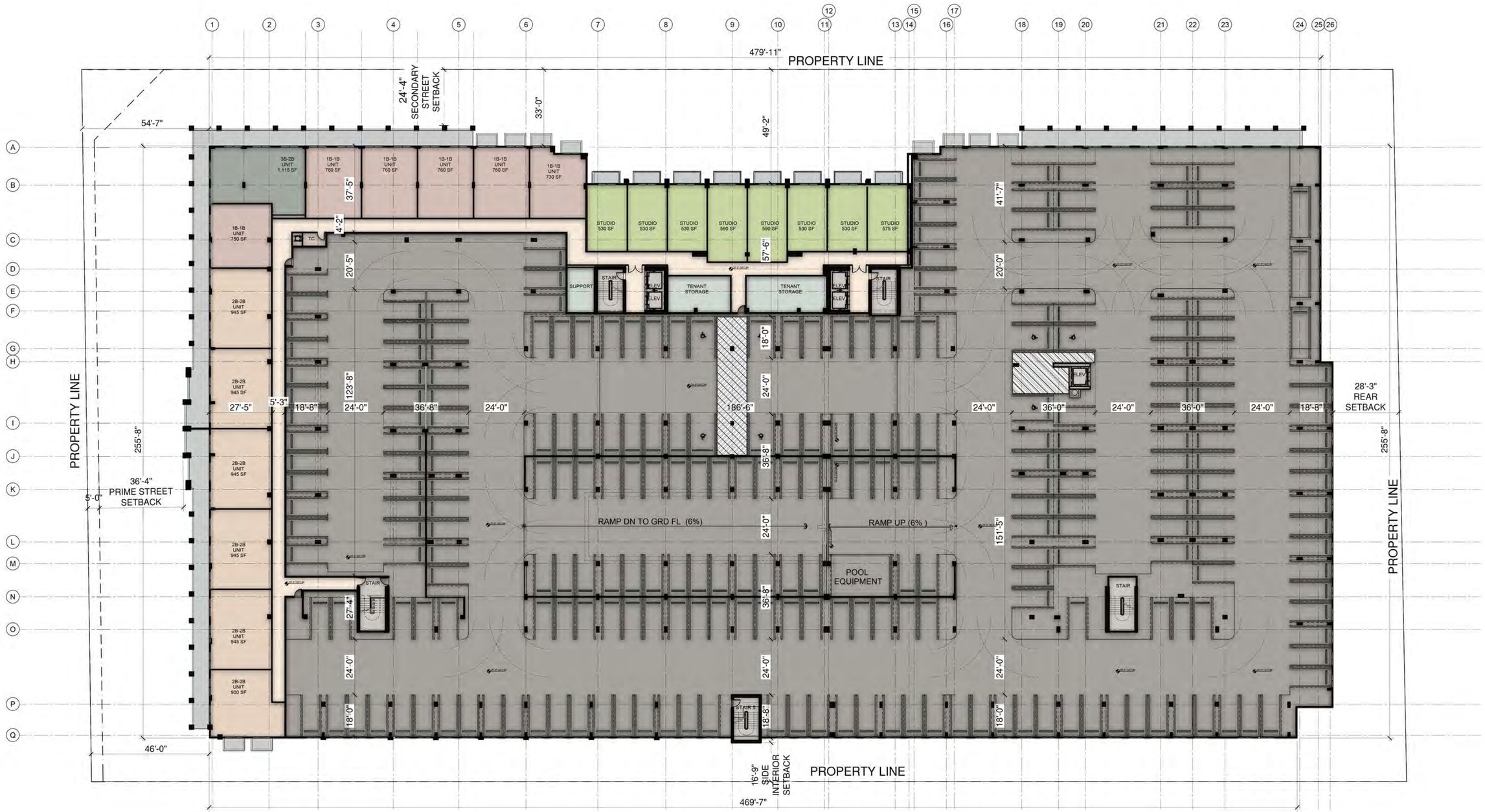
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STATE OF FLORIDA
CARMEN T DIAZ
AR 96290
REGISTERED ARCHITECT

SHEET No:

A-2.4



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B -1B UNIT	1B-B-D UNIT	2B-2B UNIT	2B-2B-D UNIT	3B-2B UNIT	TOTAL UNITS
THIRD FLOOR	8	6		6		1	21

- PARKING BREAKDOWN -

FLOOR / PS TYPE	STREET PS (9'x23')	REG. PS (9'x18')	LATERAL PS (9'x23')	HC PS (17'x18')	TOTAL PS
THIRD FLOOR		246	3	7	256

THIRD FLOOR PLAN

SCALE: 1" = 20'

N

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
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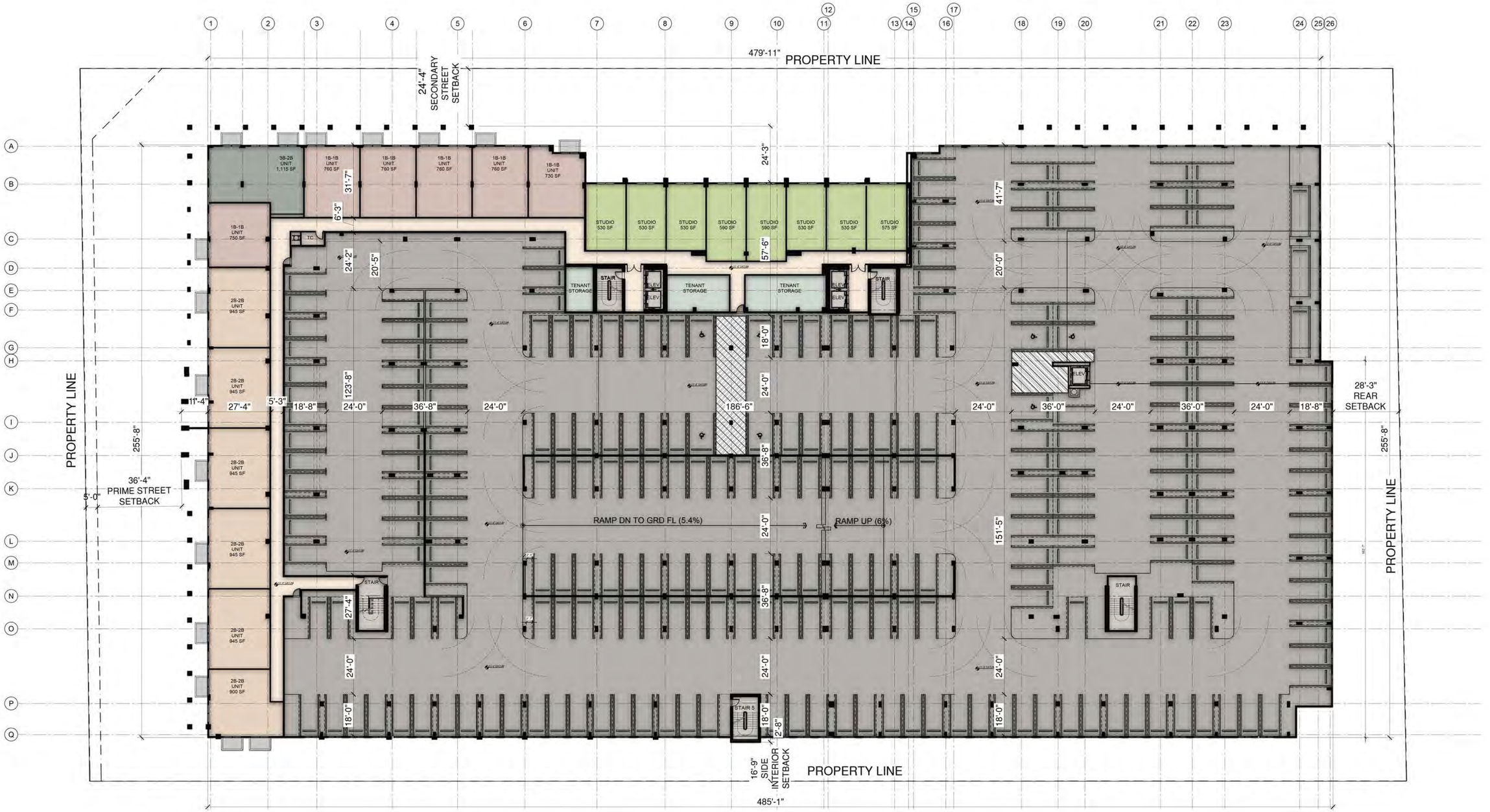
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STATE OF FLORIDA
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AR 96290
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A-2.3



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B -1B UNIT	1B-B-D UNIT	2B-2B UNIT	2B-2B-D UNIT	3B-2B UNIT	TOTAL UNITS
SECOND FLOOR	8	6		6		1	21

- PARKING BREAKDOWN -

FLOOR / PS TYPE	STREET PS (9'x23')	REG. PS (9'x18')	LATERAL PS (9'x23')	HC PS (17'x18')	TOTAL PS
SECOND FLOOR		251	3	7	261

SECOND FLOOR PLAN

SCALE: 1" = 20'

N

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
DRAWING SCALE:	AS SHOWN

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- OCEAN VIEW AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

OCEAN VIEW AT DANIA
LUXURY RENTALS

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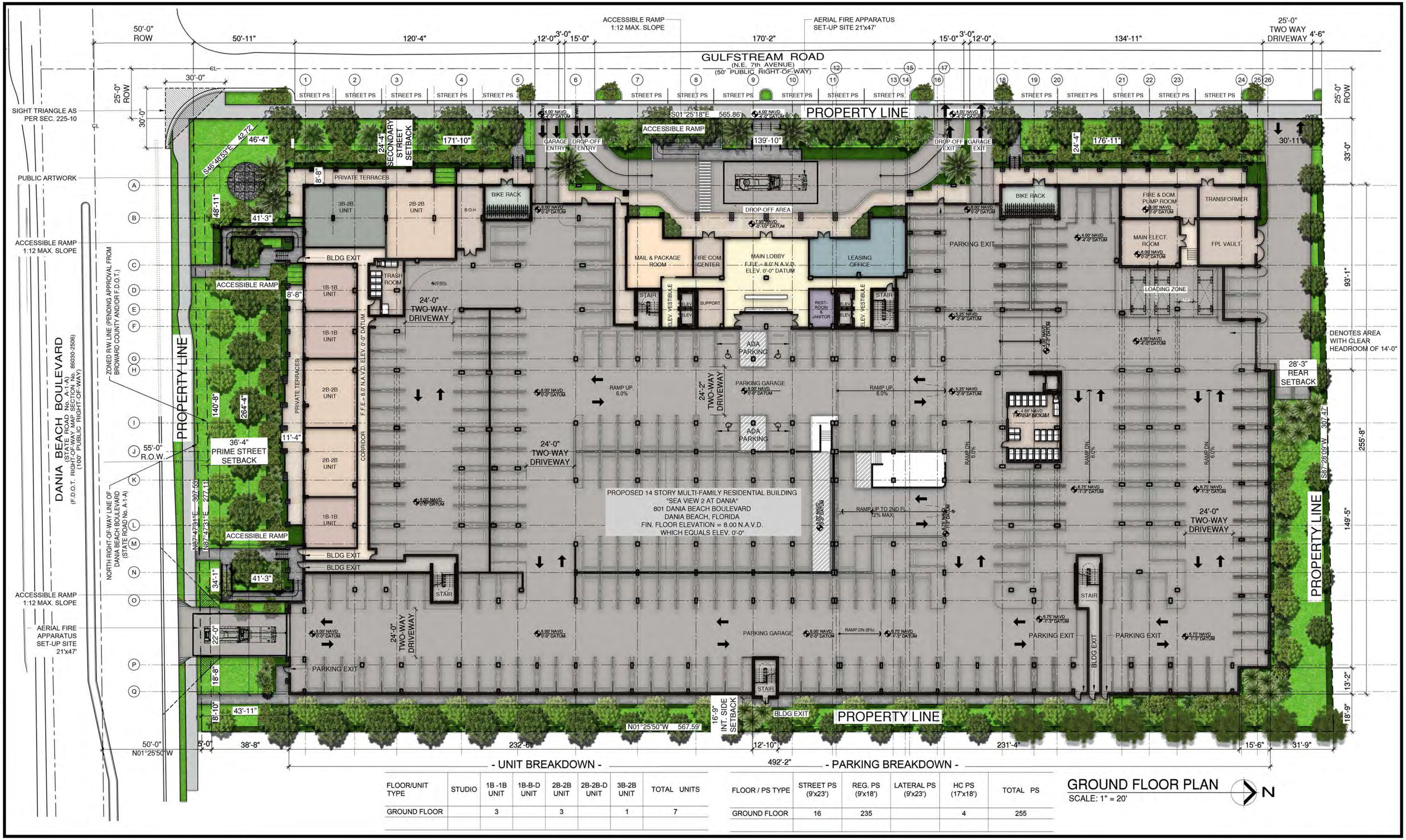
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STATE OF FLORIDA
CARMEN T DIAZ
AR 96290
REGISTERED ARCHITECT

SHEET No:

A-2.2



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B -1B UNIT	1B-B-D UNIT	2B-2B UNIT	2B-2B-D UNIT	3B-2B UNIT	TOTAL UNITS
GROUND FLOOR		3		3		1	7

- PARKING BREAKDOWN -

FLOOR / PS TYPE	STREET PS (9'x23')	REG. PS (9'x18')	LATERAL PS (9'x23')	HC PS (17'x18')	TOTAL PS
GROUND FLOOR	16	235		4	255

GROUND FLOOR PLAN

SCALE: 1" = 20'

N

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
DRAWING SCALE:	AS SHOWN

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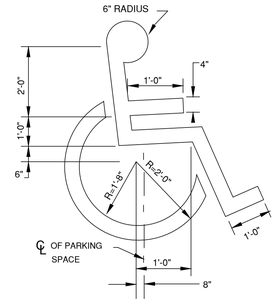
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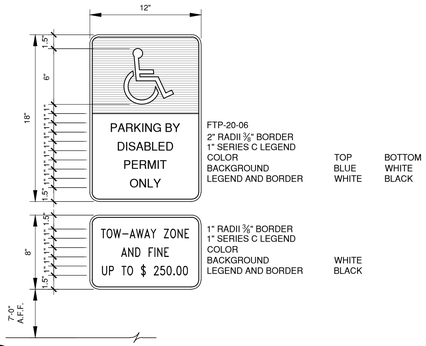
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A-2.1

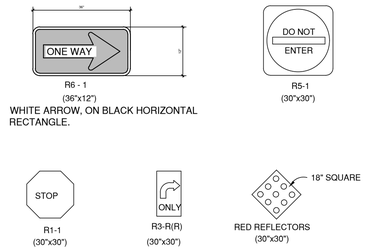


PAVEMENT LOGO PER FDOT INDEX No. 17346. SIZE 3 OR 5 FEET IN HEIGHT AND WHITE IN COLOR

1 A-1.3 **TYPICAL HANDICAP SYMBOL**
N.T.S.

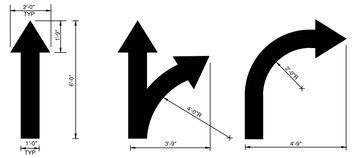


2 A-1.3 **HANDICAP SIGN DETAIL @ PARKING GARAGE**
N.T.S.



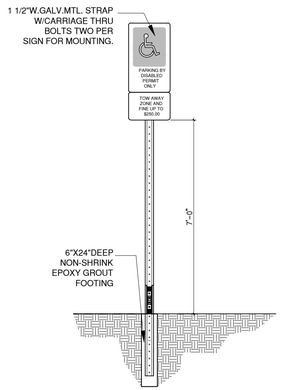
SIGNS AREA TO BE MOUNTED ON FLANGED POST PER CITY OF CORAL GABLES RECOMMENDATIONS

3 A-1.3 **TYPICAL TRAFFIC SIGNS**
N.T.S.

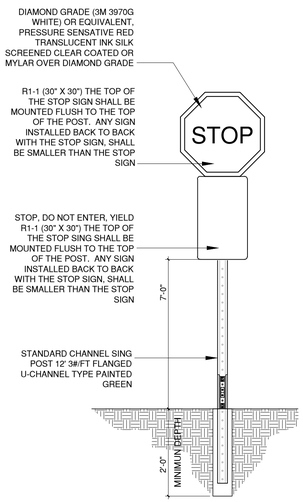


NOTES :
ALL PAVEMENT MARKING SHALL BE REFLECTORIZED THERMOPLASTIC, EXCEPT FOR PARKING STALL LINES WICH AREA PERMITTED TO BE FDOT APPROVED PAINT.
ALL REGULATORY SIGNS SHALL BE MADE OF HIGH INTENSITY REFLECTIVE MATERIALS (3M DIAMOND GRADE OR EQUIVALENT) AND SHALL CONFORM TO THE USDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.

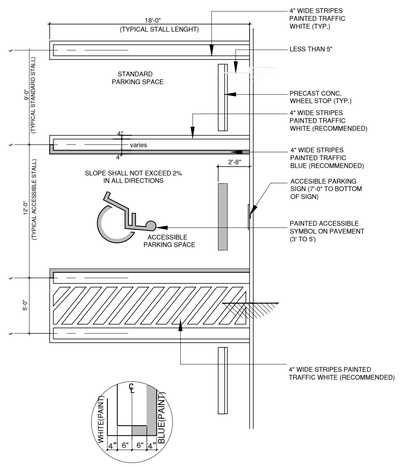
4 A-1.3 **TYPICAL DIRECTIONAL ARROWS DETAILS**
N.T.S.



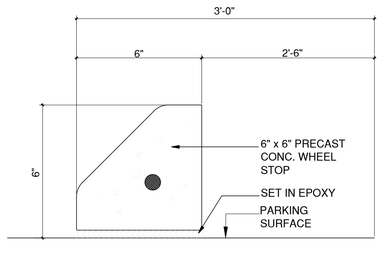
5 A-1.3 **HANDICAP PARKING SIGN**
N.T.S.



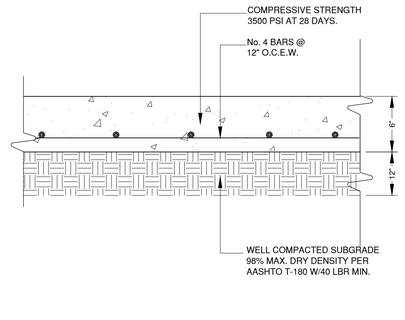
6 A-1.3 **TIPICAL STOP SIGN**
N.T.S.



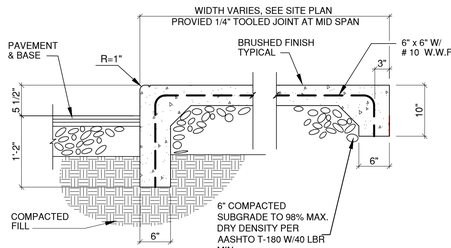
7 A-1.3 **TYPICAL PARKING STALLS**
N.T.S.



8 A-1.3 **PRECAST CONCRETE WHEELSTOP**
N.T.S.



9 A-1.3 **TYPICAL CONCRETE PAVEMENT DETAIL**
N.T.S.



NOTES :

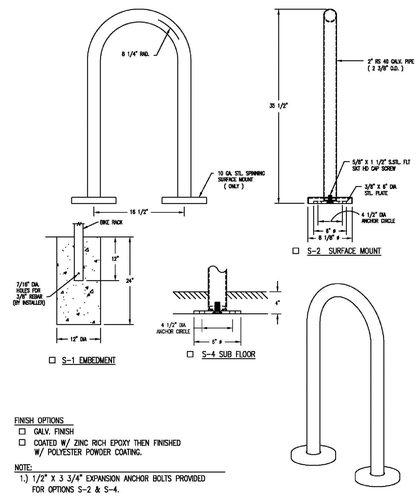
THICKENED EDGE NOT REQUIRED WHERE WALK ABUTTS STRUCTURE. (PROVIDE A 1/2" NON-EXTRUDING EXPANSION JOINT AGAINST STRUCTURE.

ALL CURBS TO HAVE 3/4" EXPANSION JOINTS AT MAXIMUM 100 FEET WITH DOWELS & CONTROL JOINTS AT MAX. 20 FEET.

10 A-1.3 **TYPICAL PERIMETER SIDEWALK**
N.T.S.



12 A-1.3 **ON STREET PARKING DETAIL**
N.T.S.



FINISH OPTIONS :
- ☐ GALV. FINISH
- ☐ COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

NOTE:
1.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR OPTIONS S-2 & S-4.

11 A-1.3 **BICYCLE RACK DETAIL**
MFGR DUMOR, INC OR APPROVED EQUAL - BIKE RACK 83
N.T.S.

		REV. #	DATE
PROJECT No.:		1	
DESIGNED BY:	O.M.	2	
DRAWN BY:	J.M.	3	
CHECKED BY:	O.M.	4	
ISSUE DATE:	10-22-2021	5	
DRAWING SCALE:	AS SHOWN	6	
		7	
		8	
		9	
		10	

- OCEAN VIEW AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

OCEAN VIEW AT DANIA
LUXURY RENTALS

J.MILTON & ASSOCIATES

CAYMARES MARTIN
Architectural & Engineering Design
AA 26001552 CA 27136
5001 SW 74th Ct, Ste 100
Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymartdesign.com

ARCH. CARMEN T. DIAZ
LIC # AR 96290
5001 S.W. 74th. COURT
SUITE 100
MIAMI , FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

STATE OF FLORIDA · CARMEN T DIAZ · AR 96290 · REGISTERED ARCHITECT

SHEET No:

A-1.3

landscape requirements - project laotion CRA-GTW-MU zoning

CODE REQUIREMENTS (INCLUDES MITIGATION TREES AND ONLY GROUND LEVEL VEGETATION)		KEY	REQUIRED	PROVIDED
275-90	PERIMETER BUFFER - VEHICULAR USE AREAS VUA FRONTAGE ON GULFSTREAM ROAD - 230'/30' = 8 trees VUA FRONTAGE / ADJOINING PROPERTY - 140'/40' = 4 trees	 V V1	 8 TREES 4 TREES	 8 TREES (8lj) 4 TREES (4sg)
275-100	INTERIOR LANDSCAPING - VEHICULAR USE AREAS All parking located within building envelope			
307-20 307-20	PERIMETER BUFFER - EAST DANIA BEACH BOULEVARD - 307'/40 = 11 trees GULFSTREAM ROAD - 560'/40 = 19 trees NORTH SIDE - 298'/30 = 10 trees (min. 5 setback required/min. 5' - max. 8'-3" provided) 298'/2 = 149 shrubs EAST SIDE - 562'/30 = 19 trees 562'/2 = 281 shrubs	 ST ST N E	 11 TREES 19 TREES 10 TREES 149 SHRUBS 19 TREES 281 SHRUBS	 11 TREES (9cs/1re/1existing tree 4329) 19 TREES (2pm/6qv/10re/1sg) 10 TREES (8sg/1ce/1existing tree 4330) 149 SHRUBS (149clu) 19 TREES (14ce/5qv) 281 SHRUBS (281clu)
275-140	NON VEHICULAR USE AREA 1 TREE / 10 SHRUBS / 2,000 S.F.	L	7 TREES 70 SHRUBS	84 TREES (5ce/3cs/19ic/24mf/2pm/8qv/10re/13sp) 70 SHRUBS (chr)
275-170	LANDSCAPE FOR SCREENING EAST DANIA BEACH BOULEVARD - 278' X 20% = 56'/2lf = 28 shrubs GULFSTREAM ROAD - 498' X 20% = 100'/lf = 50 shrubs		28 SHRUBS 50 SHRUBS	28+ SHRUBS (chr) 50+ SHRUBS (chr)
TREES - OVERALL SITE REQUIREMENTS (INCLUDES PALMS USED FOR STREET LANDSCAPING) SHRUBS - OVERALL SITE REQUIREMENTS @ 24" O.C.			66 TREES 560 SHRUBS	155 TREES ** 1,598 SHRUBS
270-190	MINIMUM TREE SIZE & SPACING SHADE TREE (40% MIN) - cat1 / 14' ht., 2" cal., 4' c.t. INTERMEDIATE TREE (30% MAX) - cat1 or 2 / 12' ht., 2" cal., 4' c.t. SMALL TREE (10% MAX) - cat1,2 or 3 / 10' ht., 4' spr., 1.5" cal., 3' c.t. PALM TREE (20% MAX) - min. 6' grey wood		26 TREES (min) 20 TREES (max) 7 TREES (max) 13 TREES (max) 66	42 TREES (14ce/16qv/10sg/2existing) 11 TREES (10cs/1ic) 0 TREES 13 TREES (2pm/11re) 66
	NATIVE & DIVERSE SPECIES TREES (50% REQ.) - 66 required trees x 50% = 33 trees SHRUBS (50% REQ.) - 1135 provided shrubs x 50% = 568 shrubs		33 TREES (min) 568 SHRUBS(min)	64 TREES (14ce/10/cs/1ic/16qv/10sg, 2 existing seagrape) 1,391 SHRUBS (14cap/228ces/504/chr 430clu/207pod)

** additional trees provided to be used against mitigation requirements, refer to sheet L-2.01

plant list

TREES & PALMS

KEY	QTY L-2.1	QTY L-2.1A	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	D.B.H.	C.T. / G.W.	O.C.	REMARKS	NATIVE
bs	x	3	Bursera simaruba / Gumbo Limbo	12'	6'	2.5"	6'		full head	Y
ce	19	x	Conocarpus erectus / Green Buttonwood	14'	6'	2"	5-6'		full head	Y
cl	x	25	Clusia rosea / Pitch Apple	12 - 14'	8 - 10'	2.5"	5-6'		full head	Y
cn	3	10	Cocos n. 'Green Malayan' / Green Malayan Coconut				2@12',3@16', 2@20' g.w.		heavy trunk	N
co	x	14	Conocarpus er. 'sericeus' / Silver Buttonwood	12 - 14'	8 - 10'	2.5"	5-6'		full head	Y
cs	12	x	Cordia sebestena - Orange Geiger	12'	4'	1.5"	5-6'		full head	Y
dc	x	3	Dypsis cabadae / Cabada Palm				6-8' g.w.		full head min. 5 stems	N
ic	19	x	Ilex cassine / Dahoon Holly	12'	6'	2"	5'		full head	Y
lj	8	x	Ligustrum japonicum - Japanese Privet	10'	8'	2"	4'		multi-trunk Florida fancy	N
mf	24	x	Myrcianthes fragrans / Simpsons Stopper	10'	6 - 8'	2.5"	4'		multi-trunk full head	Y
pm	4	x	Phoenix dactylifera 'Medjool' - Medjool Date Palm				16' to bottom of nut		matched specimen	N
qv	19	x	Quercus virginiana / Live Oak	16'	7 -8'	4"	6'		full head	Y
re	21	x	Roystonea elata / Royal Palm	30' o.a.			18' grey wood		matched full head	Y
sg	11	x	Simaruba glauca / Paradise Tree	14'	7 -8'	2.5"	5-6'		full head	Y
sp	13	x	Sabal palmetto / Cabbage Palm				14-22'			Y

94 trees/38 palms = 132

SHRUBS & GROUNDCOVERS

alc	x	12	Alacantarea imperialis - Imperial Bromeliad	48"	48"		full to base			N
ara	340	x	Arachis glabrata / Perennial Peanut	2-3"	10 -12"		full	12"	1 gal.	N
cap	229	x	Capparis cynophallophora - Jamaican Caper	30"	24"		full to base	24"	7 gal.	Y
ces	228	x	Conocarpus er. 'sericeus' - Silver Buttonwood	24"	24"		full to base	24"	3 gal.	Y
cha	6	x	Chamaerops humilis / European Fan Palm	48"	48"		full head			N
chr	504	x	Chrysobalanus ic. 'Red Tip' / Red Tip Cocoplum	30"	24"		full to base	24"	7 gal.	Y
clu	430	x	Clusia guttifera / Small Leaf Pitch Apple	36"	30"		full to base	30"	7 gal.	Y
cri	x	14	Crinum amabile - Queen Emma Crinum	18 - 20"	18 - 20"		full clump			N
ern	x	850	Ernodea littoralis - Golden Creeper	18 - 20"	18 - 20"		full to base	18"		Y
fgi	849	498	Ficus microcarpa ' Green Island' / Green Island Ficus	18"	18"		full to base	18"	3 gal.	N
mon	94	196	Monstera deliciosa / Ceriman	24"	24"		full to base	36"	3 gal.	N
muh	166	x	Muhlenbergia cappilaria / Muhly Grass	24"	24"		full clump	24"	3 gal.	Y
pen	x	335	Pennistetum setaceum - Green Fountain Grass	14-16"	12-14"		full clump	18"		N
pod	207	7	Podocarpus macrophyllus - Yew	42"	18-20"		full to base	18"		N
prc	x	44	Philodendron 'Rojo Congo' / Same	18 - 20"	18 - 20"		full to base	24"	3 gal.	N
rap	165	x	Rhapiolepis indica 'Alba' / White Indian Hawthorne	18"	18"		full to base	24"	3 gal.	N
rha	12	x	Rhapis excelsa - Lady Palm	48"	24"		full to base		15 gal.	N
sod	22,895	x	Stenotaphrum secundatum / St. Augustine Flor Tam						solid sod	N
sod1	1,672	x	Stenotaphrum secundatum / St. Augustine Flor Tam						solid sod in row	N
thr	x	43	Thrinax radiata - Florida Thatch Palm	22@48" 21@60"			full head		single trunk	Y
tra	x	640	Trachelospernum jasminoides - Confederate Jasmine	10-12"	30 - 36"		long runners	12"	3 gal.	N
tri	x	109	Tripsacum floridanum / Florida Gama Grass	30 - 36"	30 - 36"		full clump	24"	3 gal.	Y
zam	x	164	Zamia floridana / Coontie	20-22"	20-22"		full clump	24"	3 gal.	Y

1,598 shrubs/1,632 groundcover

			MISCELLANEOUS	
	100	x	Trees/Palms/ Shrubs/Groundcovers	c.y. 50:50 topsoil/sand mix - spread in place - ground level only
	100	x	Sodded Areas	c.y. 50:50 topsoil/sand mix - spread in place - ground level only

city of dania standard landscape plan notes

1. A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
2. All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
3. All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
4. A tree removal permit is required prior to removal or relocation of any tree or palm. Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
5. Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800-432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
6. Tree relocations:
   a. Existing trees to be relocated shall be root pruned a minimum of 120 days prior to relocation
   b. Minimum root ball sizes shall be in accordance with ANSI standards as follows:

Caliper	Minimum Root Ball Diameter
1	16
2	24
3	32
4	42
5	54
6	60
7	70
8	80
> 8	12 inches per inch of trunk diameter

   Transplanted trees with undersized root balls may be rejected by the City Arborist and replacement trees may be required.
   c. A temporary irrigation system shall be provided during and for the first 40 days after root pruning.
7. All planting must follow planting specifications and details shown on the plan.
8. Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.
9. All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.
10. All sizes shown for plant material are to be considered minimums.
11. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence
12. All new plant material shall be warranted by the landscape contractor for a minimum period of one year.
    The warrantee period shall begin after acceptance of the plants by the City Arborist.
13. All plant beds to be treated with pre-emergent herbicide prior to planting.
14. All tree and palm staking and support shall be removed one year after installation.
15. No fertilizer shall be applied to newly planted trees and palms.
16. All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.
17. Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.
18. All wire guys and/or fabric straps shall be flagged with florescent colored tape.
19. Mulching:
    a. All landscape areas not covered by sod shall be covered by a minimum 3-inch layer of mulch.
    b. A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.
    c. Cypress mulch shall not be used.
20. All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.
21. All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.

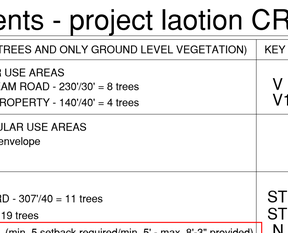
root barrier

Linear Application of DeepRoot Tree Root Barriers at Time of Installing Concrete Sidewalks and Curbs

TYPICAL SECTION OF CURB AND GUTTER WITH DEEPROOT TREE ROOT BARRIER INSET INTO CONCRETE.
BARRIER INSTALLED IN A TRENCH IN SUBGRADE WHICH IS THEN COMPACTED. BARRIER IS SET SO THAT TOP EDGE WILL BE 2" (5CM) BELOW FINISH GRADE OF CURB, AND SET FLUSH WITH EDGE OF CURB. BARRIER RIBS FACE TOWARD TREE ROOTS.

INSTALLATION SEQUENCE:

1. Prepare base and subgrade.
2. Trench to appropriate depth for installation of root barrier so that top of barrier is 2" (5cm) below finish grade of top of curb.
3. Place root barrier in trench, vertical ribs must face toward tree roots.
4. Backfill and compact to requirements.
5. Place form material against barrier (It may be nailed from the outside of the form)

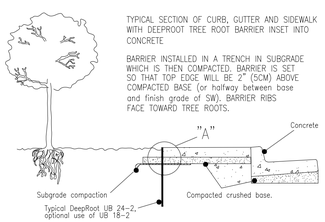


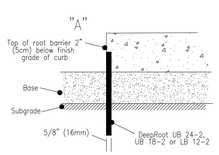
TYPICAL SECTION OF CURB, GUTTER AND SIDEWALK WITH DEEPROOT TREE ROOT BARRIER INSET INTO CONCRETE

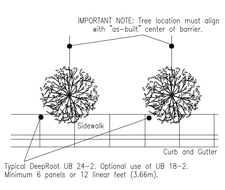
BARRIER INSTALLED IN A TRENCH IN SUBGRADE WHICH IS THEN COMPACTED. BARRIER IS SET SO THAT TOP EDGE WILL BE 2" (5CM) ABOVE COMPACTED BASE (or halfway between base and finish grade of SW). BARRIER RIBS FACE TOWARD TREE ROOTS.

INSTALLATION SEQUENCE:

1. Prepare base and subgrade
2. Trench to appropriate depth for installation of root barrier so that top of barrier is 2" (5cm) below finish grade of top of sidewalk (or halfway between top of compacted base and finish grade of SW). BARRIER RIBS FACE TOWARD TREE ROOTS.
3. Place root barrier in trench, vertical ribs must face toward tree roots.
4. Backfill and compact to requirements.
5. Place form material against barrier (It may be nailed from the outside of the form)

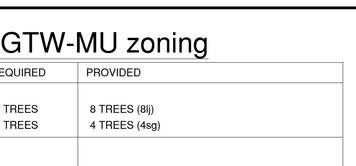




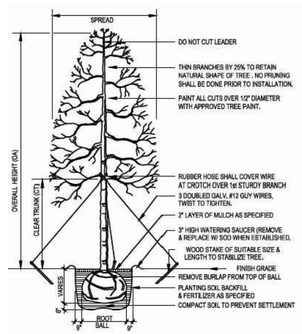


ROOT BARRIER TO BE INSTALLED ON ALLTREES AND PALMS LOCATED WITHIN 10' OF ANY SIDEWALK OR PARKING AREA AS PER MANUFACTURERS SPECIFICATIONS

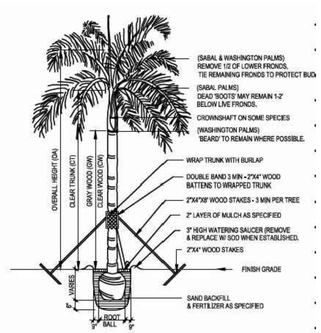
Dania Beach planting details



TYPICAL SHRUB PLANTING DETAIL



TYPICAL TREE PLANTING DETAIL



TYPICAL PALM PLANTING DETAIL

Note: Landscape Contractor is responsible for familiarizing themselves with required City planting details and installing the plant materials as outlined in these details.

general notes

1. 1 c.y. of planting soil / tree to be included. To be used in tree pits and all shrub and groundcover beds.
2. 1 c.y. of clean sand / palm tree to be included.
3. 3" depth of Black hybrid mulch around all trees, hedges, shrubs and groundcovers to be included.
4. Planting soil shall be composed of 30% muck or acceptable organic matter.
5. Irrigation system shall provide 100% coverage w/ 50% overlap and automatic rain gauge/moisture sensor.
6. Planting plan takes precedence over plant list.
7. Landscape Contractor is responsible for material take-off and bringing any discrepancies to the attention Landscape Architect.
8. No tree removal to take place without obtaining a tree removal permit.
9. Landscape Contractor responsible for obtaining landscape and irrigation permits.
10. Palms shown min. 5' plus frond length away from overhead power lines.
11. Canopy trees shown min. 50' away from overhead power lines.

1 L-2..2 PLANTING SPECIFICATIONS

		REV. #	DATE
PROJECT No.:		1	
DESIGNED BY:	EGS2	2	
DRAWN BY:	EGS2	3	
CHECKED BY:	EGS2	4	
ISSUE DATE:	12-22-2021	5	
DRAWING SCALE:	AS SHOWN	6	
		7	
		8	
		9	
		10	

- OCEAN VIEW AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

OCEAN VIEW AT DANIA
LUXURY RENTALS

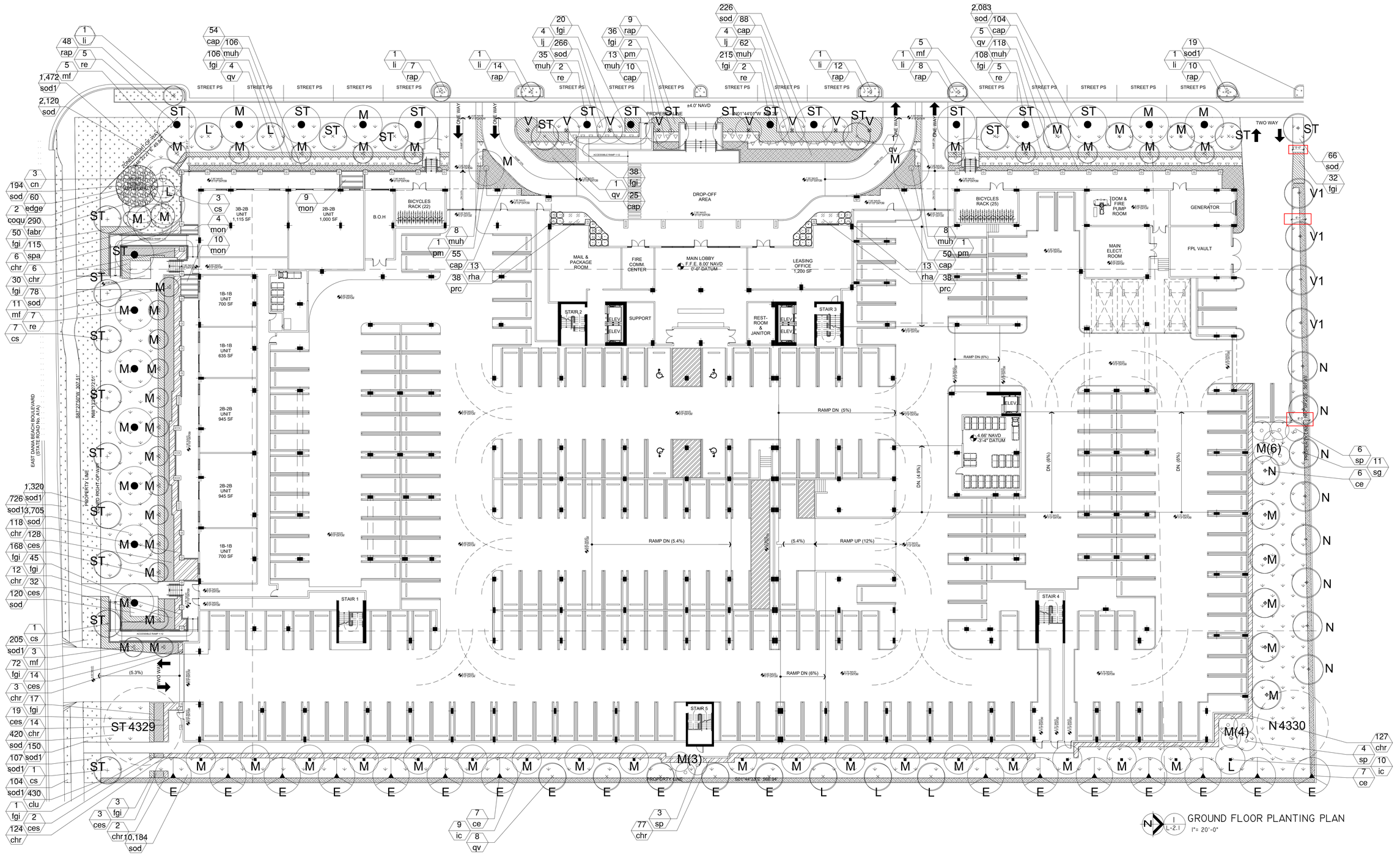
J.MILTON & ASSOCIATES

CAYMARES MARTIN
Architectural & Engineering Design
AA 26001552 CA 27136
5001 SW 74th Ct. Ste 100
Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymartdesign.com

EGS2 corp
landscape architecture
14121 s.w. 119 avenue miami florida 33186
(305) 274 2702 f (305) 274 2867 lic# 0000187

SHEET No:

L-2.2



		REV. #	DATE
PROJECT No.:		1	
DESIGNED BY:	EGS2	2	
DRAWN BY:	EGS2	3	
CHECKED BY:	EGS2	4	
ISSUE DATE:	12-22-2021	5	
DRAWING SCALE:	AS SHOWN	6	
		7	
		8	
		9	
		10	

- OCEAN VIEW AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

OCEAN VIEW AT DANIA
LUXURY RENTALS

J.MILTON & ASSOCIATES

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EGS2 corp
landscape architecture
14121 s.w. 119 avenue miami florida 33186
(305) 274 2702 f (305) 274 2867 ALA 0000187

SHEET No:

L-2.1


N
W
E
S
SP-035-13MOD2
SITE PLAN MODIFICATION
APPLICANT
801 E DANIA BEACH BLVD LLC
PROPERTY ADDRESS
801 E DANIA BEACH BLVD
ZONING DISTRICT
BEACH GATEWAY
MIXED-USE DISTRICT
(GTWY-MU)
Legend
SUBJECT PROPERTY
1000' DISTANCE BUFFER
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.
Feet
0 80 160 320 480 640
OS
ACCESS RD
NE 2ND PL
NE 6TH AVE
RS-8000
NE 3RD ST
GULFSTREAM RD
NE 2ND ST
RM
RM
RM-2
NE 6TH CT
PROPERTY SUBJECT OF APPLICATION
NE 1ST ST
RM-2
WEINERS MHP
WEINERS MHP
WEINERS MHP
GTWY-MU
E DANIA BEACH BLVD
GTWY-MU
C-2
RS-12000

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

November 12th, 2021

Clifford Loutan, P.E.
Sun-Tech Engineering, Inc.
4577 Nob Hill Road, Suite #102
Sunrise, Florida 33351

RE: City Place - Dania Beach, Florida
Location: NE corner of SW 1st Street and SW 3rd Avenue
Water and Sewer Availability Letter

Dear Mr. Loutan:

In reference to your site located on the NE corner of SW 1st Street and SW 3rd Avenue, please be advised that the City of Dania Beach has water and sewer availability to accommodate your proposed development based on the information provided below:

- Residential: 110 units @ 250 gpd / unit = 27,500 gpd.
- Commercial (categorized as office): 2,500 s.f. @ 0.2gpd/sf = 500 gpd
  Total Water and Sewer Demand = 28,000 gpd.

Should you require any additional information please feel free to call.

Sincerely,

D.A.Ozaydin

Dincer Ozaydin
Public Services Deputy Director
(954) 924-6808 ext. 3617

CD

CAYMARES MARTIN
Architectural & Engineering Design
www.caymartdesign.com Tel: (305) 669-5040
AA26001552 CA27136

February 7, 2022
Re: RESPONSE TO DRC ZONING COMMENTS
Project Name: SEAVIEW #2
Property Address: 801 E. Dania Beach Blvd. Dania Beach, Fl 33004

Dear Reviewer,

The forwarded letter has the response for the zoning comments of the subject project.
I have reviewed them, and all comments have been solved. Please find below the response to your comments.

Comment #13: On plans, call out the width of the parking spaces in the garage
Response:
Please see the sheet A-1.3 Site Plan Details.

Comment # 15. Per the Broward Trafficways plan, a ROW width of 110' is required along Dania Beach Blvd. The data table calls out a dedication, but it is not shown on the site plan. Add future property line on site plan.
Response:
Please, future Property Line (dedication) on Site Plan and all Floor Plans. See also setback correction on plans and Site Analysis.

Comment # 19. NEW COMMENT: On site plan, call out the distance between the first on street parking and A1A which shall be no less than 50' per the FDOT letter.
Response:
Please see dimension on sheets A-1.0 (Site Plan) and A-2.1 (Ground Floor Plan).

If you should need any further information, please feel free to contact our office.
Very truly yours

Lidia Pila
Caymares Martin
Architectural and Engineering Design, Inc.

801 EAST DANIA BEACH BLVD., LLC
3211 Ponce de Leon Boulevard, Suite 301
Coral Gables, FL 33134

Sea View 2 Property Staging Letter

Dear Corrine,

801 East Dania Beach Blvd., LLC will not be staging any material on the roads. All staging of materials shall take place onsite. In the case of utility connections, any erecting or disassembling of cranes / buck hoist or any work relating to sidewalk or road improvements shall require short-term closure of the road, which shall be effectuated pursuant to proper permitting.

Sincerely,

Joseph Milton Manager

JANUARY 6, 2022

SEA VIEW # 2
AT DANIA BEACH
TRAFFIC IMPACT STUDY

A&P ENGINEERS

ENGINEER'S CERTIFICATION

PROJECT: SEA VIEW # 2 AT DANIA BEACH - TRAFFIC IMPACT STUDY

LOCATION: 801 E. Dania Beach Boulevard, Dania Beach, FL 33004

Eric D. Lindstrom, State of Florida, Professional Engineer, License No. 72898.
This item has been digitally signed and sealed by Eric D. Lindstrom, P.E. on the date indicated here.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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1 INTRODUCTION

The purpose of this study is to conduct a traffic impact analysis for the development of “Sea View # 2 at Dania Beach” located at 801 E Dania Beach Boulevard, Dania Beach, Florida 33004. **Figure 1** depicts an aerial location map of the site.

1.1 Project Description

The project proposes a high-rise 14-story residential building (450 units) with a 1,200 square foot leasing office space. Access to the site will be gained through SR-A1A/E Dania Beach Boulevard and Gulfstream Road. A copy of the site plan is provided in **Appendix A**. The project is expected to be completed by the year 2025.

1.2 Traffic Impact Study Area

The project site is located on the northeast corner of SR-A1A/E Dania Beach Boulevard and Gulfstream Road. The area of influence, where most of the traffic entering and exiting the project site will be concentrated, is limited to the adjacent roads of Gulfstream Road and SR-A1A/ E Dania Beach Boulevard. The analysis network will consist of up to four intersections along SR-A1A/E Dania Beach Boulevard and include project driveways.

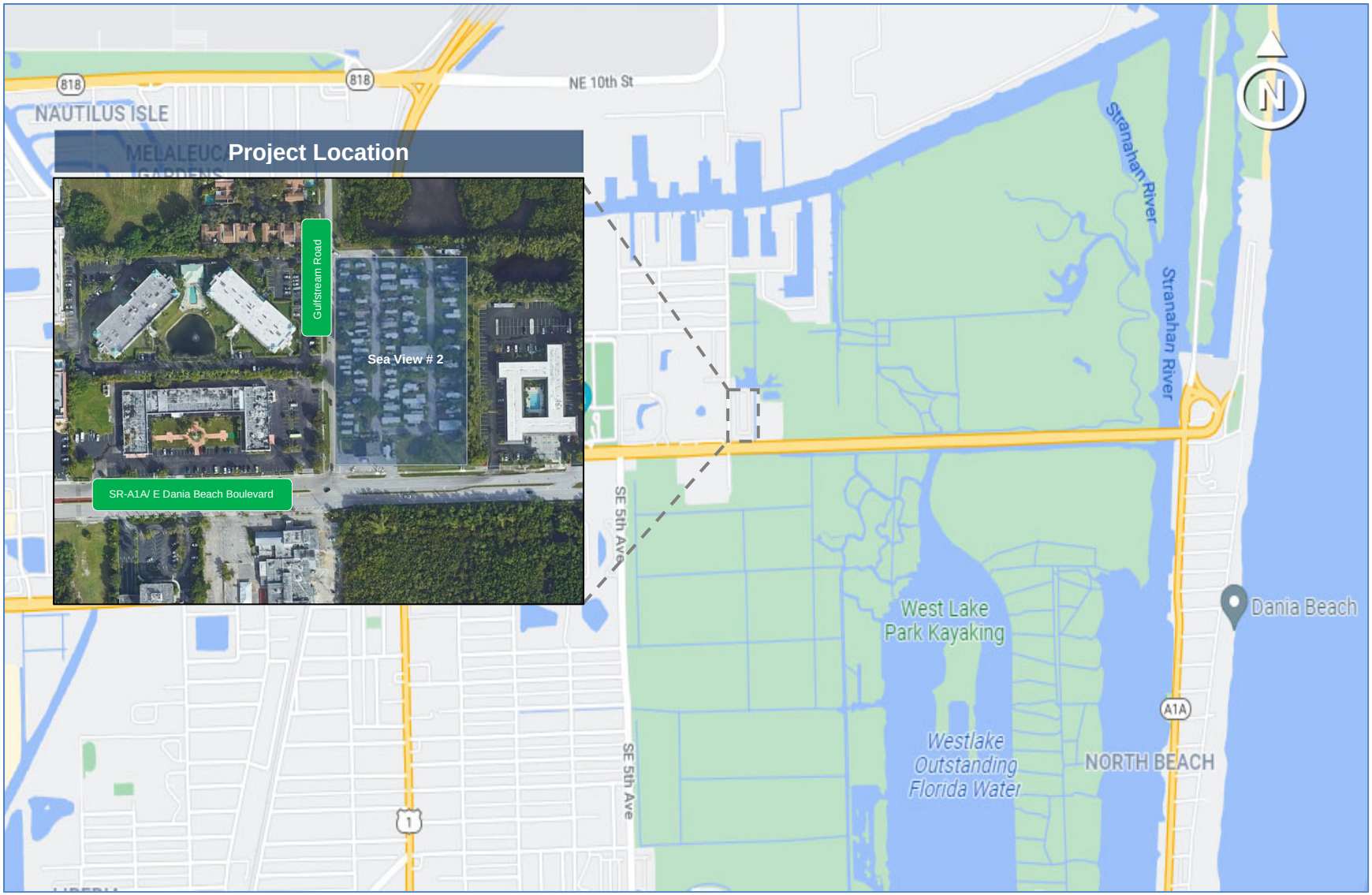


Figure 1. Location Map

2 SCOPE OF WORK

The scope of work for this study is in accordance with the approved traffic methodology by City of Dania Beach staff based on the methods outlined in the Transportation Impact Analysis for Site Development: An ITE Recommended Practice (RP-020D) published by the Institute of Transportation Engineers in 2010. **Appendix B** contains the approved traffic methodology and the email correspondence with City of Dania Beach staff. The scope of work includes the following tasks:

- Data Collection
  - 4-Hour Turning Movement Counts (TMCs) in a minimum of two 2-Hour consecutive periods that correspond to the AM and PM peak periods during three typical weekdays (Tuesday, Wednesday, and Thursday)
- Development of project specific trip generation rates and distribution of traffic along surrounding roadway network. Trip generation will be based on the ITE Trip Generation report, 10th Edition. Trip distribution will be undertaken using the project's Traffic Analysis Zone (TAZ). Committed developments in the vicinity of the project will also be included after consultation with the City of Dania Beach.
- Traffic analysis for existing conditions, build-out conditions with and without the project during the AM and PM peak traffic hours of a typical day. The analysis network will consist of four intersections in the immediate area as well as project driveways. Level of service analyses will be undertaken for the intersections and roadway links under the study. The analysis will be conducted using Synchro 11 software
- Field reviews of existing conditions and traffic operations during AM and PM peak traffic hours of a typical weekday at the same time as data collection.

3 EXISTING CONDITIONS & DATA COLLECTION

Within the study limits, SR-A1A/E Dania Beach Boulevard is a four to six-lane, east-west, divided Urban Minor Arterial with a posted speed limit of 40 to 30 MPH. Gulfstream Road is a two-lane, north-south, undivided local roadway with a posted speed of 30 MPH.

3.1 Four-Hour Turning Movement Counts (TMCs)

The 4-hour TMCs were collected on Tuesday, November 2nd, 2021, Wednesday, November 3rd, 2021, and Thursday, November 4th, 2021, during the AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak traffic periods at the following intersections:

1. SR-A1A/E Dania Beach Boulevard and Gulfstream Road
2. SR-A1A/E Dania Beach Boulevard and SE 5th Avenue
3. SR-A1A/E Dania Beach Boulevard and Fronton Boulevard
4. SR-A1A/E Dania Beach Boulevard and SR-5/US-1

The peak hours for the study intersections occurred between 8:00 AM to 9:00 AM on Wednesday and 4:00 PM to 5:00 PM on Tuesday. A Peak Season Conversion Factor (PSCF) of 1.14 obtained from the 2020 FDOT Florida Traffic Information Online was used to adjust the turning movement counts (TMCs) to produce peak season turning movement counts. The adjusted TMCs peak hours were utilized in the capacity analysis for the existing conditions as well as for future conditions with and without the project. The existing lane configuration and signalization at the study intersections are shown in **Figure 2**, and the existing peak hour turning movement volumes with PSCF applied to the study intersections are shown in **Figure 3**. The TMCs are provided in **Appendix C** and the PSCF report is provided in **Appendix D**.

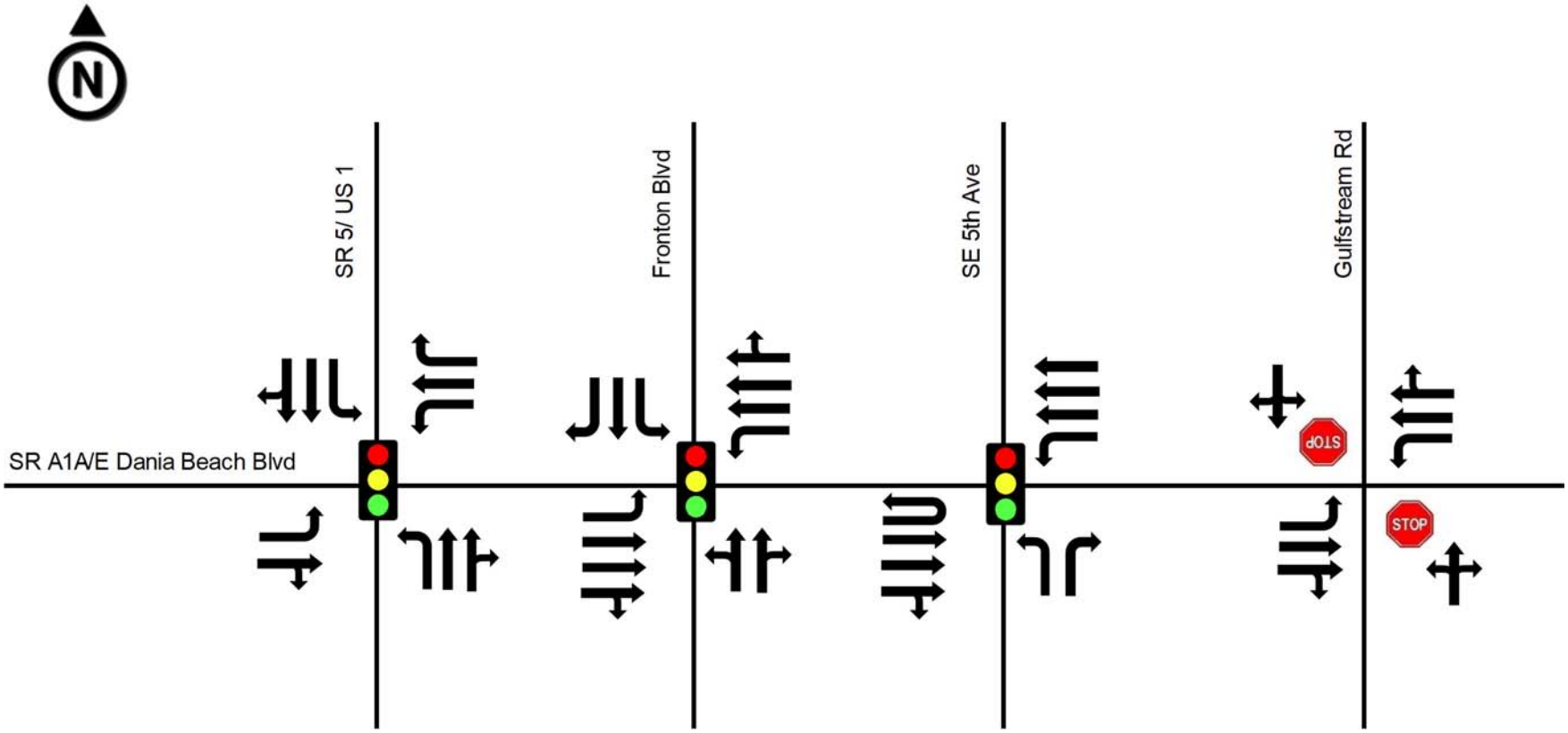


Figure 2. Existing Lane Configuration at Analyzed Intersections

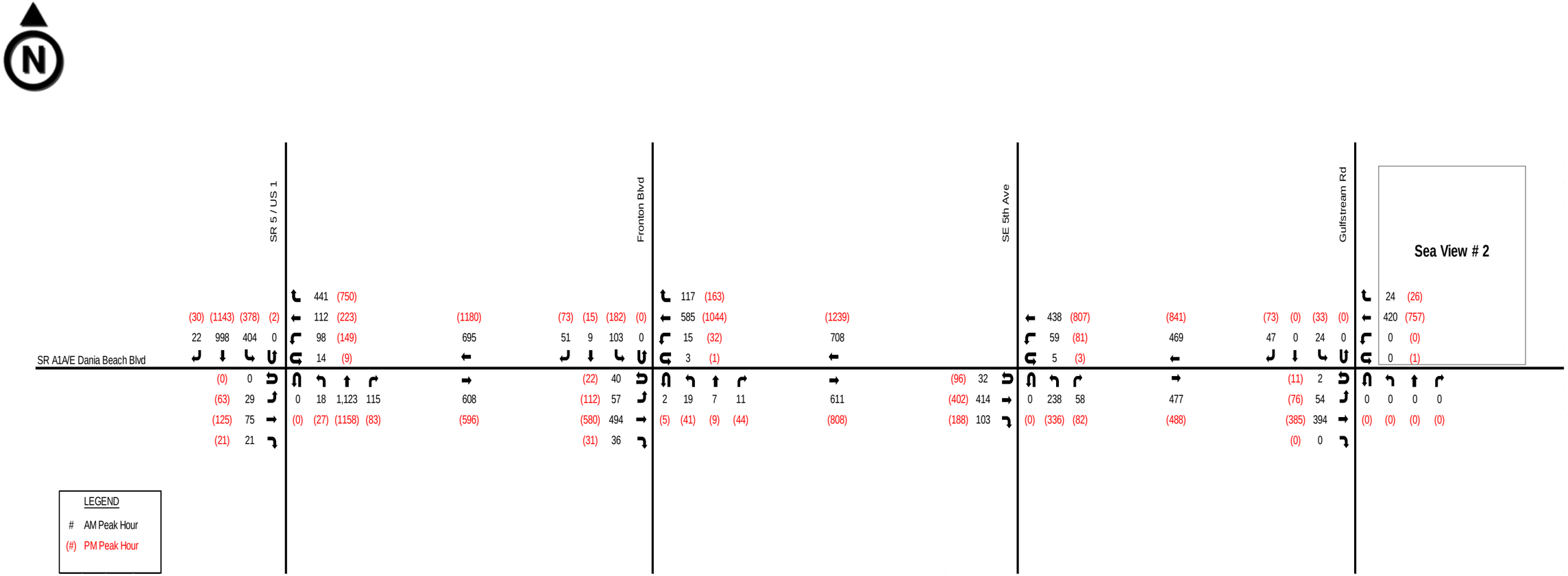


Figure 3. Existing Traffic Volumes – AM & (PM) Peak

3.2 Signalized Intersections Data

The traffic signal timing plan and phasing data for the three signalized study intersections were obtained from Broward County's Public Works Department Traffic Engineering Division. The three signalized study intersections operate actuated-coordinated with actuation provided via video detection. The intersections of SR-A1A/E Dania Beach Boulevard and Fronton Boulevard and SR-A1A/E Dania Beach Boulevard and SE 5th Avenue are coordinated with each other east-west in the east-west direction and the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 is coordinated with adjacent intersections north-south. The intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 operates under seven signal phases with protected/permissive left turns for the north,south and westbound approaches and permissive left turns for the easbound approach. The intersection of SR-A1A/E Dania Beach Boulevard and Fronton Boulevard operates under five signal phases with a protected/permissive left turn for the eastbound approach and permissive left turns for all other approaches. The intersection of SR-A1A/E Dania Beach Boulevard and SE 5th Avenue operates under five signal phases with protected/permissive left turns for westbound approach and and a protected U-turn phase for the eastbound approach. The signal timings sheets, Signal Operating Plan (SOP), Time of Day (TOD) schedule and signalization plan sketch for the signalized intersections are provided in **Appendix E**.

4 FIELD REVIEWS

Two field reviews were conducted on November 4th, 2021, one during the Morning (AM) peak period from 8:00 AM to 9:00 AM and the other during the Afternoon (PM) peak period from 4:00 PM to 5:00 PM to assess existing field conditions and traffic operations at the adjacent roadway links and intersections. The following is a summary of the field observations:

4.1 AM Peak Observations

- The signalized intersections of SR-A1A/E Dania Beach Boulevard and SE 5th Avenue, SR-A1A/E Dania Beach Boulevard and Fronton Boulevard, and SR-A1A/E Dania Beach Boulevard and SR-5/US-1 were observed to operate well
- No excessive delays or capacity issues were observed at all intersections
- All movements cleared within one cycle at all intersections except for the southbound left turns at the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1, which took two cycles to clear on occasions

- The stop-controlled intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road was also observed to operate well

4.2 PM Peak Observations

- The signalized intersections of SR-A1A/E Dania Beach Boulevard and SE 5th Avenue, SR-A1A/E Dania Beach Boulevard and Fronton Boulevard, and SR-A1A/E Dania Beach Boulevard and SR-5/US-1 were observed to operate well
- No excessive delays or capacity issues were observed at all intersections except for the southbound left turn at the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1; the southbound left turn queues extended to the intersection of SR-5/US-1 and NE 1st Street
- All movements cleared within one cycle at all intersections except for the southbound left turns at the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1, which took two cycles to clear consistently
- One crash near-miss was observed between a red-violating southbound left turning vehicle and a northbound through moving vehicle during this period at the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1
- The stop-controlled intersection at SR-A1A/E Dania Beach Boulevard and Gulfstream Road was also observed to operate well as in the AM period

5 EXISTING CONDITIONS ANALYSIS

Analysis of existing traffic conditions was performed for the AM and PM peak hour conditions on the roadway segments and intersections within the study area. The following sections document the results of both, the Corridor Level of Service Analysis, and Intersection Level of Service Analysis. **Appendix F** contains the Synchro and SimTraffic output sheets for the corridors and intersections capacity analyses.

5.1 Corridor Level of Service Analysis

The Level of Service (LOS) analysis was performed using the study area network modeled in Synchro 11. The peak hours directional traffic for the model were obtained from the adjusted PSCF turning movement counts. **Table 1** presents the results of the AM and PM peak hour segment conditions.

Table 1. Existing Arterial Capacity Analysis - AM and PM Peak

Segment	Direction	Arterial Class	AM Peak Speed**	AM Peak LOS	PM Peak Speed**	PM Peak LOS
SR-A1A/E Dania Beach Boulevard btw Gulfstream Road and SE 5th Avenue	*EB	III	34.0	-	34.0	-
	WB	II	26.0	B	21.0	C
SR-A1A/E Dania Beach Boulevard btw SE 5th Avenue and Fronton Boulevard	EB	III	21.0	D	22.0	D
	WB	II	22.0	D	9.0	E
SR-A1A/E Dania Beach Boulevard btw Fronton Boulevard and SR-5/US-1	EB	III	30.0	B	34.0	B
	WB	II	14.0	F	11.0	E

* EB Arterial Capacity east of SE 5th Ave towards Gulfstream Blvd was not recognized to be calculated for LOS by Synchro

**AM and PM peak Speed obtained from Simtraffic simulation of Synchro model

5.2 Intersection Level of Service Analysis

Intersection level of service were determined using Synchro 11 software (HCM 2000 methodology for signalized and HCM 2010 for un-signalized; HCM 2000 was used signalized intersections due to HCM 2010 not being able to analyze signalized intersections with U-turn movements) for the AM and PM peak periods conditions at the analyzed intersections. The adopted maximum LOS for intersections and roadways is LOS E.

Intersection performance is measured based on many variables, including signal cycle length and traffic volumes with respect to intersection capacity and resulting queues. Signalized intersection LOS is based on average control delay per vehicle (in seconds) during a specified time period (e.g., weekday AM peak hour).

Unsignalized intersection LOS is reduced into three intersection types: all-way stop, two-way stop, and roundabout control. In this study, only two-way stop-controlled intersections were analyzed. Two-way stop-controlled intersection LOS is defined in terms of the average control delay for each minor-street movement (or shared movement) as well as major-street left-turns. This approach is because major street through vehicles is assumed to experience zero delay, a weighted average of all movements results in very low overall average delay.

Capacity analyses were performed at the four study intersections. **Table 2** presents the results of the capacity analysis for the AM and PM peak hour periods at the four study intersections.

Table 2. Existing Intersection Capacity Analysis - AM and PM Peak

Intersection	Intersection Type	Direction	AM Peak LOS	AM Peak Delay (sec)	AM V/C*	PM Peak LOS	PM Peak Delay (sec)	PM V/C*
SR-A1A/E Dania Beach Boulevard and Gulfstream Road	U	NB	A	0.0	-	A	0.0	-
		SB-LT	B	14.4	0.17	D	29.3	0.44
SR-A1A/E Dania Beach Boulevard and SE 5th Avenue	S	EB	C	24.2	0.30	C	25.9	0.37
		WB	B	18.1	0.25	C	22.7	0.50
		NB	C	21.1	0.40	C	23.7	0.57
		Overall	C	21.3	0.34	C	24.0	0.52
SR-A1A/E Dania Beach Boulevard and Fronton Boulevard	S	EB	A	3.5	0.21	A	6.6	0.51
		WB	B	12.0	0.25	C	21.7	0.53
		NB	C	33.4	0.14	C	27.8	0.18
		SB	D	40.0	0.67	D	36.0	0.73
		Overall	B	12.1	0.32	B	18.8	0.59
SR-A1A/E Dania Beach Boulevard and SR-5/US-1	S	EB	E	72.4	0.60	D	53.9	0.40
		WB	E	70.2	0.86	F	82.9	1.05
		NB	D	46.6	0.87	F	124.1	1.14
		SB	D	35.1	0.97	D	50.8	1.03
		Overall	D	47.4	1.00	F	82.0	1.13

*Maximum V/C ratio of each approach

6 FUTURE TRAFFIC PROJECTIONS

The analysis of future traffic projections within the study area was performed for two scenarios:

1. Future No Build Conditions - without project traffic
2. Future Build Conditions - with project traffic

The purpose of the analysis is to isolate the impacts of the traffic associated with the project from traffic due to population growth and other proposed developments.

The following sections describe the process used to determine future roadway improvements planned by the City, County, and State agencies; the methodology used to estimate background traffic and trips associated with the proposed site.

6.1 Planned and Programmed Roadway Improvements

Programmed (funded and/or committed) transportation improvements within the traffic impact study area were collected using FDOT's Five Year Work program and the Broward Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). A resurfacing project along SR-A1A/E Dania Beach Boulevard from SR-5/US-1 to Gulfstream Road (FM No. 446198-1) by FDOT was found. The letting date for this project is 09/01/2023.

It is also noted that the adjacent project of Sea View # 1 includes a roadway configuration change that will add a southbound left turn lane at the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road and add a northbound left turn lane north of SR-A1A/E Dania Beach Boulevard along Gulfstream Road. These roadway configuration changes are included in both future Synchro models (with and without the project).

6.2 Future 2025 Background Traffic

Future background traffic for this study was developed by applying a yearly growth rate to the seasonally adjusted 2021 traffic counts to estimate the background traffic for the year 2025, which is the year that the project should be completed.

The growth rate calculations were based on historical traffic counts (up to 2020) obtained from FDOT Florida Traffic Online count stations in the vicinity of the study area. The following FDOT count stations were referenced for this analysis:

- Count Station No 860080, located on SR A1A/Dania Beach Boulevard, E of SR 5/US 1
- Count Station No 860136, located on SR A1A/Dania Beach Boulevard, W of ICWW Bridge C-41

The FDOT Traffic Trend Analysis tool was used to determine the historic growth rate in the area, following the Project Traffic Forecasting Handbook guidelines. Since negative growth rates were found in the analysis, a minimal 0.5% growth rate was used to provide for a conservative analysis. This growth rate was applied to the 2021 traffic counts to estimate the future background traffic volumes within the traffic impact area. A summary of the analysis is provided in **Table 3**. The historic growth rate data with historical traffic counts are provided in **Appendix G**.

Table 3. Growth Rate Analysis Summary

Station	5-Year Historical	8-Year Historical	10-Year Historical	Recommended Growth Rate	Recommended Growth Factor
860080	4.38%	-1.13%	-1.04%		
860136	-1.77%	-2.51%	-4.07%	0.50%	1.02
Average	1.31%	-1.82%	-2.56%		

6.3 Committed Development Traffic

The City of Dania Beach Planning and Zoning staff was contacted to determine if any committed developments, other than Sea View # 1, have been approved but not yet completed in the vicinity of the project site to account for their net new trips in the analysis. Based on the city's List of Development Projects provided, the following committed developments were identified:

- The Trion Mixed Use Development – 14 NE 1st Street
- Florida Park Residences Multi-Family Development – 560 E Dania Beach Boulevard
- Parco Mar/San Souci Multi-Family Development – 480 E Dania Beach Boulevard
- Hollywood Manor Commercial Development – 500 E Dania Beach Boulevard

The traffic study for each of these developments was also obtained from the City of Dania Beach. The List of Development Projects sheet and the net new project trip information from each development's traffic study is provided in **Appendix H**.

6.4 Future No Build Conditions Traffic Analysis

Total future no build conditions traffic counts including the applied growth rate and committed development trips are provided in **Appendix I**. It should be noted that the committed development trips make up from 0% to 42% of the total future no build conditions traffic per movement (excluding U-turns) for the intersections of SR-A1A/E Dania Beach Boulevard and SE 5th Avenue, SR-A1A/E Dania Beach Boulevard and Fronton Boulevard, and SR-A1A/E Dania Beach Boulevard and SR-5/US-1. At the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road, the committed development trips make up from 2% to 60% of the total future no build conditions traffic per movement (excluding U-turns) with the eastbound left, southbound

right and southbound left ranging from 33% to 42%, 60% to 32%, and 35% to 17% for the AM and PM peaks, respectively.

Two separate future no build conditions peak hour capacity analyses were performed.

- Corridor capacity analysis
- Intersection capacity analysis

Table 4 and **5** summarizes the results of the future no build conditions capacity analyses and **Figure 4** illustrates the future no build conditions volumes for the AM and PM peak hours. **Appendix J** contains the Synchro and Simtraffic output sheets.

Table 4. Future No Build Arterial Capacity Analysis - AM and PM Peak

Segment	Direction	Arterial Class	AM Peak Speed**	AM Peak LOS	PM Peak Speed**	PM Peak LOS
SR-A1A/E Dania Beach Boulevard btw Gulfstream Road and SE 5th Avenue	*EB	III	37.0	-	34.0	-
	WB	II	24.0	B	21.0	C
SR-A1A/E Dania Beach Boulevard btw SE 5th Avenue and Fronton Boulevard	EB	III	20.0	D	19.0	D
	WB	II	21.0	D	7.0	E
SR-A1A/E Dania Beach Boulevard btw Fronton Boulevard and SR-5/US-1	EB	III	30.0	B	31.0	C
	WB	II	14.0	F	10.0	E

* EB Arterial Capacity east of SE 5th Ave towards Gulfstream Blvd was not recognized to be calculated for LOS by Synchro

**AM and PM peak Speed obtained from Simtraffic simulation of Synchro model

Table 5. Future No Build Intersection Capacity Analysis - AM and PM Peak

Intersection	Intersection Type	Direction	AM Peak LOS	AM Peak Delay (sec)	AM V/C*	PM Peak LOS	PM Peak Delay (sec)	PM V/C*
SR-A1A/E Dania Beach Boulevard and Gulfstream Road	U	NB	A	0.0	-	A	0.0	-
		SB-LT	D	73.9	0.45	F	365.6	1.17
SR-A1A/E Dania Beach Boulevard and SE 5th Avenue	S	EB	C	25.0	0.36	C	26.7	0.52
		WB	C	21.4	0.38	C	24.7	0.59
		NB	C	21.2	0.42	C	23.6	0.58
		Overall	C	22.7	0.40	C	25.3	0.57
SR-A1A/E Dania Beach Boulevard and Fronton Boulevard	S	EB	A	3.7	0.28	A	7.4	0.58
		WB	B	14.2	0.33	C	23.3	0.60
		NB	C	33.3	0.14	C	27.6	0.18
		SB	D	40.3	0.68	D	36.1	0.74
		Overall	B	12.9	0.39	B	18.9	0.64
SR-A1A/E Dania Beach Boulevard and SR-5/US-1	S	EB	E	68.6	0.59	E	63.5	0.68
		WB	E	73.1	0.94	F	103.5	1.16
		NB	D	49.8	0.90	F	167.9	1.25
		SB	E	68.7	1.25	E	77.1	1.26
		Overall	E	63.3	1.24	F	110.7	1.30

* Maximum V/C ratio of each approach

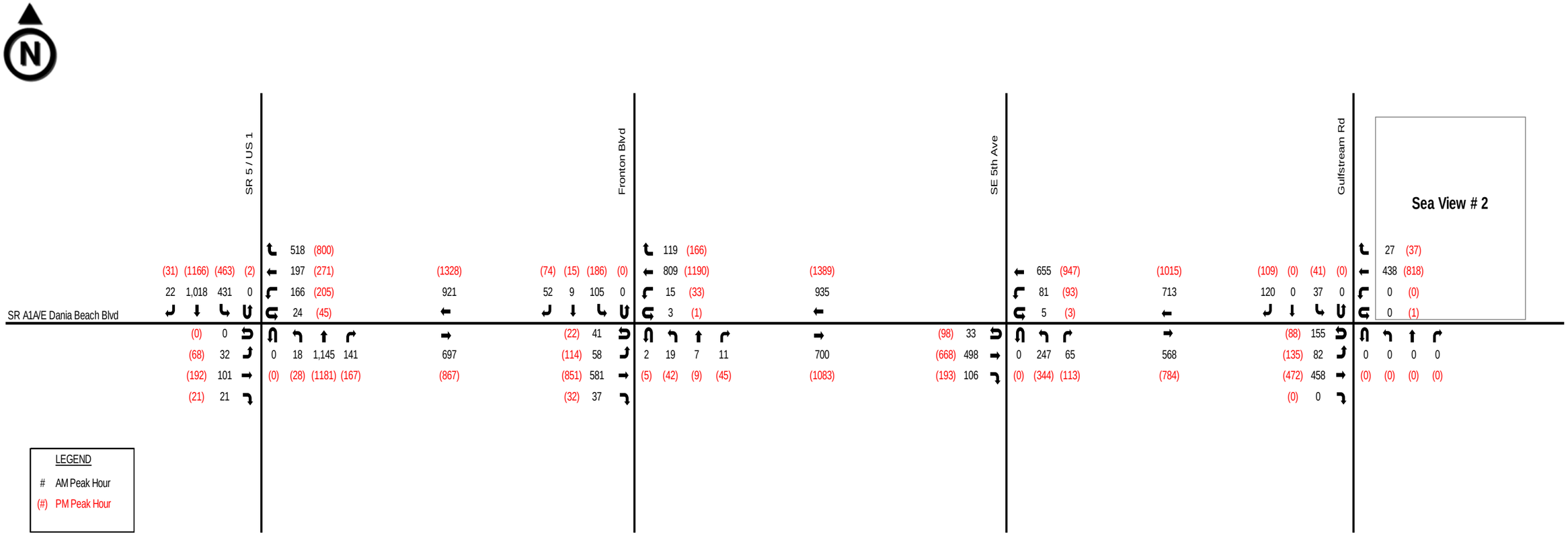


Figure 4. Future No Build Traffic Volumes – AM & (PM) Peak

6.5 Project Traffic

Project traffic was developed using trip generation rates from The Trip Generation Manual, 10th Edition, by the Institute of Transportation Engineers (ITE).

6.5.1 Trip Generation

The proposed project's trip generation was determined based on the ITE land use codes indicated as follows:

- ITE Land Use Code 222: Multifamily Housing (High-Rise)
- ITE Land Use Code 710: General Office Building

Due to the complementary nature of the proposed project's land uses, there are some trips that are expected among the on-site uses. The internal capture trips for the project were determined based upon methodology contained in the ITE Trip Generation Handbook, 3rd Edition. The AM and PM peak hour internal capture rate is expected to be 1%. **Table 6** shows the project trip generation and the applied internal capture percentages for the proposed development. Internal capture rate sheets are provided in **Appendix K**. It should be noted that the trip generation was calculated using the equations for each Land Use Code (LUC) during both the AM and PM peak periods.

6.5.2 Trip Distribution and Trip Assignment

The trip distribution was estimated based on daily traffic volumes from FDOT historical data and TMCs of the surrounding roadway network. A directional split of 80 percent (east) and 15 percent (west) was used to assign project traffic to SR-A1A/E Dania Beach Boulevard. Five percent (south) was used to assigned project traffic to Gulfstream Road. **Figures 5** and **6** shows the proposed trip distribution and traffic assignment on the roadway network for the proposed development. Project trip counts along with total future background traffic counts for each study intersection are provided in **Appendix L**. Project traffic would make up from 0% to 9% of the future total traffic per movement for the intersections of SR-A1A/E Dania Beach Boulevard and SR-5/US-1, SR-A1A/E Dania Beach Boulevard and Fronton Boulevard, and SR-A1A/E Dania Beach Boulevard and SE 5th Avenue during both peak periods. Project traffic would make up from 0% to 33% per movement at the intersection SR-A1A/E Dania Beach Boulevard and Gulfstream Road with the eastbound left, southbound right and left ranging from 33% to 32%, 17% to 13%, and 20% to 11% for the AM and PM peaks, respectively.

Table 6. Trip Generation

Weekday - Daily

Land Use Group	Land Uses	ITE Land Use Code	Unit	Total Units	Average Rate	Trips	Equation	Trips	Total Trips	Directional Distribution			
										Entering		Exiting	
Existing Land Use													
Residential	Mobile Home Park	240	ODU	50	6.49	325	Ln(T) = 0.65 Ln(X) + 3.53	434	434	50.0%	217	50.0%	217
			Total						**434**	**Entering**	**217**	**Exiting**	**217**
Proposed Land Uses													
Residential	Multifamily Housing (High-Rise)	222	DU	450	4.45	2,003	T = 3.94(X) +211.81	1,985	2,003	50.0%	1,001	50.0%	1,002
Office	General Office Building	710	ksf	1.200	9.74	12	Ln(T) = 0.97 Ln(X) + 2.50	15	15	50.0%	8	50.0%	7
			Total						**2,018**	**Entering**	**1,009**	**Exiting**	**1,009**

Weekday - AM Peak Hour

Land Use Group	Land Uses	ITE Land Use Code	Unit	Total Units	Average Rate	Trips	Equation	Trips	Total Trips	Internal Capture		Total Trips	Directional Distribution			
										%	Trips		Entering		Exiting	
Existing Land Use																
Residential	Mobile Home Park	240	ODU	50	0.41	21	T = 0.30(X) + 16.58	32	32	-	-	32	20.0%	6	80.0%	26
Proposed Land Uses																
Residential	Multifamily Housing (High-Rise)	222	DU	450	0.31	140	T = 0.28(X) + 12.86	139	140	1.0%	1	139	24.0%	33	76.0%	106
Office	General Office Building	710	ksf	1.20	1.16	1	T = 0.94(X) + 26.49	28	28	4.0%	1	27	86.0%	23	14.0%	4
			Total									**166**	**Entering**	**56**	**Exiting**	**110**

Weekday - PM Peak Hour

Land Use Group	Land Uses	ITE Land Use Code	Unit	Total Units	Average Rate	Trips	Equation	Trips	Total Trips	Internal Capture		Total Trips	Directional Distribution			
										%	Trips		Entering		Exiting	
Existing Land Use																
Residential	Mobile Home Park	240	ODU	50	0.59	30	T = 0.58(X) + 2.38	31	31	-	-	31	62.0%	19	38.0%	12
Proposed Land Uses																
Residential	Multifamily Housing (High-Rise)	222	DU	450	0.36	162	T = 0.34(X) + 8.56	162	162	1.0%	1	161	61.0%	98	39.0%	63
Office	General Office Building	710	ksf	1.20	1.15	1	Ln(T) = 0.95Ln(X) + 0.36	2	2	50.0%	1	1	16.0%	0	84.0%	1
			Total									**162**	**Entering**	**98**	**Exiting**	**64**

AM Peak Hour

Land Use Group	Land Uses	ITE Land Use Code	Unit	Total Trips	Directional Distribution	
					Entering	Exiting
Existing Land Use						
Residential	Mobile Home Park	240	ODU	32	6	26
Proposed Land Uses						
Residential	Multifamily Housing (High-Rise)	222	DU	166	56	110
Office	General Office Building	710	ksf			
DIFFERENCE				**134**	**50**	**84**

PM Peak Hour

Land Use Group	Land Uses	ITE Land Use Code	Unit	Total Trips	Directional Distribution	
					Entering	Exiting
Existing Uses						
Residential	Mobile Home Park	240	ODU	31	19	12
Proposed Uses						
Residential	Multifamily Housing (High-Rise)	222	DU	162	98	64
Office	General Office Building	710	ksf			
DIFFERENCE				**131**	**79**	**52**

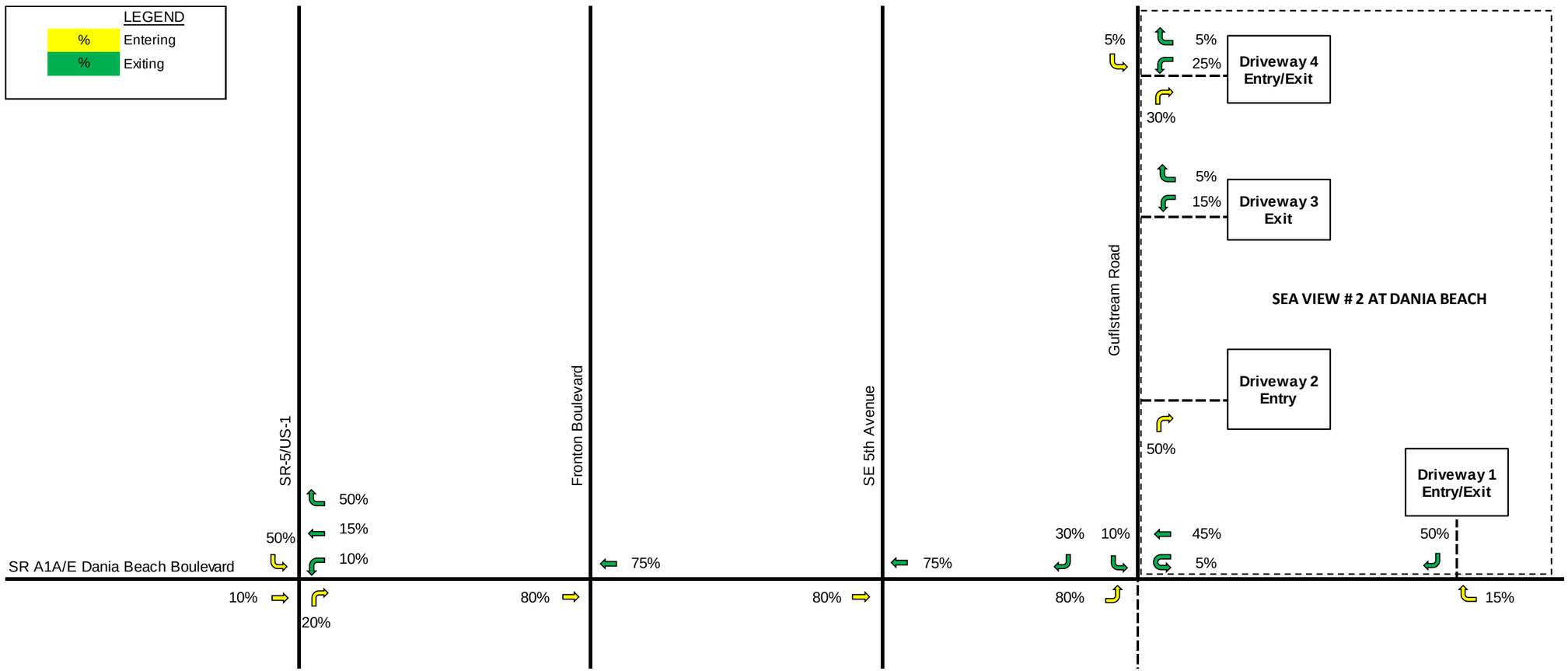


Figure 5. Project Traffic Distribution

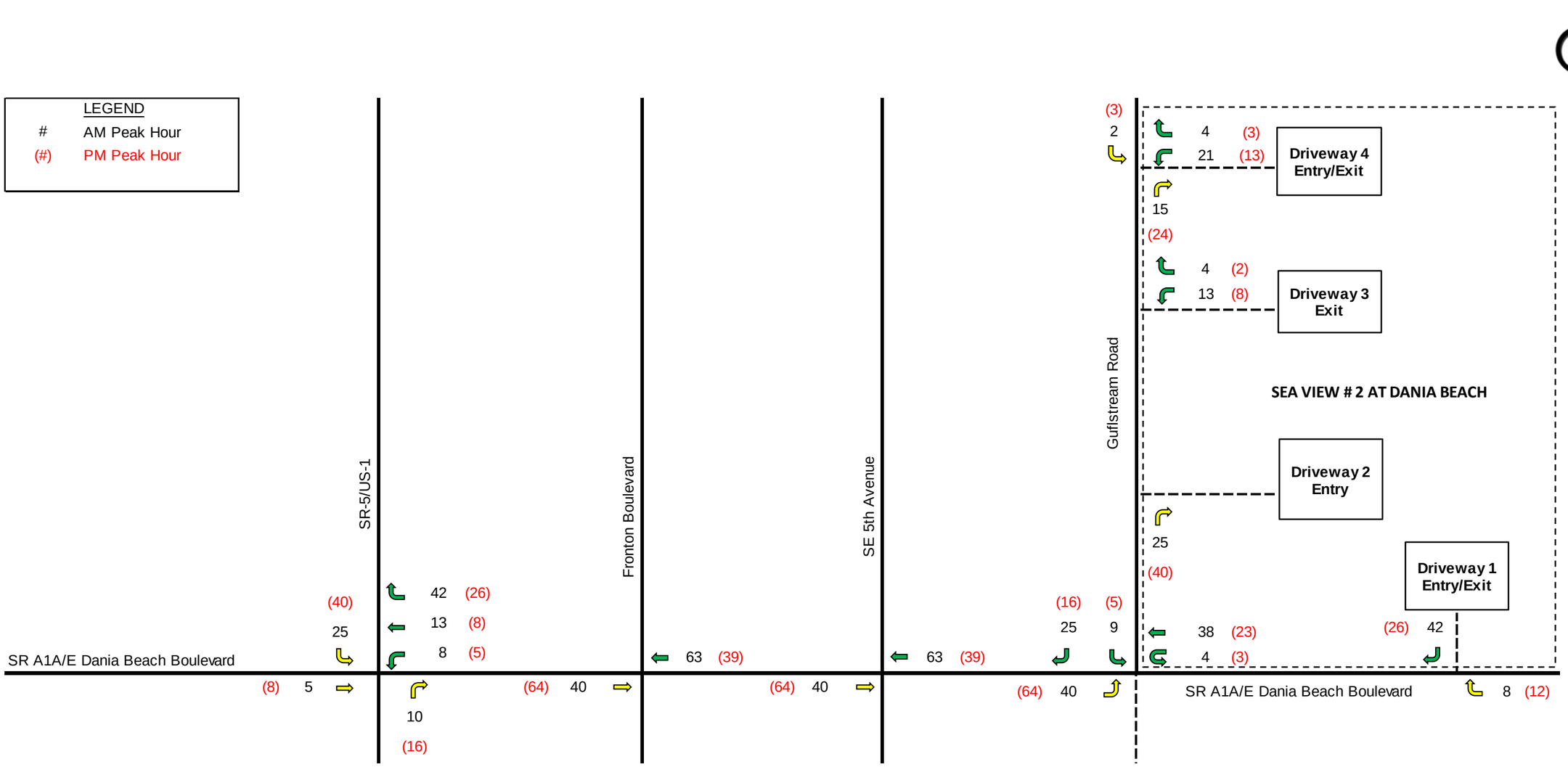


Figure 6. Project Traffic Assignment

6.6 Future Build Conditions Total Traffic Analysis

Two separate future build conditions peak hour capacity analyses were performed.

- Corridor level of service
- Intersection level of service analysis at the study intersections

Table 7 and **8** summarizes the results of the corridor capacity analysis and intersection capacity analysis for the future build conditions. **Figure 7** illustrates the future build conditions total traffic volumes (future background volumes, committed development volumes and project traffic volumes) for the AM and PM peak hours. **Appendix M** contains the Synchro and Simtraffic output sheets.

Table 7. Future Build Arterial Capacity Analysis - AM and PM Peak

Segment	Direction	Arterial Class	AM Peak Speed**	AM Peak LOS	PM Peak Speed**	PM Peak LOS
SR-A1A/E Dania Beach Boulevard btw Gulfstream Road and SE 5th Avenue	*EB	III	37.0	-	34.0	-
	WB	II	25.0	B	20.0	C
SR-A1A/E Dania Beach Boulevard btw SE 5th Avenue and Fronton Boulevard	EB	III	20.0	D	19.0	D
	WB	II	21.0	D	6.0	E
SR-A1A/E Dania Beach Boulevard btw Fronton Boulevard and SR-5/US-1	EB	III	30.0	B	30.0	C
	WB	II	13.0	F	10.0	E

* EB Arterial Capacity east of SE 5th Ave cannot be calculated by Synchro

**AM and PM peak Speed obtained from Simtraffic simulation of Synchro model

Table 8. Future Build Intersection Capacity Analysis - AM and PM Peak

Intersection	Intersection Type	Direction	AM Peak LOS	AM Peak Delay (sec)	AM V/C*	PM Peak LOS	PM Peak Delay (sec)	PM V/C*
SR-A1A/E Dania Beach Boulevard and Gulfstream Road	U	NB	A	0.0	-	A	0.0	-
		SB-LT	F	156.3	0.77	F	897.8	2.17
SR-A1A/E Dania Beach Boulevard and SE 5th Avenue	S	EB	C	25.2	0.39	C	27.0	0.57
		WB	C	21.7	0.41	C	25.1	0.62
		NB	C	21.2	0.42	C	23.6	0.58
		Overall	C	22.9	0.42	C	25.6	0.58
SR-A1A/E Dania Beach Boulevard and Fronton Boulevard	S	EB	A	3.7	0.30	A	7.6	0.59
		WB	B	14.7	0.36	C	23.7	0.62
		NB	C	33.3	0.14	C	27.6	0.18
		SB	D	40.3	0.68	D	36.1	0.74
		Overall	B	13.0	0.41	B	19.0	0.66
SR-A1A/E Dania Beach Boulevard and SR-5/US-1	S	EB	E	63.4	0.51	E	65.2	0.71
		WB	E	74.0	0.97	F	116.4	1.21
		NB	D	50.9	0.91	F	174.5	1.26
		SB	F	105.6	1.50	F	93.5	1.37
		Overall	E	77.8	1.42	F	122.1	1.39

*Maximum V/C ratio of each approach

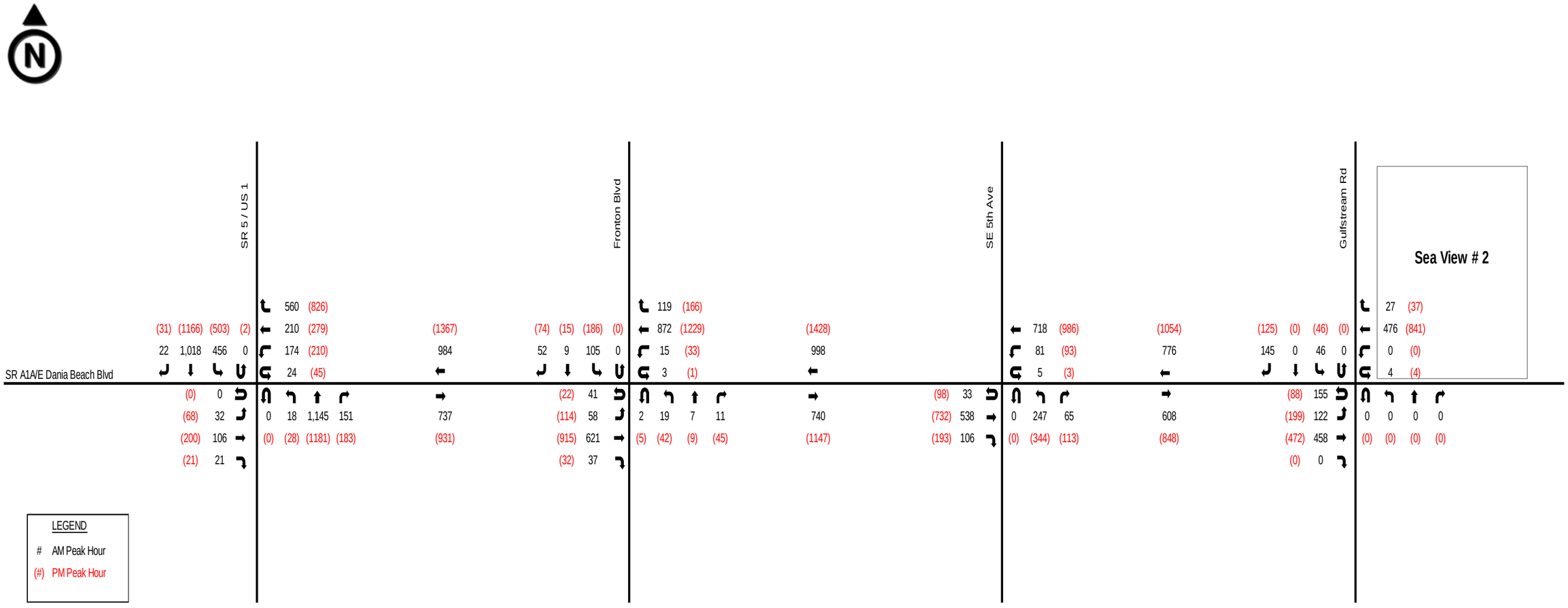


Figure 7. Future Build Total Traffic Volumes - AM & (PM) Peak

7 DRIVEWAY CONECTION ANALYSIS

The development will construct one (1) ingress/egress driveway connection along SR-A1A/E Dania Beach Boulevard and one (1) ingress/egress driveway connection along Gulfstream Road as well as one (1) ingress only and one (1) egress only driveway connection along Gulfstream Road. All driveways will be gated. **Figure 8** shows the driveway volumes.

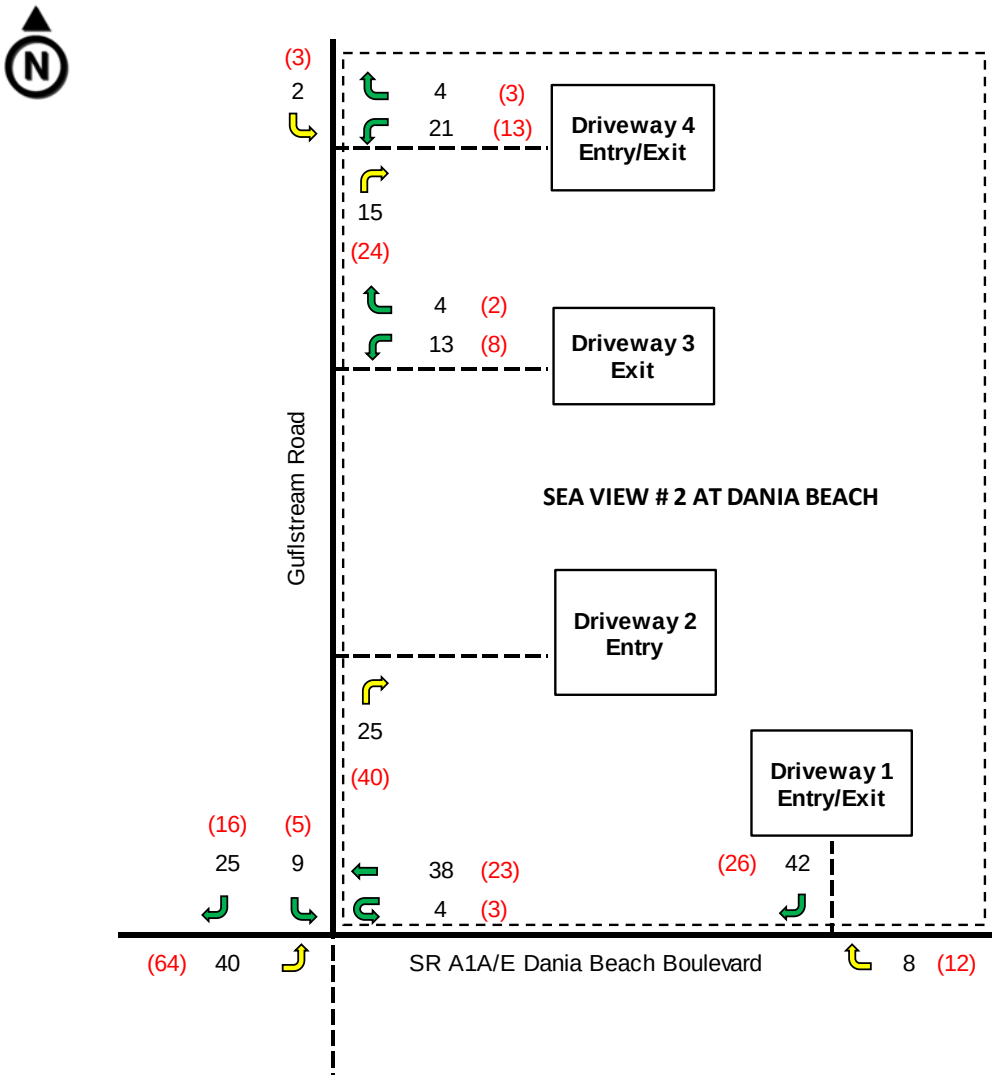


Figure 8. Driveway Volumes - AM & (PM) Peak

A LOS analysis was also conducted for all driveways to assess any impact the driveways may cause on SR-A1A/E Dania Beach Boulevard or Gulfstream Road. The LOS results for each driveway are showed in **Table 9**. Please note the LOS results for Driveway # 2 were not analyzed by Synchro since it was an entry only point and no significant delays are expected. The Synchro LOS output sheets for all driveways are provided in **Appendix N**.

Table 9. Future Build Driveway Capacity Analysis - AM and PM Peak

Driveway	Direction	AM Peak LOS	AM Peak Delay (sec)	PM Peak LOS	PM Peak Delay (sec)
Driveway # 1 Entry/Exit	SB	B	10.2	B	12.1
Driveway # 3 Exit	WB	A	9.6	A	9.9
Driveway # 4 Entry/Exit	WB	A	9.6	A	9.9

8 CONCLUSIONS

The purpose of this study is to conduct a Traffic Impact Analysis for the development of "Sea View # 2 at Dania Beach", located at 801 E. Dania Beach Boulevard, Dania Beach, Florida 33004. The development consists of a high-rise 14-story residential building (450 units) with a 1,200 square foot leasing office space expected to be built by the year 2025.

Committed development trips are expected to account for a significant percent of the future no build conditions volumes (without project traffic) at all study intersections, especially at the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road.

Trip generation calculations indicate that the project is expected to generate 134 new vehicular trips during the AM peak hour and 131 new vehicular trips during the PM peak hour.

Corridor segment capacity analyses and intersection capacity analyses were performed for existing conditions and for future conditions with and without project traffic. The existing and future LOS were estimated with the aid of Synchro 11 software.

The results of the roadway segment analysis showed that the proposed development will not have a significant impact on the adjacent corridor. All roadway segments operate at or above LOS "E". The westbound approach to the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 operates at a LOS "F" under the existing conditions during the AM peak.

The results of the intersection capacity analysis also showed that the proposed development will not a have significant impact on the adjacent intersections. **Table 10** shows a summary of the results of the intersection capacity analysis.

Table 10. Summary of Intersection Capacity Analysis Results - AM and PM Peak

Intersection	Direction	AM PEAK HOUR									PM PEAK HOUR								
		LOS			DELAY (SECONDS)			V/C (%)			LOS			DELAY (SECONDS)			V/C (%)		
		EXISTING	FUTURE NO BUILD	FUTURE BUILD	EXISTING	FUTURE NO BUILD	FUTURE BUILD	EXISTING	FUTURE NO BUILD	FUTURE BUILD	EXISTING	FUTURE NO BUILD	FUTURE BUILD	EXISTING	FUTURE NO BUILD	FUTURE BUILD	EXISTING	FUTURE NO BUILD	FUTURE BUILD
SR-A1A/E Dania Beach Boulevard and Gulfstream Road	NB	A	A	A	0	0	0	-	-	-	A	A	A	0	0	0	-	-	-
	SB-LT	B	D	**F**	14.4	73.9	**156.3**	0.17	0.45	0.77	D	**F**	**F**	29.3	**365.6**	**897.8**	0.44	**1.17**	**2.17**
SR-A1A/E Dania Beach Boulevard and SE 5th Avenue	EB	C	C	C	24.2	25	25.2	0.3	0.36	0.39	C	C	C	25.9	26.7	27	0.37	0.52	0.57
	WB	B	C	C	18.1	21.4	21.7	0.25	0.38	0.41	C	C	C	22.7	24.7	25.1	0.5	0.59	0.62
	NB	C	C	C	21.1	21.2	21.2	0.4	0.42	0.42	C	C	C	23.7	23.6	23.6	0.57	0.58	0.58
	Overall	C	C	C	21.3	22.7	22.9	0.34	0.4	0.42	C	C	C	24	25.3	25.6	0.52	0.57	0.58
SR-A1A/E Dania Beach Boulevard and Fronton Boulevard	EB	A	A	A	3.5	3.7	3.7	0.21	0.28	0.3	A	A	A	6.6	7.4	7.6	0.51	0.58	0.59
	WB	B	B	B	12	14.2	14.7	0.25	0.33	0.36	C	C	C	21.7	23.3	23.7	0.53	0.6	0.62
	NB	C	C	C	33.4	33.3	33.3	0.14	0.14	0.14	C	C	C	27.8	27.6	27.6	0.18	0.18	0.18
	SB	D	D	D	40	40.3	40.3	0.67	0.68	0.68	D	D	D	36	36.1	36.1	0.73	0.74	0.74
	Overall	B	B	B	12.1	12.9	13	0.32	0.39	0.41	B	B	B	18.8	18.9	19	0.59	0.64	0.66
SR-A1A/E Dania Beach Boulevard and SR-5/US-1	EB	E	E	E	72.4	68.6	63.4	0.6	0.59	0.51	D	E	E	53.9	63.5	65.2	0.4	0.68	0.71
	WB	E	E	E	70.2	73.1	74	0.86	0.94	0.97	**F**	**F**	**F**	82.9	**103.5**	**116.4**	**1.05**	**1.16**	**1.21**
	NB	D	D	D	46.6	49.8	50.9	0.87	0.9	0.91	**F**	**F**	**F**	**124.1**	**167.9**	**174.5**	**1.14**	**1.25**	**1.26**
	SB	D	E	**F**	35.1	68.7	**105.6**	0.97	**1.25**	**1.50**	D	E	**F**	50.8	77.1	93.5	**1.03**	**1.26**	**1.37**
	Overall	D	E	E	47.4	63.3	77.8	**1.00**	**1.24**	**1.42**	**F**	**F**	**F**	82	**110.7**	**122.1**	**1.13**	**1.30**	**1.39**

Based on the intersection capacity analysis results, it was noted that:

- All intersections operate at or above a LOS of “E” with and without project traffic except for the intersections of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 and SR-A1A/E Dania Beach Boulevard and Gulfstream Road,
- The intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 operates at a LOS F during the PM peak for the existing and future no build conditions before adding project traffic, and
- The intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road operates at a LOS F for the southbound left turn movement for the future no build conditions before adding project traffic

Significant delays (over 100 seconds) with capacity issues (over 1.0 V/C) are expected during the PM peak for the intersections of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 and SR-A1A/E Dania Beach Boulevard and Gulfstream Road before adding project traffic. It is probable that vehicles wanting to make a southbound left turn at the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road will not wait but will decide to make a right turn and then make a U-turn at the next existing median opening. This will likely begin to occur when the LOS at the intersection reaches “E”.

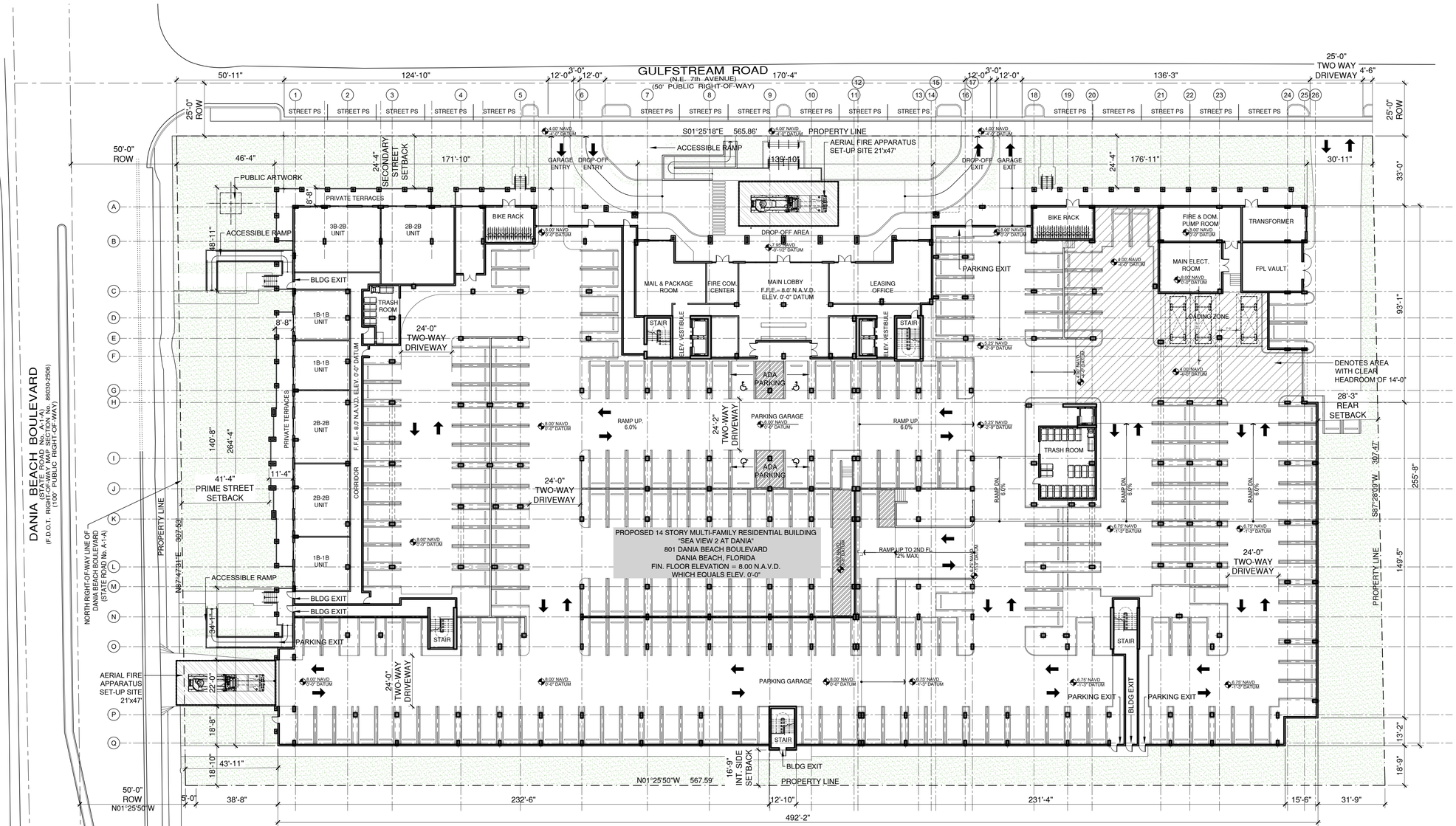
Based on the results of the intersection capacity analysis, the following mitigation strategies should be considered:

- Signal retiming at the intersection of SR-A1A/E Dania Beach Boulevard and SR-5/US-1 with regards to the north, south and west approaches, undertaken at regular intervals as many of these committed developments are completed and become occupied
- Reconfigure the median channelization and the lane configurations of the southbound approach of the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road to prevent the southbound left turns;

  Or
- Conduct a signal warrant analysis at the intersection of SR-A1A/E Dania Beach Boulevard and Gulfstream Road after development has been built if a full movement intersection is desired.

APPENDIX A

Site Plan





SITE PLAN
SCALE: 1" = 25'

N

KEY PLAN
N.T.S.

N

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST, LESS ROAD RIGHT-OF-WAY. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PROJECT No.:	
DESIGNED BY:	O.M.
DRAWN BY:	J.M.
CHECKED BY:	O.M.
ISSUE DATE:	10-22-2021
DRAWING SCALE:	AS SHOWN

REV. #	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

- SEA VIEW 2 AT DANIA -

801 E. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004

J.MILTON & ASSOCIATES

CAYMARES MARTIN
Architectural & Engineering Design
AA 26001552 CA 27136
5001 SW 74th Ct. Ste 100
Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
www.caymartdesign.com

ARCH. CARMEN T. DIAZ
LIC # AR 96290
5001 S.W. 74th. COURT
SUITE 100
MIAMI , FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

SHEET No:

A-1.0

APPENDIX B

Approved Traffic Methodology & Correspondence with City of Dania Beach

Javier Rodriguez

From: Lisa S. Bernstein, PE <lbernstein@capfla.com>
Sent: Monday, October 25, 2021 9:39 AM
To: Javier Rodriguez
Cc: Eric Lindstrom; Alexander Milz; Elio Espino; Greg Huxman; Diego Medina (4ddiego@gmail.com); clajoie@daniabeachfl.gov; ACarrie@daniabeachfl.gov
Subject: Re: Sea View # 2 Dania Beach - Traffic Study Methodology Approvals

Good Morning Javier,

Hope you had a nice weekend! The methodology, as revised, is acceptable for the project. If you have any questions, please let me know. Thank you! L.

From: Javier Rodriguez <JaRodriguez@APCTE.com>
Sent: Thursday, October 21, 2021 2:53 PM
To: Lisa S. Bernstein, PE <lbernstein@capfla.com>
Cc: Eric Lindstrom <ELindstrom@APCTE.com>; Alexander Milz <AMilz@APCTE.com>; Elio Espino <EEspino@APCTE.com>; Greg Huxman <ghuxman@j-milton.com>; Diego Medina (4ddiego@gmail.com) <4ddiego@gmail.com>; clajoie@daniabeachfl.gov <clajoie@daniabeachfl.gov>; ACarrie@daniabeachfl.gov <ACarrie@daniabeachfl.gov>
Subject: RE: Sea View # 2 Dania Beach - Traffic Study Methodology Approvals

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Hi Lisa,

As per our conversation and your comments below, please find attached our updated traffic methodology for the subject project.

Best regards,

Javier Rodriguez, IMSA II
Traffic Engineering Analyst
A&P Consulting Transportation Engineers
8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172
Tel: (305) 592-7283
Cel: (786) 543-4347
Fax: (305) 593-1594
jarodriguez@apcte.com

BUCKLE UP FLORIDA – THERE'S JUST TOO MUCH TO LOSE

FOLLOW US ON



From: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Sent: Thursday, October 21, 2021 10:46 AM
To: Greg Huxman <ghuxman@j-milton.com>
Cc: Carrie, Anne-Christine <ACarrie@daniabeachfl.gov>
Subject: FW: Sea View # 2 Dania Beach - Traffic Study Methodology Approvals

Please see the email below.
You may contact Lisa Bernstein for additional information.
Thank you.

Corinne Lajoie, AICP
Assistant Director | **City of Dania Beach**
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, Fl, 33004
Phone:954-924-6800 x3704

Web: daniabeachfl.gov | **App**:AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

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From: Lisa S. Bernstein, PE <lbernstein@capfla.com>
Sent: Thursday, October 21, 2021 9:05 AM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Carrie, Anne-Christine <ACarrie@daniabeachfl.gov>
Subject: Re: Sea View # 2 Dania Beach - Traffic Study Methodology Approvals

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Good Morning Corinne,

I left messages (office and cell) for Javier regarding the traffic methodology. My comments to him will be concerning the data collection locations. Four of the locations are at driveways that are either under construction, being removed or the traffic will be captured at SR A1A/E Dania Beach Blvd and Gulfstream Road. It is more important to document the traffic on SR A1A/E Dania Beach Blvd.

I will ask them to collect data at:

1. SR A1A/E Dania Beach Blvd and Gulfstream Road (included in methodology)
2. SR A1A/E Dania Beach Blvd and SE 5 Avenue (New)
3. SR A1A/E Dania Beach Blvd and Fronton Blvd (New)
4. SR A1A/E Dania Beach Blvd and US 1 (New)

If you have any questions, please let me know. Thank you! L.

From: Lisa S. Bernstein, PE <lbernstein@capfla.com>
Sent: Wednesday, October 20, 2021 4:58 PM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Carrie, Anne-Christine <ACarrie@daniabeachfl.gov>
Subject: Re: Sea View # 2 Dania Beach - Traffic Study Methodology Approvals

Hi Corinne,

Yes, I will call first thing tomorrow morning. I have some comments on the methodology after briefly looking at it. I am not available right now. Thank you! L.

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Sent: Wednesday, October 20, 2021 3:49:41 PM
To: Lisa S. Bernstein, PE <lbernstein@capfla.com>
Cc: Norena, Eleanor <enorena@daniabeachfl.gov>; Carrie, Anne-Christine <ACarrie@daniabeachfl.gov>
Subject: FW: Sea View # 2 Dania Beach - Traffic Study Methodology Approvals

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Good afternoon Lisa.
Can you please contact Javier, the attorney for this project, to answer any questions he may have regarding the traffic study? Please see below for his contact information.
Thank you.

Corinne Lajoie, AICP
Assistant Director | **City of Dania Beach**
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, Fl, 33004
Phone:954-924-6800 x3704

Web: daniabeachfl.gov | **App**:AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

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From: Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>
Sent: Wednesday, October 20, 2021 3:38 PM
To: Javier Rodriguez <JaRodriguez@APCTE.com>; Lajoie, Corinne <clajoie@daniabeachfl.gov>; Norena, Eleanor <enorena@daniabeachfl.gov>
Cc: Eric Lindstrom <ELindstrom@APCTE.com>; Elio Espino <EEspino@APCTE.com>; ghuxman@j-milton.com
Subject: RE: Sea View # 2 Dania Beach - Traffic Study Methodology Approval

Hello Javier,

I spoke to Corinne, and City's consultant traffic engineer will get back to you.

Thank you very much

Dincer Akin Ozaydin, P.E., G.C.
Public Services Deputy Director/City Engineer | **City of Dania Beach**
dozaydin@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL, 33004
Phone:954-924-6800 x3617

Web: daniabeachfl.gov | **App**:AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

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

From: Javier Rodriguez <JaRodriguez@APCTE.com>
Sent: Wednesday, October 20, 2021 3:36 PM
To: Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>
Cc: Eric Lindstrom <ELindstrom@APCTE.com>; Elio Espino <EEspino@APCTE.com>; ghuxman@j-milton.com
Subject: RE: Sea View # 2 Dania Beach - Traffic Study Methodology Approval

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Hi Dincer,

Hope this email finds you well.

Just wanted to follow up on the email below.

Thank you for your help.

Best regards,

Javier Rodriguez, IMSA II
Traffic Engineering Analyst
A&P Consulting Transportation Engineers
8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172
Tel: (305) 592-7283
Cel: (786) 543-4347
Fax: (305) 593-1594
jarodriguez@apcte.com

BUCKLE UP FLORIDA – THERE'S JUST TOO MUCH TO LOSE

FOLLOW US ON



From: Javier Rodriguez
Sent: Monday, October 18, 2021 1:42 PM
To: Ozaydin, Dincer A. <dozaydin@daniabeachfl.gov>
Cc: Eric Lindstrom <ELindstrom@APCTE.com>; Elio Espino <EEspino@APCTE.com>; ghuxman@j-milton.com
Subject: Sea View # 2 Dania Beach - Traffic Study Methodology Approval

Hi Dincer,

Hope this email finds you well.

We are in the process of conducting a traffic study at the subject location. Per our review of the city's code of ordinances with regards to traffic studies, we saw that the traffic methodology of the traffic study needs to be approved by the city prior to the commencement of the study.

Please find attached our traffic methodology memorandum for your review and our proposed development's ground floor plan for your reference.

Please let us know if you have any questions or need additional information on any of the attached items.

Thank you for your help.

Best regards,

Javier Rodriguez, IMSA II
Traffic Engineering Analyst
A&P Consulting Transportation Engineers
8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172
Tel: (305) 592-7283
Cel: (786) 543-4347
Fax: (305) 593-1594
jarodriguez@apcte.com

BUCKLE UP FLORIDA – THERE'S JUST TOO MUCH TO LOSE

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A&P ENGINEERS
8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172

October 21st, 2021

Lisa S. Bernstein
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Subject: Traffic Analysis Methodology
801 E. Dania Beach
Sea View # 2 at Dania Beach

Dear Ms. Bernstein,

A&P Consulting Transportation Engineers, Corp. (APCTE) was retained to prepare a traffic impact analysis for the 801 E. Dania Beach proposed development located on the northeast corner of SR A1A/E Dania Beach Boulevard and Gulfstream Road in Dania Beach, Florida. The development will comprise of a high-rise, 14-story residential building of 450 units with a 1,200 square-foot leasing office space.

This letter is intended to present the traffic analysis methodology for the proposed development. The methodology for the proposed development is similar to the methodology from a comparative traffic study of another approved and under construction development adjacent to the proposed development on the west side of Gulfstream Road (Sea View #1). **Figure 1** below shows an aerial of the site location including the adjacent development under construction.

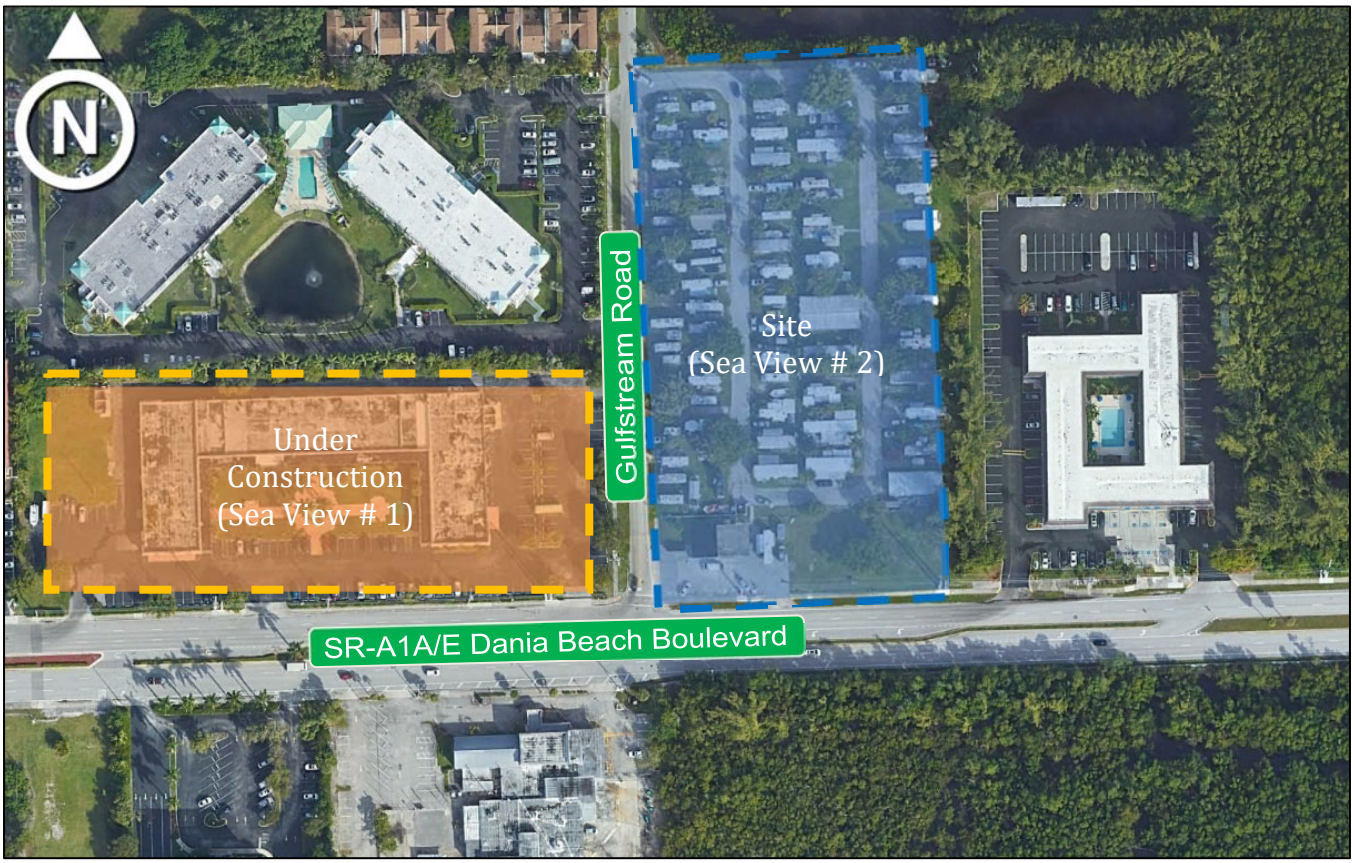


Figure 1. Aerial of Site Location

The site is currently occupied by Weiner's Mobile Home Park. A site plan application (SP-35-13-MOD2) has been submitted to the city.

Trip Generation & Distribution

Trip generation information and analyses will be based on the ITE Trip Generation report, 10th Edition including project driveways. Trip distribution will be prepared using the project's Traffic Analysis Zone (TAZ) including project driveways based on anticipated site traffic arrival and departure patterns using a conservative approach (worst case scenarios between cases). Any committed developments in the vicinity of the project will also be included as part of the trip generation and distribution after consultation with the City of Dania Beach.

Data Collection

APCTE will collect 4-Hour Turning Movement Counts (TMCs) from 7-9 AM and 4-6 PM peaks during typical weekdays (Tuesday, Wednesday, and Thursday) at the following locations:

1. SR-A1A/E Dania Beach Boulevard and Gulfstream Road
2. SR-A1A/E Dania Beach Boulevard and SE 5th Avenue
3. SR-A1A/E Dania Beach Boulevard and Fronton Boulevard
4. SR-A1A/E Dania Beach Boulevard and SR-5/US-1

Figure 2 below shows an aerial map of the TMC locations:



Figure 2. Aerial of TMC locations

The TMCs will be adjusted to reflect peak season traffic volumes by applying a peak seasonal conversion factor obtained from the 2020 FDOT Florida Traffic Information Online.

Future Traffic

APCTE will develop future traffic volumes by applying a compound growth rate to the collected traffic data. The growth rate will be based on a FDOT historical data from a traffic count station near the project.

A&P ENGINEERS
8935 N.W. 35th Lane, Suite 200
Doral, Florida 33172

A one-half percent annual growth rate will be used if a negative growth rate is determined. Project Traffic Forecasting Handbook guidelines will be followed.

Traffic Analysis

Level of Service (LOS) analysis will be conducted for the intersection and roadway links under the study, as well as the project driveways. The latest Highway Capacity Manual methodologies will be used when possible and the analysis will be conducted using Synchro/Simtraffic 11.0 software. Existing conditions, future conditions with committed development, and future conditions with project and committed developments for the AM and PM peaks will be analyzed for the study area. An additional scenario will be run for the AM and PM peak periods for testing mitigation strategies, if necessary.

Report

The study methodology, analysis and findings will be summarized in a report that will be signed and sealed by a Florida registered professional engineer. The report will include exhibits and graphics summarizing the data used and analyses.

Please do not hesitate to contact me should you have any questions or need additional clarification.

Kind Regards,
Elio Espino, PhD, P.E., Project Manager

APPENDIX C

Vehicular Traffic Counts

A & P Consulting Transportation
10305 Nw 41St St., Suite 115

Miami, Florida, United States 33178
(305)592-7283 edsanchez@apcte.com

Count Name: Dania beach blvd at Gulfstream RD
Site Code:
Start Date: 11/02/2021

Turning Movement Data

Start Time	Southbound St. Southbound					Westbound St. Westbound					Eastbound St. Eastbound					
	Right	Left	U-Turn	Peds	App. Total	Right	Thru	U-Turn	Peds	App. Total	Thru	Left	U-Turn	Peds	App. Total	Int. Total
7:00 AM	6	1	0	1	7	3	52	0	0	55	60	3	1	0	64	126
7:15 AM	11	6	0	1	17	2	67	1	0	70	59	15	2	0	76	163
7:30 AM	11	7	0	1	18	1	81	0	0	82	60	8	0	0	68	168
7:45 AM	12	5	0	1	17	8	84	0	0	92	84	20	1	0	105	214
Hourly Total	40	19	0	4	59	14	284	1	0	299	263	46	4	0	313	671
8:00 AM	9	4	0	0	13	2	74	0	0	76	69	8	0	0	77	166
8:15 AM	13	4	0	2	17	4	79	0	0	83	80	18	7	0	105	205
8:30 AM	13	4	0	0	17	3	60	0	0	63	68	10	6	0	84	164
8:45 AM	8	6	0	2	14	3	67	0	2	70	91	10	3	0	104	188
Hourly Total	43	18	0	4	61	12	280	0	2	292	308	46	16	0	370	723
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	15	6	0	2	21	9	155	0	0	164	83	21	2	0	106	291
4:15 PM	18	15	0	3	33	6	160	0	1	166	82	16	0	1	98	297
4:30 PM	17	4	0	0	21	4	173	1	0	178	74	19	4	0	97	296
4:45 PM	14	4	0	0	18	4	176	0	0	180	99	11	4	0	114	312
Hourly Total	64	29	0	5	93	23	664	1	1	688	338	67	10	1	415	1196
5:00 PM	25	8	0	0	33	7	156	0	0	163	87	19	2	0	108	304
5:15 PM	10	8	0	4	18	5	139	0	1	144	101	15	5	0	121	283
5:30 PM	11	14	0	3	25	1	126	0	2	127	113	15	0	0	128	280
5:45 PM	8	13	0	1	21	6	111	0	1	117	95	14	2	0	111	249
Hourly Total	54	43	0	8	97	19	532	0	4	551	396	63	9	0	468	1116
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7:00 AM	9	6	0	0	15	2	60	0	0	62	60	7	1	0	68	145
7:15 AM	11	8	0	2	19	1	58	0	0	59	89	15	0	0	104	182
7:30 AM	7	3	0	1	10	1	80	0	0	81	66	16	0	0	82	173
7:45 AM	5	7	0	1	12	7	107	0	0	114	81	21	0	0	102	228
Hourly Total	32	24	0	4	56	11	305	0	0	316	296	59	1	0	356	728
8:00 AM	4	7	0	2	11	6	100	0	0	106	86	9	0	0	95	212
8:15 AM	14	5	0	0	19	6	102	0	0	108	78	13	1	1	92	219
8:30 AM	12	5	0	0	17	5	74	0	0	79	94	9	0	0	103	199
8:45 AM	11	4	0	1	15	4	92	0	0	96	88	16	1	0	105	216
Hourly Total	41	21	0	3	62	21	368	0	0	389	346	47	2	1	395	846
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	14	8	0	1	22	6	164	0	4	170	81	4	2	0	87	279
4:15 PM	21	7	0	4	28	5	153	0	1	158	92	7	4	0	103	289
4:30 PM	22	10	0	3	32	6	154	2	0	162	64	12	4	0	80	274
4:45 PM	20	4	0	2	24	2	156	0	0	158	96	12	0	0	108	290
Hourly Total	77	29	0	10	106	19	627	2	5	648	333	35	10	0	378	1132
5:00 PM	24	9	0	2	33	5	131	0	1	136	109	15	5	0	129	298

BROWARD COUNTY TRAFFIC ENGINEERING DIVISION
TRAFFIC SIGNAL LOCATION SKETCH

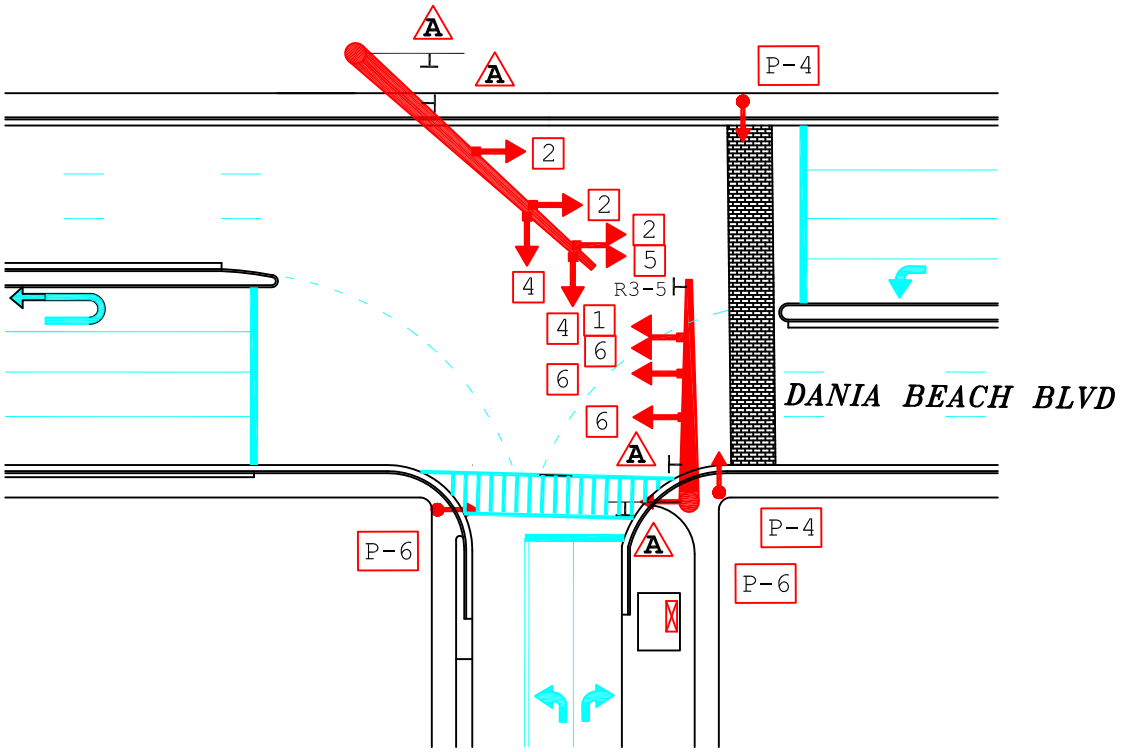
LOCATION **DANIA BEACH BLVD & SE 5 AVENUE**

ORDER NO ---- ISSUE DATE --- REVISION NO. -- COMPLETION DATE ----

DWG. NO. **11-09-05-01** FILE NO. **3538** CITY **DANIA BEACH** SCALE: 1" = 50'

DWN BY: LARRY

NORTH



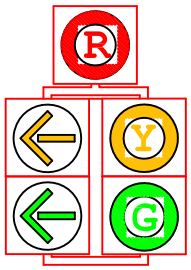
A

Illuminated Street name

4-REQ'D

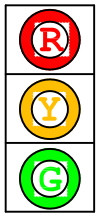
1 6

2 5



5-SECT
2-REQ'D

2 4 6



3-SECT
6-REQ'D

P-4 P-6



4-REQ'D

VIDEO DETECTION

BROWARD COUNTY TRAFFIC ENGINEERING DIVISION
TRAFFIC SIGNAL LOCATION SKETCH

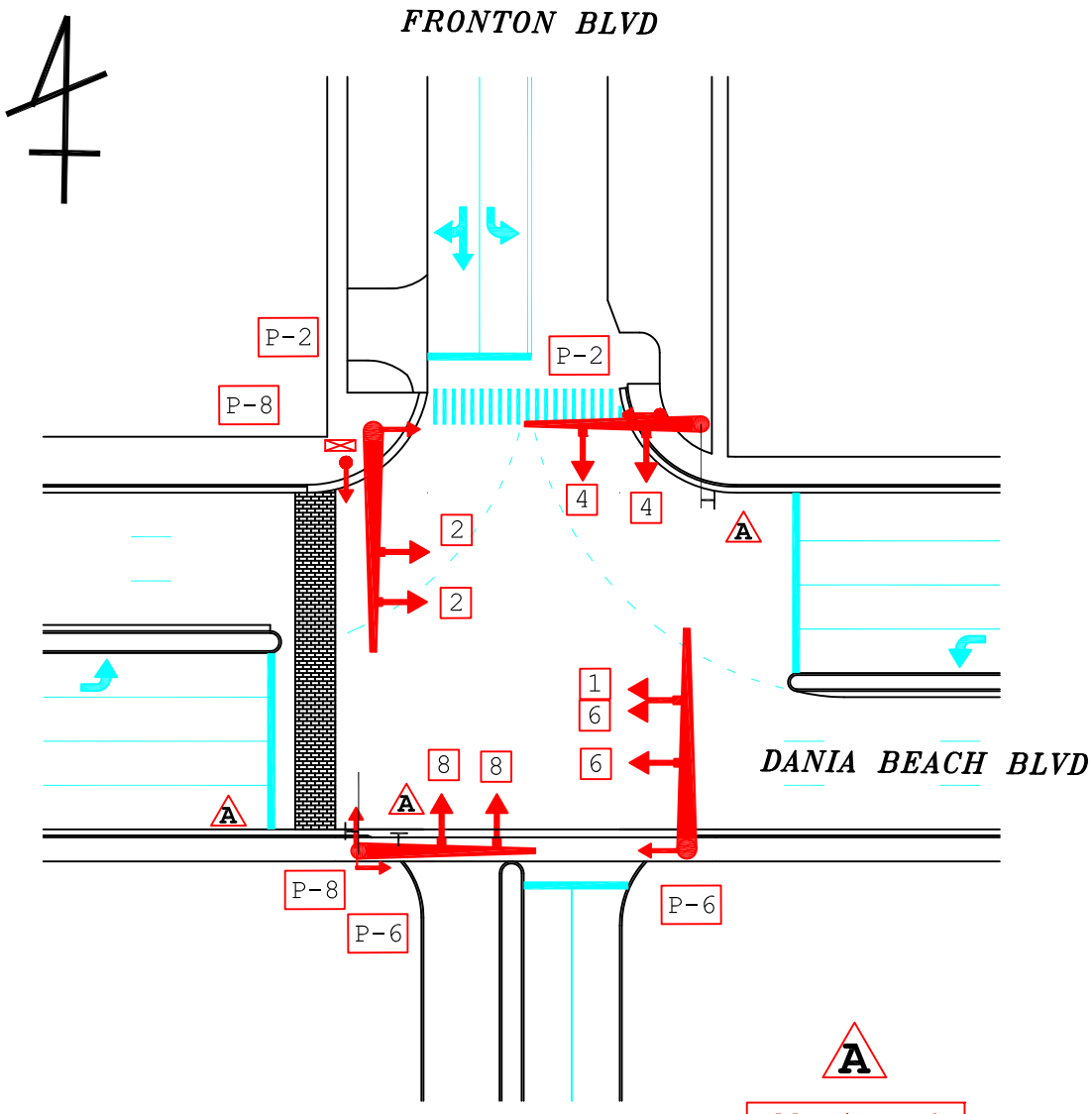
LOCATION **DANIA BEACH BLVD & FRONTON BLVD**

ORDER NO ---- ISSUE DATE --- REVISION NO. -- COMPLETION DATE ----

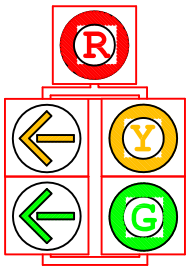
DWG. NO. **11-09-03-01** FILE NO. **3314** CITY **DANIA BEACH** SCALE: 1" = 50'

DWN BY: LARRY

NORTH

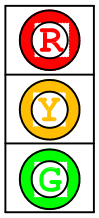


1 6



5-SECT
1-REQ'D

2 4 6 8



3-SECT
7-REQ'D

P-2 P-6 P-8



6-REQ'D

A

Illuminated Street name

3-REQ'D

VIDEO DETECTION

BROWARD COUNTY TRAFFIC ENGINEERING DIVISION
TRAFFIC SIGNAL LOCATION SKETCH

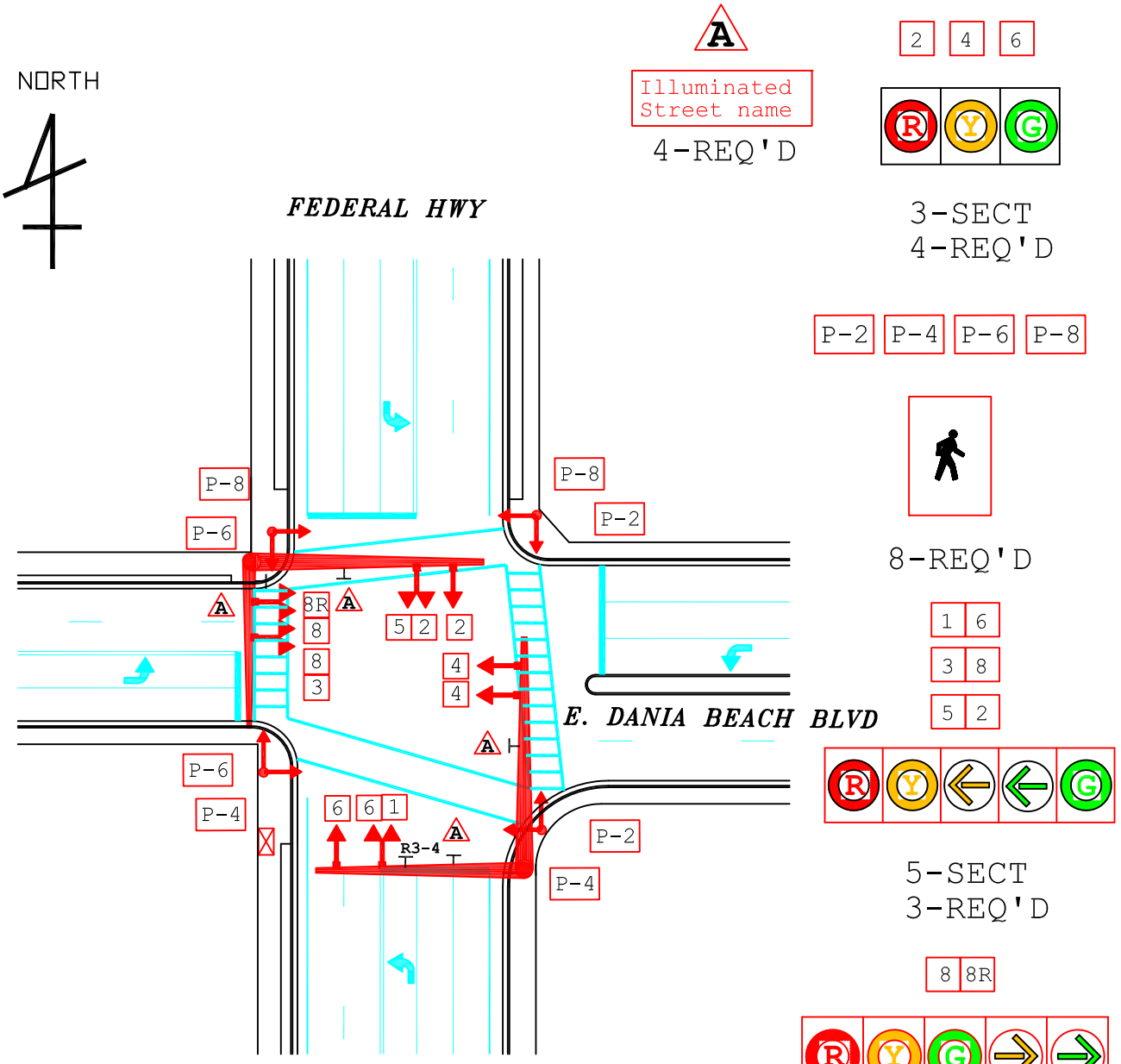
LOCATION **FEDERAL HWY & EAST DANIA BEACH BLVD**

ORDER NO **FDOT** ISSUE DATE **---** REVISION NO. **5** COMPLETION DATE **10-21-08**

DWG. NO. **12-03-04-01** FILE NO. **3098** CITY **DANIA BEACH** SCALE: 1" = 50'

DWN BY: LARRY

NORTH



1. *VIDEO DETECTION*
2. *REBUILT UNDER FDOT PROJ NO 4138291*

APPENDIX F

2021 Existing Synchro/Simtraffic Output Sheets

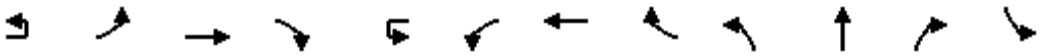
Intersection	
Int Delay, s/veh	1.6

Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations													
Traffic Vol, veh/h	2	54	394	0	0	420	24	0	0	0	24	0	47
Future Vol, veh/h	2	54	394	0	0	420	24	0	0	0	24	0	47
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	200	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	59	428	0	0	457	26	0	0	0	26	0	51

Major/Minor	Major1				Major2			Minor1			Minor2		
Conflicting Flow All	483	483	0	0	428	0	0	779	1033	214	806	1020	242
Stage 1	-	-	-	-	-	-	-	550	550	-	470	470	-
Stage 2	-	-	-	-	-	-	-	229	483	-	336	550	-
Critical Hdwy	6.44	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.52	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	710	1076	-	-	1128	-	-	286	231	791	273	235	759
Stage 1	-	-	-	-	-	-	-	487	514	-	543	558	-
Stage 2	-	-	-	-	-	-	-	753	551	-	652	514	-
Platoon blocked, %			-	-		-	-						
Mov Cap-1 Maneuver	1053	1053	-	-	1128	-	-	255	218	791	261	221	759
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	255	218	-	261	221	-
Stage 1	-	-	-	-	-	-	-	459	484	-	512	558	-
Stage 2	-	-	-	-	-	-	-	702	551	-	614	484	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	0	0	14.4
HCM LOS			A	B

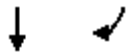
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1053	-	-	1128	-	-	461
HCM Lane V/C Ratio	-	0.058	-	-	-	-	-	0.167
HCM Control Delay (s)	0	8.6	-	-	0	-	-	14.4
HCM Lane LOS	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	-	0.2	-	-	0	-	-	0.6



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	32	0	414	103	5	59	438	0	238	0	58	0
Future Volume (vph)	32	0	414	103	5	59	438	0	238	0	58	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.5	6.5			6.5	6.5		6.0		6.0	
Lane Util. Factor		1.00	0.91			1.00	0.91		1.00		1.00	
Frt		1.00	0.97			1.00	1.00		1.00		0.85	
Flt Protected		0.95	1.00			0.95	1.00		0.95		1.00	
Satd. Flow (prot)		1770	4933			1770	5085		1770		1583	
Flt Permitted		0.47	1.00			0.40	1.00		0.95		1.00	
Satd. Flow (perm)		876	4933			742	5085		1770		1583	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	35	0	450	112	5	64	476	0	259	0	63	0
RTOR Reduction (vph)	0	0	47	0	0	0	0	0	0	0	40	0
Lane Group Flow (vph)	0	35	515	0	0	69	476	0	259	0	23	0
Turn Type		pm+pt	NA			pm+pt	NA		Prot		Prot	
Protected Phases		1	6			5	2		4		4	
Permitted Phases		6				2			4		4	
Actuated Green, G (s)		33.2	30.0			36.8	31.8		31.0		31.0	
Effective Green, g (s)		33.2	30.0			36.8	31.8		31.0		31.0	
Actuated g/C Ratio		0.39	0.35			0.43	0.37		0.36		0.36	
Clearance Time (s)		6.5	6.5			6.5	6.5		6.0		6.0	
Vehicle Extension (s)		1.5	3.0			1.5	3.0		2.0		2.0	
Lane Grp Cap (vph)		375	1741			381	1902		645		577	
v/s Ratio Prot		0.00	c0.10			c0.01	0.09		c0.15		0.01	
v/s Ratio Perm		0.03				0.07						
v/c Ratio		0.09	0.30			0.18	0.25		0.40		0.04	
Uniform Delay, d1		16.1	19.9			14.3	18.4		20.1		17.4	
Progression Factor		1.27	1.21			1.00	1.00		1.00		1.00	
Incremental Delay, d2		0.0	0.4			0.1	0.3		1.9		0.1	
Delay (s)		20.5	24.5			14.3	18.7		22.0		17.5	
Level of Service		C	C			B	B		C		B	
Approach Delay (s)			24.2				18.1			21.1		
Approach LOS			C				B			C		

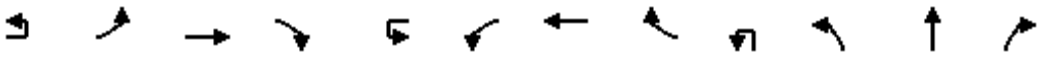
Intersection Summary			
HCM 2000 Control Delay	21.3	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.34		
Actuated Cycle Length (s)	85.0	Sum of lost time (s)	19.0
Intersection Capacity Utilization	41.2%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)		
Lane Util. Factor		
Frt		
Flt Protected		
Satd. Flow (prot)		
Flt Permitted		
Satd. Flow (perm)		
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	0	0
Turn Type		
Protected Phases		
Permitted Phases		
Actuated Green, G (s)		
Effective Green, g (s)		
Actuated g/C Ratio		
Clearance Time (s)		
Vehicle Extension (s)		
Lane Grp Cap (vph)		
v/s Ratio Prot		
v/s Ratio Perm		
v/c Ratio		
Uniform Delay, d1		
Progression Factor		
Incremental Delay, d2		
Delay (s)		
Level of Service		
Approach Delay (s)	0.0	
Approach LOS	A	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR
Lane Configurations												
Traffic Volume (vph)	40	57	494	36	3	15	585	117	2	19	7	11
Future Volume (vph)	40	57	494	36	3	15	585	117	2	19	7	11
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.5	6.5			6.5	6.5			6.0	6.0	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frt		1.00	0.99			1.00	0.98			1.00	0.91	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1770	5034			1770	4958			1770	1695	
Flt Permitted		0.31	1.00			0.42	1.00			0.75	1.00	
Satd. Flow (perm)		579	5034			791	4958			1399	1695	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	43	62	537	39	3	16	636	127	2	21	8	12
RTOR Reduction (vph)	0	0	5	0	0	0	21	0	0	0	11	0
Lane Group Flow (vph)	0	105	571	0	0	19	742	0	0	23	9	0
Turn Type		pm+pt	NA			Perm	NA			Perm	NA	
Protected Phases		1	6				2				4	
Permitted Phases		6				2				4		
Actuated Green, G (s)		62.3	62.3			51.0	51.0			10.2	10.2	
Effective Green, g (s)		62.3	62.3			51.0	51.0			10.2	10.2	
Actuated g/C Ratio		0.73	0.73			0.60	0.60			0.12	0.12	
Clearance Time (s)		6.5	6.5			6.5	6.5			6.0	6.0	
Vehicle Extension (s)		1.5	3.0			3.0	3.0			2.0	2.0	
Lane Grp Cap (vph)		491	3689			474	2974			167	203	
v/s Ratio Prot		0.01	c0.11				c0.15				0.01	
v/s Ratio Perm		0.14				0.02				0.02		
v/c Ratio		0.21	0.15			0.04	0.25			0.14	0.05	
Uniform Delay, d1		3.5	3.4			7.0	8.0			33.5	33.1	
Progression Factor		1.00	1.00			1.36	1.49			1.00	1.00	
Incremental Delay, d2		0.1	0.1			0.2	0.2			0.1	0.0	
Delay (s)		3.6	3.5			9.6	12.1			33.6	33.1	
Level of Service		A	A			A	B			C	C	
Approach Delay (s)			3.5				12.0				33.4	
Approach LOS			A				B				C	

Intersection Summary			
HCM 2000 Control Delay	12.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.32		
Actuated Cycle Length (s)	85.0	Sum of lost time (s)	19.0
Intersection Capacity Utilization	50.1%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group



Movement	SBL	SBT	SBR
Lane Configurations			
Traffic Volume (vph)	103	9	51
Future Volume (vph)	103	9	51
Ideal Flow (vphpl)	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00
Frt	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583
Flt Permitted	0.74	1.00	1.00
Satd. Flow (perm)	1386	1863	1583
Peak-hour factor, PHF	0.92	0.92	0.92
Adj. Flow (vph)	112	10	55
RTOR Reduction (vph)	0	0	48
Lane Group Flow (vph)	112	10	7
Turn Type	Perm	NA	Perm
Protected Phases		8	
Permitted Phases	8		8
Actuated Green, G (s)	10.2	10.2	10.2
Effective Green, g (s)	10.2	10.2	10.2
Actuated g/C Ratio	0.12	0.12	0.12
Clearance Time (s)	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0	2.0
Lane Grp Cap (vph)	166	223	189
v/s Ratio Prot		0.01	
v/s Ratio Perm	c0.08		0.00
v/c Ratio	0.67	0.04	0.03
Uniform Delay, d1	35.8	33.1	33.1
Progression Factor	1.00	1.00	1.00
Incremental Delay, d2	8.2	0.0	0.0
Delay (s)	44.0	33.1	33.1
Level of Service	D	C	C
Approach Delay (s)		40.0	
Approach LOS		D	

Intersection Summary



Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	29	75	21	14	98	112	441	18	1123	115	404	998
Future Volume (vph)	29	75	21	14	98	112	441	18	1123	115	404	998
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0	6.0	6.0	6.0	6.0		6.0	6.0
Lane Util. Factor	1.00	1.00			1.00	1.00	1.00	1.00	0.95		1.00	0.95
Frt	1.00	0.97			1.00	1.00	0.85	1.00	0.99		1.00	1.00
Flt Protected	0.95	1.00			0.95	1.00	1.00	0.95	1.00		0.95	1.00
Satd. Flow (prot)	1770	1802			1770	1863	1583	1770	3490		1770	3528
Flt Permitted	0.68	1.00			0.39	1.00	1.00	0.26	1.00		0.05	1.00
Satd. Flow (perm)	1264	1802			726	1863	1583	479	3490		97	3528
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	32	82	23	15	107	122	479	20	1221	125	439	1085
RTOR Reduction (vph)	0	6	0	0	0	0	189	0	5	0	0	1
Lane Group Flow (vph)	32	99	0	0	122	122	290	20	1341	0	439	1108
Turn Type	Perm	NA			pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA
Protected Phases		4			3	8		5	2		1	6
Permitted Phases	4				8		8	2			6	
Actuated Green, G (s)	14.7	14.7			34.2	34.2	34.2	74.0	71.0		113.8	104.8
Effective Green, g (s)	14.7	14.7			34.2	34.2	34.2	74.0	71.0		113.8	104.8
Actuated g/C Ratio	0.09	0.09			0.21	0.21	0.21	0.46	0.44		0.71	0.65
Clearance Time (s)	6.0	6.0			6.0	6.0	6.0	6.0	6.0		6.0	6.0
Vehicle Extension (s)	2.0	2.0			2.0	2.0	2.0	1.5	3.0		1.5	3.0
Lane Grp Cap (vph)	116	165			243	398	338	245	1548		453	2310
v/s Ratio Prot		0.05			0.04	0.07		0.00	0.38		c0.22	0.31
v/s Ratio Perm	0.03				0.06		c0.18	0.04			c0.47	
v/c Ratio	0.28	0.60			0.50	0.31	0.86	0.08	0.87		0.97	0.48
Uniform Delay, d1	67.7	69.8			53.4	52.9	60.5	23.4	40.2		53.1	13.9
Progression Factor	1.00	1.00			1.00	1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	0.5	3.8			0.6	0.2	18.1	0.1	6.8		33.7	0.7
Delay (s)	68.2	73.7			54.0	53.1	78.7	23.4	47.0		86.9	14.6
Level of Service	E	E			D	D	E	C	D		F	B
Approach Delay (s)		72.4				70.2			46.6			35.1
Approach LOS		E				E			D			D

Intersection Summary			
HCM 2000 Control Delay	47.4	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	1.00		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	109.4%	ICU Level of Service	H
Analysis Period (min)	15		

c Critical Lane Group



Movement	SBR
Lane Configurations	
Traffic Volume (vph)	22
Future Volume (vph)	22
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.92
Adj. Flow (vph)	24
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SR-5/US-1	III	30	7.4	79.2	86.6	0.05	2.0	F
Fronton Boulevard	III	30	40.2	3.9	44.1	0.32	25.8	B
SE 5th Avenue	III	40	22.3	21.5	43.8	0.19	15.9	D
Total	III		69.9	104.6	174.5	0.56	11.5	E

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SE 5th Avenue	II	40	52.2	18.2	70.4	0.58	29.7	B
Fronton Boulevard	II	40	22.3	12.7	35.0	0.19	19.9	D
SR-5/US-1	II	30	40.2	52.8	93.0	0.32	12.3	F
Total	II		114.7	83.7	198.4	1.09	19.8	D

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	7:45	7:45	7:45	7:45	7:45	7:45	7:45
End Time	9:00	9:00	9:00	9:00	9:00	9:00	9:00
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	3799	3840	3904	3760	3825	3891	3929
Vehs Exited	3783	3827	3887	3761	3834	3868	3935
Starting Vehs	109	122	106	112	103	96	117
Ending Vehs	125	135	123	111	94	119	111
Denied Entry Before	2	2	0	1	0	0	0
Denied Entry After	1	0	1	1	2	0	0
Travel Distance (mi)	2042	2138	2115	2061	2098	2133	2142
Travel Time (hr)	111.0	120.0	114.9	110.0	112.6	118.1	118.3
Total Delay (hr)	43.7	49.8	45.6	42.3	43.5	48.1	47.8
Total Stops	3495	3956	3793	3556	3662	3807	3800
Fuel Used (gal)	78.6	84.8	81.8	79.6	80.8	83.4	83.1

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	7:45	7:45	7:45	7:45
End Time	9:00	9:00	9:00	9:00
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	3855	3913	3963	3867
Vehs Exited	3841	3876	3946	3855
Starting Vehs	101	118	110	106
Ending Vehs	115	155	127	118
Denied Entry Before	0	2	0	0
Denied Entry After	1	8	0	1
Travel Distance (mi)	2096	2137	2128	2109
Travel Time (hr)	111.6	127.7	113.4	115.8
Total Delay (hr)	42.8	57.2	43.7	46.5
Total Stops	3652	3948	3717	3738
Fuel Used (gal)	81.0	86.2	81.9	82.1

Interval #0 Information Seeding

Start Time	7:45
End Time	8:00
Total Time (min)	15

Volumes adjusted by Growth Factors.

No data recorded this interval.

Interval #1 Information Recording

Start Time	8:00
End Time	9:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	3799	3840	3904	3760	3825	3891	3929
Vehs Exited	3783	3827	3887	3761	3834	3868	3935
Starting Vehs	109	122	106	112	103	96	117
Ending Vehs	125	135	123	111	94	119	111
Denied Entry Before	2	2	0	1	0	0	0
Denied Entry After	1	0	1	1	2	0	0
Travel Distance (mi)	2042	2138	2115	2061	2098	2133	2142
Travel Time (hr)	111.0	120.0	114.9	110.0	112.6	118.1	118.3
Total Delay (hr)	43.7	49.8	45.6	42.3	43.5	48.1	47.8
Total Stops	3495	3956	3793	3556	3662	3807	3800
Fuel Used (gal)	78.6	84.8	81.8	79.6	80.8	83.4	83.1

Interval #1 Information Recording

Start Time	8:00
End Time	9:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	3855	3913	3963	3867
Vehs Exited	3841	3876	3946	3855
Starting Vehs	101	118	110	106
Ending Vehs	115	155	127	118
Denied Entry Before	0	2	0	0
Denied Entry After	1	8	0	1
Travel Distance (mi)	2096	2137	2128	2109
Travel Time (hr)	111.6	127.7	113.4	115.8
Total Delay (hr)	42.8	57.2	43.7	46.5
Total Stops	3652	3948	3717	3738
Fuel Used (gal)	81.0	86.2	81.9	82.1

1: Gulfstream Road & E Dania Beach Boulevard/E Dania Beach Blvd Performance by movement

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1
Total Delay (hr)	0.0	0.1	0.5	0.1	0.0	0.1	0.0	0.8
Total Del/Veh (s)	7.8	6.0	4.0	0.7	0.3	8.6	3.3	2.7
Stop Delay (hr)	0.0	0.0	0.1	0.0	0.0	0.0	0.0	0.2
Stop Del/Veh (s)	4.0	1.8	0.6	0.0	0.0	6.5	2.8	0.7
Travel Time (hr)	0.0	0.5	3.2	3.5	0.2	0.2	0.3	7.9
Avg Speed (mph)	28	28	33	39	35	18	21	34
Vehicles Entered	1	52	421	420	25	26	47	992
Vehicles Exited	1	53	422	421	25	25	47	994
Hourly Exit Rate	1	53	422	421	25	25	47	994
Input Volume	2	54	421	420	24	24	47	992
% of Volume	50	98	100	100	104	104	100	100
Denied Entry Before	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	0	0
Density (ft/veh)								1245

2: SE 5th Avenue & E Dania Beach Boulevard Performance by movement

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.3
Denied Del/Veh (s)	0.0	0.0	0.0	0.5	0.3	0.0	3.7	0.7	0.7
Total Delay (hr)	0.1	2.6	0.4	0.0	0.3	1.7	1.2	0.1	6.3
Total Del/Veh (s)	15.3	19.5	12.6	15.3	15.5	13.5	18.9	4.1	16.1
Stop Delay (hr)	0.1	2.0	0.3	0.0	0.2	1.2	1.1	0.1	5.0
Stop Del/Veh (s)	14.2	14.9	10.2	14.3	12.8	9.9	16.4	4.0	12.7
Travel Time (hr)	0.3	5.0	1.1	0.1	0.7	4.4	2.0	0.3	13.7
Avg Speed (mph)	18	17	19	21	21	24	8	15	19
Vehicles Entered	28	473	106	5	62	437	231	60	1402
Vehicles Exited	28	472	106	5	62	437	229	60	1399
Hourly Exit Rate	28	472	106	5	62	437	229	60	1399
Input Volume	32	476	103	5	59	438	238	58	1409
% of Volume	88	99	103	100	105	100	96	103	99
Denied Entry Before	0	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	0	0	0
Density (ft/veh)									733

3: Fronton Boulevard & E Dania Beach Boulevard Performance by movement

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.1	0.1	0.0	0.0	0.0	0.2	0.0	0.0	0.1	0.1	0.1	0.1
Total Delay (hr)	0.1	0.2	0.5	0.0	0.0	0.1	1.6	0.2	0.0	0.2	0.1	0.0
Total Del/Veh (s)	8.5	10.1	3.9	2.4	7.8	13.7	9.9	7.1	35.1	37.9	32.5	6.2
Stop Delay (hr)	0.1	0.1	0.2	0.0	0.0	0.0	0.8	0.1	0.0	0.2	0.1	0.0
Stop Del/Veh (s)	6.6	7.1	1.7	1.1	5.8	10.2	5.1	4.1	34.4	36.4	30.2	6.1
Travel Time (hr)	0.5	0.8	6.0	0.5	0.0	0.2	4.7	1.0	0.0	0.2	0.1	0.0
Avg Speed (mph)	22	21	25	24	22	19	24	23	3	2	2	8
Vehicles Entered	36	57	488	35	3	15	577	113	1	20	7	11
Vehicles Exited	36	56	488	35	3	15	579	113	1	20	8	11
Hourly Exit Rate	36	56	488	35	3	15	579	113	1	20	8	11
Input Volume	40	57	494	36	3	15	586	117	2	19	7	11
% of Volume	90	98	99	97	100	100	99	97	50	105	114	100
Denied Entry Before	0	0	0	0	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	0	0	0	0	0	0
Density (ft/veh)												

3: Fronton Boulevard & E Dania Beach Boulevard Performance by movement

Movement	SBL	SBT	SBR	All
Denied Delay (hr)	0.1	0.0	0.0	0.1
Denied Del/Veh (s)	3.9	0.4	0.2	0.3
Total Delay (hr)	1.1	0.1	0.1	4.3
Total Del/Veh (s)	38.9	30.2	6.1	10.1
Stop Delay (hr)	1.1	0.1	0.1	3.0
Stop Del/Veh (s)	36.6	27.3	6.1	7.0
Travel Time (hr)	1.5	0.1	0.2	15.8
Avg Speed (mph)	4	5	12	22
Vehicles Entered	102	9	50	1524
Vehicles Exited	106	10	49	1530
Hourly Exit Rate	106	10	49	1530
Input Volume	103	9	51	1550
% of Volume	103	111	96	99
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0
Density (ft/veh)				744

4: SR-5/US-1 & E Dania Beach Boulevard Performance by movement

Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.4	0.4
Denied Del/Veh (s)	0.1	0.2	0.2	0.0	0.0	0.0	0.0	2.4	0.2	0.3	3.4	1.4
Total Delay (hr)	0.5	1.5	0.3	0.2	1.6	1.8	3.6	0.1	11.6	1.0	6.4	3.2
Total Del/Veh (s)	66.0	65.2	43.5	59.0	59.2	44.4	29.5	24.3	36.5	32.2	56.6	11.4
Stop Delay (hr)	0.5	1.4	0.3	0.2	1.5	1.6	3.0	0.1	8.8	0.8	5.7	2.3
Stop Del/Veh (s)	63.8	60.9	41.7	55.4	54.5	39.9	24.6	18.6	27.7	24.9	50.9	8.1
Travel Time (hr)	0.6	1.6	0.3	0.3	2.7	3.2	8.4	0.2	19.3	1.9	8.4	7.3
Avg Speed (mph)	2	2	3	11	11	13	16	14	12	12	5	16
Vehicles Entered	29	82	24	12	98	147	426	16	1121	113	392	995
Vehicles Exited	28	80	24	12	96	145	424	16	1120	113	395	1003
Hourly Exit Rate	28	80	24	12	96	145	424	16	1120	113	395	1003
Input Volume	29	75	21	14	98	142	441	18	1123	115	404	998
% of Volume	97	107	114	86	98	102	96	89	100	98	98	101
Denied Entry Before	0	0	0	0	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	0	0	0	0	1	0
Density (ft/veh)												

4: SR-5/US-1 & E Dania Beach Boulevard Performance by movement

Movement	SBR	All
Denied Delay (hr)	0.0	0.9
Denied Del/Veh (s)	1.5	0.9
Total Delay (hr)	0.1	31.8
Total Del/Veh (s)	9.4	32.4
Stop Delay (hr)	0.0	26.1
Stop Del/Veh (s)	7.4	26.6
Travel Time (hr)	0.2	54.5
Avg Speed (mph)	16	12
Vehicles Entered	21	3476
Vehicles Exited	21	3477
Hourly Exit Rate	21	3477
Input Volume	22	3500
% of Volume	95	99
Denied Entry Before	0	0
Denied Entry After	0	1
Density (ft/veh)		191

9: External Performance by approach

Approach	EB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.2	0.2
Total Del/Veh (s)	1.3	1.3
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.0	0.0
Travel Time (hr)	4.8	4.8
Avg Speed (mph)	29	29
Vehicles Entered	417	417
Vehicles Exited	414	414
Hourly Exit Rate	414	414
Input Volume	418	418
% of Volume	99	99
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

11: External Performance by approach

Approach	WB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.1	0.1
Total Del/Veh (s)	1.6	1.6
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.2	0.2
Travel Time (hr)	0.4	0.4
Avg Speed (mph)	22	22
Vehicles Entered	152	152
Vehicles Exited	152	152
Hourly Exit Rate	152	152
Input Volume	152	152
% of Volume	100	100
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

16: External Performance by approach

Approach	NB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.4	0.4
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.1	0.1
Travel Time (hr)	0.4	0.4
Avg Speed (mph)	25	25
Vehicles Entered	78	78
Vehicles Exited	77	77
Hourly Exit Rate	77	77
Input Volume	78	78
% of Volume	99	99
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

17: External Performance by approach

Approach	NB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.5	0.5
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.2	0.2
Travel Time (hr)	0.5	0.5
Avg Speed (mph)	20	20
Vehicles Entered	177	177
Vehicles Exited	176	176
Hourly Exit Rate	176	176
Input Volume	181	181
% of Volume	97	97
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

18: External Performance by approach

Approach	SB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.6	0.6
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.3	0.3
Travel Time (hr)	0.1	0.1
Avg Speed (mph)	17	17
Vehicles Entered	61	61
Vehicles Exited	61	61
Hourly Exit Rate	61	61
Input Volume	62	62
% of Volume	98	98
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

21: External Performance by approach

Approach	SB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.5	0.5
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.3	0.3
Travel Time (hr)	0.6	0.6
Avg Speed (mph)	21	21
Vehicles Entered	168	168
Vehicles Exited	169	169
Hourly Exit Rate	169	169
Input Volume	162	162
% of Volume	104	104
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

22: External Performance by approach

Approach	NB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	1.0	1.0
Total Del/Veh (s)	2.3	2.3
Stop Delay (hr)	0.1	0.1
Stop Del/Veh (s)	0.1	0.1
Travel Time (hr)	8.0	8.0
Avg Speed (mph)	24	24
Vehicles Entered	1572	1572
Vehicles Exited	1563	1563
Hourly Exit Rate	1563	1563
Input Volume	1593	1593
% of Volume	98	98
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

23: External Performance by approach

Approach	SB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.7	0.7
Total Del/Veh (s)	2.1	2.1
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.0	0.0
Travel Time (hr)	9.1	9.1
Avg Speed (mph)	27	27
Vehicles Entered	1122	1122
Vehicles Exited	1118	1118
Hourly Exit Rate	1118	1118
Input Volume	1117	1117
% of Volume	100	100
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

Total Network Performance

Denied Delay (hr)	1.3
Denied Del/Veh (s)	1.2
Total Delay (hr)	45.2
Total Del/Veh (s)	40.9
Stop Delay (hr)	34.4
Stop Del/Veh (s)	31.2
Travel Time (hr)	115.8
Avg Speed (mph)	18
Vehicles Entered	3867
Vehicles Exited	3855
Hourly Exit Rate	3855
Input Volume	11214
% of Volume	34
Denied Entry Before	0
Denied Entry After	1
Density (ft/veh)	362

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Node	Delay (s/veh)	Travel time (s)	Dist (mi)	Arterial Speed	Run 1 Speed	Run 1 Delay
SR-5/US-1	4	65.2	70.1	0.0	2	3	63.2
Fronton Boulevard	3	4.4	37.8	0.3	30	32	4.4
SE 5th Avenue	2	17.0	34.0	0.2	21	21	16.5
Gulfstream Road	1	4.5	26.6	0.3	34	34	4.4
Total		91.1	168.5	0.8	17	18	88.6

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Run 2 Speed	Run 2 Delay	Run 3 Speed	Run 3 Delay	Run 4 Speed	Run 4 Delay	Run 5 Speed
SR-5/US-1	2	73.7	2	64.2	2	67.2	3
Fronton Boulevard	30	4.4	31	5.4	31	4.2	29
SE 5th Avenue	20	18.3	19	19.3	21	16.7	21
Gulfstream Road	34	4.6	34	4.7	34	4.6	34
Total	16	101.0	17	93.6	17	92.8	18

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Run 5 Delay	Run 6 Speed	Run 6 Delay	Run 7 Speed	Run 7 Delay	Run 8 Speed	Run 8 Delay
SR-5/US-1	58.4	3	58.0	2	64.7	2	69.7
Fronton Boulevard	3.9	29	4.2	30	3.2	30	4.4
SE 5th Avenue	16.7	21	16.0	20	17.3	20	17.3
Gulfstream Road	4.4	34	4.5	34	4.3	34	4.7
Total	83.4	18	82.8	17	89.5	17	96.1

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Run 9 Speed	Run 9 Delay	Run 10 Speed	Run 10 Delay
SR-5/US-1	2	70.5	3	59.1
Fronton Boulevard	30	5.2	30	4.9
SE 5th Avenue	20	17.5	22	14.7
Gulfstream Road	34	4.5	35	4.2
Total	17	97.7	18	83.0

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Node	Delay (s/veh)	Travel time (s)	Dist (mi)	Arterial Speed	Run 1 Speed	Run 1 Delay
SE 5th Avenue	2	13.6	35.3	0.3	26	26	12.9
Fronton Boulevard	3	13.8	31.3	0.2	22	23	12.4
SR-5/US-1	4	44.8	78.7	0.3	14	15	45.4
Total		72.2	145.3	0.8	19	19	70.7

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Run 2 Speed	Run 2 Delay	Run 3 Speed	Run 3 Delay	Run 4 Speed	Run 4 Delay	Run 5 Speed
SE 5th Avenue	26	12.8	25	15.1	26	13.0	26
Fronton Boulevard	22	13.7	21	15.3	22	13.7	22
SR-5/US-1	14	45.8	15	42.0	14	47.9	14
Total	19	72.2	19	72.3	19	74.6	18

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Run 5 Delay	Run 6 Speed	Run 6 Delay	Run 7 Speed	Run 7 Delay	Run 8 Speed	Run 8 Delay
SE 5th Avenue	12.8	25	14.1	27	11.8	24	15.5
Fronton Boulevard	13.8	22	14.2	24	12.0	22	14.6
SR-5/US-1	48.3	15	43.9	15	44.1	16	40.3
Total	74.9	19	72.2	19	68.0	19	70.3

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Run 9 Speed	Run 9 Delay	Run 10 Speed	Run 10 Delay
SE 5th Avenue	25	14.2	26	13.5
Fronton Boulevard	22	13.5	21	15.3
SR-5/US-1	15	42.4	14	45.7
Total	19	70.1	19	74.5

Intersection: 1: Gulfstream Road & E Dania Beach Boulevard/E Dania Beach Blvd

Movement	EB	WB	SB
Directions Served	UL	TR	LTR
Maximum Queue (ft)	61	2	55
Average Queue (ft)	16	0	28
95th Queue (ft)	46	2	47
Link Distance (ft)		1701	629
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	200		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 2: SE 5th Avenue & E Dania Beach Boulevard

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB
Directions Served	UL	T	T	TR	UL	T	T	T	UL	R
Maximum Queue (ft)	53	123	138	167	83	111	112	106	181	52
Average Queue (ft)	14	57	69	92	33	53	53	50	91	17
95th Queue (ft)	38	104	116	151	69	91	94	95	155	40
Link Distance (ft)		950	950	950		1267	1267	1267		304
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	250				240				238	
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 3: Fronton Boulevard & E Dania Beach Boulevard

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB	SB
Directions Served	UL	T	T	TR	UL	T	T	TR	UL	TR	UL	T
Maximum Queue (ft)	91	70	76	108	43	130	120	157	54	50	146	67
Average Queue (ft)	33	16	19	27	11	60	56	69	18	15	67	8
95th Queue (ft)	70	49	53	70	36	115	106	129	48	43	122	43
Link Distance (ft)		1579	1579	1579		950	950	950	133	133		256
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	280				240						121	
Storage Blk Time (%)											1	
Queuing Penalty (veh)											0	

Intersection: 3: Fronton Boulevard & E Dania Beach Boulevard

Movement	SB
Directions Served	R
Maximum Queue (ft)	54
Average Queue (ft)	18
95th Queue (ft)	41
Link Distance (ft)	256
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: SR-5/US-1 & E Dania Beach Boulevard

Movement	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	UL	TR	UL	T	R	UL	T	TR	UL	T	TR
Maximum Queue (ft)	88	196	189	201	358	186	580	563	369	541	396
Average Queue (ft)	31	93	93	99	196	18	371	348	252	215	168
95th Queue (ft)	73	173	163	175	322	105	549	527	391	478	360
Link Distance (ft)	204	204		1579	1579		1069	1069		578	578
Upstream Blk Time (%)		1								3	0
Queuing Penalty (veh)		0								0	0
Storage Bay Dist (ft)			169			240			322		
Storage Blk Time (%)			2	1			26		10	0	
Queuing Penalty (veh)			2	2			5		49	1	

Network Summary

Network wide Queuing Penalty: 58

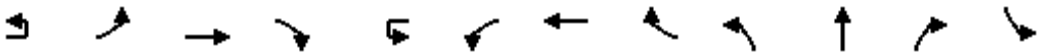
Intersection	
Int Delay, s/veh	3

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	11	76	385	0	1	0	757	26	0	0	0	33	0	73
Future Vol, veh/h	11	76	385	0	1	0	757	26	0	0	0	33	0	73
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	200	-	-	-	200	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	83	418	0	1	0	823	28	0	0	0	36	0	79

Major/Minor	Major1				Major2				Minor1			Minor2		
Conflicting Flow All	851	851	0	0	418	418	0	0	1022	1461	209	1238	1447	426
Stage 1	-	-	-	-	-	-	-	-	608	608	-	839	839	-
Stage 2	-	-	-	-	-	-	-	-	414	853	-	399	608	-
Critical Hdwy	6.44	4.14	-	-	6.44	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.52	2.22	-	-	2.52	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	414	783	-	-	780	1138	-	-	190	128	797	132	130	577
Stage 1	-	-	-	-	-	-	-	-	450	484	-	326	379	-
Stage 2	-	-	-	-	-	-	-	-	586	374	-	598	484	-
Platoon blocked, %			-	-			-	-						
Mov Cap-1 Maneuver	683	683	-	-	780	780	-	-	146	110	797	118	112	577
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	146	110	-	118	112	-
Stage 1	-	-	-	-	-	-	-	-	387	417	-	281	379	-
Stage 2	-	-	-	-	-	-	-	-	505	374	-	515	417	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	2	0	0	29.3
HCM LOS			A	D

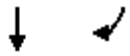
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	683	-	-	780	-	-	261
HCM Lane V/C Ratio	-	0.138	-	-	0.001	-	-	0.441
HCM Control Delay (s)	0	11.1	-	-	9.6	-	-	29.3
HCM Lane LOS	A	B	-	-	A	-	-	D
HCM 95th %tile Q(veh)	-	0.5	-	-	0	-	-	2.1



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	96	0	402	188	3	81	807	0	336	0	82	0
Future Volume (vph)	96	0	402	188	3	81	807	0	336	0	82	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.5	6.5			6.5	6.5		6.0		6.0	
Lane Util. Factor		1.00	0.91			1.00	0.91		1.00		1.00	
Frt		1.00	0.95			1.00	1.00		1.00		0.85	
Flt Protected		0.95	1.00			0.95	1.00		0.95		1.00	
Satd. Flow (prot)		1770	4843			1770	5085		1770		1583	
Flt Permitted		0.25	1.00			0.38	1.00		0.95		1.00	
Satd. Flow (perm)		462	4843			704	5085		1770		1583	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	104	0	437	204	3	88	877	0	365	0	89	0
RTOR Reduction (vph)	0	0	93	0	0	0	0	0	0	0	57	0
Lane Group Flow (vph)	0	104	548	0	0	91	877	0	365	0	32	0
Turn Type		pm+pt	NA			pm+pt	NA		Prot		Prot	
Protected Phases		1	6			5	2		4		4	
Permitted Phases		6				2			4		4	
Actuated Green, G (s)		35.4	29.5			34.6	29.1		31.0		31.0	
Effective Green, g (s)		35.4	29.5			34.6	29.1		31.0		31.0	
Actuated g/C Ratio		0.42	0.35			0.41	0.34		0.36		0.36	
Clearance Time (s)		6.5	6.5			6.5	6.5		6.0		6.0	
Vehicle Extension (s)		1.5	3.0			1.5	3.0		2.0		2.0	
Lane Grp Cap (vph)		283	1680			355	1740		645		577	
v/s Ratio Prot		c0.03	0.11			0.02	c0.17		c0.21		0.02	
v/s Ratio Perm		0.13				0.09						
v/c Ratio		0.37	0.33			0.26	0.50		0.57		0.06	
Uniform Delay, d1		15.6	20.4			15.8	22.2		21.6		17.5	
Progression Factor		1.24	1.29			1.01	1.01		1.00		1.00	
Incremental Delay, d2		0.3	0.5			0.1	1.0		3.6		0.2	
Delay (s)		19.7	26.9			16.1	23.4		25.2		17.7	
Level of Service		B	C			B	C		C		B	
Approach Delay (s)			25.9				22.7			23.7		
Approach LOS			C				C			C		

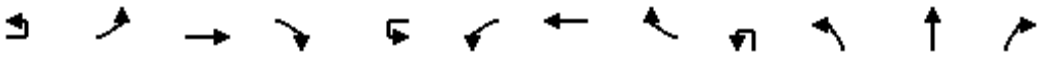
Intersection Summary			
HCM 2000 Control Delay	24.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	85.0	Sum of lost time (s)	19.0
Intersection Capacity Utilization	53.7%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)		
Lane Util. Factor		
Frt		
Flt Protected		
Satd. Flow (prot)		
Flt Permitted		
Satd. Flow (perm)		
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	0	0
Turn Type		
Protected Phases		
Permitted Phases		
Actuated Green, G (s)		
Effective Green, g (s)		
Actuated g/C Ratio		
Clearance Time (s)		
Vehicle Extension (s)		
Lane Grp Cap (vph)		
v/s Ratio Prot		
v/s Ratio Perm		
v/c Ratio		
Uniform Delay, d1		
Progression Factor		
Incremental Delay, d2		
Delay (s)		
Level of Service		
Approach Delay (s)	0.0	
Approach LOS	A	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR
Lane Configurations												
Traffic Volume (vph)	22	112	580	31	1	32	1044	163	5	41	9	44
Future Volume (vph)	22	112	580	31	1	32	1044	163	5	41	9	44
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.5	6.5			6.5	6.5			6.0	6.0	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frt		1.00	0.99			1.00	0.98			1.00	0.88	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1770	5046			1770	4982			1770	1632	
Flt Permitted		0.13	1.00			0.39	1.00			0.75	1.00	
Satd. Flow (perm)		248	5046			723	4982			1392	1632	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	24	122	630	34	1	35	1135	177	5	45	10	48
RTOR Reduction (vph)	0	0	5	0	0	0	18	0	0	0	38	0
Lane Group Flow (vph)	0	146	659	0	0	36	1294	0	0	50	20	0
Turn Type		pm+pt	NA			Perm	NA			Perm	NA	
Protected Phases		1	6				2				4	
Permitted Phases		6				2				4		
Actuated Green, G (s)		55.3	55.3			41.7	41.7			17.2	17.2	
Effective Green, g (s)		55.3	55.3			41.7	41.7			17.2	17.2	
Actuated g/C Ratio		0.65	0.65			0.49	0.49			0.20	0.20	
Clearance Time (s)		6.5	6.5			6.5	6.5			6.0	6.0	
Vehicle Extension (s)		1.5	3.0			3.0	3.0			2.0	2.0	
Lane Grp Cap (vph)		288	3282			354	2444			281	330	
v/s Ratio Prot		c0.04	0.13				0.26				0.01	
v/s Ratio Perm		c0.29				0.05				0.04		
v/c Ratio		0.51	0.20			0.10	0.53			0.18	0.06	
Uniform Delay, d1		8.1	6.0			11.6	14.9			28.1	27.4	
Progression Factor		1.00	1.00			1.27	1.42			1.00	1.00	
Incremental Delay, d2		0.5	0.1			0.5	0.7			0.1	0.0	
Delay (s)		8.6	6.1			15.3	21.9			28.2	27.4	
Level of Service		A	A			B	C			C	C	
Approach Delay (s)			6.6				21.7				27.8	
Approach LOS			A				C				C	

Intersection Summary			
HCM 2000 Control Delay	18.8	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.59		
Actuated Cycle Length (s)	85.0	Sum of lost time (s)	19.0
Intersection Capacity Utilization	63.8%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group



Movement	SBL	SBT	SBR
Lane Configurations			
Traffic Volume (vph)	182	15	73
Future Volume (vph)	182	15	73
Ideal Flow (vphpl)	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00
Frt	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583
Flt Permitted	0.72	1.00	1.00
Satd. Flow (perm)	1340	1863	1583
Peak-hour factor, PHF	0.92	0.92	0.92
Adj. Flow (vph)	198	16	79
RTOR Reduction (vph)	0	0	63
Lane Group Flow (vph)	198	16	16
Turn Type	Perm	NA	Perm
Protected Phases		8	
Permitted Phases	8		8
Actuated Green, G (s)	17.2	17.2	17.2
Effective Green, g (s)	17.2	17.2	17.2
Actuated g/C Ratio	0.20	0.20	0.20
Clearance Time (s)	6.0	6.0	6.0
Vehicle Extension (s)	2.0	2.0	2.0
Lane Grp Cap (vph)	271	376	320
v/s Ratio Prot		0.01	
v/s Ratio Perm	c0.15		0.01
v/c Ratio	0.73	0.04	0.05
Uniform Delay, d1	31.7	27.3	27.3
Progression Factor	1.00	1.00	1.00
Incremental Delay, d2	8.4	0.0	0.0
Delay (s)	40.2	27.3	27.3
Level of Service	D	C	C
Approach Delay (s)		36.0	
Approach LOS		D	

Intersection Summary



Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (vph)	63	125	21	9	149	223	750	27	1158	83	2	378
Future Volume (vph)	63	125	21	9	149	223	750	27	1158	83	2	378
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0	6.0	6.0	6.0	6.0			6.0
Lane Util. Factor	1.00	1.00			1.00	1.00	1.00	1.00	0.95			1.00
Frt	1.00	0.98			1.00	1.00	0.85	1.00	0.99			1.00
Flt Protected	0.95	1.00			0.95	1.00	1.00	0.95	1.00			0.95
Satd. Flow (prot)	1770	1822			1770	1863	1583	1770	3504			1770
Flt Permitted	0.61	1.00			0.46	1.00	1.00	0.17	1.00			0.07
Satd. Flow (perm)	1133	1822			852	1863	1583	309	3504			124
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	68	136	23	10	162	242	815	29	1259	90	2	411
RTOR Reduction (vph)	0	4	0	0	0	0	231	0	3	0	0	0
Lane Group Flow (vph)	68	155	0	0	172	242	584	29	1346	0	0	413
Turn Type	Perm	NA			pm+pt	NA	Perm	pm+pt	NA			pm+pt
Protected Phases		4			3	8		5	2			1
Permitted Phases	4				8		8	2				6
Actuated Green, G (s)	34.2	34.2			56.0	56.0	56.0	58.3	54.0			92.0
Effective Green, g (s)	34.2	34.2			56.0	56.0	56.0	58.3	54.0			92.0
Actuated g/C Ratio	0.21	0.21			0.35	0.35	0.35	0.36	0.34			0.58
Clearance Time (s)	6.0	6.0			6.0	6.0	6.0	6.0	6.0			6.0
Vehicle Extension (s)	2.0	2.0			2.0	2.0	2.0	1.5	3.0			1.5
Lane Grp Cap (vph)	242	389			388	652	554	151	1182			400
v/s Ratio Prot		0.09			0.04	0.13		0.01	c0.38			c0.21
v/s Ratio Perm	0.06				0.11		c0.37	0.06				0.39
v/c Ratio	0.28	0.40			0.44	0.37	1.05	0.19	1.14			1.03
Uniform Delay, d1	52.6	54.1			38.0	38.8	52.0	33.4	53.0			54.0
Progression Factor	1.00	1.00			1.00	1.00	1.00	1.00	1.00			1.00
Incremental Delay, d2	0.2	0.2			0.3	0.1	53.4	0.2	73.0			53.6
Delay (s)	52.8	54.3			38.3	39.0	105.4	33.6	126.0			107.6
Level of Service	D	D			D	D	F	C	F			F
Approach Delay (s)		53.9				82.9			124.1			
Approach LOS		D				F			F			

Intersection Summary			
HCM 2000 Control Delay	82.0	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	1.13		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	127.1%	ICU Level of Service	H
Analysis Period (min)	15		

c Critical Lane Group



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	1143	30
Future Volume (vph)	1143	30
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.0	
Lane Util. Factor	0.95	
Frt	1.00	
Flt Protected	1.00	
Satd. Flow (prot)	3525	
Flt Permitted	1.00	
Satd. Flow (perm)	3525	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	1242	33
RTOR Reduction (vph)	1	0
Lane Group Flow (vph)	1274	0
Turn Type	NA	
Protected Phases	6	
Permitted Phases		
Actuated Green, G (s)	81.7	
Effective Green, g (s)	81.7	
Actuated g/C Ratio	0.51	
Clearance Time (s)	6.0	
Vehicle Extension (s)	3.0	
Lane Grp Cap (vph)	1799	
v/s Ratio Prot	0.36	
v/s Ratio Perm		
v/c Ratio	0.71	
Uniform Delay, d1	30.0	
Progression Factor	1.00	
Incremental Delay, d2	2.4	
Delay (s)	32.4	
Level of Service	C	
Approach Delay (s)	50.8	
Approach LOS	D	

Intersection Summary

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SR-5/US-1	III	30	7.4	57.3	64.7	0.05	2.7	F
Fronton Boulevard	III	30	40.2	6.7	46.9	0.32	24.3	B
SE 5th Avenue	III	40	22.3	21.3	43.6	0.19	16.0	D
Total	III		69.9	85.3	155.2	0.56	12.9	E

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Arterial Class	Flow Speed	Running Time	Signal Delay	Travel Time (s)	Dist (mi)	Arterial Speed	Arterial LOS
SE 5th Avenue	II	40	52.2	23.5	75.7	0.58	27.6	C
Fronton Boulevard	II	40	22.3	23.6	45.9	0.19	15.2	E
SR-5/US-1	II	30	40.2	40.9	81.1	0.32	14.0	E
Total	II		114.7	88.0	202.7	1.09	19.4	D

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	3:45	3:45	3:45	3:45	3:45	3:45	3:45
End Time	5:00	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	4788	4852	4813	4860	4768	4926	4863
Vehs Exited	4613	4714	4721	4767	4666	4801	4758
Starting Vehs	199	229	242	197	162	173	175
Ending Vehs	374	367	334	290	264	298	280
Denied Entry Before	0	0	3	1	0	0	2
Denied Entry After	1	11	198	63	1	24	62
Travel Distance (mi)	2651	2681	2714	2721	2687	2763	2724
Travel Time (hr)	263.7	299.3	370.2	281.2	195.9	229.3	285.2
Total Delay (hr)	177.3	212.1	282.3	192.4	107.8	139.2	196.6
Total Stops	7420	7957	7359	7499	6474	6986	7297
Fuel Used (gal)	131.4	140.6	159.1	138.2	116.8	128.1	141.0

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	3:45	3:45	3:45	3:45
End Time	5:00	5:00	5:00	5:00
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	4776	4855	4930	4839
Vehs Exited	4696	4727	4735	4719
Starting Vehs	196	189	246	198
Ending Vehs	276	317	441	322
Denied Entry Before	1	1	0	0
Denied Entry After	111	133	110	71
Travel Distance (mi)	2695	2731	2747	2711
Travel Time (hr)	234.7	337.6	383.8	288.1
Total Delay (hr)	146.5	248.7	294.8	199.8
Total Stops	6765	7326	8394	7344
Fuel Used (gal)	127.2	152.4	161.9	139.7

Interval #0 Information Seeding

Start Time	3:45
End Time	4:00
Total Time (min)	15

Volumes adjusted by Growth Factors.

No data recorded this interval.

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	4788	4852	4813	4860	4768	4926	4863
Vehs Exited	4613	4714	4721	4767	4666	4801	4758
Starting Vehs	199	229	242	197	162	173	175
Ending Vehs	374	367	334	290	264	298	280
Denied Entry Before	0	0	3	1	0	0	2
Denied Entry After	1	11	198	63	1	24	62
Travel Distance (mi)	2651	2681	2714	2721	2687	2763	2724
Travel Time (hr)	263.7	299.3	370.2	281.2	195.9	229.3	285.2
Total Delay (hr)	177.3	212.1	282.3	192.4	107.8	139.2	196.6
Total Stops	7420	7957	7359	7499	6474	6986	7297
Fuel Used (gal)	131.4	140.6	159.1	138.2	116.8	128.1	141.0

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	4776	4855	4930	4839
Vehs Exited	4696	4727	4735	4719
Starting Vehs	196	189	246	198
Ending Vehs	276	317	441	322
Denied Entry Before	1	1	0	0
Denied Entry After	111	133	110	71
Travel Distance (mi)	2695	2731	2747	2711
Travel Time (hr)	234.7	337.6	383.8	288.1
Total Delay (hr)	146.5	248.7	294.8	199.8
Total Stops	6765	7326	8394	7344
Fuel Used (gal)	127.2	152.4	161.9	139.7

1: Gulfstream Road & E Dania Beach Boulevard/E Dania Beach Blvd Performance by movement

Movement	EBU	EBL	EBT	WBU	WBT	WBR	SBL	SBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.0	0.0	0.0		0.2	0.1	0.1	0.2	0.1
Total Delay (hr)	0.0	0.2	0.4	0.0	0.2	0.0	0.1	0.1	1.2
Total Del/Veh (s)	9.5	8.9	3.9		1.1	0.7	17.1	6.3	3.0
Stop Delay (hr)	0.0	0.1	0.1	0.0	0.0	0.0	0.1	0.1	0.4
Stop Del/Veh (s)	6.1	4.2	0.6		0.0	0.0	14.8	5.5	1.1
Travel Time (hr)	0.1	0.7	3.0	0.0	6.5	0.3	0.3	0.5	11.4
Avg Speed (mph)	25	25	33	29	38	34	13	18	34
Vehicles Entered	11	73	403	0	759	28	30	77	1381
Vehicles Exited	11	72	398	0	759	28	30	77	1375
Hourly Exit Rate	11	72	398	0	759	28	30	77	1375
Input Volume	11	76	400	1	757	26	33	73	1377
% of Volume	100	95	100	0	100	108	91	105	100
Denied Entry Before	0	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	0	0	0
Density (ft/veh)									860

2: SE 5th Avenue & E Dania Beach Boulevard Performance by movement

Movement	EBU	EBT	EBR	WBU	WBL	WBT	NBL	NBR	All
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.6	0.1	0.7
Denied Del/Veh (s)	0.0	0.0	0.0	0.7	0.2	0.0	6.6	3.8	1.2
Total Delay (hr)	0.5	2.7	0.7	0.0	0.4	4.8	2.1	0.1	11.4
Total Del/Veh (s)	19.5	18.3	14.0	29.7	17.8	20.9	23.3	4.6	19.2
Stop Delay (hr)	0.5	2.0	0.6	0.0	0.3	3.5	1.9	0.1	8.8
Stop Del/Veh (s)	17.6	13.7	10.6	26.8	14.1	15.4	20.2	4.3	14.9
Travel Time (hr)	1.1	5.2	1.9	0.0	1.0	9.9	3.5	0.4	23.2
Avg Speed (mph)	16	17	18	17	20	20	7	14	17
Vehicles Entered	93	517	182	2	82	812	328	85	2101
Vehicles Exited	93	522	184	2	81	814	325	85	2106
Hourly Exit Rate	93	522	184	2	81	814	325	85	2106
Input Volume	96	523	188	3	81	807	336	82	2116
% of Volume	97	100	98	67	100	101	97	104	100
Denied Entry Before	0	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	4	1	5
Density (ft/veh)									440

3: Fronton Boulevard & E Dania Beach Boulevard Performance by movement

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Denied Del/Veh (s)	0.6	0.7	0.0	0.1	0.0	0.0	0.0	0.0	0.2	0.1	0.1	0.1
Total Delay (hr)	0.2	0.7	1.0	0.0	0.0	0.3	16.7	3.6	0.0	0.4	0.1	0.1
Total Del/Veh (s)	29.8	21.7	6.2	4.3	22.8	31.5	57.5	78.6	27.7	40.2	26.6	6.0
Stop Delay (hr)	0.2	0.6	0.6	0.0	0.0	0.2	14.0	3.3	0.0	0.4	0.1	0.1
Stop Del/Veh (s)	28.0	18.4	3.6	2.8	17.0	24.1	48.2	73.4	27.2	38.6	23.9	5.7
Travel Time (hr)	0.4	1.8	6.7	0.3	0.0	0.5	22.2	4.6	0.0	0.5	0.1	0.2
Avg Speed (mph)	15	17	24	23	15	13	9	7	3	2	3	8
Vehicles Entered	21	106	570	29	1	30	1039	162	4	37	10	47
Vehicles Exited	20	106	564	28	1	30	999	155	5	38	10	47
Hourly Exit Rate	20	106	564	28	1	30	999	155	5	38	10	47
Input Volume	22	112	580	31	1	32	1044	163	5	41	9	44
% of Volume	91	95	97	90	100	94	96	95	100	93	111	107
Denied Entry Before	0	0	0	0	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	0	0	0	0	0	0
Density (ft/veh)												

3: Fronton Boulevard & E Dania Beach Boulevard Performance by movement

Movement	SBL	SBT	SBR	All
Denied Delay (hr)	0.2	0.0	0.0	0.2
Denied Del/Veh (s)	3.7	0.5	0.2	0.3
Total Delay (hr)	1.8	0.1	0.4	25.3
Total Del/Veh (s)	35.8	26.0	20.1	39.0
Stop Delay (hr)	1.7	0.1	0.4	21.6
Stop Del/Veh (s)	33.0	23.0	19.9	33.2
Travel Time (hr)	2.4	0.1	0.6	40.3
Avg Speed (mph)	4	5	6	11
Vehicles Entered	178	14	73	2321
Vehicles Exited	180	15	74	2272
Hourly Exit Rate	180	15	74	2272
Input Volume	182	15	73	2354
% of Volume	99	100	101	97
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0
Density (ft/veh)				290

4: SR-5/US-1 & E Dania Beach Boulevard Performance by movement

Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Denied Delay (hr)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.6	24.7	1.9	0.0	0.5
Denied Del/Veh (s)	0.3	0.5	0.5	0.0	0.0	0.0	0.0	82.2	77.0	79.6	4.6	5.1
Total Delay (hr)	1.0	1.9	0.2	0.2	3.1	5.3	42.8	1.1	52.8	3.7	0.0	8.8
Total Del/Veh (s)	55.8	53.0	37.9	63.4	74.7	70.2	203.6	147.4	168.2	159.6	76.1	81.4
Stop Delay (hr)	0.9	1.8	0.2	0.1	2.6	4.4	38.6	1.0	45.7	3.2	0.0	7.9
Stop Del/Veh (s)	53.4	48.9	36.0	53.5	62.8	58.7	184.0	128.2	145.3	139.3	71.8	73.7
Travel Time (hr)	1.1	2.1	0.3	0.3	4.6	7.9	50.8	1.9	84.9	6.1	0.0	10.8
Avg Speed (mph)	2	2	3	10	10	10	4	4	4	4	3	4
Vehicles Entered	62	126	22	8	141	261	721	26	1099	80	1	376
Vehicles Exited	64	128	22	8	144	266	700	26	1047	75	1	373
Hourly Exit Rate	64	128	22	8	144	266	700	26	1047	75	1	373
Input Volume	63	125	21	9	149	272	750	27	1158	83	2	378
% of Volume	102	102	105	89	97	98	93	96	90	90	50	99
Denied Entry Before	0	0	0	0	0	0	0	0	0	0	0	0
Denied Entry After	0	0	0	0	0	0	0	2	58	4	0	1
Density (ft/veh)												

4: SR-5/US-1 & E Dania Beach Boulevard Performance by movement

Movement	SBT	SBR	All
Denied Delay (hr)	1.0	0.0	28.8
Denied Del/Veh (s)	3.2	3.0	24.9
Total Delay (hr)	8.4	0.2	129.4
Total Del/Veh (s)	26.0	22.9	110.4
Stop Delay (hr)	6.3	0.1	112.9
Stop Del/Veh (s)	19.5	18.2	96.3
Travel Time (hr)	13.8	0.3	185.0
Avg Speed (mph)	10	10	5
Vehicles Entered	1160	27	4110
Vehicles Exited	1142	27	4023
Hourly Exit Rate	1142	27	4023
Input Volume	1143	30	4210
% of Volume	100	90	96
Denied Entry Before	0	0	0
Denied Entry After	1	0	66
Density (ft/veh)			66

9: External Performance by approach

Approach	EB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.1	0.1
Total Del/Veh (s)	1.2	1.2
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.0	0.0
Travel Time (hr)	4.8	4.8
Avg Speed (mph)	29	29
Vehicles Entered	413	413
Vehicles Exited	414	414
Hourly Exit Rate	414	414
Input Volume	419	419
% of Volume	99	99
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

11: External Performance by approach

Approach	WB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.1	0.1
Total Del/Veh (s)	1.5	1.5
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.1	0.1
Travel Time (hr)	0.7	0.7
Avg Speed (mph)	23	23
Vehicles Entered	274	274
Vehicles Exited	274	274
Hourly Exit Rate	274	274
Input Volume	280	280
% of Volume	98	98
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

16: External Performance by approach

Approach	NB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.6	0.6
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.2	0.2
Travel Time (hr)	0.5	0.5
Avg Speed (mph)	25	25
Vehicles Entered	99	99
Vehicles Exited	99	99
Hourly Exit Rate	99	99
Input Volume	102	102
% of Volume	97	97
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

17: External Performance by approach

Approach	NB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.6	0.6
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.2	0.2
Travel Time (hr)	0.8	0.8
Avg Speed (mph)	20	20
Vehicles Entered	272	272
Vehicles Exited	272	272
Hourly Exit Rate	272	272
Input Volume	284	284
% of Volume	96	96
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

18: External Performance by approach

Approach	SB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.7	0.7
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.3	0.3
Travel Time (hr)	0.2	0.2
Avg Speed (mph)	18	18
Vehicles Entered	78	78
Vehicles Exited	78	78
Hourly Exit Rate	78	78
Input Volume	83	83
% of Volume	94	94
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

21: External Performance by approach

Approach	SB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	0.0	0.0
Total Del/Veh (s)	0.5	0.5
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.3	0.3
Travel Time (hr)	0.9	0.9
Avg Speed (mph)	20	20
Vehicles Entered	266	266
Vehicles Exited	266	266
Hourly Exit Rate	266	266
Input Volume	269	269
% of Volume	99	99
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

22: External Performance by approach

Approach	NB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	1.2	1.2
Total Del/Veh (s)	2.4	2.4
Stop Delay (hr)	0.1	0.1
Stop Del/Veh (s)	0.1	0.1
Travel Time (hr)	9.5	9.5
Avg Speed (mph)	24	24
Vehicles Entered	1811	1811
Vehicles Exited	1822	1822
Hourly Exit Rate	1822	1822
Input Volume	1973	1973
% of Volume	92	92
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

23: External Performance by approach

Approach	SB	All
Denied Delay (hr)	0.0	0.0
Denied Del/Veh (s)	0.0	0.0
Total Delay (hr)	1.1	1.1
Total Del/Veh (s)	2.9	2.9
Stop Delay (hr)	0.0	0.0
Stop Del/Veh (s)	0.0	0.0
Travel Time (hr)	10.9	10.9
Avg Speed (mph)	26	26
Vehicles Entered	1308	1308
Vehicles Exited	1312	1312
Hourly Exit Rate	1312	1312
Input Volume	1313	1313
% of Volume	100	100
Denied Entry Before	0	0
Denied Entry After	0	0
Density (ft/veh)		

Total Network Performance

Denied Delay (hr)	29.8
Denied Del/Veh (s)	21.9
Total Delay (hr)	170.0
Total Del/Veh (s)	121.4
Stop Delay (hr)	143.9
Stop Del/Veh (s)	102.8
Travel Time (hr)	288.1
Avg Speed (mph)	10
Vehicles Entered	4839
Vehicles Exited	4719
Hourly Exit Rate	4719
Input Volume	14780
% of Volume	32
Denied Entry Before	0
Denied Entry After	71
Density (ft/veh)	161

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Node	Delay (s/veh)	Travel time (s)	Dist (mi)	Arterial Speed	Run 1 Speed	Run 1 Delay
SR-5/US-1	4	53.0	58.1	0.0	3	3	52.7
Fronton Boulevard	3	5.7	33.5	0.3	34	33	7.1
SE 5th Avenue	2	15.4	31.5	0.2	22	23	14.2
Gulfstream Road	1	4.6	26.9	0.3	34	34	4.4
Total		78.6	150.0	0.8	20	19	78.5

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Run 2 Speed	Run 2 Delay	Run 3 Speed	Run 3 Delay	Run 4 Speed	Run 4 Delay	Run 5 Speed
SR-5/US-1	3	52.9	3	49.3	3	52.3	3
Fronton Boulevard	33	7.0	35	4.5	34	5.6	34
SE 5th Avenue	23	14.7	23	15.1	21	17.1	21
Gulfstream Road	34	4.6	35	4.4	33	5.0	34
Total	19	79.2	20	73.2	19	80.0	19

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Run 5 Delay	Run 6 Speed	Run 6 Delay	Run 7 Speed	Run 7 Delay	Run 8 Speed	Run 8 Delay
SR-5/US-1	56.5	3	49.8	3	51.6	3	60.4
Fronton Boulevard	4.6	35	5.0	34	6.0	35	4.8
SE 5th Avenue	16.2	22	15.3	22	15.4	21	16.4
Gulfstream Road	4.6	34	4.6	34	4.7	33	4.9
Total	82.0	20	74.8	20	77.6	18	86.6

Arterial Level of Service: EB E Dania Beach Boulevard

Cross Street	Run 9 Speed	Run 9 Delay	Run 10 Speed	Run 10 Delay
SR-5/US-1	3	50.3	3	54.2
Fronton Boulevard	35	5.6	33	6.7
SE 5th Avenue	22	14.9	23	14.1
Gulfstream Road	35	4.2	34	4.5
Total	20	75.0	19	79.5

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Node	Delay (s/veh)	Travel time (s)	Dist (mi)	Arterial Speed	Run 1 Speed	Run 1 Delay
SE 5th Avenue	2	20.9	42.6	0.3	21	21	20.7
Fronton Boulevard	3	61.8	79.5	0.2	9	5	110.1
SR-5/US-1	4	70.1	103.4	0.3	11	9	89.4
Total		152.8	225.5	0.8	12	9	220.2

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Run 2 Speed	Run 2 Delay	Run 3 Speed	Run 3 Delay	Run 4 Speed	Run 4 Delay	Run 5 Speed
SE 5th Avenue	23	17.7	22	20.4	23	17.9	21
Fronton Boulevard	4	145.5	15	29.5	13	34.9	17
SR-5/US-1	8	101.7	11	70.6	11	73.4	13
Total	8	264.9	14	120.5	14	126.2	16

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Run 5 Delay	Run 6 Speed	Run 6 Delay	Run 7 Speed	Run 7 Delay	Run 8 Speed	Run 8 Delay
SE 5th Avenue	20.5	22	20.0	22	19.8	22	19.3
Fronton Boulevard	23.9	18	21.2	16	25.3	18	21.7
SR-5/US-1	55.2	14	50.8	11	66.7	15	40.5
Total	99.6	17	91.9	15	111.8	18	81.4

Arterial Level of Service: WB E Dania Beach Boulevard

Cross Street	Run 9 Speed	Run 9 Delay	Run 10 Speed	Run 10 Delay
SE 5th Avenue	24	16.6	16	34.1
Fronton Boulevard	13	34.8	4	156.0
SR-5/US-1	12	61.4	9	98.9
Total	15	112.8	8	289.0

Intersection: 1: Gulfstream Road & E Dania Beach Boulevard/E Dania Beach Blvd

Movement	EB	WB	WB	SB
Directions Served	UL	UL	TR	LTR
Maximum Queue (ft)	88	3	4	99
Average Queue (ft)	32	0	0	41
95th Queue (ft)	69	3	3	75
Link Distance (ft)			1701	629
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	200	200		
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: SE 5th Avenue & E Dania Beach Boulevard

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB
Directions Served	UL	T	T	TR	UL	T	T	T	UL	R
Maximum Queue (ft)	106	131	154	222	117	194	213	206	262	137
Average Queue (ft)	43	67	72	108	41	103	111	103	134	27
95th Queue (ft)	85	114	126	185	85	175	188	186	226	104
Link Distance (ft)		950	950	950		1267	1267	1267		304
Upstream Blk Time (%)									0	1
Queuing Penalty (veh)									0	0
Storage Bay Dist (ft)	250				240				238	
Storage Blk Time (%)						1			2	0
Queuing Penalty (veh)						0			2	0

Intersection: 3: Fronton Boulevard & E Dania Beach Boulevard

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB	SB
Directions Served	UL	T	T	TR	UL	T	T	TR	UL	TR	UL	T
Maximum Queue (ft)	141	94	94	129	152	479	502	535	90	73	160	164
Average Queue (ft)	60	36	29	43	44	239	249	279	34	30	98	18
95th Queue (ft)	113	79	73	101	178	617	631	653	74	61	155	96
Link Distance (ft)		1579	1579	1579		950	950	950	133	133		256
Upstream Blk Time (%)						1	1	2	0			0
Queuing Penalty (veh)						3	4	7	0			0
Storage Bay Dist (ft)	280				240						121	
Storage Blk Time (%)						15					5	0
Queuing Penalty (veh)						5					1	0

Intersection: 3: Fronton Boulevard & E Dania Beach Boulevard

Movement	SB
Directions Served	R
Maximum Queue (ft)	103
Average Queue (ft)	32
95th Queue (ft)	76
Link Distance (ft)	256
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: SR-5/US-1 & E Dania Beach Boulevard

Movement	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	UL	TR	UL	T	R	UL	T	TR	UL	T	TR
Maximum Queue (ft)	135	212	305	1521	1602	282	1101	1089	370	606	569
Average Queue (ft)	55	117	115	943	1282	57	918	898	319	393	336
95th Queue (ft)	114	202	222	1873	1907	224	1287	1289	422	638	551
Link Distance (ft)	204	204		1579	1579		1069	1069		578	578
Upstream Blk Time (%)	0	2		4	13		38	38		10	0
Queuing Penalty (veh)	0	0		25	76		0	0		0	0
Storage Bay Dist (ft)			169			240			322		
Storage Blk Time (%)			3	10			65		21	4	
Queuing Penalty (veh)			7	17			17		118	15	

Network Summary

Network wide Queuing Penalty: 298

APPENDIX G

Historic Growth Rate Data & Analysis

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2020 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 0080 - SR A1A / DANIA BCH BLVD - E OF SR 5/US 1

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2020	18400 C	E 9400	W 9000	9.00	53.50	7.00
2019	19900 C	E 8900	W 11000	9.00	54.70	5.20
2018	15700 C	E 7700	W 8000	9.00	54.10	5.20
2017	16300 C	E 8000	W 8300	9.00	53.80	5.20
2016	16700 C	E 8100	W 8600	9.00	55.20	8.70
2015	18500 C	E 8600	W 9900	9.00	54.90	8.70
2014	20700 C	E 11000	W 9700	9.00	54.50	8.70
2013	19100 C	E 8600	W 10500	9.00	54.60	4.50
2012	20000 C	E 10500	W 9500	9.00	55.00	4.50
2011	18500 C	E 10000	W 8500	9.00	54.50	2.30
2010	19800 C	E 9300	W 10500	9.37	54.06	2.30
2009	20700 C	E 9700	W 11000	9.31	53.74	2.30
2008	19200 C	E 10000	W 9200	9.70	54.48	8.20
2007	22000 C	E 11000	W 11000	9.10	53.47	8.20
2006	20400 C	E 9900	W 10500	9.48	53.59	2.90
2005	20000 C	E 9500	W 10500	10.60	58.90	5.20

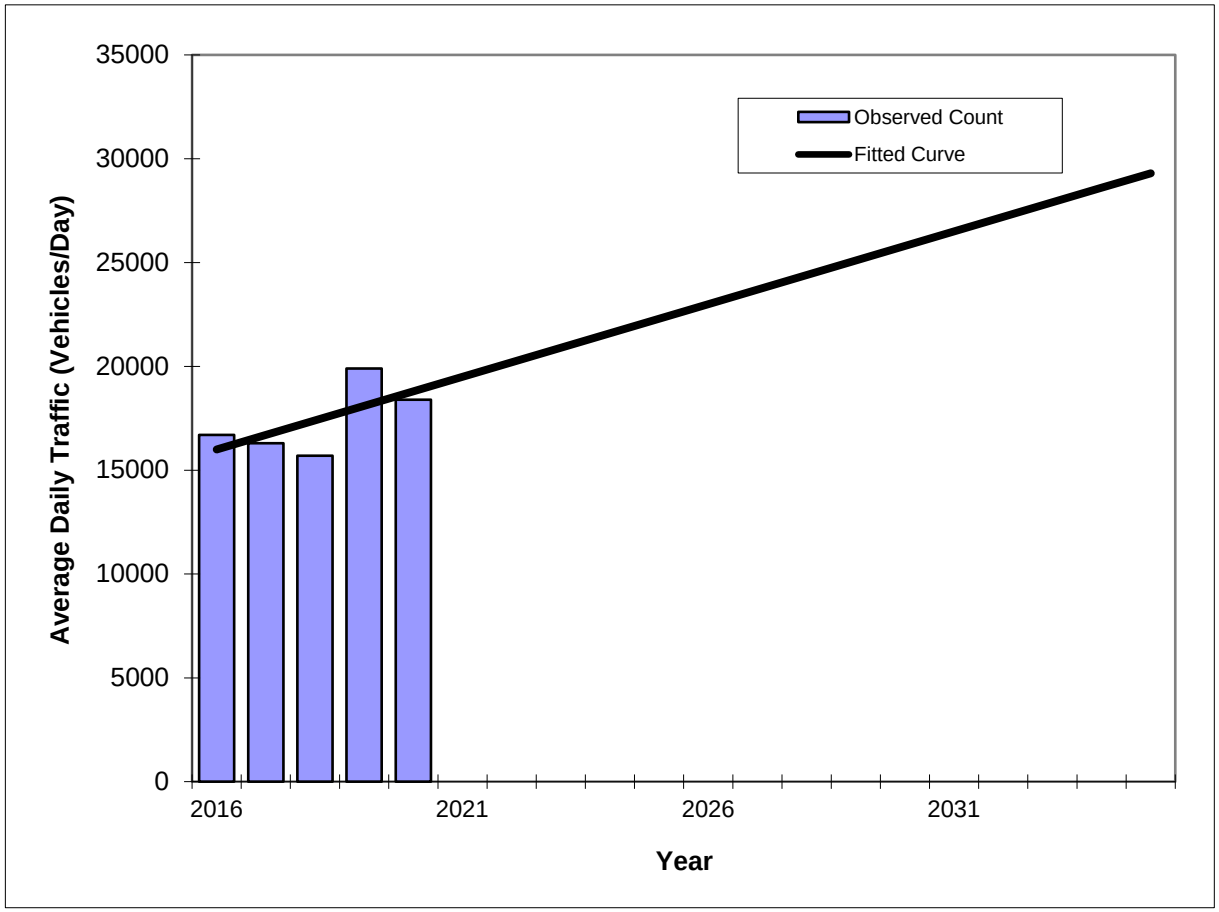
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

DANIA BEACH BLVD --

FIN#	**1234**
Location	**1**

County:	Broward (86)
Station #:	0080
Highway:	DANIA BEACH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2016	16700	16000
2017	16300	16700
2018	15700	17400
2019	19900	18100
2020	18400	18800
2021 Opening Year Trend		
2021	N/A	19500
2023 Mid-Year Trend		
2023	N/A	20900
2025 Design Year Trend		
2025	N/A	22300
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	700
Trend R-squared:	41.39%
Trend Annual Historic Growth Rate:	4.38%
Trend Growth Rate (2020 to Design Year):	3.72%
Printed:	1-Dec-21

Straight Line Growth Option

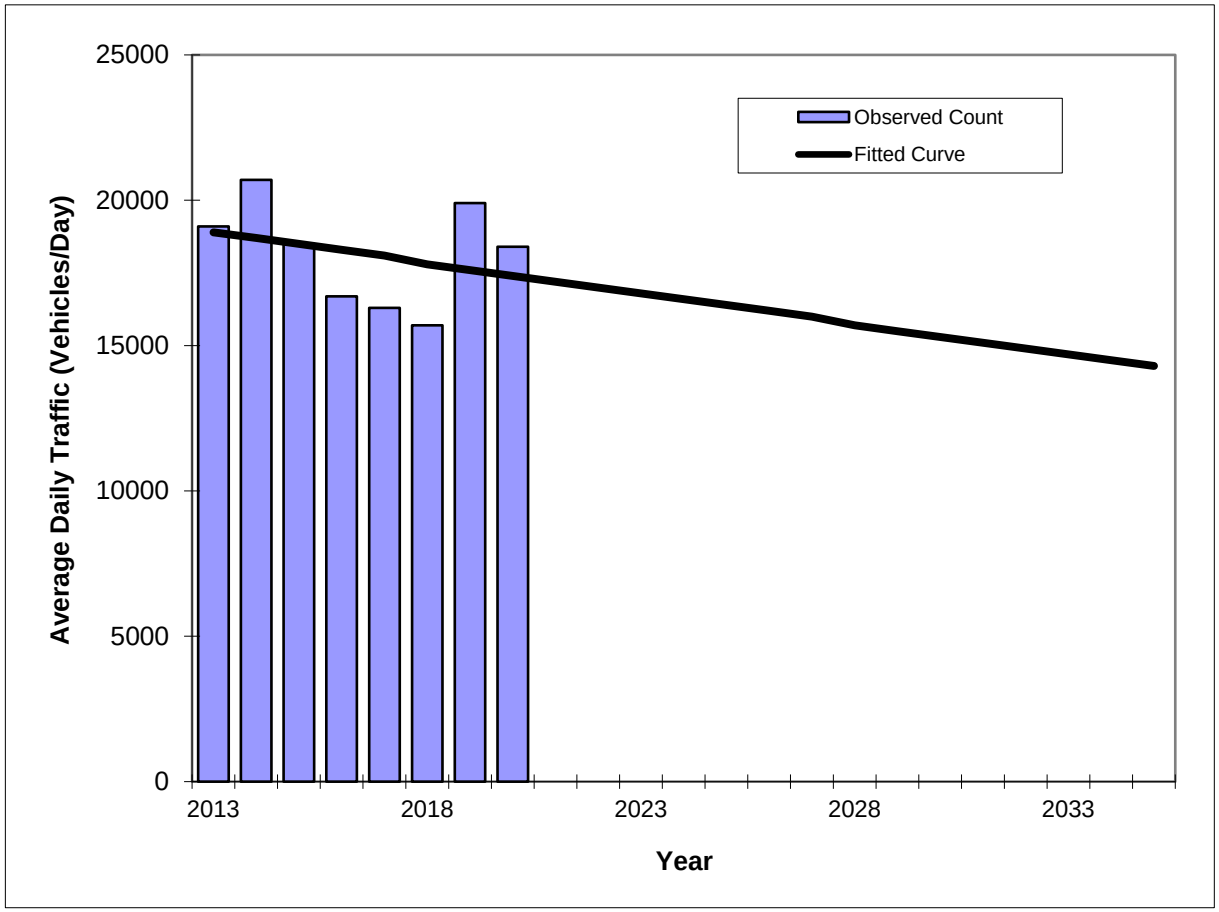
*Axle-Adjusted

Traffic Trends - V03.a

DANIA BEACH BLVD --

FIN#	**1234**
Location	**1**

County:	Broward (86)
Station #:	0080
Highway:	DANIA BEACH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2013	19100	18900
2014	20700	18700
2015	18500	18500
2016	16700	18300
2017	16300	18100
2018	15700	17800
2019	19900	17600
2020	18400	17400
2021 Opening Year Trend		
2021	N/A	17200
2023 Mid-Year Trend		
2023	N/A	16800
2025 Design Year Trend		
2025	N/A	16400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-211
Trend R-squared:	8.41%
Trend Annual Historic Growth Rate:	-1.13%
Trend Growth Rate (2020 to Design Year):	-1.15%
Printed:	1-Dec-21

Straight Line Growth Option

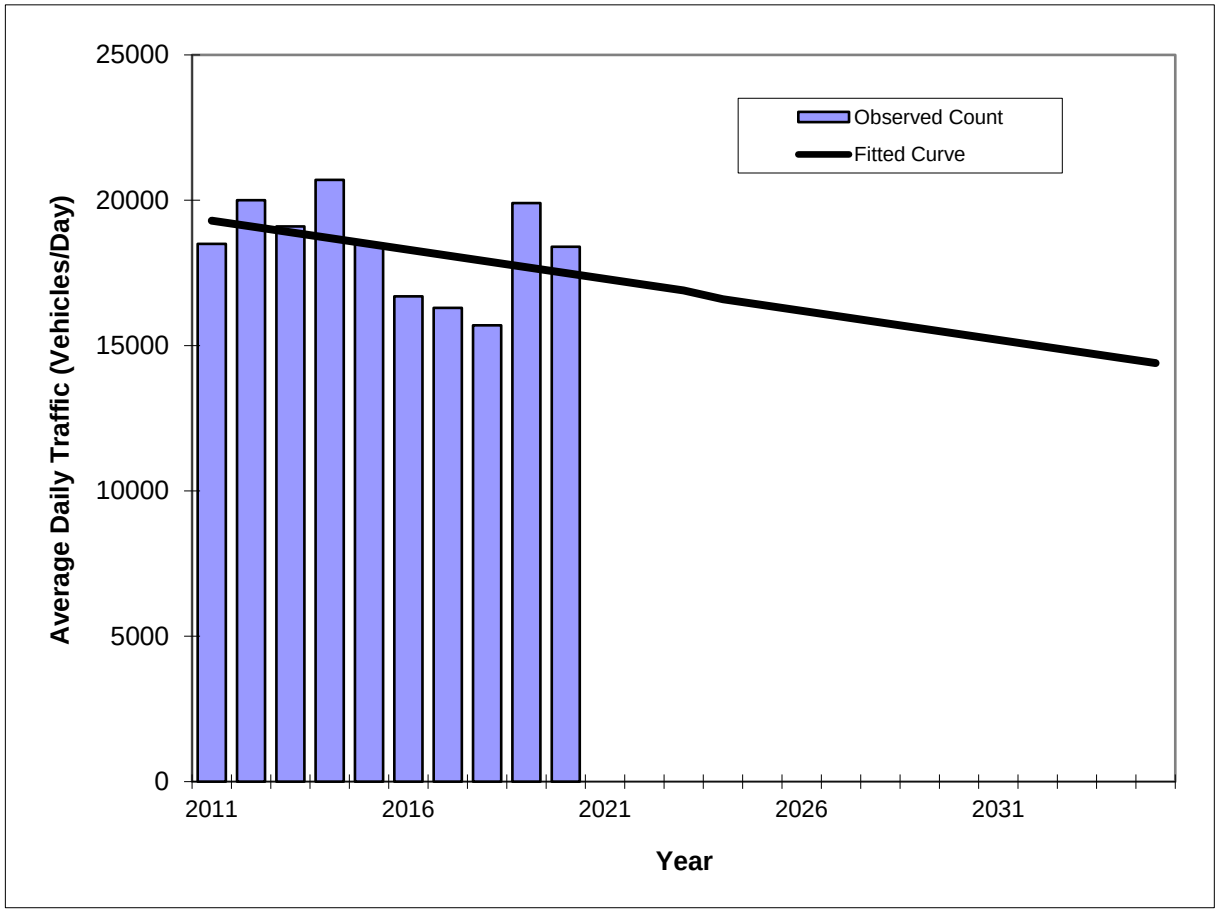
*Axle-Adjusted

Traffic Trends - V03.a

DANIA BEACH BLVD --

FIN#	**1234**
Location	**1**

County:	Broward (86)
Station #:	0080
Highway:	DANIA BEACH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2011	18500	19300
2012	20000	19100
2013	19100	18900
2014	20700	18700
2015	18500	18500
2016	16700	18300
2017	16300	18100
2018	15700	17900
2019	19900	17700
2020	18400	17500
2021 Opening Year Trend		
2021	N/A	17300
2023 Mid-Year Trend		
2023	N/A	16900
2025 Design Year Trend		
2025	N/A	16400
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	-204
Trend R-squared:	13.58%
Trend Annual Historic Growth Rate:	-1.04%
Trend Growth Rate (2020 to Design Year):	-1.26%
Printed:	1-Dec-21

Straight Line Growth Option

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2020 HISTORICAL AADT REPORT

COUNTY: 86 - BROWARD

SITE: 0136 - SR A1A / DANIA BCH BLVD - W OF ICWW BRIDGE C-41

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2020	8900 F	E 4400	W 4500	9.00	53.50	2.50
2019	9300 C	E 4600	W 4700	9.00	54.70	2.50
2018	9700 C	E 4900	W 4800	9.00	54.10	3.00
2017	10900 C	E 5800	W 5100	9.00	53.80	2.80
2016	8900 F	E 4300	W 4600	9.00	55.20	3.90
2015	8700 C	E 4200	W 4500	9.00	54.90	2.60
2014	10300 C	E 4900	W 5400	9.00	54.50	2.60
2013	12200 C	E 5600	W 6600	9.00	54.60	2.60
2012	15800 C	E 7400	W 8400	9.00	55.00	4.80
2011	12300 C	E 6200	W 6100	9.00	54.50	4.80
2010	10700 C	E 5600	W 5100	9.37	54.06	4.80
2009	12100 C	E 6100	W 6000	9.31	53.74	4.20
2008	11900 C	E 5700	W 6200	9.70	54.48	4.20
2007	11700 C	E 5500	W 6200	9.10	53.47	3.90
2006	11900 C	E 5900	W 6000	9.48	53.59	3.50
2005	10900 C	E 5400	W 5500	10.60	58.90	4.10

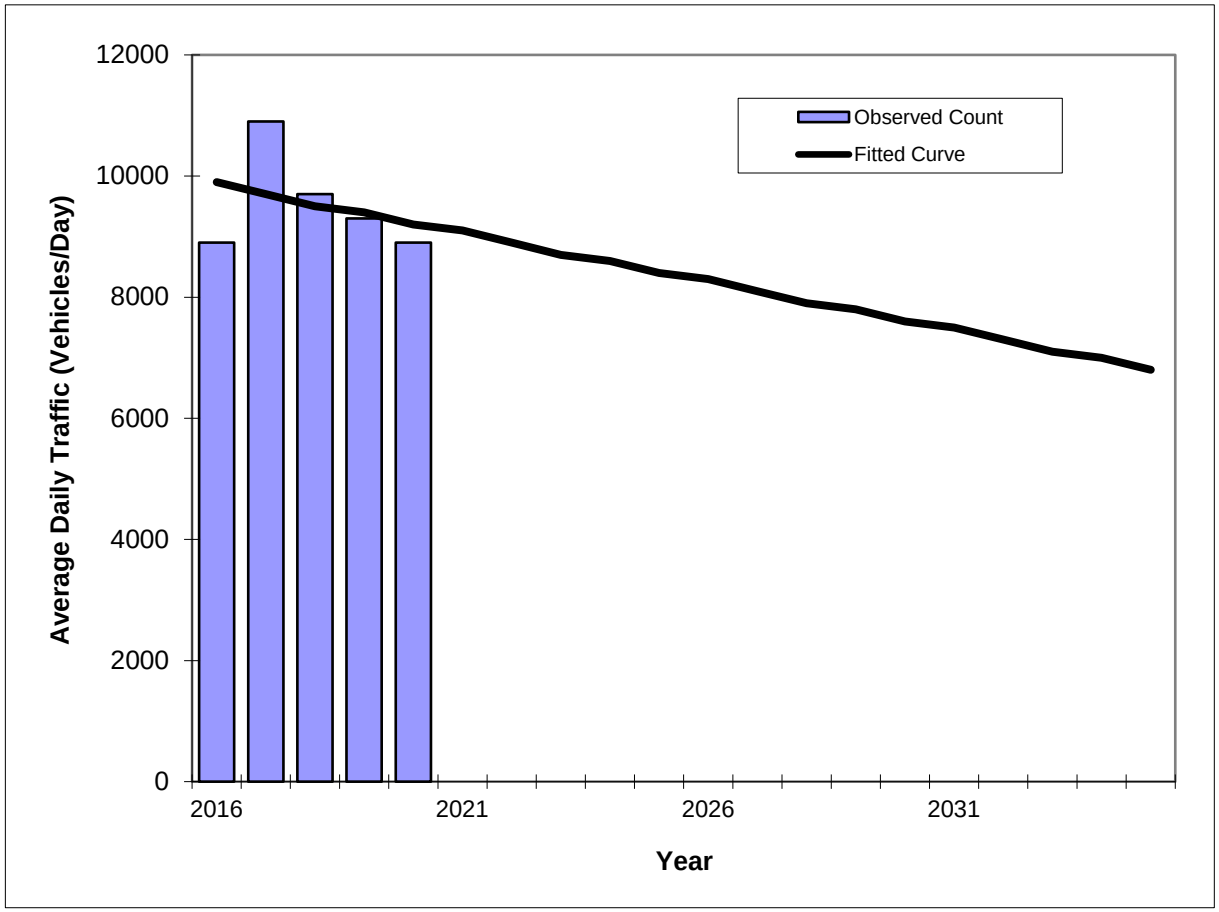
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

DANIA BEACH BLVD --

FIN#	**1234**
Location	**1**

County:	Broward (86)
Station #:	0136
Highway:	DANIA BEACH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2016	8900	9900
2017	10900	9700
2018	9700	9500
2019	9300	9400
2020	8900	9200
2021 Opening Year Trend		
2021	N/A	9100
2023 Mid-Year Trend		
2023	N/A	8700
2025 Design Year Trend		
2025	N/A	8400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-160
Trend R-squared:	9.30%
Trend Annual Historic Growth Rate:	-1.77%
Trend Growth Rate (2020 to Design Year):	-1.74%
Printed:	1-Dec-21

Straight Line Growth Option

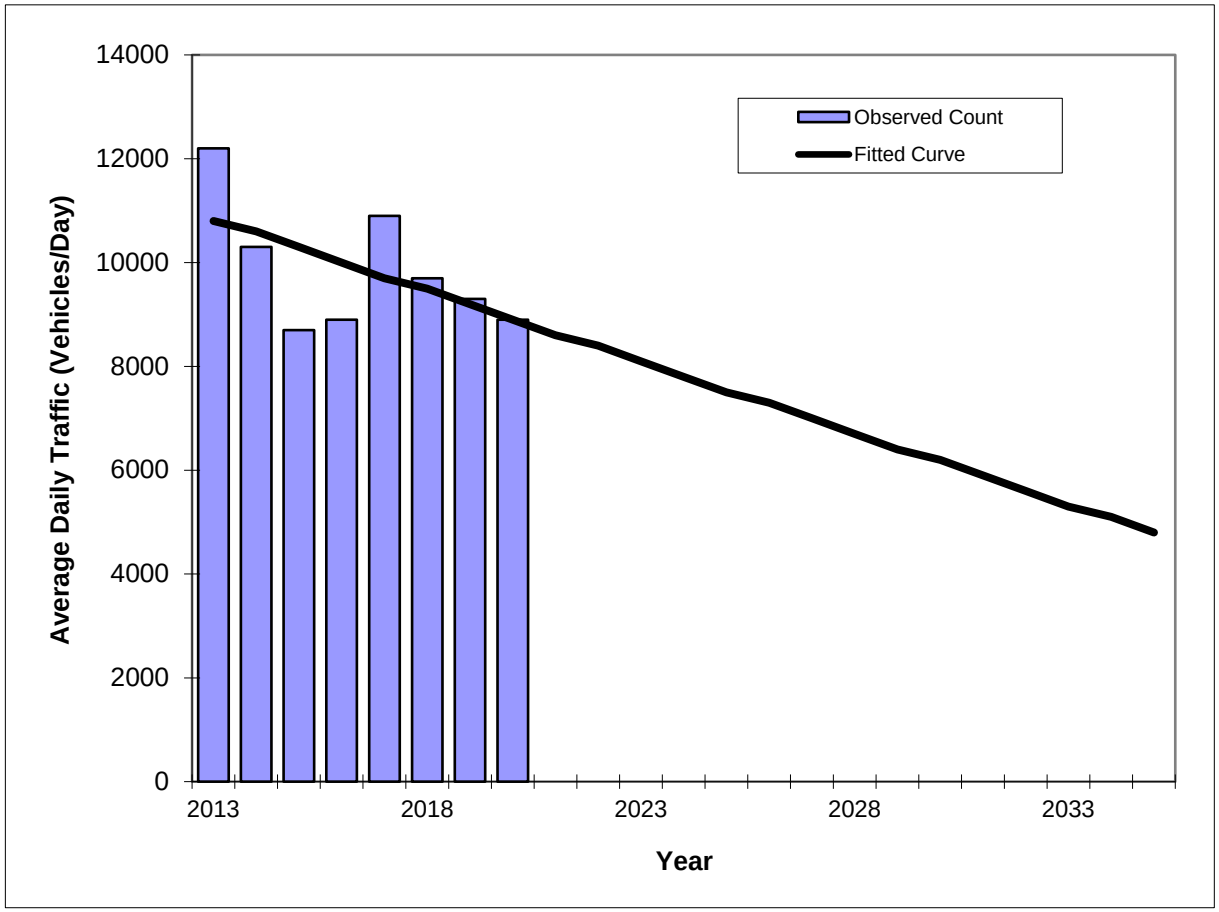
*Axle-Adjusted

Traffic Trends - V03.a

DANIA BEACH BLVD --

FIN#	**1234**
Location	**1**

County:	Broward (86)
Station #:	0136
Highway:	DANIA BEACH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2013	12200	10800
2014	10300	10600
2015	8700	10300
2016	8900	10000
2017	10900	9700
2018	9700	9500
2019	9300	9200
2020	8900	8900
2021 Opening Year Trend		
2021	N/A	8600
2023 Mid-Year Trend		
2023	N/A	8100
2025 Design Year Trend		
2025	N/A	7500
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-275
Trend R-squared:	30.90%
Trend Annual Historic Growth Rate:	-2.51%
Trend Growth Rate (2020 to Design Year):	-3.15%
Printed:	1-Dec-21

Straight Line Growth Option

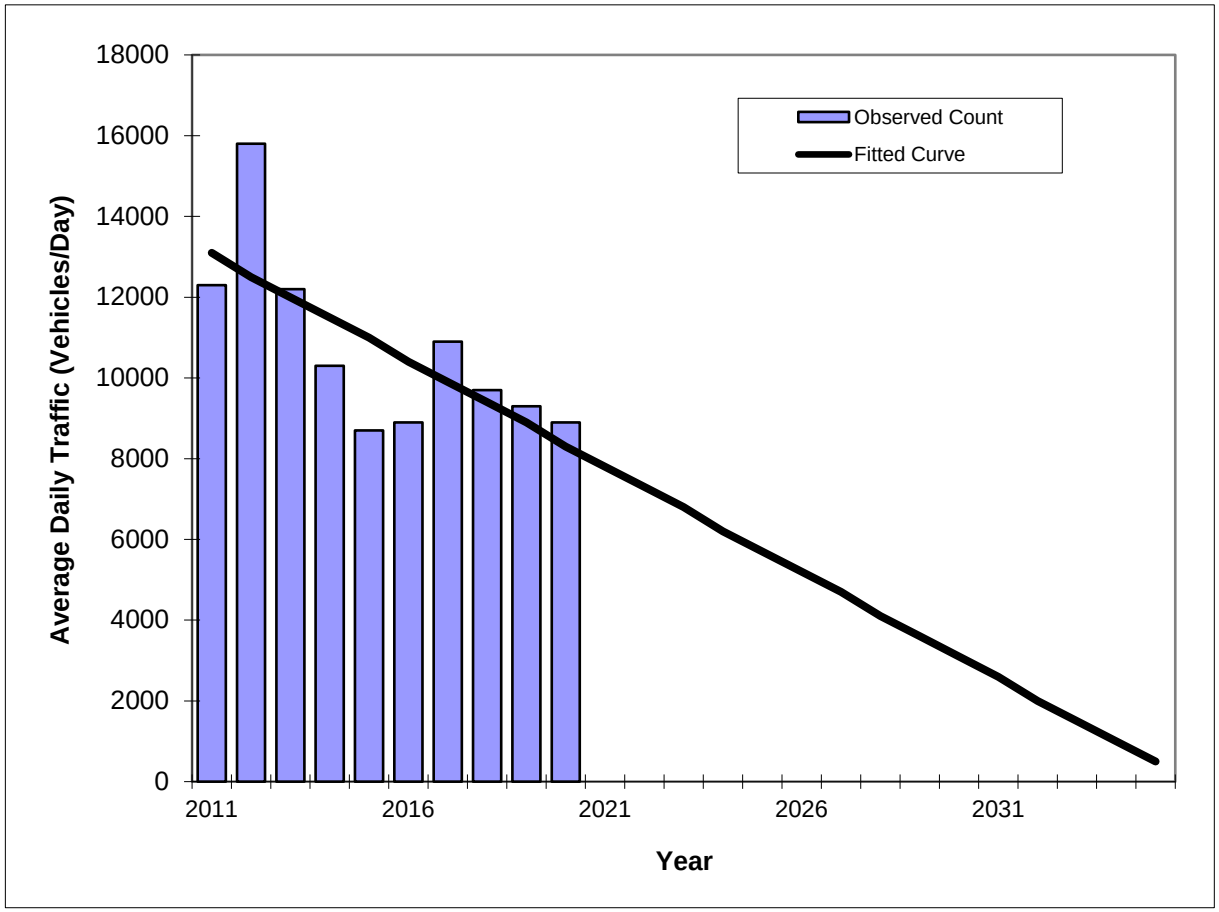
*Axle-Adjusted

Traffic Trends - V03.a

DANIA BEACH BLVD --

FIN#	**1234**
Location	**1**

County:	Broward (86)
Station #:	0136
Highway:	DANIA BEACH BLVD



Year	Traffic (ADT/AADT) Count*	Trend**
2011	12300	13100
2012	15800	12500
2013	12200	12000
2014	10300	11500
2015	8700	11000
2016	8900	10400
2017	10900	9900
2018	9700	9400
2019	9300	8900
2020	8900	8300
2021 Opening Year Trend		
2021	N/A	7800
2023 Mid-Year Trend		
2023	N/A	6800
2025 Design Year Trend		
2025	N/A	5700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	-525
Trend R-squared:	51.12%
Trend Annual Historic Growth Rate:	-4.07%
Trend Growth Rate (2020 to Design Year):	-6.27%
Printed:	1-Dec-21

Straight Line Growth Option

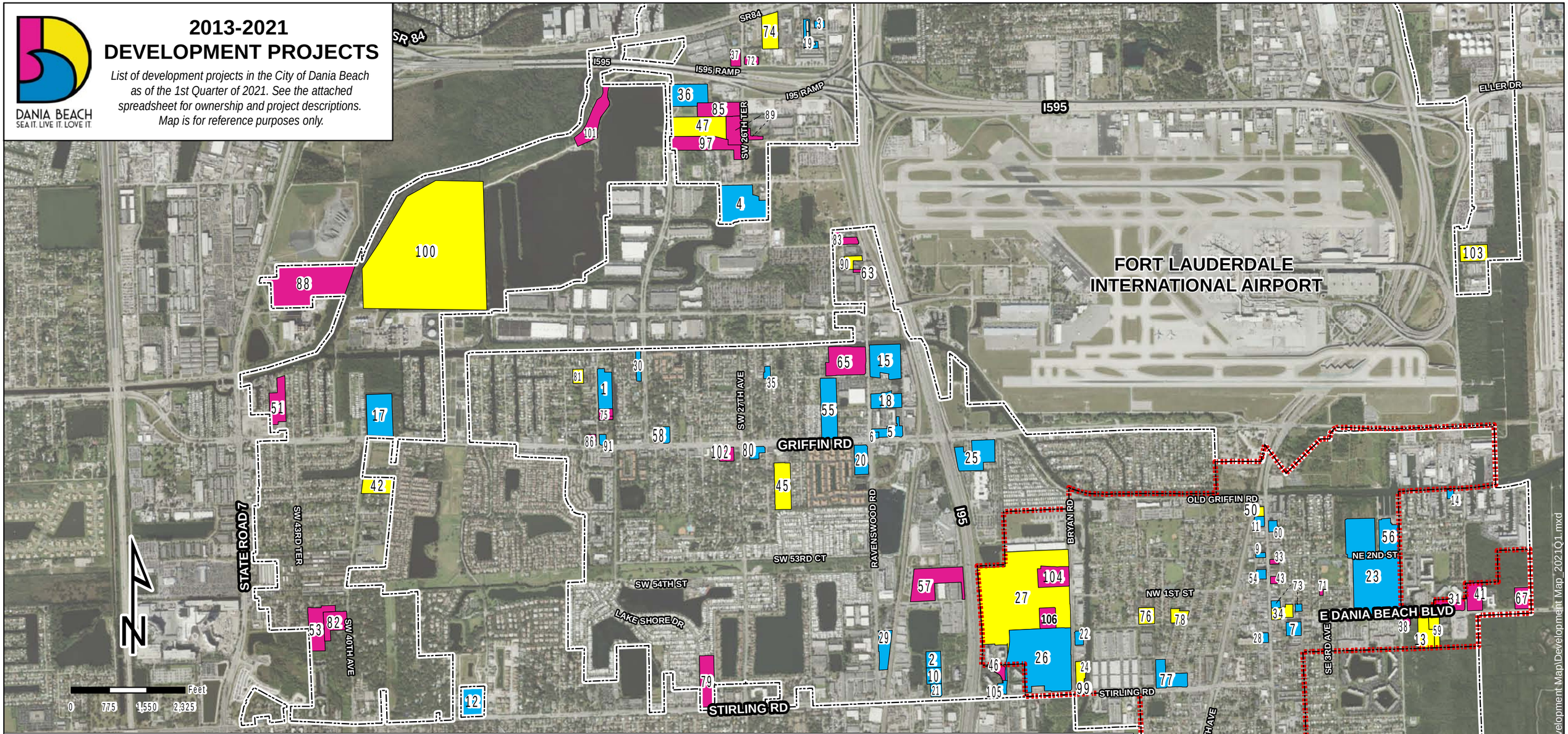
APPENDIX H

City of Dania Beach List of Development Projects & Net New Trip Information

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

2013-2021 DEVELOPMENT PROJECTS

List of development projects in the City of Dania Beach as of the 1st Quarter of 2021. See the attached spreadsheet for ownership and project descriptions. Map is for reference purposes only.



LEGEND

- CRA BOUNDARY
- CITY LIMIT

PERMITTED / CONSTRUCTED PROJECTS 2013-2021

- 1. 4430 SW 32 AVE
- 2. 141 SW 19 CT
- 3. 2901 RAVENSWOOD RD
- 4. 2650 SW 36 ST
- 5. 2071 GRIFFIN RD
- 6. 2091 GRIFFIN RD
- 7. 180 E DANIA BEACH BLVD
- 8. 401 E SHERIDAN ST
- 9. 205 N FEDERAL HWY
- 10. 161 SW 19 CT
- 11. 303 N FEDERAL HWY
- 12. SW 35 AVE & FOREST VIEW CIRCLE
- 14. 635 NE 3 TER
- 15. 4470 RAVENSWOOD RD
- 17. 4791 SW 39 WAY
- 18. 4550 RAVENSWOOD RD
- 19. 2960 SW 23 TER
- 20. 4801 RAVENSWOOD RD
- 21. 191 SW 19 CT
- 22. 50 S BRYAN RD
- 23. 301 E DANIA BEACH BLVD
- 25. 1825 GRIFFIN RD
- 26. 181 BRYAN ROAD
- 28. 28 S FEDERAL HWY
- 29. 5900 ANGLERS AVE
- 30. 4401 SW 30 WAY
- 35. 4485 SW 25 TER
- 36. SW 29 AVE
- 54. 129 N FEDERAL HWY
- 55. 2281 GRIFFIN RD
- 56. 441 NE 2 ST
- 58. 2911 GRIFFIN RD
- 60. 302 N FEDERAL HWY
- 73. 24 & 44 N FEDERAL HWY
- 77. 602 STIRLING RD
- 80. 2600 GRIFFIN RD
- 91. 3151 GRIFFIN RD
- 105. 1800 STIRLING RD

ANTICIPATED CONSTRUCTION 2018-2021

- 13. 560 E DANIA BEACH BLVD
- 24. 150 S BRYAN RD
- 27. 181 BRYAN ROAD
- 34. 14 NE 1 ST
- 42. 4980 SW 4 AVE
- 45. SW 25 AVE
- 47. 3400 SW 30 AVE
- 50. 321 N FEDERAL HWY
- 52. 1301 S FEDERAL HWY
- 59. 480 E DANIA BEACH BLVD
- 74. 2460 W STATE ROAD 84
- 76. 1105-1165 W DANIA BEACH BLVD
- 78. 705-815 W DANIA BEACH BLVD
- 81. 3242-3292 SW 44 STREET
- 90. 3998 SW 22 AVE
- 99. 150 S BRYAN RD
- 100. 3801 SW 43 CT
- 103. 1900 NE 7 AVE

APPROVED SITE PLAN FUTURE CONSTRUCTION

- 31. 601 E DANIA BEACH BLVD
- 33. 158 N FEDERAL HWY
- 37. 3001 SW 26 TER
- 38. 500 E DANIA BEACH BLVD
- 39. 2 W DIXIE HWY
- 41. 801 E DANIA BEACH BLVD
- 43. 118 N FEDERAL HWY
- 46. 121 S POINTE DRIVE
- 51. 4600-4607 SW 44TH AVE
- 53. 4200 SW 54 COURT
- 57. 2025 TIGERTAIL BLVD
- 61. 2800 S FEDERAL HWY
- 63. 4025 RAVENSWOOD RD
- 65. 2275 SW 45 ST
- 67. E DANIA BEACH BLVD
- 71. NE 2 CT
- 72. 2401 SW 31 ST
- 75. 4632-4686 SW 32 AVE
- 79. 2851 STIRLING RD
- 82. 5461-5525 SW 40 AVE
- 83. 3899 RAVENSWOOD RD
- 85. 3251 SW 26 TER
- 86. 3201 GRIFFIN RD
- 88. 4030 S STATE RD 7
- 89. SW 26 TER
- 97. 3500-3536 SW 30 AVE
- 101. 2980 W STATE RD 84
- 102. 2730-2750 GRIFFIN RD
- 104. 181 S BRYAN ROAD
- 106. N COMPASS WAY

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2013 - 2021
DEVELOPMENT PROJECTS
Updated January 2021

PERMITTED/CONSTRUCTED PROJECTS 2013-2021

MAP ID		PROPERTY OWNER	ADDRESS	USE	APPROVAL DATE	EXPIRATION DATE	RESOLUTION/ORDINANCE #	PROJECT NAME	DEVELOPMENT	
	1 .	ROCKLYN HOMES	4430 SW 32 AVE	MULTIFAMILY	9/27/2016	3/27/2018	R-2016-131	**AQUA BELLA**	55	DU
	2 .	D2HM INVESTMENTS LLC	141 SW 19 CT	HOTEL	10/26/2009	4/26/2011	Modification Approved Administratively	**CAMBRIA SUITES**	120	Rooms
	3 .	KRIPS FAMILY HOLDINGS INC	2901 RAVENSWOOD RD	WAREHOUSE	9/19/2012	3/19/2014	PZ-2012-003	**RAVENSWOOD WAREHOUSE**	7,000	SF
	4 .	MSG PORT 95 LLC	2650 SW 36 ST	WAREHOUSE	9/10/2013	3/10/2015	R-13-099	**BRIDGE PORT 95**	240,560	SF
	5 .	GRIFFIN ROAD THREE, LLC	2071 GRIFFIN ROAD	RESTAURANT	1/12/2016	7/12/2017	R-2016-005	**WENDY'S RESTAURANT**	3,400	SF
	6 .	SDS DEVELOPMENT AND TRUST LLC	2091 GRIFFIN RD	COMMERCIAL	1/21/2015	7/21/2016	PZ-2015-002	**DUNKIN DONUTS**	1,400	SF
	7 .	VILLAGE AT DANIA BEACH LLC	180 E DANIA BEACH BLVD	MULTIFAMILY	4/26/2016	10/26/2017	R-2016-049	**DANIA PLACE**	144	DU
	8 .	DDRM SHERIDAN SQUARE LLC	401 E SHERIDAN ST	COMMERCIAL	7/28/2015	1/28/2017	R-2015-076	**WALMART**	41,510	SF
	9 .	LUCKEYS MOTEL INC	205 N FEDERAL HWY	HOTEL	5/12/2009	11/12/2010	R-2009-078	**HOLIDAY INN**	75	Rooms
	10 .	DANIA BEACH MANAGEMENT INC	161 SW 19 CT	HOTEL	9/24/2013	3/24/2015	R-2013-112	**HOME 2 SUITES**	130	Rooms
	11 .	HOLOCAUST DOCUMENTATION CENTER	303 N FEDERAL HWY	MUSEUM	12/10/2013	6/10/2015	R-2013-149	**HOLOCAUST**	26,231	SF
	12 .	FOREST VIEW ESTATES, LLC	SW 35 AVE & FOREST VIEW CIRCLE	SINGLE-FAMILY	2/28/2017	8/28/2018	R-2017-10	**FOREST VIEW ESTATES**	31	DU
	14 .	AMERICAN MARITIME OFFICERS	635 NE 3 TER	MARINA	2/15/2012	8/15/2013	PZ-2012-002	**AMO**	2,789	SF
	15 .	CLMIA LLC	4470 RAVENSWOOD RD	MARINA	11/27/2012	5/27/2014	R-2012-148	**ANGLERS AVE MARINA**	7,200	SF
	17 .	AQUA ISLES	4791 SW 39 WAY	MULTIFAMILY	11/28/2006	5/28/2008	R-2006-209	**AQUA ISLE**	127	DU
	18 .	INTERMARINE INC	4550 RAVENSWOOD RD	MARINA	12/11/2012	6/11/2014	R-2012-164	**INTERMARINE**	13,200	SF
	19 .	GREEN OAKS LLC	2960 SW 23 TER	WAREHOUSE	7/24/2012	1/24/2014	R-2012-082	**JODY - WAREHOUSE**	15,000	SF
	20 .	SUNBELT-RDF LLC	4801 RAVENSWOOD RD	HOTEL	8/14/2012	2/14/2014	R-2012-094	**RESIDENCE INN**	156	Rooms
	21 .	TANJALI INVESTMENTS LLC	191 SW 19 CT	HOTEL	4/23/2013	10/23/2014	R-2013-045	**COMFORT INN**	100	Rooms
	22 .	NV MARINA HOLDINGS LLC	50 S BRYAN RD	MARINA	1/22/2013	7/22/2014	R-2013-10	**NAUTICAL VENTURES**	13,000	SF
	23 .	DANIA ENTERTAINMENT CENTER LLC	301 E DANIA BEACH BLVD	CASINO	10/14/2014	N/A	R-2014-072	**DANIA JAI-ALAI**		
	25 .	COHEN DANIA BEACH HOTEL	1825 GRIFFIN RD	HOTEL	3/8/2016	9/8/2017	R-2016-21	**LE MERIDIEN**	250	Rooms
	26 .	DANIA LIVE 1748 LLC	181 BRYAN ROAD	MIXED USE	6/27/2017	6/27/2022	R-2017-064	**DANIA POINTE (Phase I)**	356,416	SF
	28 .	N & S PROPERTIES LLC	28 S FEDERAL HWY	HOTEL	2/10/2015	8/10/2016	R-2015-16	**MORRISON**	148	Rooms
	29 .	STEPHENS BROWARD PROPERTIES LLC	5900 ANGLERS AVE	INDUSTRIAL	9/21/2015	3/21/2017	R-2015-114	**STEPHENS DISTRIBUTION**	14,000	SF
	30 .	POTVIN, CAROL	4401 SW 30 WAY	SINGLE-FAMILY	1/12/2016	9/16/2020	R-2016-008	**POTVIN RESIDENTIAL PROJECT**	6	DU
	35 .	DANIA HOMES LLC	4485 SW 25 TER	SINGLE-FAMILY	N/A	N/A	Plat: R-2016-168	**DANIA HOMES**	4	DU
	36 .	PANTROPIC POWER INC	SW 29 AVE	INDUSTRIAL	2/14/2017	8/14/2018	R-2017-12	**ISGETTE/I-595 BUSINESS CENTER**	150,000	SF

2013 - 2021
DEVELOPMENT PROJECTS
Updated January 2021

MAP ID	PROPERTY OWNER	ADDRESS	USE	APPROVAL DATE	EXPIRATION DATE	RESOLUTION/OR DINANCE #	PROJECT NAME	DEVELOPMENT	
54 .	DANIA BEACH HOSPITALITY	129 N FEDERAL HWY	HOTEL	8/25/2015	2/25/2017	R-2015-092	**WYNDHAM GARDEN**	142	Rooms
55 .	GRIFFIN POINTE PARTNERS LLLP	2281 GRIFFIN RD	COMMERCIAL	6/27/2017	12/27/2018	R-2017-062	**AIRPORT CORPORATE PARK**	107,000	SF
56 .	ARCHDIOCESE OF MIAMI	441 NE 2 ST	MARINA	9/8/2015	3/8/2017	R-2015-095	**MEGA YACHT**	3,900	SF
58 .	GRIFFIN ROAD FD LLC	2911 GRIFFIN RD	COMMERCIAL	5/26/2016	11/26/2017	R-2015-056	**FAMILY DOLLAR**	11,000	SF
60 .	MIRANJALI LLC	302 N FEDERAL HWY	HOTEL	5/24/2016	11/24/2017	R-2016-066	**COMFORT SUITES DOWNTOWN DANIA**	105	Rooms
73 .	DANIA BEACH INVESTMENTS / DANIA AIRPORT HOTEL LLC / DANIA AIRPORT HOTEL 2 LLC	24 & 44 N FEDERAL HWY	HOTEL	10/24/2017	3/24/2019	R-2017-135	**TRU HOTEL**	115	Rooms
77 .	STIRLING SQUARE LLC	602 STIRLING RD	COMMERCIAL	1/23/2018	6/23/2019	R-2018-015	**STIRLING SQUARE**	31,748	SF
80 .	SDS DEVELOPMENT & TRUST LLC	2648 GRIFFIN RD	COMMERCIAL	2/13/2018	7/13/2019	R-2018-027	**KOOSH**	14,099	SF
91 .	GRIFFIN 3100 LLC	3151 GRIFFIN RD	COMMERCIAL	10/5/2017	4/30/2019	2018-PZ-001	**AUTOZONE**	7,381	SF
105 .	BK STERLING INVESTMENT LLC	1800 STIRLING RD	COMMERCIAL	3/14/2017	9/14/2018	R-2017-023	**BURGER KING**	2,700	SF
			TOTAL:					**367**	**DU**
								1,341	**Rooms**
								552,805	**SF Retail**
								551,510	**SF Industrial**
								76,070	**SF Other**

ANTICIPATED CONSTRUCTION 2019-2021

MAP ID	PROPERTY OWNER	ADDRESS	USE	APPROVAL DATE	EXPIRATION DATE	RESOLUTION/OR DINANCE #	PROJECT NAME	DEVELOPMENT	
13 .	LAWRENCE TURNER	560 E DANIA BEACH BLVD	MULTIFAMILY	11/10/2015	10/27/2019	R-2015-136	**FLORIDA PARK RESIDENCES**	230	DU
27 .	DANIA LIVE 1748 LLC	181 BRYAN ROAD	MIXED USE	11/21/2016	6/23/2019	R-2016-160, R-2018-013	**DANIA POINTE (Phase II)**	1,000 DU/ 350 Rooms/ 977,000 SF Retail	
34 .	CTKO DANIA VENTURE LLC	14 NE 1 ST	MIXED USE	10/10/2016	12/18/2021	R-2016-137	**THE TRION**	286	DU
42 .	BROWARD COUNTY	4980 SW 40 AVE	INDUSTRIAL	3/10/2015	4/10/2017	R-2015-008	**3A STORAGE, BROWARD COUNTY WATER TREATMENT**		
45 .	THB INC	SW 25 AVE	SINGLE-FAMILY	4/25/2017	10/25/2018	R-2017-030	**WHISPERING OAKS**	36	DU
47 .	MSG MARINA MILE LLC	3400 SW 30 AVE	INDUSTRIAL	1/30/2017	7/30/2018	Admin Approval	**MARINA MILE**	189,620	SF
50 .	AVS PROPERTY, LLC	321 N FEDERAL HWY	HOTEL	1/14/2020	7/31/2021	R-2020-008	**AVID HOTEL**	105	Rooms
52 .	DANIA SQUARE INVESTMENTS GROUP	1301 S FEDERAL HWY	COMMERCIAL	6/28/2016	12/28/2017	R-2016-077	**THE PALMS**	18,200	SF
59 .	DANIA BEACH DEVELOPERS LLC	480 E DANIA BEACH BLVD	MULTIFAMILY	10/28/2014	3/29/2023	R-2014-104	**PARCO MAR / SAN SOUCI**	237	DU
74 .	FORT LAUDERDALE HOSPITALITY INC	2460 W STATE ROAD 84	HOTEL	6/12/2018	11/12/2019	R-2018-085	**WYNDHAM HOTEL**	100 Rooms/ 4,000 SF Retail	
76 .	DANIA BEACH HOUSING AUTHORITY	1105-1165 W DANIA BEACH BLVD	RESIDENTIAL	1/23/2018	6/23/2019	R-2018-018	**SARATOGA CROSSING WEST**	**98**	**DU**

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MAP ID		PROPERTY OWNER	ADDRESS	USE	APPROVAL DATE	EXPIRATION DATE	RESOLUTION/OR DINANCE #	PROJECT NAME	DEVELOPMENT	
	78 .	DANIA BEACH HOUSING AUTHORITY	705-815 W DANIA BEACH BLVD	RESIDENTIAL	1/23/2018	6/23/2019	R-2018-018	**SARATOGA CROSSING EAST**	74	DU
	81 .	DRORE SPEC HOMES LLC	3242-3292 SW 44 ST	RESIDENTIAL	4/24/2018	9/24/2019	R-2018-062	**44TH STREET APT**	15	DU
	90 .	OUTBOARD DYNAMICS, LLC	3998 SW 22 AVE	MARINE INDUSTRIAL RETAIL	11/12/2019	5/31/2021	R-2019-150	**OUTBOARD DYNAMICS, LLC**	21,413	SF
	99 .	PROJECT USA, LLC & CYMBAL DEVELOPMENT	150 S BRYAN RD	MULTIFAMILY	12/10/2019	6/30/2021	R-2019-158	**BRYAN MULTIFAMILY**	302	DU
	100 .	FLORIDA POWER & LIGHT COMPANY	3801 SW 43 CT	UTILITY	4/6/2020	10/31/2021	Adminstrative Approval & R-2018-041	**FP&L**	25,000	SF
	103 .	GPT DANIA BEACH OWNER LLC	1900 SW 7 AVE	INDUSTRIAL	10/13/2020	4/30/2022	R-2020-129	**PANATTONI DANIA BEACH**	**82,197**	**SF**
				TOTAL:					**2,186**	**DU**
									555	**Rooms**
									999,200	**SF Retail**
									293,230	**SF Industrial**
									-	**SF Other**

APPROVED SITE PLAN/FUTURE CONSTRUCTION

MAP ID		PROPERTY OWNER	ADDRESS	USE	APPROVAL DATE	EXPIRATION DATE	RESOLUTION/OR DINANCE #	PROJECT NAME	DEVELOPMENT	
	24 .	PROJECT USA LLC	150 S BRYAN RD	MARINA	2/24/2009	4/20/2018	R-2009-023	**STIRLING MARINA AND BOAT SALES**	26,000	SF
	31 .	CALM PROPERTIES, LLC	601 E DANIA BEACH BLVD	MULTIFAMILY	2/14/2017	12/12/2019	R-2017-0002	**DANIANS SHOPPING CENTER**	360 DU/ 6,900 SF Retail	
	33 .	158 DANIA HOTEL	158 N FEDERAL HWY	HOTEL	4/28/2015	3/18/2019	R-2015-40	**158 DANIA HOTEL**	111	Rooms
	37 .	ALEX NICHOLS	3001 SW 26 TERRACE	WAREHOUSE	1/24/2017	7/24/2018	R-2017-006	**RUNWAY LAKES WAREHOUSE**	28,500	SF
	38 .	500 DANIA BEACH LLC	500 E DANIA BEACH BLVD	COMMERCIAL	5/9/2017	11/9/2018	R-2017-046	**HOLLYWOOD MANOR**	2,276	SF
	39 .	AMERICAN MARITIME OFFICERS	2 DIXIE HWY	EDUCATIONAL	4/28/2015	10/28/2016	R-2015-039	**AMO MEMBERS SERVICES BLDG**	31,000	SF
	41 .	MILE MARKER 55, LLC	801 E DANIA BEACH BLVD	MULTIFAMILY	6/18/2018	3/2/2021	R-2013-131	**MILE MARKER 55**	352	DU
	43 .	SKYLAND PLAZA, LLC	118 N FEDERAL HWY	MIXED USE	3/27/2012	9/27/2013	R-2012-035	**SKYLAND PLAZA**	8,500	SF
	46 .	DANIA LIVE 1748, LLC	121 S POINTE DRIVE	COMMERCIAL	7/5/2019	1/31/2021	R-2019-149	**PANDA EXPRESS**	2,600	SF
	51 .	GRIFFIN COMMERCIAL CENTER, LLC	4600-4607 SW 44th AVE	INDUSTRIAL	3/22/2016	9/22/2017	R-2016-023	**GRIFFIN COMMERCIAL CENTER**	95,000	SF
	53 .	BEJL 4200 REAL ESTATE, LLC	4200 SW 54 COURT	MULTIFAMILY	2/25/2020	8/25/2021	R-2020-017	**DB 54 RESIDENCES**	275	DU
	57 .	GERDAU AMERISTEEL US INC	2025 TIGERTAIL BLVD	INDUSTRIAL	9/8/2015	3/8/2017	R-2015-97	**AMERISTEEL EXPANSION**	150,000	SF
	61 .	DS REALTY INC	2800 S FEDERAL HWY	HOTEL	9/21/2015	3/20/2019	R-2015-113 (SE & SP) R-2016-014 (VA)	**LEXINGTON**	158	Rooms

2013 - 2021
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MAP ID		PROPERTY OWNER	ADDRESS	USE	APPROVAL DATE	EXPIRATION DATE	RESOLUTION/OR DINANCE #	PROJECT NAME	DEVELOPMENT	
	63 .	ARG OFFICE LLC	4025 RAVENSWOOD RD	WAREHOUSE/OFFICE	7/19/2017	1/19/2019	2017-PZ-006	**AVIATION RESOURCE GROUP**	3,500	SF
	65 .	BANYAN BAY MARINE CENTER LLC	2275 SW 45 ST	MARINA	5/26/2009	11/26/2010	R-2009-094	**BANYAN BAY MARINA**	460,000	SF
	67 .	PARK OCEAN LLC	E DANIA BEACH BLVD	RESIDENTIAL	8/24/2004	VESTED	R-2004-142	**PAVILLION**	200	DU
	71 .	FROST PARK LLC	NE 2 CT	MULTIFAMILY	7/19/2017	1/19/2019	2017-PZ-005	**FROST PARK TOWNHOMES**	2	DU
	72 .	MARINE INDUSTRIES PARK LLC	2401 SW 31 ST	OFFICE BUILDING	9/12/2017	2/12/2019	R-2017-103	**CORALUZZO**	7,500	SF
	75 .	INBI HOLDINGS LLC	4632-4686 SW 32 AVE	RESIDENTIAL	1/9/2018	6/9/2019	R-2018-003	**H2O**	11	DU
	79 .	STIRLING ALYA LLC	2851 STIRLING RD	RESIDENTIAL	3/13/2018	8/13/2019	R-2018-026	**STELLAR HOMES**	196	DU
	82 .	BCD DANIA OAKS LLC	5461-5525 SW 40 AVE	RESIDENTIAL	7/24/2018	12/24/2019	R-2018-058	**DANIA OAKS**	57	DU
	83 .	RAY PARKER	3899 RAVENSWOOD RD	INDUSTRIAL	8/28/2018	2/28/2020	R-2018-114	**811 STORAGE**	9,940	SF
	85 .	PRIME REALTY CAPITAL LLC	3251 SW 26 TER	INDUSTRIAL	9/11/2018	3/11/2020	R-2018-127	**HERC RENTALS**	48,150	SF
	86 .	HOLLYWOOD PLAYGROUND, LLC	3201 GRIFFIN RD	INSTITUTIONAL	10/27/2020	4/30/2022	R-2020-140	**HOLLYWOOD PLAYGROUND**	140	Students
	88 .	LIBERTY PROPERY TRUST	4030 S STATE ROAD 7	INDUSTRIAL	5/28/2019	11/30/2020	R-2019-050	**LIBERTY 595 SLUDGE**	350,000	SF
	89 .	PRIME REALTY CAPITAL LLC	SW 26 TER	INDUSTRIAL			*SP-69-20*	**HERC RENTALS**	6,000	SF
	97 .	MB-26 AVENUE, LLC & MSG MARINA MILE, LLC	3500-3536 SW 30 AVE	WAREHOUSE/OFFICE	9/23/2019	3/31/2021	R-2019-113	**AVENGER BUSINESS CENTER**	153,866	SF
	101 .	PAMELA KAY HAYES	2980 W STATE RD 84	WAREHOUSE/OFFICE	9/14/2020	3/31/2022	R-2020-103	**US CRANE AND RIGGING**	144,541	SF
	102 .	2750 GRIFFIN HOLDING, LLLP	2730-2750 GRIFFIN RD	MIXED USE	8/25/2020	2/28/2022	R-2020-092	**GRIFFIN LIVING**	79 D.U. / 15,000 SF	
	104 .	DANIA LIVE 1748, LLC	181 S BRYAN RD	OFFICE / COMMERCIAL	12/10/2019	6/30/2021	R-2019-157	**SPIRIT AIRLINES**	138,906	SF
	106 .	DANIA LIVE 1748, LLC	N COMPASS WAY	MULTIFAMILY	10/7/2019	4/30/2021	R-2019-127	**AVERY DANIA POINTE**	336	DU
				TOTAL:					**1,868**	**DU**
									269	**Rooms**
									205,182	**SF Retail**
									987,057	**SF Industrial**
									542,640	**SF Other**

Overall Development:

4,421	**DU**
2,165	**Hotel Rooms**
1,757,187	**SF Retail**
1,831,797	**SF Industrial**
618,710	**SF Other**

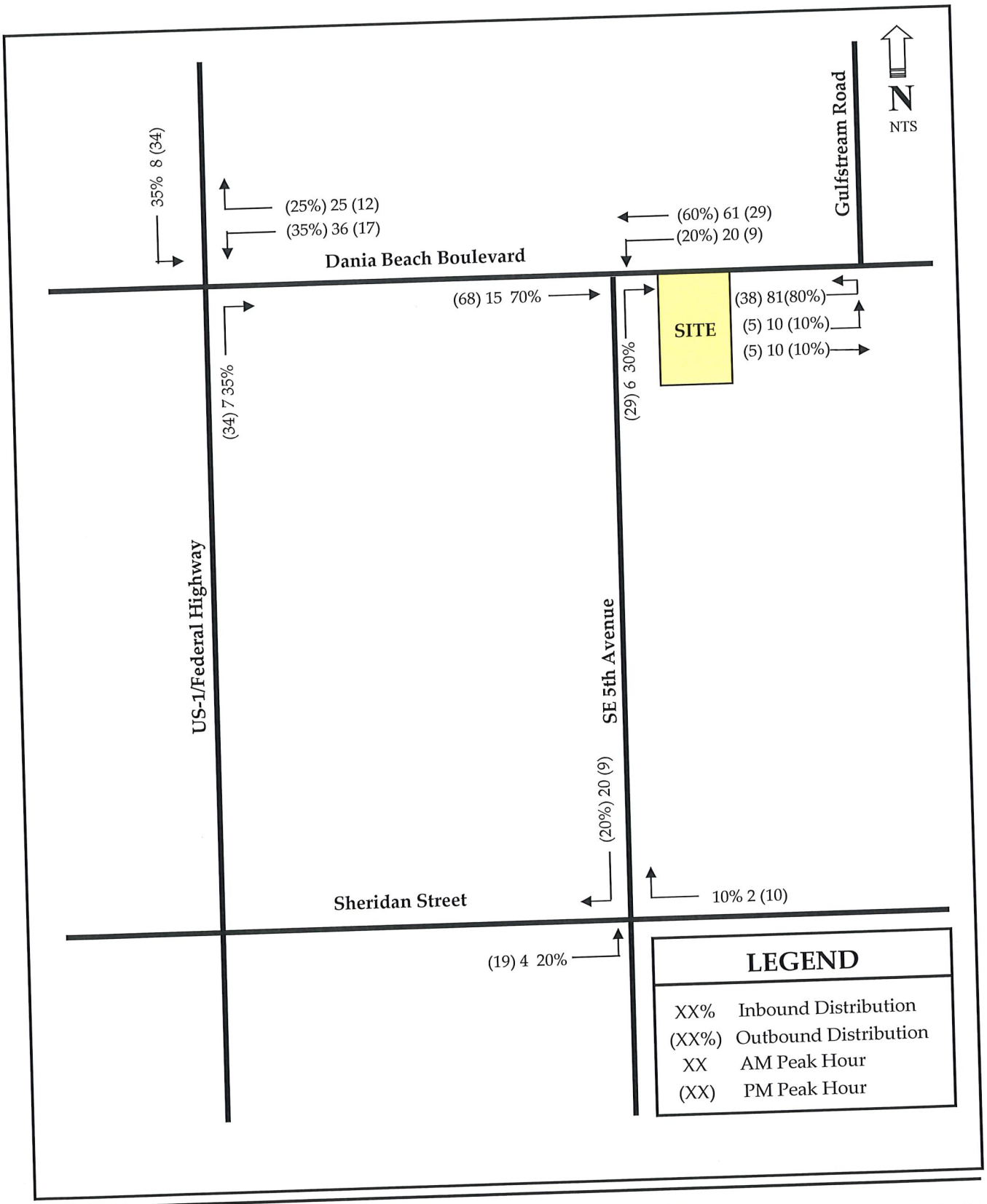


Figure 5
Project Distribution and Volumes
Florida Park Residences Traffic Analysis
Dania Beach, Florida

McMAHON
TRANSPORTATION ENGINEERS & PLANNERS

ATTACHMENT A - TRIP GENERATION ANALYSIS

DAILY

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips			Pass-by		Net New Trips		
						In	Out	Total	Trips	%	In	Out	Total
Existing Use													
High Turnover Restaurant	932	2,276 SF	T = 127.15 (X)	50%	50%	145	144	289	124	43%	83	82	165
Proposed Use													
High Turnover Restaurant	932	4,190 SF	T = 127.15 (X)	50%	50%	267	266	533	229	43%	152	152	304
Net Increase						**122**	**122**	**244**	**105**	**0**	**69**	**70**	**139**

MORNING PEAK HOUR

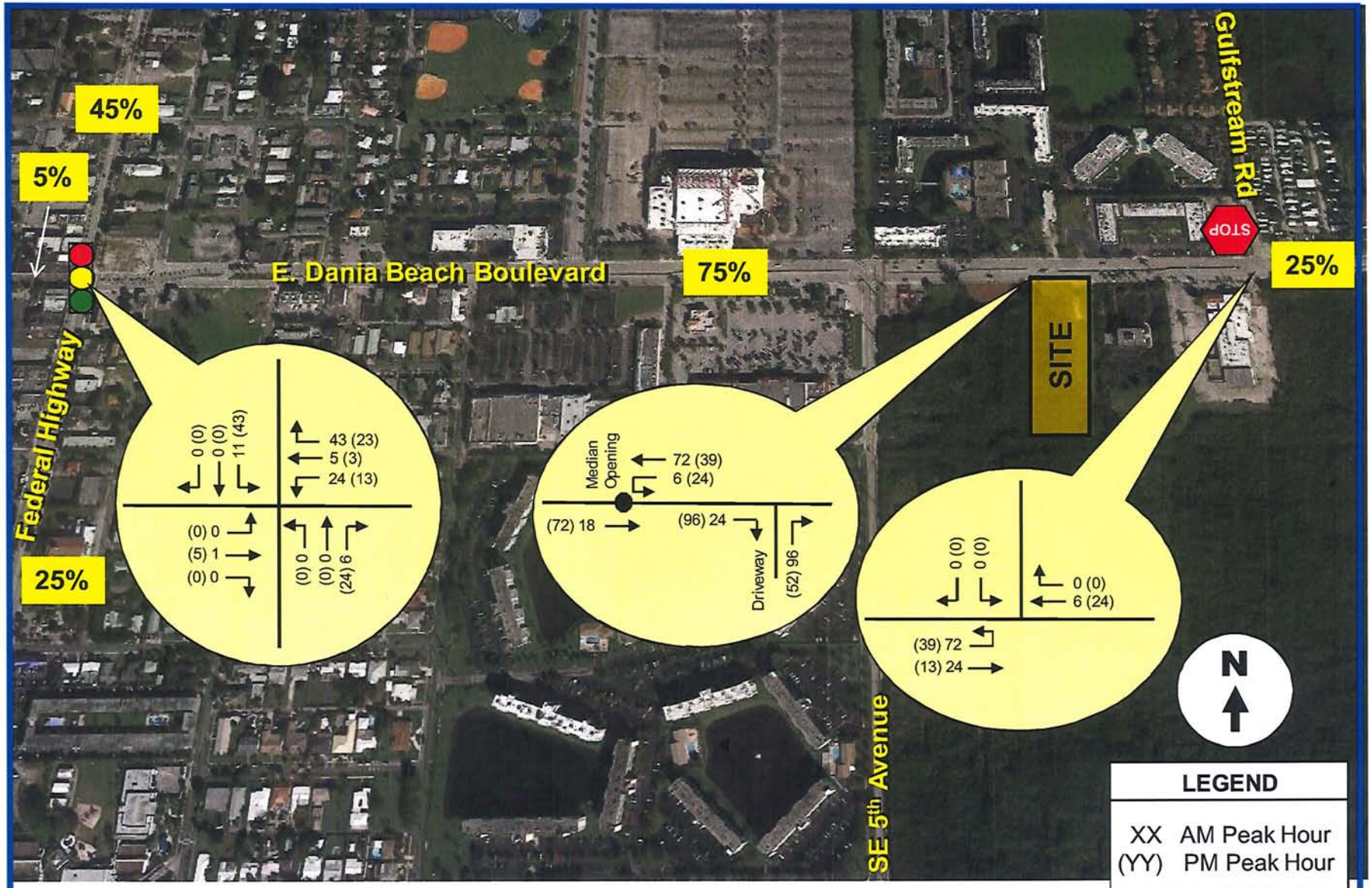
Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips			Pass-by		Net New Trips		
						In	Out	Total	Trips	%	In	Out	Total
Existing Use													
High Turnover Restaurant	932	2,276 SF	T= 10.81 (X)	55%	45%	14	11	25	11	43%	8	6	14
Proposed Use													
High Turnover Restaurant	932	4,190 SF	T= 10.81 (X)	55%	45%	25	20	45	19	43%	15	11	26
Net Difference						**11**	**9**	**20**	**8**		**7**	**5**	**12**

AFTERNOON PEAK HOUR

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips			Pass-by		Net New Trips		
						In	Out	Total	Trips	%	In	Out	Total
Existing Use													
High Turnover Restaurant	932	2,276 SF	T= 9.85 (X)	60%	40%	13	9	22	9	43%	8	5	13
Proposed Use													
High Turnover Restaurant	932	4,190 SF	T= 9.85 (X)	60%	40%	25	16	41	18	43%	16	7	23
Net Difference						**12**	**7**	**19**	**9**		**8**	**2**	**10**

*Based on Institute of Transportation Engineers 9th Edition Trip Generation

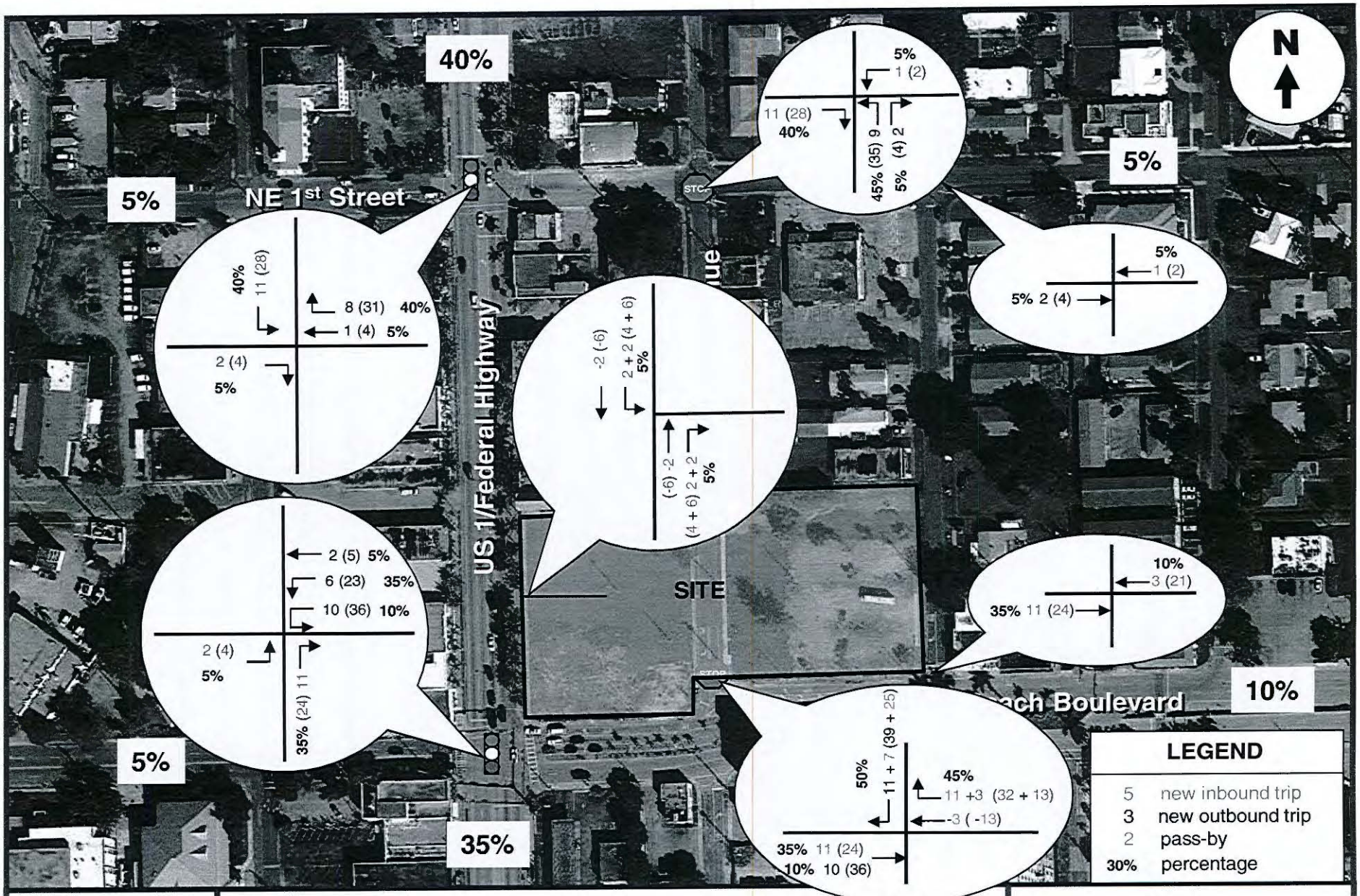
LANGAN



Traf Tech ENGINEERING, INC.

PROJECT TRAFFIC ASSIGNMENT

FIGURE 4
Parco Mare
Dania Beach, Florida



Traf Tech
ENGINEERING, INC.

NEW PROJECT TRAFFIC ASSIGNMENT - RETAIL
Weekday New Peak Hour Trips AM & (PM)

FIGURE 4B
Trion
Dania Beach, Florida

TABLE E103.3(3)-continued
TABLE FOR ESTIMATING DEMAND

SUPPLY SYSTEMS PREDOMINANTLY FOR FLUSH TANKS			SUPPLY SYSTEMS PREDOMINANTLY FOR FLUSHOMETER VALVES		
Load	Demand		Load	Demand	
(Water supply fixture units)	(Gallons per minute)	(Cubic feet per minute)	(Water supply fixture units)	(Gallons per minute)	(Cubic feet per minute)
275	80.0	10.6944	275	104.5	13.96956
300	85.0	11.3628	300	108.0	14.43744
400	105.0	14.0364	400	127.0	16.97736
500	124.0	16.57632	500	143.0	19.11624
750	170.0	22.7256	750	177.0	23.66136
1,000	208.0	27.80544	1,000	208.0	27.80544
1,250	239.0	31.94952	1,250	239.0	31.94952
1,500	269.0	35.95992	1,500	269.0	35.95992
1,750	297.0	39.70296	1,750	297.0	39.70296
2,000	325.0	43.446	2,000	325.0	43.446
2,500	380.0	50.7984	2,500	380.0	50.7984
3,000	433.0	57.88344	3,000	433.0	57.88344
4,000	525.0	70.182	4,000	525.0	70.182
5,000	593.0	79.27224	5,000	593.0	79.27224

For SI: 1 inch = 25.4 mm, 1 gallon per minute = 3.785 L/m, 1 cubic foot per minute = 0.28 m^3 per minute.

TABLE E103.3(4)
LOSS OF PRESSURE THROUGH TAPS AND TEES IN POUNDS PER SQUARE INCH (psi)

GALLONS PER MINUTE	SIZE OF TAP OR TEE (inches)						
	⅝	¾	1	1¼	1½	2	3
10	1.35	0.64	0.18	0.08	—	—	—
20	5.38	2.54	0.77	0.31	0.14	—	—
30	12.10	5.72	1.62	0.69	0.33	0.10	—
40	—	10.20	3.07	1.23	0.58	0.18	—
50	—	15.90	4.49	1.92	0.91	0.28	—
60	—	—	6.46	2.76	1.31	0.40	—
70	—	—	8.79	3.76	1.78	0.55	0.10
80	—	—	11.50	4.90	2.32	0.72	0.13
90	—	—	14.50	6.21	2.94	0.91	0.16
100	—	—	17.94	7.67	3.63	1.12	0.21
120	—	—	25.80	11.00	5.23	1.61	0.30
140	—	—	35.20	15.00	7.12	2.20	0.41
150	—	—	—	17.20	8.16	2.52	0.47
160	—	—	—	19.60	9.30	2.92	0.54
180	—	—	—	24.80	11.80	3.62	0.68
200	—	—	—	30.70	14.50	4.48	0.84
225	—	—	—	38.80	18.40	5.60	1.06
250	—	—	—	47.90	22.70	7.00	1.31
275	—	—	—	—	27.40	7.70	1.59
300	—	—	—	—	32.60	10.10	1.88

For SI: 1 inch = 25.4 mm, 1 pound per square inch = 6.895 kpa, 1 gallon per minute = 3.785 L/m.

Table 6-1 AWWA meter standards

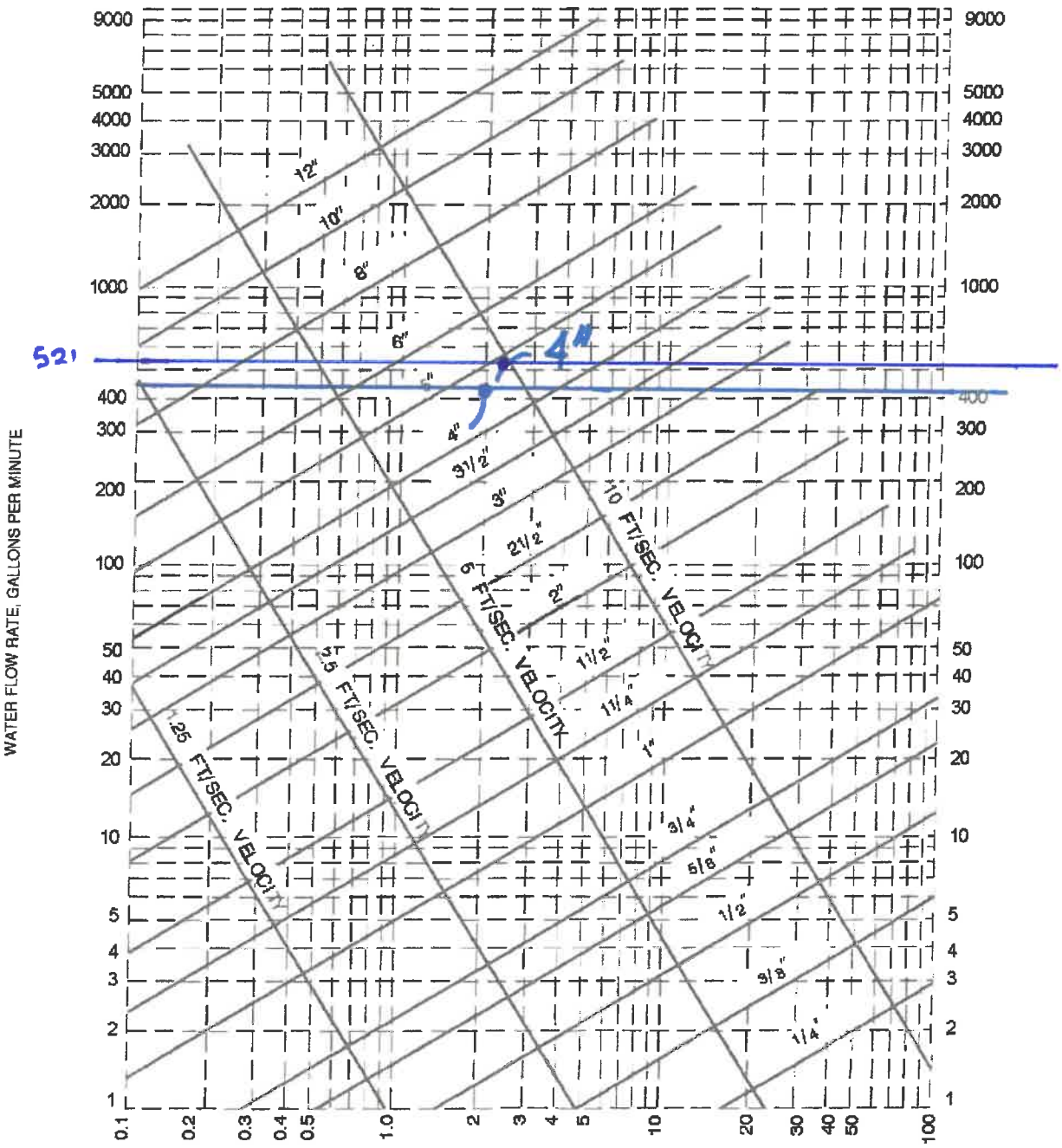
Meter	Minimum Flow Rate, *gpm*	Low-Normal Flow Rate, *gpm*	Change-over Range (Compound Meters)	High-Normal Flow Rate, *gpm*	Maximum Flow Rate *gpm*	Head Loss at Maximum Flow, *psi*
Positive displacement						
½ in.	0.25	1	N/A	7.5	15	15
⅝ in.	0.25	1		10	20	15
¾ in.	0.50	2		15	30	15
1 in.	0.75	3		25	50	15
1½ in.	1.50	5		50	100	15
2 in.	2.00	8		80	160	15
Multijet						
⅝ in.	0.25	1	N/A	10	20	15
¾ in.	0.50	2		15	30	15
1 in.	0.75	3		25	50	15
1½ in.	1.50	5		50	100	15
2 in.	2.00	8		80	160	15
Turbine class II						
1½ in.	N/A	4	N/A	90	120	7
2 in.		4		160	190	7
3 in.		8		350	435	7
4 in.		15		650	750	7
6 in.		30		1,400	1,600	7
8 in.		50		2,400	2,800	7
10 in.		75		3,500	4,200	7
12 in.		120		4,400	5,300	7
16 in.		200		6,500	7,800	7
20 in.		300		10,000	12,000	7
Compound class II						
2 in.	0.25	1	13	80	160	15
3 in.	0.50	2	15	175	350	15
4 in.	0.75	3	18	300	600	15
6 in.	1.50	5	20	675	1,350	15
8 in.	2.00	16	35	900	1,600	15
Fire service, type II—compound						
3 in	* see note	2	30	250	350	12
4 in.		4	40	400	700	12
6 in.		5	90	900	1,600	12
8 in.		8	150	1,600	2,800	12
10 in.		8	200	2,200	4,400	12

Source: Data are drawn from AWWA Standards C700, C701, C702, C703, C704, C708, C710, C712, C713, and C714, latest revision.

N/A = not applicable.

* Minimum flow rate is per the applicable AWWA standard for the bypass meter employed.

(Table continued on next page.)



Note: Fluid velocities in excess of 5 to 8 feet/second are not usually recommended.

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 gpm = 3.785 L/m, 1 psi = 6.895 kPa, 1 foot per second = 0.305 m/s.

a. This chart applies to smooth new copper tubing with recessed (streamline) soldered joints and to the actual sizes of types indicated on the diagram.

FIGURE E103.3(2)
FRICTION LOSS IN SMOOTH PIPE[a] (TYPE K, ASTM B88 COPPER TUBING)

The School Board of Broward County, Florida

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION

SITE PLAN
SBBC-3164-2021
County No: N/A
Sea View 2 at Dania

October 14, 2021

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN

PROJECT INFORMATION		NUMBER & TYPE OF PROPOSED		OTHER PROPOSED	ADDITIONAL STUDENT	
Date:	**October 14, 2021**	**Single-Family:**			Elementary:	4
Name:	Sea View 2 at Dania	**Townhouse:**			Middle:	7
SBBC Project Number:	SBBC-3164-2021	**Garden Apartments:**				
County Project Number:	N/A	**Mid-Rise:**			High:	3
Municipality Project Number:	TBD	**High-Rise:**	450			
Owner/Developer:	801 E. Dania Beach Blvd., LLC	**Mobile Home:**				
Jurisdiction:	Dania Beach	**Total:**	450		Total:	14

Comments

According to the applicant, the site is associated with SBBC 1412-2013, for the Mile Marker 55 site plan, which is approved for 352 high-rise units. The applicant is proposing 450 high-rise units, which are anticipated generate 14 (4 elementary, 7 middle and 3 high school) students into Broward County Public Schools.

This project falls within the boundary of Land Use Plan Amendment (LUPA) PC 03-6 for a Local Activity Center (LAC) land use designation, which is subject to the mitigation stated in a Tri-Party Agreement between the City of Dania Beach, the School Board and the County. The City subsequently processed LUPA PCT 09-5, which encompassed the previous LAC and established a Regional Activity Center (RAC) land use designation; however, per the recorded Tri-Party Agreement, all residential units located within the original LAC shall continue to be bound by the Recorded Educational Mitigation Agreement and the requirements contained therein, including the payment of the student station costs during environmental review approval of construction plans by the Broward County Development and Environmental Regulation Division. Therefore, this project is vested for public school concurrency requirements per Section 8.11(b)(1) of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning.

This application is determined to satisfy public school concurrency on the basis that the project is vested for public school concurrency requirements. This preliminary determination shall be valid until the end of the current 2021/22 school year or 180 days, whichever is greater, for the development mix proposed in this application and conditioned upon final approval by the applicable governmental body. As such, this determination will expire on August 17, 2022. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the Preliminary School Capacity Availability Determination (SCAD), notification of final approval to the District has been provided and/or an extension of this Preliminary SCAD has been requested in writing and granted by the School District. Upon the District's receipt of sufficient evidence of final approval which shall specify at the minimum the number, type and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units.

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code

SBBC-3164-2021 Meets Public School Concurrency Requirements ☒ **Yes** ☐ **No**

10/14/2021

Date

Reviewed By:

Lisa Wight

Signature

Lisa Wight

Name

Planner

Title

AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

April 6, 2021

Eleanor Norena, Community Development Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: Sea View 2 at Dania
801 E. Dania Beach Boulevard, Dania Beach, FL
Broward County Aviation Department (BCAD) Conditional Approval Letter

Dear Ms. Norena:

On April 6, 2021 the Broward County Aviation Department (BCAD) submitted a Conditional Approval letter for the proposed Sea View 2 at Dania site plan located south of Fort Lauderdale-Hollywood International Airport (FLL) at 801 E. Dania Beach Boulevard.

On October 25, 2021 the applicant contacted BCAD to advise that the proposed plans had been substantially revised from those previously submitted for BCAD's review. Specifically the building's roof height had been increased, and the presence of red aviation obstruction lighting was disclosed bringing the total height of the building to 170 feet AMSL. However, the applicant did not provide the specific locations for the lighting, thus BCAD analyzed this new review on a maximum height of 170 feet AMSL for all points to account for ground elevations in the area. Taking into account the location of this project and the updated height information, BCAD is providing the following comments regarding this proposed development:

- Based on the location of the proposed project, FAR Part 77- Subpart B and Section 5-182(n)(2) of the Broward County Land Development Code, require the applicant to obtain a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration (FAA). ***The receipt of a favorable determination from the FAA is required for all critical building points and temporary construction cranes, and must be received prior to any construction activity.*** The Federal Review (FAA 7460-1) process can be initiated at the following web address: https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

- BCAD has determined that the proposed development at 170 feet AMSL does not penetrate C.F.R 14 Part 77 controlled air space (Horizontal Plane), however the structure does penetrate the VNAV Missed Approach Surface, a protected surface for aircraft safety by between 1.00 AMSL and 3.00 AMSL.

• No building, structure or vegetation on the site may exceed the ***maximum height of 170 feet (AMSL)*** unless submitted to BCAD for additional review. This height reflects the requested height to be analyzed for aviation obstruction lighting of 170 feet as shown on Building Elevation schematic (received by BCAD on 10/25/2021), unless submitted to BCAD for additional review.

• The proposed development must not generate light, glare, smoke or other emissions that could be disorienting to pilots operating in the vicinity of the airfield.

Adherence to these conditions is required for BCAD approval of the proposed Development at 801 E. Dania Beach Boulevard and it is based on the following documents submitted by the applicant:

- Building Elevation schematic (received by BCAD on 10/25/2021)
- Latitude and Longitude Survey prepared by Fortin, Leavy, Skiles, Inc. (dated October, 20, 2021)
- Email from Greg Huxman dated October 25, 2021

If the proposed plans are revised substantially from those submitted for this review, BCAD requests that the revised development plans be submitted for an additional review.

This letter serves as notice of potential aircraft overflight and noise impacts on this property due to its proximity to the Fort Lauderdale/Hollywood International Airport. This property is subject to the overflight and associated noise of arriving and departing aircraft during the course of normal airport operations. Individuals sensitive to such events should satisfy themselves before purchasing this property that such exposure to aircraft overflights and the noise associated therewith will not adversely affect their enjoyment of the property.

This letter serves as notice to prospective purchasers of parcels within the property that, pursuant to Broward County Ordinance 2006-37 and consistent with the Federal Aviation Administration's "Change in FAA's Noise Mitigation Policy," effective October 1, 1998, the County will only provide noise mitigation for existing "incompatible development" and not for new incompatible development. The determination of "compatible" and "incompatible development" will be based on the County's most current Federal Aviation Administration ("FAA") approved Noise Exposure Map and the Airport's most current noise compatibility program which has been reviewed and approved by the FAA for the Airport. The applicant should note that the project is not eligible for federal funding to mitigate aircraft noise.

Please do not hesitate to contact me if you have questions or require additional information at 954.359.6100

Sincerely,

William Castillo, BCAD Aviation Planning Manager

cc: Michael P. Pacitto, P.G., Director Planning and Environmental
ghuxman@j-milton.com

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:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

RECEIVED

Date Rec'd: SEP 13 2021

Petition No.: SP-035-15MOD2

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: 801 East Dania Blvd.

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: N/A

Folio Number(s): 5042 35 00 0210 Legal Description: See Legal Legal Description

Applicant/Consultant/Legal Representative **(circle one)** J. Milton and Associates

Address of Applicant: 3211 Ponce de Leon Blvd, Suite 301 Coral Gables, FL 33134

Business Telephone: (305) 460-6300 Home: (305) 460-6300 Fax: (305) 442-0778

E-mail address: glautzman@j-milton.com

Name of Property Owner: 801 East Dania Beach Blvd, LLC

Address of Property Owner: 3211 Ponce De Leon Blvd, Suite 301 Coral Gables, FL

Business Telephone: (305) 460-6300 Home: _____ Fax: _____

Explanation of Request: Site Plan Revision

*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: Mobile Home Park Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize J. Milton and Associates (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 13th DAY OF September, 20 21

By:

Joseph Milton
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of Florida)

ARANTXA HUXMAN
MY COMMISSION #HH162865
EXPIRES: JUL 09, 2023
Bonded through 1st State Insurance

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.

LEGAL DESCRIPTION:

The West one-half of the Southwest one-fourth of the Northeast one-fourth of the Southwest one-fourth of Section 35, Township 50 South, Range 42 East, LESS the West 25 feet thereof, and LESS State Road A1A, and LESS any existing road rights-of-way, all lying and being in Broward County, Florida.

CHALK & BRUSH DESIGN CO.

PROJECT PROPOSAL

Beachside Mural

PREPARED FOR:
City of Dania Beach

VALID UNTIL: 7/03/22



HOLA!

QUICK INTRO	3
WHO WE ARE	8
WHAT WE DO	18
SERVICES	35
OUR PROCESS	43
PROPOSAL	44
PORTFOLIO	54





Sushi Maki Dadeland

WE'RE CHALK & BRUSH

(aka Cyn & Ben)

AND WE TURN THIS...



Shops at Dania Pointe



The Square
West Palm Beach



Shops at Dania Pointe

INTO THIS...


Shops at Dania Pointe
SHINE LIKE the SUN


The Square
West Palm Beach


Shops at Dania Pointe
WELCOME TO THE Sunny Side!











WHICH TURNS INTO THIS!

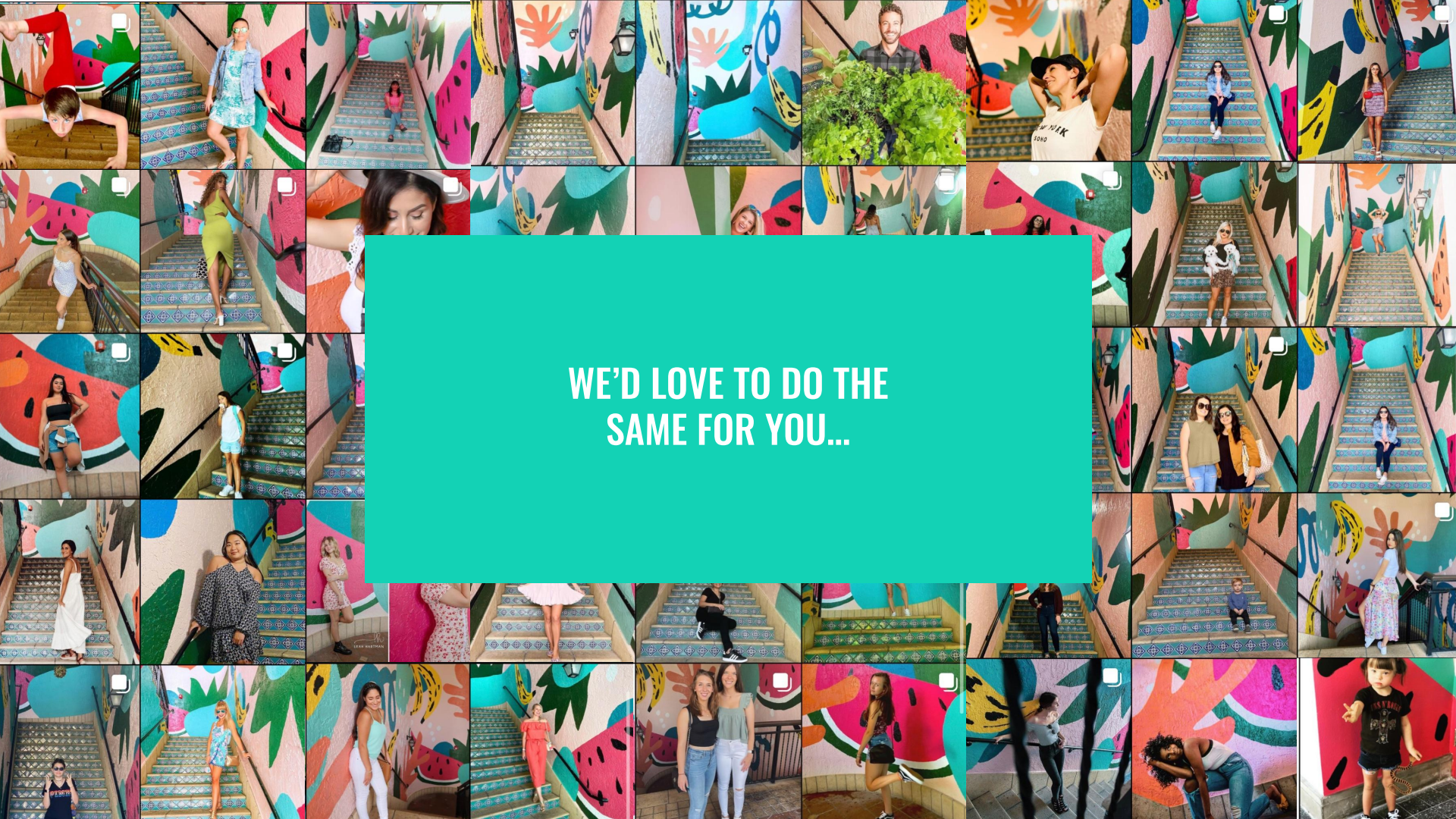











WE'D LOVE TO DO THE
SAME FOR YOU...

CHALK & BRUSH DESIGN CO.

LET'S GET TO KNOW EACH OTHER BETTER!









We are Chalk and Brush! A team of artists and designers led by husband and wife team Cinthia Santos and Benjamin Levy, making custom, hand-crafted murals, signage, and design accessible to brands and businesses of all shapes and sizes.

Since 2013, we've been leading the charge on viral mural marketing campaigns, executed with expert precision and designed with your client's lifestyle in mind. No matter the size or scope, our art is meant to communicate your identity, process, or history in a way that increases community and social media impressions while complimenting your brand image. We know what it takes to make a mural successful in today's social media driven market!

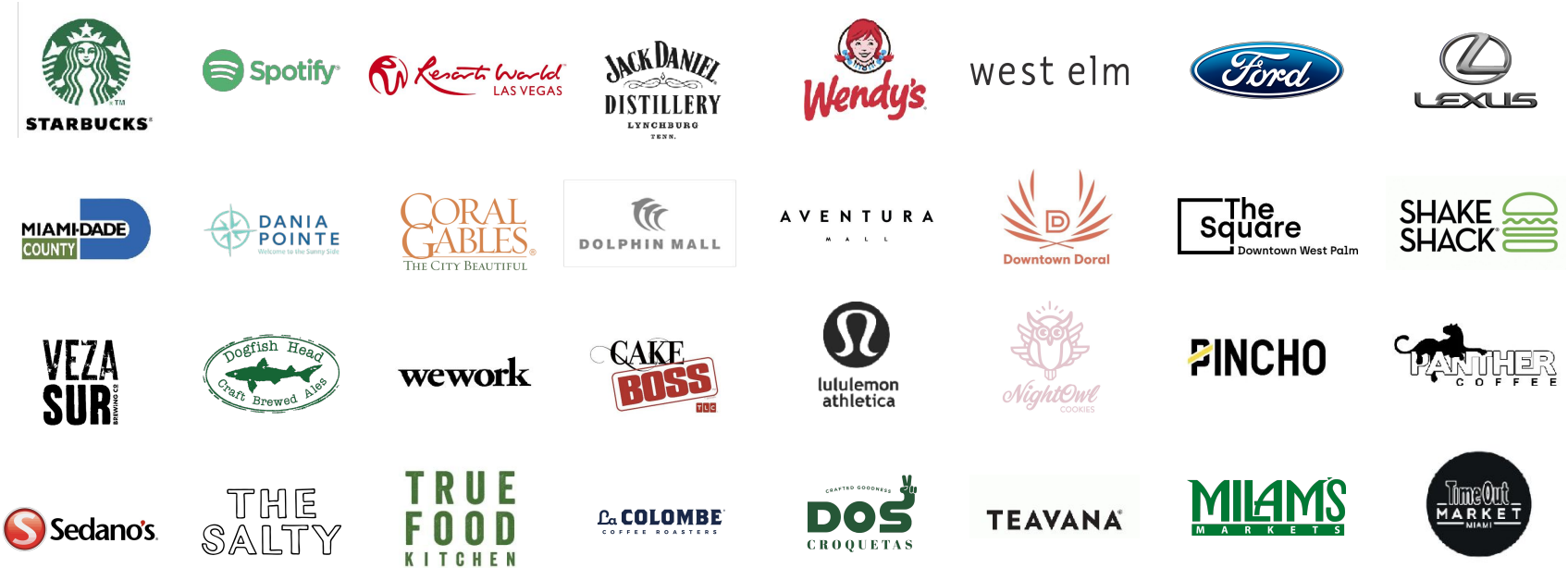
We believe any wall, sign, or branding project is an opportunity to add value to your overall experience, and wouldn't be here without the love and support of our local community. Thank you for your part in making our dream jobs a reality and the world a cooler place!

Sincerely,
Cyn & Ben
(Chalk & Brush)

PROUD TO BE:

Female-Founded
Immigrant-Owned
Family-Owned & Operated
INCLUSIVE
Licensed & Insured
Super Cool (just ask our moms)

SOME OF OUR PARTNERS



OUR STORY BEGINS IN CUBA...

Born in Holguin, Cuba, in the late 80's, Cinthia grew up watching her late father - classically trained Cuban painter and sculptor Daniel Santos - work. Her love of art began at a young age, and grew as a means to send her father photos and letters after his move to Mexico when she was 5. Moving to Miami at the age of 10, Cinthia's love of art shifted focus to illustration after being exposed to unlimited cartoons and comics upon arriving.

While acquiring a Bachelor of Fine Arts in Fashion Design and Manufacturing, Cinthia's illustration and design skills quickly turned into internships and job offers, leading to a 4 year career in apparel and textile design. Still in love with visual art, Cinthia was approached by a restaurant designer while painting a mural outside of her employer's studio in Wynwood in 2013; this was the start of Chalk & Brush!

What was initially lettering a chalkboard for a neighborhood bagel shop turned into countless local businesses reaching out to Cinthia for her artistic talents. Her then-boyfriend (now husband) Ben, joined along as projects started getting larger, and eventually left his career as a pediatric ER nurse to focus on the business full time. They invested in professional training to grow their skills and kept up with design trends using Cinthia's fashion knowledge. As demand grew, Cyn and Ben shifted the focus of their company to murals, and their sign painting skills quickly gained them a reputation for painting the cleanest and most photogenic pieces in town.

After eloping in 2017 (and famously sending proposals from their honeymoon), with demands for Chalk & Brush's work steadily on the rise, they decided to grow their business by assembling a team! Cinthia now focuses on creative direction and design, Ben has assistance with project management, and they both oversee and manage a 6 person paint team. They both pop in and out of projects whenever their skill sets are needed, or when they feel like getting their hands dirty!

They have painted countless murals for brands, public arts projects, businesses, and are known for the popularity of their work across social media platforms. Their team helps free up time for them to stay current on trends, keep pricing competitive, and give each client the attention they deserve! Their work has been featured by national brands and truly shines through in countless of their community's most beloved small businesses.



MEET OUR FOUNDERS!



Cinthia Santos

Co-Founder and Creative Director, Lettering Artist

Our original founder and creative director; it was the demand for Cyn's initial hand-lettered chalk menus that started our business and her versatility that's kept it afloat! Every piece of art created by our team was either designed, painted, or creatively directed by Cyn.
A Cuban immigrant with a Bachelor of Fine Arts, Cinthia is a classically trained sign painter and lettering artist, skilled illustrator, self-proclaimed crazy plant lady, and understands latin culture from a unique and personal perspective.



Benjamin Levy

Co-Founder, COO

Previously a pediatric ER trauma nurse of 15 years, Ben runs our business like a tight ship! His artistic background shines through on large lettering pieces and he can run a job site like nobody's business. He treats all of our projects with the same discipline and high-stakes mindset he picked up when running an emergency room. Ben can single-handedly build a two level scaffold and is an amateur cat trainer.



MEET THE TEAM!



Kathleen Manderfield

Senior Designer, Painter, Lettering Artist

A chalk-lettering pro and real life Derby Girl, Kat is our jack-of-all-trades! She excels in designing menus, infographics, and lettering pieces, but is also a muraling pro. Previously a sign artist and designer for Whole Foods, Kat was our first employee and has worked with us since 2017!



Nate Petit-Dieu

Painter, Fine Artist

A trained painter, illustrator, and animator, Nate excels in all different styles of painting and keeps the team energized with his positive attitude. With a Bachelor of Fine Arts in animation and years of experience as a painting teacher, we are lucky to have him on our team!



Cristina Arroyo

Painter, Fine Artist

A skilled scenic artist with 15 years of experience, Cristina can tackle any challenge, big or small. She has worked in award winning sets in 8 different states including touring shows out of New York and regional productions in South Florida, and is a Derby girl along with Kat!



Nick Lease

Painter, Fine Artist

A trained scenic artist who grew up in visual and performing arts, Nick has worked for several theatre companies as both a painter and scenic designer. His hobbies include jamming out to showtunes, rollerblading down Ocean Drive, and listening to true crime podcasts while he paints!



Rama Martinez

Painter, Fine Artist

A trained painter, graphic artist, and all around tradesman, Rama's calm demeanor makes him a team and client favorite on job sites. You will frequently find him dancing salsa or offering cafecito to the rest of the team.



Giselle Roca

Social Media Manager

A certified teacher with a creative side, Giselle shines as our social media manager thanks to her industry knowledge and outgoing personality. She's a self-taught calligraphist and business owner, studied photography, and enjoys traveling and food!

WATCH US IN ACTION!

We've been fortunate to be featured in some very cool interviews and campaigns! Here are just a few recent ones.



Tour of Downtown Doral
Ben & Cyn walk you around all of our murals and installations in Downtown Doral, including our awesome floor mural!



Tour of The Square, WPB
Ben & Cyn walk you around all of our murals and installations in The Square, West Palm Beach



Lexus - Art of the Driveway
Watch Cyn represent Miami as part of Lexus's Art of the Driveway Holiday Ad Campaign



Telemundo Interview
Cyn chats with Telemundo's Marilys Llanos about our company and our work in Downtown Doral



Univision Interview
Cyn is a guest on Despierta America and chats about her journey and inspiration!

GIVING BACK



Gigi's Playhouse
Down Syndrome Enrichment Center





BEFORE





AFTER

GIVING BACK TO OUR COMMUNITY IS A MUST!

We know just how lucky we are to be able to do what we love for a living, and partner with several philanthropic organizations in order to donate our services to those who need it most!
Our work has beautified schools, hospitals, wish rooms, neighborhood career training centers, and has made over businesses in low income neighborhoods vulnerable to gentrification.

STARBUCKS

United Way of Miami-Dade

Make-A-Wish SOUTHERN FLORIDA

GirlKind Project

BLUE MISSIONS GROUP

Nicklaus Children's Hospital FOUNDATION

GiGi's Playhouse™ Down Syndrome Achievement Centers educate. inspire. believe.

Rebuilding Together Miami-Dade



WHAT WE DO





Night Owl Cookies



WE'RE A ONE-STOP-SHOP FOR ANY SIZE BUSINESS'S CREATIVE NEEDS!

From murals, to signage, to menus and custom illustrations - we work with your current branding to create a look that is cohesive and unique.



Fireman Derek's Bake Shop





AND TRANSFORM PUBLIC SPACES..



Coral Gables “Murals on the Mile”
We painted four murals in the City of Coral Gables as part of their first ever public arts project.

INTO ICONIC LANDMARKS!



Coral Gables “Murals on the Mile”
We painted four murals in the City of Coral Gables as part of their first ever public arts project.



Coral Gables “Murals on the Mile”

We painted four murals in the City of Coral Gables as part of their first ever public arts project.



Coral Gables “Murals on the Mile”

We painted four murals in the City of Coral Gables as part of their first ever public arts project.


THE City Beautiful
HELPING YOU INTERACT WITH YOUR COMMUNITY...
CORAL GABLES
MIRACLE
from CORAL GABLES
CORAL GABLES


IN A FUN, ORGANIC WAY!

WHY INVEST IN MURALS?



Shops at Dania Pointe



BECAUSE THEY WORK!

We track our analytics on each piece, and can report that our clients have:

- More than doubled interactions and posts across all forms of visual media.
- Gained free and valuable content created by their community.
- Noted their feeds and tags have a more cohesive look.
- Seen a return on investment almost immediately in the form of:
  - Sales
  - Location & Profile Tags
  - Likes, Follows, Saves, and Shares
  - Free content to share

EXPECT TO SEE:



GROUP PHOTOS



PRODUCT SHOTS



PROFESSIONAL SHOTS



SELFIES



DOGS!



REELS AND TIKTOKS

WHAT MAKES A MURAL SUCCESSFUL?

Based on our experience and analytics, here are some tips to ensure your mural looks as good in media as it looks in person!

- KEEP IT SIMPLE - a busy composition won't translate well in photos or video! A clean composition and well curated colors work best. Add local callouts, a positive message, or tag line to make it even more personal!

- KEEP ANY BRANDING SUBTLE - nobody wants to pose in front of an advertisement, your biggest return will be in tags and mentions, not in having your logo show up in the mural!

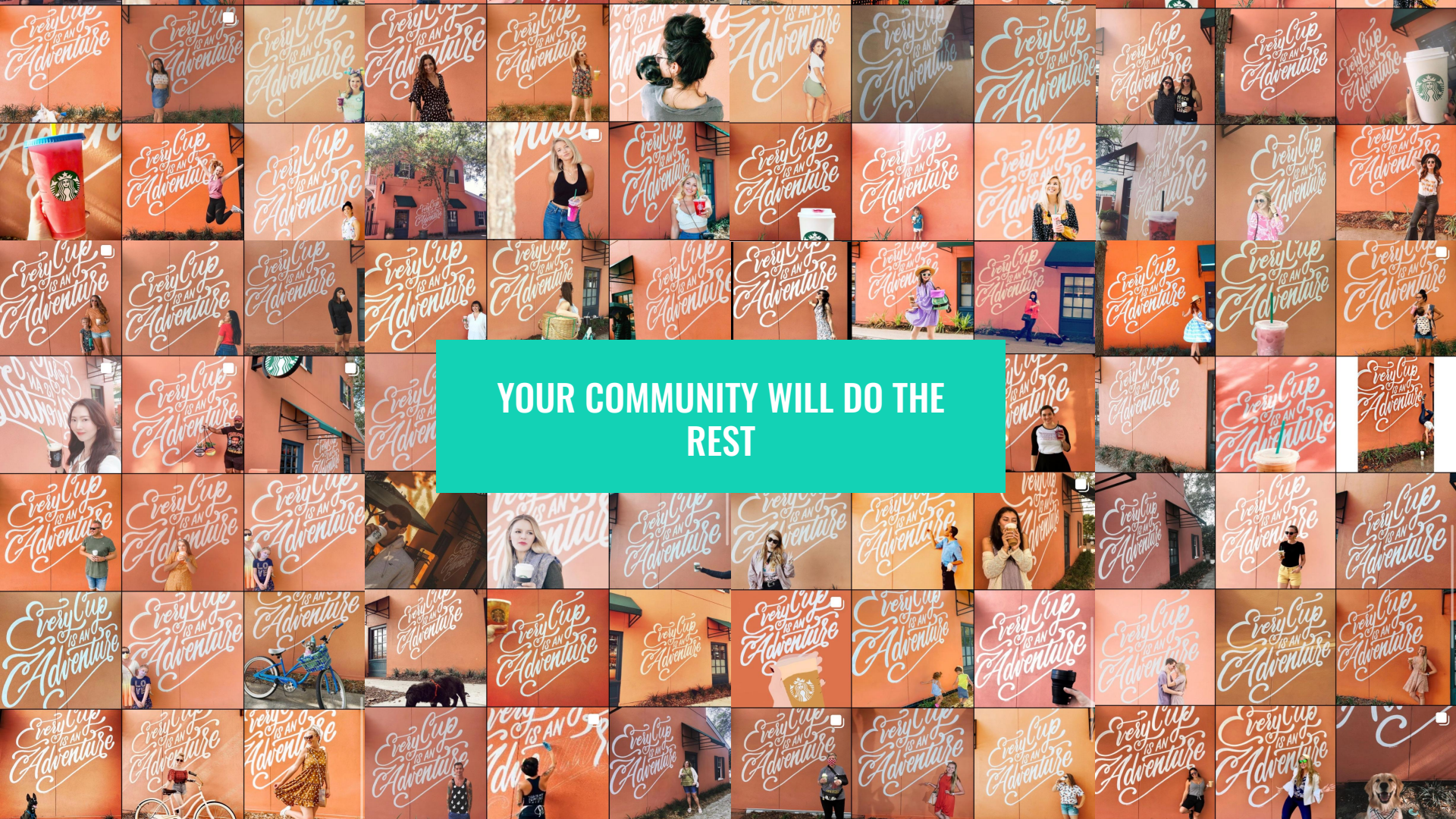
- MAKE IT VERSATILE - your mural should compliment your space and look good when not in use. Avoid murals that are single use - like wings - and don't limit how your audience can interact with them!

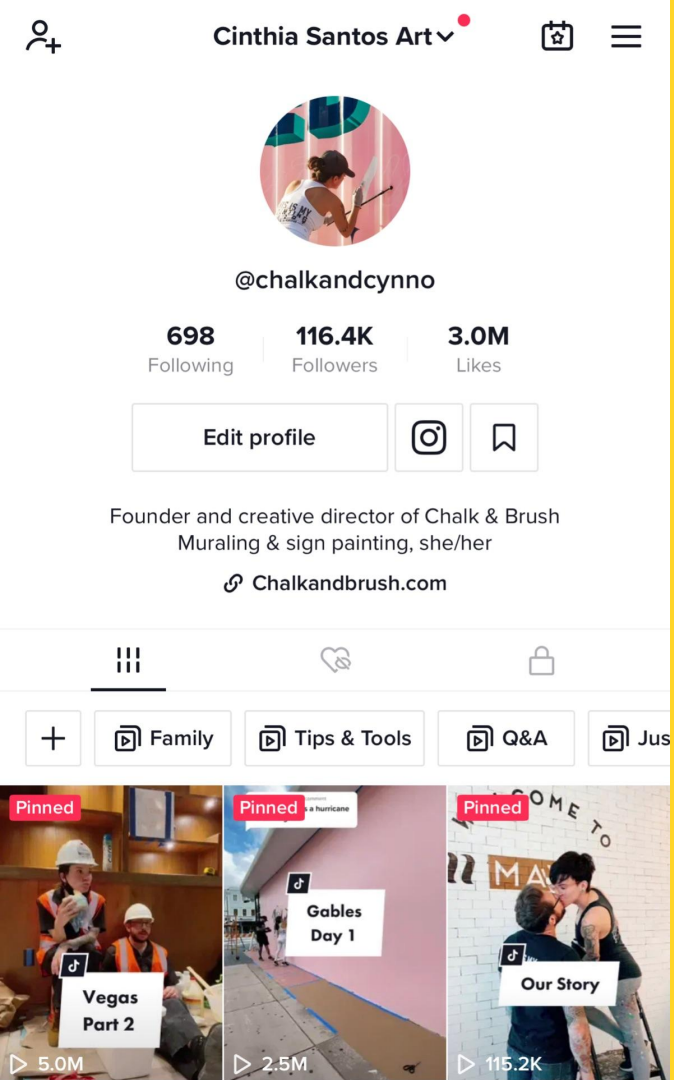


WE'LL MAKE SURE IT LOOKS GREAT...



Starbucks
This simple piece featuring custom lettering is one of our most successful murals.


YOUR COMMUNITY WILL DO THE REST



WE'LL SEND OUR FRIENDS YOUR WAY, TOO

Social Media is changing by the minute. We keep up with new platforms and trends to ensure our collaboration gets the attention it deserves!

We'll document our experience and process and, when it's ok with your team, we'll share it with our followers in fun and engaging ways.

Thanks to platforms like TikTok, the right content can reach an audience of millions!

IG: @CHALKANDBRUSH

Not all projects are eligible to be featured on Cinthia's TikTok, but most will be featured on Instagram and as Reels!



lorenaobvious • Follow
Coral Gables, Florida

lorenaobvious Sunday smiles 🤩 My little artist is obsessed with these new murals by @chalkandbrush 🎨🌴
17w

vipmamasla So cute! Love beautiful murals like this ❤️
17w 1 like Reply
View replies (1)

mitzydays Beautiful murals ❤️I'm obsessed with them too 😍
17w 1 like Reply
View replies (1)

divamdgarrett I can see why! These are too cute!
17w 1 like Reply
View replies (1)

iamperlita I love these murals! The colors are perfect😍
17w 1 like Reply
View replies (1)

suzysvista Omg love the Smile mural 😍
17w 1 like Reply
View replies (1)

Liked by **marlo.accessories** and **others**
SEPTEMBER 12, 2021

Add a comment... Post

SERVICES


Murals & Signs
@CHALKANDBRUSH
WWW.CHALKANDBRUSH.COM
CHALK & Brush



Downtown Doral

We designed and painted several containers, murals, and a floor mural as part of a pedestrian activation.

WE'RE KNOWN FOR COLORFUL, VIRAL MURAL MARKETING CAMPAIGNS...



BLOCK COLOR



LINE ART

AND EXCEL IN A VARIETY OF MURAL STYLES!



MIXED MEDIA



FINE ART





Avery - Dania Pointe
We designed and painted a 19,500 SQ FT mural to hide an unsightly parking lot wall in this new, upscale development.

WE'RE LICENSED AND INSURED FOR JOBS OF ALL SIZES











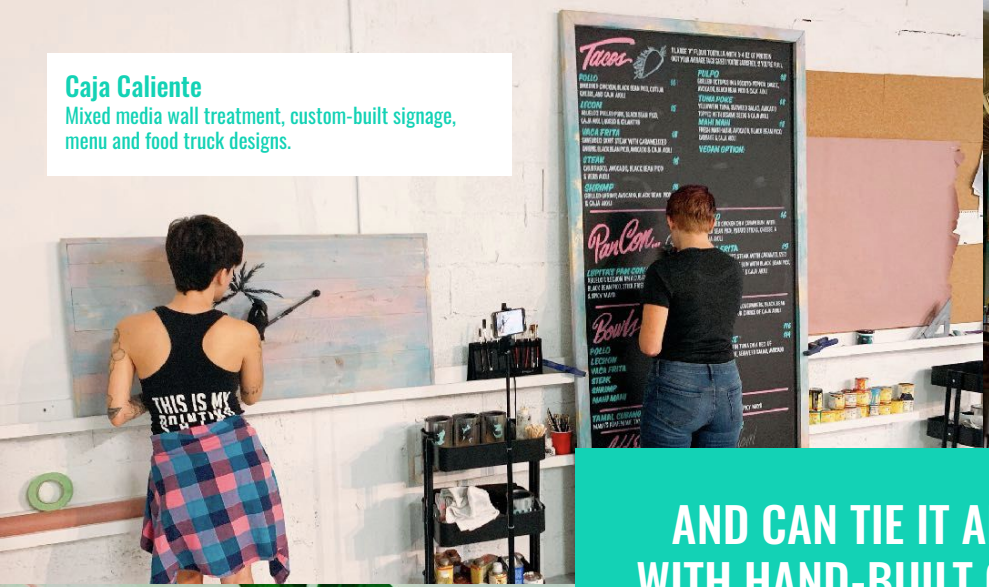
WE'RE SOUTH FLORIDA'S *ONLY*
CLASSICALLY TRAINED
SIGN PAINTERS





Caja Caliente

Mixed media wall treatment, custom-built signage, menu and food truck designs.





AND CAN TIE IT ALL TOGETHER WITH HAND-BUILT CHALKBOARDS AND BESPOKE DESIGN

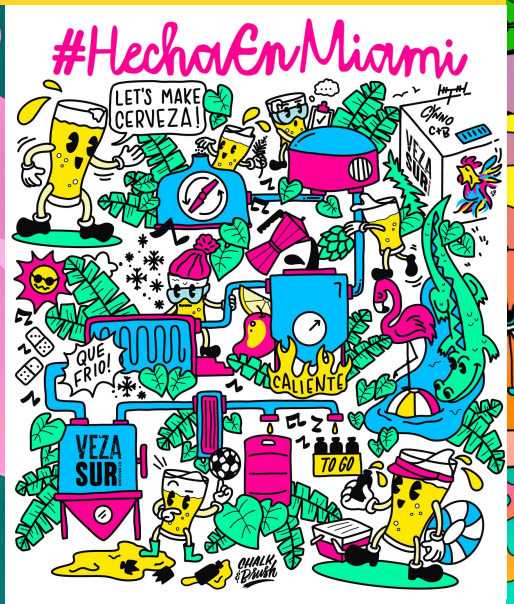




LICENSE ILLUSTRATIONS BY CINTHIA SANTOS FOR MERCH AND MARKETING!

Cyn's illustrations have been featured by national and local brands in commercial campaigns, apparel, packaging, products, posters & postcards, stickers, and much more!









OUR PROCESS

OUR PROCESS IS SIMPLE!

1. **DISCOVERY** - We gather all of the information we need to provide you with a quote!
2. **PROPOSAL** - You'll receive a full proposal with clear pricing.
3. **CONTRACT** - We'll send you a contract that clearly outlines our scope and terms.
4. **DEPOSIT** - This can be a half or a third of your contracted cost, depending on the size of your project!
5. **DESIGN** - We'll send you fully rendered designs and include TWO rounds of revisions in our scope.
6. **ON-SITE** - The fun part! Our team will show up, ready to paint, and document their process.
7. **FINAL PAYMENT** - This is due when painting is complete or your final scope is delivered.
8. **ENJOY!** - Don't forget to tag us in your posts so that we can keep up with our piece!

PROJECT PROPOSAL

A MORE IN-DEPTH LOOK AT OUR PROCESS

PHASE 1 - Discovery
We're just getting to know each other! During this phase, we'll gather information about your brand, project, and individual needs in order to arrive at a clear idea of the scope of your project. We also gather any measurements and content needed for the design phase.

PHASE 2 - Proposal (You are here!)
We will send you a proposal including an initial estimate based on the size, scope, and complexity of your project! All design, setup, and material fees are included in this estimate, but the final invoiced amount is subject to change based on your final design directions. We will always inform you in the event of any changes the final amount of your invoice.

PHASE 3 & 4 - Deposit & Contract
We will send you an invoice in order to collect a deposit for your project. We accept all forms of payment but ask that amounts over $5000 be paid by check.

For projects below $10,000 - ½ of the invoiced amount is due prior to beginning design, and ½ upon completion.

For projects $10,0000 and above - ⅓ of the invoiced amount is due prior to beginning design, ⅓ upon completion of design, and ⅓ upon final completion.

We will also send you a contract to review, containing more in-depth terms and information such as file ownership*, complete scope of deliverables, etc! If your company has a contract for artist work, we can happily review it as well.

* All of our mural designs are property of Chalk & Brush and cannot be reproduced as merch or any other promotional material (with the exception of photos of the mural in its natural setting) unless otherwise agreed to.

PHASE 3 - Design
Please note that we need measurements, final content (if working on a menu, lettering, or content-specific piece), and a deposit prior to entering this phase.

The design phase, although exciting, tends to last the longest! In this phase, we will begin by sending you sketches and rely on your clear, timely, and honest feedback in order to arrive at a design we are all happy with.

PHASE 4 - On-Site
Once we have a final, approved design, we will provide you with a final invoice amount (if there were any changes), on-site date, and a reminder of our on-site requirements!

We are usually on-site between 1-5 days per piece, depending on your specific project needs. We will be documenting the experience on social media and appreciate that you do the same! Please tag @chalkandbrush so that we can show you some love back.

PHASE 6 - Final Payment
This is due on the day of completion unless otherwise agreed! If your company writes checks on a particular day, please take our estimated date of completion (which you'll receive with your on-site date) into account. We accept credit cards!

PHASE 7 - Show it off!
We'll be posting your new project on our feed or stories soon, be sure to let us know how you'd like to be tagged, and show off your new art on your end as well! Please tag @chalkandbrush when showing off your new artwork so that we can enjoy and share it with our followers.

PROJECT OVERVIEW

Project/Brand Name: Beachside Mural/City of Dania Beach

Location: Dania Beach, FL

Contact Name: Commissioner Joyce Davis

The Ask:
To design and hand paint a beach side mural for the City of Dania Beach that captures it's bright and beautiful aesthetic As well as incorporating turtle elements and the feel of "Sea it. Live it. Love It." The mural will be and hand-painted using high quality, exterior latex paint. Chalk & Brush will also capture process photos and videos which will be shared with the client for promotion and marketing purposes.

The scope of work includes:

Design Sketches and Final Renderings
Labor
Materials
Lift Rental if needed
Process and Final Photos
Process Video if site permits
Sharing to our Instagram @chalkandbrush (18.6k followers)
Sharing to out founder Cynno's tiktok (116.3k followers and 3.1 MILLION likes)

Project Due Date: 4/22/22

Client Investment Estimate: Please see line item and option page.
Please Note: Final invoice amount subject to change based on client requests or changes to scope or content.
We accept check, CC, Zelle, or Cash. Please make checks out to Chalk and Brush Design

Needed from Client: TBD

Design Timeline: 2-3 weeks from deposit for initial rendering. Followed by 1-2 weeks for final, depending on number & difficulty of edits.
Please Note: Chalk & Brush team will not start designing until 50% deposit is collected.

Estimated Time On-Site: 3-5 days depending on final art. **(the last day of painting could be on the day of the event or before. Client to advise)**
Please Note: Final on-site date will not be scheduled until final design is approved.

Thanks again for reaching out to us! As small business owners, we understand that even a small investment in your company represents years of hard work, and see it as a constant reminder of your trust in our artistic skills and our responsibility in honoring your company's needs.

Looking forward to working with you,

Cinthia & Ben

SITE PHOTOS

12.4ft H x 35.6ft L
441.44sq/ft



Items needed from client; Sand to be cleared from in front of the wall as well as 3/4in plywood decking to support 1-2 6ft Baker scaffoldings as well as 2-3 artists.

LINE ITEM BREAKDOWN

SERVICE	DESCRIPTION	Square Footage	Cost Per sq/ft	PRICE
Wall Preparation	Exterior wall pressure cleaning, priming and base coating **(Client can choose to handle this internally, which will remove this line item cost and a color code will be provided)**	441.44	$1.75	$772.52
Hand-Painted Beach Side Mural	Design, labor and materials	441.44	$50.00	$22,072.00
UV Coating	Application of a marine grade UV coating **(Optional but strongly recommended - Client can choose to handle this internally, which will remove this line item cost)**	441.44	$2.00	$882.88
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
		0	$50.00	$0.00
	Total			$23,727.40
				$0.00

LETTERING MURAL SAMPLES

















LETTERING & ILLUSTRATION MURAL SAMPLES

















ILLUSTRATIVE MURAL SAMPLES

















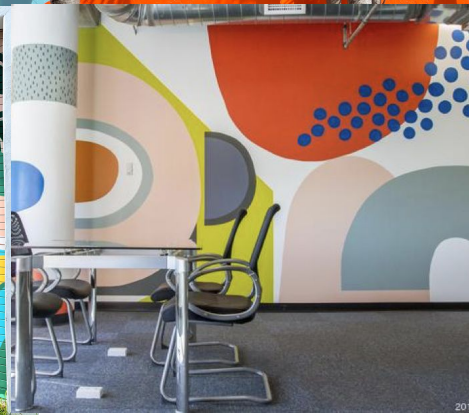
ABSTRACT MURAL SAMPLES







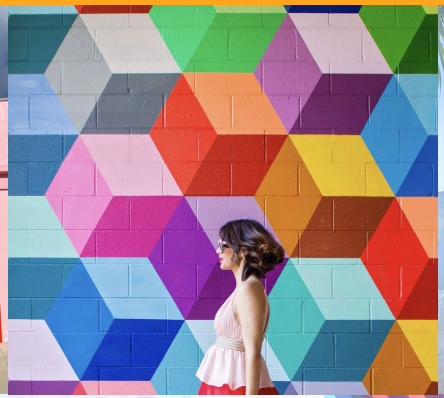


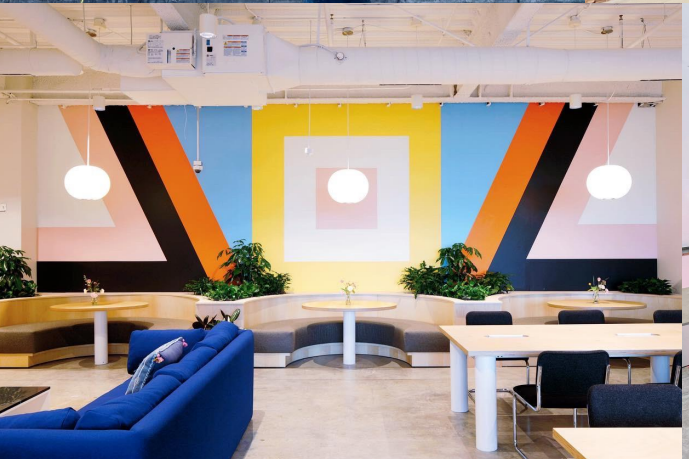
GEOMETRIC MURAL SAMPLES

















OPTIONAL FILE OWNERSHIP



License our design* for use in any print, apparel, or marketing material! After design is complete, we will send you a clean version of your file for your team to use as needed.

If requested prior to start of design: $1500

If requested after start of design: $2000

Please Note: Final invoice amount subject to change
based on client requests or changes to scope or content.

* All artwork - even client murals - are property of Chalk & Brush unless file ownership cost was agreed upon by both parties and included in your invoice. Mural designs cannot be printed for use in apparel, or any print/marketing material (with the exception of photos that show the mural in its location) without the approval of Chalk & Brush.

PROJECT TERMS

In this description of our terms, Chalk & Brush will be referred to as C&B and you will be referred to as The Client or Client. Please note you will receive an actual contract once we begin working together!

Please read all documentation provided by C&B (including this proposal, invoice, on-site requirements, and any email or text communication) thoroughly. Any miscommunication due to a failure to read our documentation is the client's responsibility.

For content-specific projects such as a chalk menu, digital menu, lettering piece, or content-specific illustration (i.e. a list of specific items or ingredients we are to illustrate) any design edits will be based strictly on design. Any edits due to client change of content or scope (i.e. client requested a specific phrase or image and changed their mind, menu item changes, additional illustrations or increase in scope or size) will be the client's financial responsibility and will incur additional charges. C&B will inform client of those charges prior to continuing with work. Therefore, please make sure any written content is finalized before submitting. Any menu or other written content must be submitted as a TYPED file, word document, google doc, or typed in the body of an email.

Please note the number of design revisions covered by the cost outlined in this estimate, this information is located after your line item breakdown on the last page. Any revisions after those rounds or revisions based on changes of scope or content will be billed at an hourly rate.

If work needs to be completed at an earlier date than outlined, C&B may charge a rush fee at C&B's discretion. C&B will inform client of those charges prior to continuing with work.

Estimate is based on initial scope of work, final invoiced amount is based on final client-approved design and final scope of work.

Any client changes or additions to final approved design or deviations from services outlined in our line-item invoice will result in additional charges. C&B will inform client of those charges prior to continuing with work.

Any changes to final scope of work once an artist is on-site must be approved by Ben or Cinthia, C&B employees cannot make changes to design or complete additional work not outlined in approved design or invoice.

Please revise & proofread final design prior to approval. Any corrections based on an approved design will incur additional charges. C&B will inform client of those charges prior to continuing with work.

Please make sure all on-site requirements are met, including:

Providing C&B with a contact person's name and phone # (if client will not be on-site) as well as parking & unloading instructions.
Ensuring the job site is clean and that there are no tables, boxes, construction debris, or any other objects within 5' of work surface. If the job site is not clear or client's contact person is more than 30 min late, we cannot work and client will be charged a $150 rescheduling fee.
Ensuring the specific work space is no in use by other trade during the time we are on site.
Staff or construction crew is aware of our presence & will allow us to work upon arrival.

Final payment is due on the day of project completion unless otherwise agreed. If your company writes checks on a particular day, please take our estimated date of completion (which you'll receive with your on-site date) into account. We accept credit cards! Checks must be made out to Chalk And Brush Design.

Final artwork or mock-ups may not be used outside of the parameters outlined on our invoice. (i.e. taking a photo of a mural and reproducing it as a t-shirt when not previously agreed upon or printing a digital mockup as a flyer, etc).

We request a minimum of 2 posts, tagging @chalkandbrush as the artists and mentioning "Art/Mural/Design by @chalkandbrush" in the comments.

These terms will be elaborated on in your contract and must be agreed to prior to commencing a project.



OUR WORK LOOKS GREAT IN...

LET'S KEEP IN TOUCH!

Fill out our questionnaire to request a quote:
www.ChalkAndBrush.com/contact

Send us an email:
info@chalkandbrush.com

Give us a call:
(305)204-5923

KEEP UP WITH US ON INSTAGRAM

FOLLOW CYN ON TIKTOK

THANK YOU,

CYN & BEN


SEE YOU SOON!
CHALK & BRUSH
Murals & Signs
@CHALKANDBRUSH
WWW.CHALKANDBRUSH.COM
C&B

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 13th 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

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: March 22, 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

Our objective regarding Union negotiations has always been: be prepared, start early, make ourselves available, negotiate in good faith, and negotiate a solid and fair contract. Additionally, what we have done to set a good tone is to give benefits that were not negotiated, such as increasing life insurance from $50,000 maximum, to two times employee salary up to $200,000. We have also added City-paid long-term disability, lowered health insurance costs, and provided an additional tier of employee +1 health care coverage plan. The aforementioned are some examples of what the City has given. At the conclusion of the initial meeting the week of March 7th, the City offered March 18th as the next possible meeting date to continue the dialogue. Union representatives offered May as the earliest time they would be prepared to meet. This update is simply an FYI, so you are aware.

As of the first week of March, we completed the total renovations of the employee breakroom. See attached photos of the interior, as well as the patio. We are currently working on the plans for the first and second floor restrooms. These areas are part of our image, as employees (existing and future), and residents/ guests will have access/ use of these areas. We are grateful for your budgetary support of all these areas at City Hall.

The prep work for the Art Mural project at NW 1st Street Bridge has commenced. We will keep you updated on the progress. The Art Mural project on the Federal Highway corridor will commence in April. Weather is a factor regarding the above dates. Additionally, because we are working with FDOT there may be some delays with the Federal Highway project, yet we will do our part to keep it moving forward.

As we begin to take the steps to design the CW Thomas Park, and work on some of the key details, both Director Brown and I will be visiting Community Centers/ Parks in the South Florida area. This past week

I visited the Coral Gables War Memorial Recreation Community Center. While I attended the ribbon cutting event back in 1997, and was extremely impressed, I wanted to visit again and do a full assessment. An extreme amount of maintenance, security, professional personnel, good design, and variety of programming (indoors and outdoors) is what impressed me the most. The PAL program is operated out of this facility for the City of Coral Gables, further augmenting the security.

This past week, we concluded the ARPA one-on-one meetings with all of you and my designated team members, that included our Deputy City Manager, our CFO, and myself. We now have a solid game plan for the $16 million award from the Federal government that we will bring forward for your official approval at the first meeting in April.


Survived It All



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: March 22, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report – February 2022 – Community Development Department

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The following is a summary of Community Development Department activity during the month of February.

Community Development Special Projects:

Public Art Program: On December 10, 2019, the City Commission adopted the Public Art Ordinance which established impact fees to be collected from new development for the purchase, creation and installation of public art which we are now collecting. On June 22, 2021, the City Commission approved the Public Art Program, which identifies specific locations for art installation, guidelines for acceptance of public art, and identified how the Public Art Advisory Board would function. The RFP to find a consultant to administer the Public Art Program was be published on October 15, 2021. The City Commission on December 14, 2021, selected the Cultural Planning Group as our Public Art consultant. The contract was signed January, 2022. A presentation on Public Art update was made by staff at the January 25, 2022 City Commission meeting. Creation of the Public Art Advisory Board is anticipated to be brought to the City Commission in April 2022.

Water Supply Plan: Approval of the City's Water Supply Plan is critical as it identifies where the City will obtain its water supply for existing residents and businesses as well as future development. Adoption of a Water Supply Plan will bring the City into compliance with State requirements. Community Development and Public Services, as well as our consultants have been working together on this project for many months. The plan and necessary amendments were approved by the City Commission on December 14, 2021. The Engineering Consultant, Public Services and Community Development to work with SFWMD to address their concerns and obtain a consumptive use permit.

Trafficway Amendment: Team members have prepared an amendment to the Broward County Trafficway Plan to remove the two one-way pairs from SW 4th Avenue. This amendment will allow the current traffic pattern to remain and allow for the development of property in the area to occur without right-of-way dedications required. This request was approved by the City Commission on September 28, 2021. Staff submitted an application submitted to Broward County in November, and it is tentatively scheduled to be heard by the Planning Council in February. Both FDOT and the City of Hollywood have

provided a statement of support. Staff met on-site with County staff to visit the affected area and address concerns. The Broward County Planning Council approved the City's request on February 24, 2022.

Records Retention: Team members secured an off-site location to relocate department records that are required to be maintained by State Statute in preparation of the space being rehabilitated. Team members coordinated with Public Services in the relocation, the majority of which occurred in June. The Department has obtained a vendor to scan all back logged files to decrease the amount of storage space required. This work began in December 2021 but was delayed due to COVID positive cases in the department. The first dozen boxes of files have been picked-up by the vendor to be scanned. The effort is ongoing.

RAC Land Use Amendment: On September 8, 2021, at the City Commission workshop, staff was instructed to move forward with efforts to implement a Comprehensive Plan, Land Use Amendment to request additional residential dwelling units to be assigned to the RAC Land Use category. A request to hire a consultant to assist in this process was approved by the City Commission in October 2021. A Community hybrid outreach meeting was scheduled for February 9, 2022 prior to the application going to Public hearing. The Planning and Zoning Board heard this item on February 16, 2022. The City Commission will hear this item for first reading on April 12, 2022.

Planning RFQ: The Department is working with Procurement Division to publish an RFQ to create a list of Planning Firms that the Department can utilized quickly as special projects arise. Having such a list will allow the department to be more nimble and allow us to respond quickly to requests of the Department. The RFQ was published on March 7, 2022 and will close on April 4, 2022.

Green/Net Zero Regulations: The Department is currently obtaining written price quotes for a consultant to prepare green building regulations, that include the furtherance of the City's Net Zero pledge, as requested by the City Commission. An update as to our direction will be discussed on the February 8, 2022, City Commission meeting. Community Development is in the process of securing a contract with the Spinnaker Group to work on this project.

Zoning Text Amendment – Incentives: At the City Commission Workshop on January 28, 2022, the City Commission directed staff to bring forward amendments to the current development incentives that are currently available within the CRA. Staff has requested submittal of written price quotes from a variety of planning firms and are working with the Finance Department to secure a consultant. We anticipate bringing a draft ordinance to you by spring.

Affordable Housing Study: The department has been requested to prepare an Affordable Housing Study and are in the process of obtaining written price quotes, consistent with the purchasing policy of the city, to determine if a public hearing is necessary to hire a consultant. Community Development is in the process of securing a contract with Munilytics to work on this project.

Neighborhood Signage: The Department will be engaging residents in the neighborhood located approximately between SW 24 Avenue and SW 27 Avenue, north of Griffin Road to identify an acceptable neighborhood name. This will allow us to complete the rebranding initiative that the CRA started with the installation of neighborhood rebranding signage. We are waiting for additional responses to be submitted. This project is anticipated to be completed by summer.

GIS Working Group: This is an inter-departmental working group lead by Community Development, which is composed of team members from Public Services, Information Technology and Community Development to address city-wide, as well as specific departmental GIS need. This group serves to train team members, share information, and assist other in completing tasks. This group meets monthly. This is ongoing, interdepartmental, function.

Building Division:

The Building Department reviewed and issued 181 building permit applications.

Building staff conducted 1,147 inspections and issued one residential Certificate of Completion and five commercial Certificates of Occupancy.

The Department collected $749,098.27 in building permits for the month of February.

Planning and Zoning Division:

Dania Beach Park – This site plan application proposes a 12-story multifamily residential building containing 102 dwelling units located at 46 SW 1st Avenue. It is currently being reviewed by the DRC.

Quarterdeck Food/Beverage Kiosks – This site plan application proposes three kiosks at the Quarterdeck Restaurant at Dania Beach Pier. It is currently being reviewed by the DRC.

Seagis Port 95 Building D – This site plan application proposes a new 55,000 square foot industrial warehouse located at 3410 SW 34th Court. It is currently being reviewed by the DRC.

Dania Plaza – This application is for Site Plan approval for a 90 room hotel proposed for 380 S. Federal Highway, along with the required application for Special Exception approval. It is being reviewed by the DRC.

City Place – The applicant is proposing to develop 110 apartment units on a 1.24-acre site located at the northeast corner of SW 3rd Avenue and SW 1st Street. It has been reviewed by the DRC and is being scheduled for an upcoming City Commission meeting.

Koosh Living – This application for Site Plan approval is for a 233 multi-family residential / mixed use development at 3851 Stirling Road, along with applications for rezoning, assignment of flexs and plat approval. It has been reviewed by the DRC and is being scheduled for an upcoming City Commission meeting.

Seaview II – The applicant is proposing a Site Plan Modification in order to add an additional 98 Units to this previously approved multifamily residential project located at 801 East Dania Beach Boulevard. This proposal is currently being reviewed by the DRC.

Showroom Warehouse - Applicant David Gigel has applied for a Site Plan approval for a warehouse with twenty percent office space at 684 SW 7 Terrace. This project is currently being reviewed by the DRC.

Masri Estates – The applicant is seeking Site Plan approval and a right-of-way vacation in order to develop five (5) single-family homes and a new roadway at 25th Way and Griffin Road. This project is currently being reviewed by the DRC.

Code Enforcement Division:

The team is continuing to work with BSO to enforce violations at vacation rentals, addressing noise, parking issues, and any stay less than five (5) days.

- Code is contacting the BSO Homeless Outreach when we notice homeless campsites.

- A total of 62 complaints were submitted into the code complaint system and were inspected by code staff.

- Code has completed inspecting all businesses to educate new businesses and assure compliance of existing businesses in regards to the City's ban-on plastic straw ordinance. We will be following up with any businesses that were not in compliance.

- Code has been working with Public Services to address bulk trash issues within the City and creating a standard operating procedure for Public Services and Community Development to help work seamlessly together.

- 35 bulk notices were issued in February and the City removed bulk from 6 of the 35 properties that did not comply and invoices were mailed out.

Beach Ranger and Parking Division:

- Beach Rangers issued 648 parking citations

- Staff reported 24 violations at the beach including safety issues and graffiti.

- Turtle friendly lighting inspections are being conducted nightly to make sure the City is compliant with State, County, and City Regulations.

- In collaboration with Planning and Public Services, we are evaluating and developing a sign program for the beach.

- In collaboration with Public Services, we are working on revamping the motorcycle parking area.

- All new parking meters are now operational.

Oak Hammock Tree Protection Overlay District:

- See attached Summary Report

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT
2021 ANNUAL SUMMARY REPORT

Summary of Activities/Incidents

1. 8/25/20 – Zoning in progress resolution (R-2020-094) approved by City Commission (START OF TRACKING)
2. 9/5/20 – Unpermitted removal of 2 specimen sized live oak trees at 5861 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
3. 11/25/20 – Unpermitted removal of 3 specimen sized live oak trees at 5901 SW 36th Terrace (3 X HOUSE BILL REMOVALS – City did not agree with report)
4. 12/28/20 – Unpermitted removal of 2 more specimen sized live oak trees at 5901 SW 36th Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
5. 1/24/21 – Unpermitted removal of 1 specimen sized live oak tree at 5870 SW 37th Avenue (1 X HOUSE BILL REMOVAL – City agreed with report)
6. 1/26/21 – Article 826 – Tree Protection Overlay District ordinance adopted
7. 2/16/21 – Unpermitted removal of 1 specimen sized live oak tree at 5961 SW 37th Ave (1 X HOUSE BILL REMOVAL – City agreed with report)
8. 3/4/21 – Permitted removal of 1 foxtail palm tree at 5830 SW 37th Avenue
9. 3/6/21 – Unpermitted removal of 1 specimen sized live oak at 5720 SW 37th Terrace (1 X HOUSE BILL REMOVAL – City agreed with report)
10. 4/25/21 – Pruning advance notice received for 5910 SW 37th Ave
11. 5/25/21 – Driveway repaving at 5861 SW 36th Terrace (prior House Bill Removal – grandfathered – see item 2 above). Added to Overlay Summary because site does not meet minimum overlay district landscape standards even though no landscape alterations occurred.
12. 7/16/21 – General license request to remove specimen tree denied. Tree removed using house bill (1 X HOUSE BILL REMOVAL – City did not agree with report)
13. 9/15/21 – Complaint alleging excessive root impacts at 5940 SW 37th Ave
14. 12/13/21 – Complaint investigation at 5930 SW 36th Terrace
15. 12/20/21 – Tree removal coordination w/new owner of 5720 SW 37th Terrace.
16. 2/25/2022 – Tree removal permit application submitted for 5981 SW 37th Terrace. Evaluation in progress.
17. 2/26/2022 – Citation/Violation at 5840 SW 37 Ave for trimming without permit/providing notice. Violation later rescinded due to all actual trimming activities being acceptable under Article 826

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT
2021 ANNUAL SUMMARY REPORT

Annual Summary Matrix

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
September '20	2	2	0	1	0	0	0	0	0
October '20	0	0	0	0	0	0	0	0	0
November '20	3	3	0	1	1	$1,500	0	0	0
December '20	2	2	0	1	1	$1,000	0	0	0
2020 Subtotal	7	7	0	3	2	$2,500.00	0	0	0
January '21	1	1	0	1	0	0	0	0	0
February '21	1	1	0	1	0	0	0	0	0
March '21	2	1	1	0	0	0	0	0	0
April '21	0	0	0	0	0	0	0	0	1
May '21	0	0	0	0	0	0	0	0	1
June '21	0	0	0	0	0	0	0	0	0
July '21	1	1	0	0	0	0	0	0	1
August '21	0	0	0	0	0	0	0	0	0
September '21	0	0	0	1	0	0	0	0	0
October '21	0	0	0	0	0	0	0	0	0

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT
2021 ANNUAL SUMMARY REPORT

November '21	0	0	0	0	0	0	0	0	0
December '21	0	0	0	1	0	0	0	0	1
2021 Subtotal	5	4	1	4	0	0	0	0	4
January '22	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
February '22	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**1**
TOTAL	**12**	**11**	**1**	**7**	**2**	**$2,500.00**	**0**	**0**	**4**

Note: Table includes actions documented in the final 4 months of 2020 once "zoning in progress" began

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: March 14, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.15 13:54:25 -04'00'

FROM: Linda Gonzalez, SPHR, SHRM-SCP – HR / Risk Management Director *LG*

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities:

- Open/To be open Recruitments:
  - Recreation Assistant (3 Part-time positions)
  - Beach Lifeguard (2 Part-time positions)
  - Permit Services Specialist
  - Planner
  - Summer Camp Counselor (10 Temporary positions)
  - Summer Camp Supervisor (1 Temporary position)

  - Recent Hires
    - Service Worker II, Utilities, Public Services
    - Administrative Specialist II, Community Development
    - IT Division Director, IT
    - Lifeguard, Parks and Recreation
    - Facilities Maintenance Technician, Public Services
    - Recreation Assistant

Human Resources continues the recruitment incentive for various positions for employees. Employees will receive a $100 bonus for referring an applicant who is hired, an additional $100 after 90 days and a final $100 after the success completion of the probationary period.

- Human Resources is finalizing plans for the Health Fair scheduled for April 13 for all employees. "Get Fit Dania Beach" will be the name of our Health Fair and will incorporate multiple vendors including acupuncture, biometrics, chair massages, smoothies, and many other events, to encourage our employees to participate. The Health Fair will take place at IT Parker. Additionally, a Step Challenge was sent to all employees and allows employees to participate over a 5-week period starting in March. The challenge will allow employees to participate in teams or individually and enable them to earn a

$100 gift card for completing challenges. Information on how to register and participate has been sent to all employees.

- As part of our R.I.S.E initiative, we continue to look for ways that allow our team members to show their appreciation for the outstanding service delivery they provide every day. In this spirit, and to continue the celebration of National Employee Appreciation Day, Human Resources has introduced Team Member Appreciation Cards to all City team members. Team members are encouraged to come up to Human Resources to pick up and fill out a Thank You note or a Kudos card for anyone on the City's team and can also provide each other with a mini button to celebrate a job well done or going the extra mile. This is a great way for all of team members to get involved in recognizing the valuable contributions that each of them makes.
- On March 2nd, the newly renovated team member breakroom was unveiled. The renovation included new appliance, flooring, and furniture. The patio space also included new furniture. Special thanks were given to the Building Facilities team and Public Services for their extra efforts in making the breakroom a special place for all of our team members.
- Human Resources introduced the Microsoft Office Suite Training for Administrative employees on February 24, 2022. Employees who attended were provided with information on how to access the site and select the available courses at their own pace and at their level of expertise. A second training session is scheduled for March 24, 2022, which will allow those employees who were not able to attend the original session. This training will allow employees to advance their skillset, which is an excellent development opportunity for our team.
- Human Resources has scheduled a "Reasonable Suspicion" Training for Supervisors on March 17, 2022. This is an annual training conducted by NMS Management Services. This training will provide all new supervisors/managers as well as our current supervisors/managers with the laws regarding Reasonable Suspicion drug and alcohol testing, and additional tips to assist them with how to handle any issues that arise.
- On March 9, the City, and the American Federation of State, County, and Municipal Employees, (AFSCME) Union, held the first bargaining session. The City presented a comprehensive written package of proposals and the PPM and emphasized the City's goal in bring union employees under the PPM. AFSCME did not present any proposals or counterproposals at the bargaining table. The City offered an additional bargaining date for March 18. AFSCME stated they would not be ready to bargain again until May and advised they would get back to the City with additional dates. The City requested that AFSCME provide multiple dates and offered to meet as often as possible with the goal of ratifying a new contract prior to the expiration date of the current contract.

CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: March 15, 2022

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

FROM: Eric Brown, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

The Departments CIP projects are moving forward and moving quickly. Kimley-Horn and Associates contract has been executed for the Design Services of Tootie Adler Park and the design and survey is under way. On March 8th City Commission approved the rank and negotiations for the top ranked firm, Bermello, Ajamil & Partners, for the Design Services of CW Thomas Park. Staff has begun negotiations with hopes to finalize the contract and bring it before commission in April.

Pending final execution of the contract with Playmore Recreational Products the purchase order will be opened to begin construction of the Melaleuca Park Playground.

Staff is working with procurement to put together the RFQ for Design/Build Services for the upgrades at IT Parker.

With spring approaching the number of visitors to the beach has increased with the parking lot filled to capacity on multiple occasions. Staff is excited for the installation of the new yellow beach lifeguard tower on March 16th. Once this tower is installed, there are two additional towers that will be replaced this fiscal year.



Ocean Rescue Report:

- Rescues – 1
- Medical – 2
- Law Enforcement Calls – 2
- Missing Persons – 4

Staff hosted the Mayors Chess Challenge, a county-wide initiative, on Saturday, March 12th at CW Thomas Park. The event was a success with around 25 kids coming and going throughout the event.

The Dolphins Football and Cheer banquet was held at CW Thomas Park on Saturday, March 12th. Parents and youth came out for a fun filled event!

The Frost Park Flea Market on March 12th was sold out and was a great success.

Staff took the opportunity to partner with the FYCCN/FWC to train five staff and become Fishing Certified to begin teaching fishing programs in our facilities.

Registration is ongoing for Spring Break Camp at all three sites, Frost Park, CW Thomas Park and PJ Meli Park. The camp will run March 21st through the 25th.

The first ever Teen Spring Camp will be held March 21st through March 25th at IT Parker from 9am – 2pm for ages 13 – 17. This camp will be free to those registered and BSO Personnel will be making appearances.

There is one upcoming opportunity for the community to experience professional sports with the NBA Experience.

- The NBA Experience will provide free tickets to the Atlanta Hawks vs. Miami Heat game on Friday, April 8th at the FTX Arena. 42 tickets are available, the tickets are first come first serve, limited to four tickets per household. Everyone must provide their own transportation.

Ongoing programs:

- Rising Stars at all three sites
- Walkers Club at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Water Polo at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Aquatic Complex
- Jazzercise at Frost Park
- Youth Soccer Clinics at Frost Park (51 participants currently signed up)
- Football Skills Clinics at CW Thomas Park
- T-Ball at Frost Park
- 1Up! Gaming at CW Thomas Park
- Adult Kickball at PJ Meli Aquatic Complex
- Pickleball Clinics at Frost Park

Upcoming Programs and ideas:

- 5 on 5 Basketball Tournament at PJ Meli Park on April 23rd
- Adult Small Goal Soccer at CW Thomas Park
- Youth Archery Program – trying to get staff scheduled to be trainer, staffing issues with the company has delayed the process

- Youth Flag Football Program – staff creating proposal
- Adult Flag Football – staff creating proposal
- Youth Fishing – Ordering equipment from FWC

Park improvements continue to remain a priority for the department. The below improvements have been completed or are being scheduled to be completed:

- Staff continues to work with Public Services staff on the ball fields located at Frost Park and PJ Meli Park.
- Pressure cleaning of PJ Meli Complex (issue with getting vendor out)
- PJ Meli Aquatic Complex Playground updates are complete
- The pool pump has been ordered for CW Thomas Park's pool.
- Tennis posts replace at PJ Meli Park

The department continues to actively monitor COVID-19 and remains in contact with other cities throughout Broward County regarding programming, rentals, etc. Indoor rentals have resumed.

DANIA BEACH
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CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 22, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.03.16 08:26:52 -04'00'

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

Fernando J. Rodriguez
Digitally signed by Fernando J. Rodriguez
DN: cn=Fernando J. Rodriguez, o=City of Dania Beach, ou=Public Services Department, email=frodriguez@daniabeachfl.gov, c=US
Date: 2022.03.15 16:43:01 -04'00'

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – February 22, 2022 – March 21, 2022**

Provided below is a summary of the main PSD activities for roughly the past five weeks.

- **Pier Refurbishing Project**: Work on the pier is underway with the first sections of railing being replaced on the west end. The first phase of the project, which will also include the outer section deck replacements, is expected to be completed by the fall.

- **2nd Floor/West Wing Remodeling Project**: the project's construction is proceeding well with expected completion in mid to late summer.

- Status of the following projects is as follows:
  - **Southeast Drainage Improvement Project** – nearing 90 percent design stage; in permitting phase.
  - **Design phase completed for: SW 34 Terrace, SW 37th Terrace, SW 52nd Street and SW 54th Court drainage projects.** The SW 37th Terrace and SW 54th Court projects have been advertised for bidding, with bids expected next month.
  - **Water Treatment Plant Lime Silo Painting –** Bidding will begin in the next week.

- **Landscape Master Plan:** The City's landscape architect consultant presented the landscaping plan for the Griffin Road corridor. Although generally well-received, there were concerns voiced regarding some of the tree species. The consultant and PSD will return to the commission with a brief presentation of an alternative scheme.

- **Ocean Park turtle compliant lighting:** 16 turtle compliant light bollards will be installed in the parking lot in the next few weeks. The solar powered bollards will enhance safety and aesthetics while adhering to the use of lighting that is "turtle compliant".

FJR/fjr

\continued...

Grant Funding

Infrastructure Investment and Jobs Act or FIB

The PSD attended a grants workshop hosted by Representative Wasserman-Schultz on the historic Federal Infrastructure Bill (FIB) that will fund $550 billion in capital projects over the next few years. Federal and state officials stressed the importance of planning transportation and resiliency projects.

The C-51 Canal Project and the SE Drainage Project will benefit from additional funding to the State's Clean Water State Revolving Funds. This low-interest loan program will be able to covert some loans to grants.

Mr. Greg Stuart, Executive Director of the Broward Metropolitan Planning Organization, informed us that their local projects schedule might accelerate from a five-year to a two-year cycle. As a result, the MPO will look for new projects to backfill its plan.

Broward County – Community Development Block Grant

PSD attended the Broward County CDGB Year 48 Workshop. The Department is reviewing projects that are designed or in the design phase for grant funding consideration. Broward County stresses the importance of submitting shovel-ready projects that can be completed within a year.

Transportation Surtax

Broward County's Mobility Advancement Program (MAP) is preparing the funding agreement between the City and Broward County for the SW 43 Terrace Drainage Improvement Project. PSD expects the contract will be available for the City's Commission approval in April and ready for the bidding phase.

FJR/fjr

CITY OF DANIA BEACH
COMMUNICATIONS
PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: February/March 2022
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager Candido Sosa-Cruz Digitally signed by Candido Sosa-Cruz DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=csosacruz@daniabeachfl.gov, c=US Date: 2022.03.13 13:43:51 -04'00'
FROM: Katia Bordy, Public Information Officer
SUBJECT: Public Information Officer Communications

Ongoing Communication
The City's website, social media and TV Channel 78 are continuously updated with relevant, new, and important information. All City Departments receive media support on a variety of projects.

Below are the latest social media, website and video communications including special event activities:

- Creating Collateral for the Broward League of City Event
- Produced Beam Team and Code Compliance Maps and Staff Contacts
- Designed Dania Beach Come RISE With Us New Developments Brochure
- Promoted Distinguished Budget Presentation Award and Certificate of Achievement
- Collateral, Promoting, and Taking Footage of Public Arts Projects
- Creating Collateral for the State of The City Address
- Took Photos / Drone Footage and Promoted Multiple CIP Projects
- Designed Certificates, Graphics and Cards for Human Resources
- Designed and Promoted PayByPhone, Parking Fees and Resident Parking Pass
- Promoted Bulk Pick Up Week - Keep Dania Beach Clean
- Promoted The Dania Beach Senior Citizens Club event
- Promoted CRA's Dania After Dark and Arts and Seafood Celebration
- Promoted multiple Parks Programs and Activities
- Promoted Public Services and Community Development Programs
- Distributed information for the PPE Flood Insurance Evaluation Report
- Produced the Dania Beach Flood Flyer 2022
- Produced the City Manager's Report
- Designed and Promoted Youth Advisory Council Meetings
- Designed and Promoted Monthly Celebrations on Social Media
- Prepared and Promoted Monthly Themes

DANIA BEACH
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CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: **March 10, 2022**

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

FROM: Daniel J. Marks, Captain

RE: **Dania Beach Monthly Memo to City Manager**

PART I CRIME SUMMARY

PART 1 CRIMES 02/17/2022 - 03/02/2022	
PART 1	**TOTAL**
AGGRAVATED ASSAULT	3
AGGRAVATED BATTERY	2
AUTO THEFT	8
AUTO THEFT - MOTORCYCLE	2
BURGLARY BUILDING/STRUCTURE	1
BURGLARY BUSINESS	1
BURGLARY CONVEYANCE	12
BURGLARY RESIDENCE	3
ROBBERY	1
ROBBERY-CARJACKING	1
SEXUAL BATTERY	1
THEFT - ALL OTHER	13
THEFT - BICYCLE	3
THEFT - MOTOR VEHICLE PARTS	3
THEFT - RETAIL / SHOPLIFTING	4
Grand Total	58

NOTABLE DECREASES

Within the past 2 weeks, there was:

- A decrease of **1** Robbery.
- A decrease of **1** Burglary Building.
- A decrease of **1** Burglary Residence.

CRIME TRENDS

- **Catalytic Converter Thefts**
  - Multiple vehicles owners across the city have fallen victim to these thefts. The suspects slide under the vehicles remove the bolts holding the converter, and are gone within 5 minutes.
- **Retail Theft**
  - Ongoing thefts occurring at several gas stations in the City. The suspects have been walking into the establishment, taking cases of beer, passing all points of sale, and then exiting.

NOTABLE ARRESTS

Arrests: 02/17/2022 – 03/02/2022
39

In the course of 2 weeks detectives have

- 13 arrests.
- Recovered one stolen vehicle with an arrest.
- Seized two firearms.
- Seized 15 grams cocaine and two grams fentanyl.
- We also welcomed the newest addition to the Dania Beach district, narcotics detection dog Aika. Detective Pecoraro has completed three months of canine school with Aika and she is trained to detect heroin, methamphetamine, cocaine, and marijuana. Aika is a 14 month old German shorthaired pointer who enjoys long walks and tennis balls.

Filing False police report/Insurance Fraud: Defendant claimed someone broke into his car while staying at the comfort suites and stole a Rolex watch and gold chain with a pendant but video obtained showed it did not happen.

Burglary Conveyance: On 1/11/22 the suspect broke into the victim's 2015 vehicle while eating at the Outback located at 1760 Sterling Rd. Suspect identified through video by the victim.

Sexual Cyber harassment (Revenge Porn): Suspect is the victim's ex-boyfriend who was arrested on 02/24/2022. After their breakup, he posted multiple naked photos of the victim including videos that showed her performing sexual acts. These images and videos were distributed throughout many online websites.

Fraud: Two defendants were arrested on 03/01/22 at 166 N Compass Way., Dania Beach (Marriott Hotel) for fraudulent use of credit cards, possession of a credit card reader and a fraudulent driver license, possession of marijuana, and grand theft over $5,000.

MOTORS / COMMERCIAL VEHICLE ENFORCEMENT

- Four motormen conducted a city wide "Aggressive Driving Ops" between 5pm-9pm. 40 citations (Warnings, Moving, and Non-moving violations) were given.

- The Traffic Unit continued with school zones and along SE 5th Av.

HOMELESS OUTREACH TEAM

- We are continuously monitoring the transients passing through the city, enthusiastically encouraging them to continue their journey.

- **UPDATE:** A chronic homeless client, whom we have been working with for months (hospital stay, nursing staff, social services and social security administration) was approved as of yesterday for SSDI benefits including three months back support benefits. This success was after months of hiccups and denials. We have since coordinated with an ALF for placement upon receipt of his first check expected in two weeks. Update to follow.

- We were recently approached by a Deputy attempting to assist a homeless Veteran with housing but encountered several road blocks. A local church assisted the Deputy with allowing the Veteran to sleep there for a few nights. The Veteran subsequently secured a few nights at a motel allowing us time to secure placement. After reaching out to several contacts within our network, placement was secured at an ALF where he is currently residing as of this week.

- We have been visible at the Griffin Rd. Publix in order to deter any panhandling by the ATM. I am pretty confident that we arrested the subject who was loitering last night for theft at a nearby business.

NEIGHBORHOOD SUPPORT UNIT

FOLLOW UP/DIRECTIVES/INITIATIVES

- **February 23, 2022 - A Day with Deputy Dion** - Dion Tisdale is a promising young 5th grader at Dania Beach Elementary with a dream to be a BSO Deputy. Thanks to his teacher & the NST Unit, Dion got to get his very own special badge, his own uniform, and a personal introduction to many of BSO's specialized units, some of which are SWAT, MARINE, K-9, BOMB, MOTORCYCLE, FIRE RESCUE, as well as Sheriff Gregory Tony, Myself, Executive Lieutenant Tarala and several other command staff members present.

- Last Wednesday we were able to honor fallen Town Marshal John Clifton. BSO employees held a brief ceremony at his gravesite and cleaned his headstone.
  He lived from April, 1864 - March 7, 1914. John Clifton was appointed the part-time Town Marshal for the City of Dania, Florida (now Dania Beach and part of BSO's jurisdiction) when it was determined the only other law enforcement agency, the Dade County Sheriff, was too far away to respond to complaints and incidents. Marshal Clifton continued as a local farmer during his career as marshal which, according to newspaper accounts at the time, consisted of "rounding up drunks and putting them in jail," a one-room building with a dirt floor. On March 7, 1914, Marshal Clifton was shot and killed during a domestic violence call. Clifton's suspected assailant, Bill Walker, managed to escape the scene following the shooting. He was never apprehended, and no one was ever prosecuted for the murder. Marshal Clifton was laid to rest in Dania Beach's historic Westlawn Cemetery.

- **Meetings Zoom/In Person**
- February 25, 2022 - Dania Beach Arts & Seafood Meeting - 10:00am
- February 25, 2022 - Dania Beach Safety Committee Meeting - 11:00am

BUSINESS CHECKS

- Publix - 3102 Griffin Rd Chevron (Griffin/Anglers)
- Dollar Tree - 433 Sheridan St. Coral Diving Club
- Walmart 401 Sheridan St. Walmart

- AT&T Store - 2600 Griffin
- Dollar Tree - 2620 Griffin Road
- Happy Family 45 NW 5th Ave
- Publix - 402 E Dania Beach Blvd

BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
02/017/2022 - 03/02/2022

THERE WERE A TOTAL OF 70 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

CALLS FOR SERVICE	TOTAL
03-HIT & RUN	1
04-ACCIDENT-MINOR	7
10-50 TRAFFIC STOP	1
10-STOLEN VEHICLE	3
13I-SUSPICIOUS INCIDENT/PACKAGE	3
14-INFORMATION	1
18-FELONY WARRANT	1
22-DISTURBANCE/NUISANCE	5
22N-DISTURBANCE-NOISE COMPLAINT	5
30-LARCENY	1
37-DISTURBANCE JUVENILE	1
49A-AUDIBLE/INTRUSION ALARM	6
51-TRESPASSING	1
66-CIVIL MATTER/CUSTODY ISSUE	3
67UM-MEDICAL-UNKNOWN MEDICAL	2
68-POLICE SERVICE CALL	13
69-ANIMAL SERVICE CALL	1
72-LOST/FOUND PROPERTY	3
74-RECALL	1
76-AOA (ASSIST OTHER AGENCY)	3
911 HANG UP/DROP OFF	8
Grand Total	70

There was an 12% increase in Calls For Service compared to the past two weeks.

THERE WERE A TOTAL OF 5 PART 1 CRIMES FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a 16% decrease in Part 1 crimes compared to the past two weeks.

PART 1	TOTAL
AUTO THEFT	2
THEFT - ALL OTHER	3
Grand Total	5

CITY OF DANIA BEACH
CALLS FOR SERVICE – AVERY APTS (121 N COMPASS WAY)
02/017/2022 - 03/02/2022

THERE WERE A TOTAL OF 9 CALLS FOR SERVICE FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

CALLS FOR SERVICE	TOTAL
10-STOLEN VEHICLE	1
13I-SUSPICIOUS INCIDENT/PACKAGE	2
22N-DISTURBANCE-NOISE COMPLAINT	5
69-ANIMAL SERVICE CALL	1
Grand Total	9

There was a 22% increase in Calls For Service compared to the past two weeks.

THERE WERE A TOTAL OF 2 PART 1 CRIMES FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

PART 1	TOTAL
AUTO THEFT	1
INFORMATION	1
Grand Total	2

There was a 50% decrease in Part 1 crimes compared to the past two weeks.

There was a 100% Increase in Part 1 crimes compared to the past two weeks.

DANIA BEACH
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CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)

EXTERNAL MEMORANDUM

DATE: March 15, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: **Dania Beach Memo to City Manager**

Please see the requested information below concerning the last month- February 14, 2022 – March 15, 2022 of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety
- Agenda reviews team conference
- Agenda reviews with Commissioners
- BSO Ops Conference call with District Chiefs
- Safety Committee meeting with City team –
- Monthly Meeting Broward County Board of Rules and Appeals
- Continued Station 1 and Station 17 visit for Accreditation preparations for March visit
- Commission Meeting –
- Professional Development – Legal Ethics Officer Class 45 Hours State Course
- Fire Station #1 Hardening Grant – Meeting with surveyors and onsite inspections with Calvin Giordano Crews and inspectors
- Continued Bi-Annual Bunker Gear Cleaning – Off Going Crews leave gear to be professionally cleaned and ready as they return to duty
- Preparing for new crew at Fire Station 1 – Developing plan for rooming quarters and offices, met with Contractor to get quotes and layout plan, also had input from F. Rodriguez and O. Dincer.
- Medical Room Wi-Fi issue with help from City team- Arranged Wi-Fi signal to work in order to transmit temperature in our medical locker.
- Public Education – Q17 crew and BSO educator 130 students review of Fire Truck Strategic Planning- BSO team review of our strategic plan and progress
- Art & Seafood Special event- Preparation meetings
- Broward League of Cities Luncheon
- Fire Station Campus visit City Manager Deputy City Manager – Vision for future
- Seniors of Dania Beach meeting at IT Parker

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: March 1, 2022

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Business Listing Report

Business Start Date 02/01/22 - 02/28/22
Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
ADRIEL MARTINEZ	ADRIEL MARTINEZ	728 SW 6 ST, Dania Beach, FL 33004	(786) 346-9731		02/10/2022	
AVID HOTEL	DANIA RESORTS LLC	3001 SW 26 TER, DANIA BEACH, FL 33312	(754) 400-3222		02/03/2022	
BRIAN AND VANESSA CHAPMAN	BRIAN AND VANESSA CHAPMAN	500 NE 2 ST 215, Dania Beach, FL 33004	(917) 337-7237		02/24/2022	
CORAL DIVING CLUB	CORAL DIVING CLUB LLC	222 N FEDERAL HWY STE 105, DANIA BEACH, FL 33004	(786) 534-3831		02/28/2022	
CT CANTINA AND TAQUERIA	CT CANTINA AND TAQUERIA INC	176 N POINTE DRIVE, DANIA BEACH, FL 33004	(754) 200-1993		02/25/2022	
DOCTORS IN TECH	MOTION REBOOT LLC	476 SE 14 ST, Dania Beach, FL 33004	(954) 289-2811		02/10/2022	
DOLPHIN JEWELERS OF HOLLYWOOD	DOLPHIN JEWELERS OF HOLLYWOOD	52 N FEDERAL HWY, Dania Beach, FL 33004	(954) 927-9775		02/17/2022	
JOE DIEMMANUELE	JOE DIEMMANUELE	43 SW 6 ST, Dania Beach, FL 33004	(954) 520-4001		02/03/2022	
PREMICER CELLARS	PREMIER CELLARS LLC	2830 STATE RD 84 107, Dania Beach, FL 33312	(954) 467-2822		02/10/2022	
RONNY PLASENCIA	RONNY PLASENCIA	4600 SW 43 AVE, Dania Beach, FL 33314	(786) 232-5462		02/03/2022	
TJA GLASS CORP	TJA GLASS CORP	1210 STIRLING RD A 7, DANIA BEACH, FL 33004	(786) 609-5323		02/04/2022	
TRAC-GRABBER	TRAC-GRABBER LLC	3000 RAVENSWOOD RD 6-A, DANIA BEACH, FL 33312	(954) 294-7711		02/04/2022	

Businesses 12

CITY OF DANIA BEACH
FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: March 15, 2022

SUBJECT: Finance Monthly Report –February 2022

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Capital Projects Fund
- Enterprise Funds
    - Water
    - Sewer
    - Stormwater
    - Marina
- Grant Funds
    - City Grants
    - CRA Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

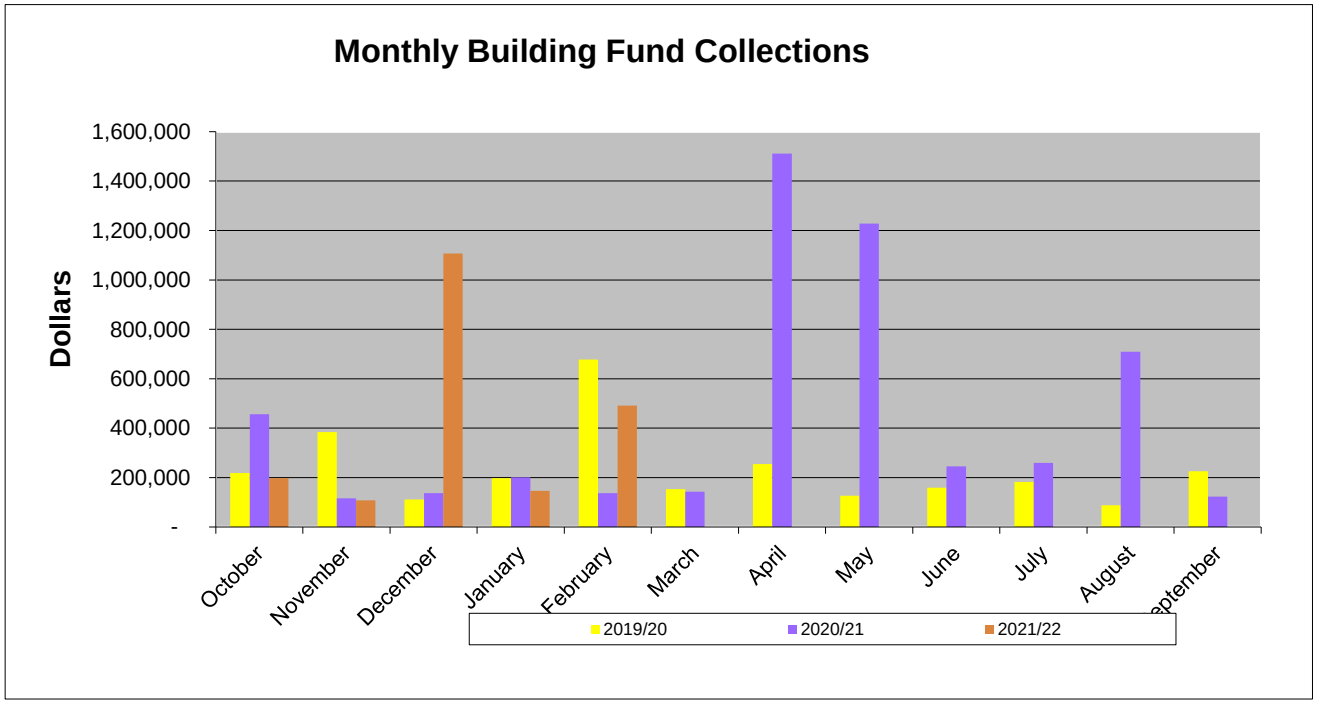
- Delinquency Report
- Meter Replacement Reports
- Aging Report

Contingency and Fund Balance Estimate

Building Fund Collections

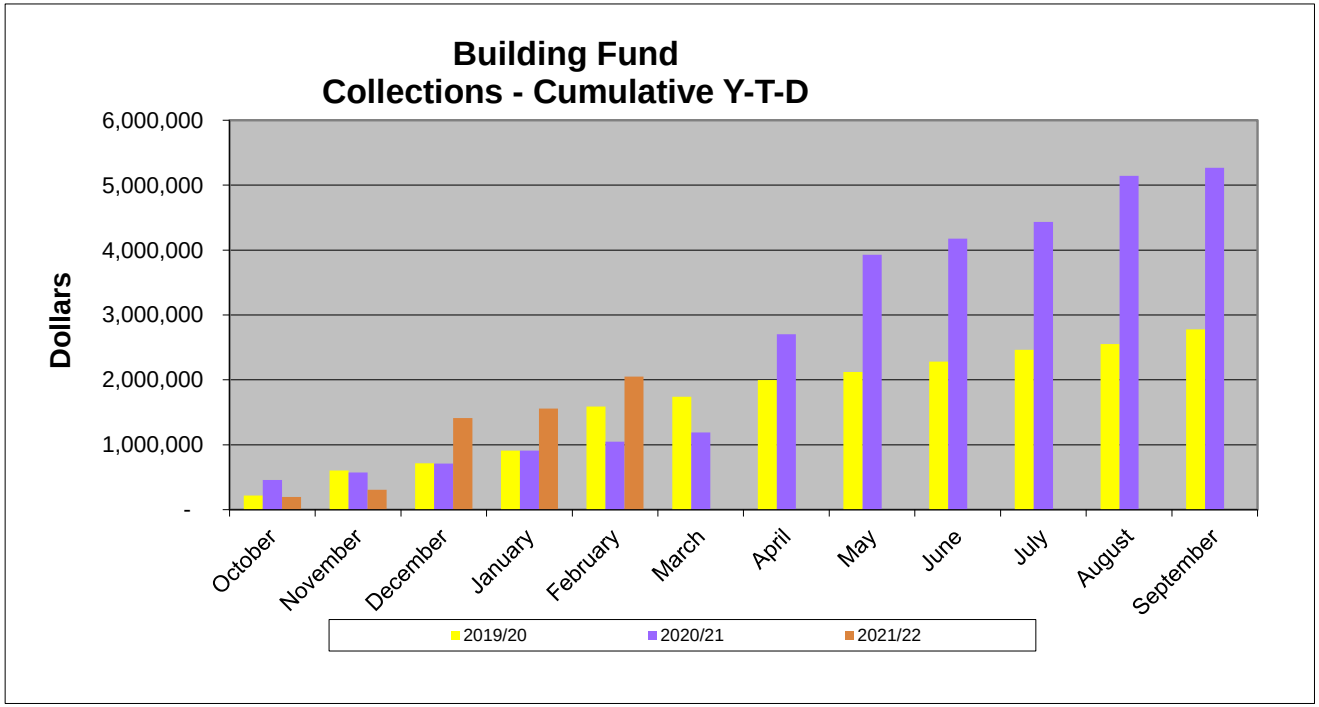
Building Fund - thru February 2022

Monthly	2019/20	2020/21	2021/22
October	218,842	456,717	197,486
November	383,986	115,930	107,616
December	110,855	137,352	1,106,293
January	197,296	201,184	146,194
February	677,686	137,028	490,813
March	152,797	142,455	
April	254,963	1,511,205	
May	126,368	1,227,546	
June	159,353	245,199	
July	182,848	259,308	
August	88,029	709,467	
September	225,951	122,504	
Total	2,778,973	5,265,894	2,048,402



Cumulative	2019/20	2020/21	2021/22
October	218,842	456,717	197,486
November	602,828	572,647	305,102
December	713,683	709,999	1,411,396
January	910,978	911,182	1,557,590
February	1,588,665	1,048,210	2,048,402
March	1,741,462	1,190,665	
April	1,996,424	2,701,870	
May	2,122,792	3,929,416	
June	2,282,145	4,174,614	
July	2,464,994	4,433,922	
August	2,553,023	5,143,389	
September	2,778,973	5,265,894	
Annual Goal	**5,268,000**	**4,777,331**	**4,741,977**

Shut down due to COVID-19

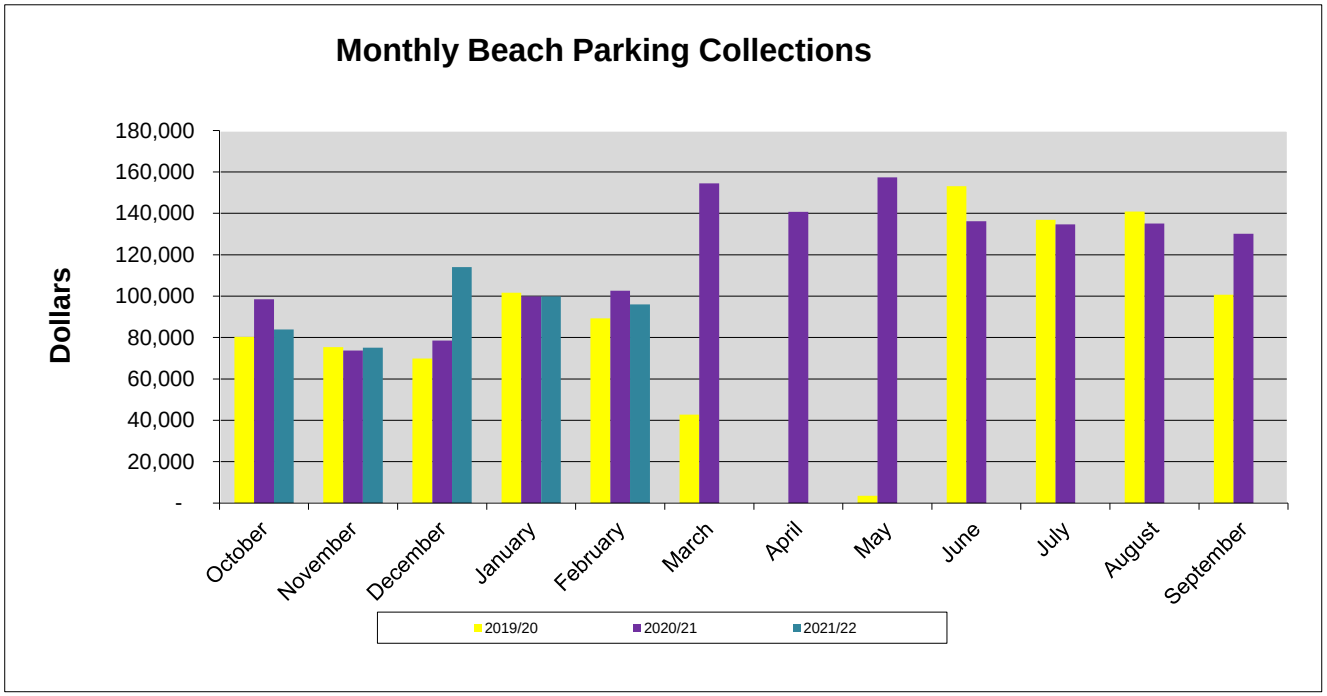


Parking Fee Collections

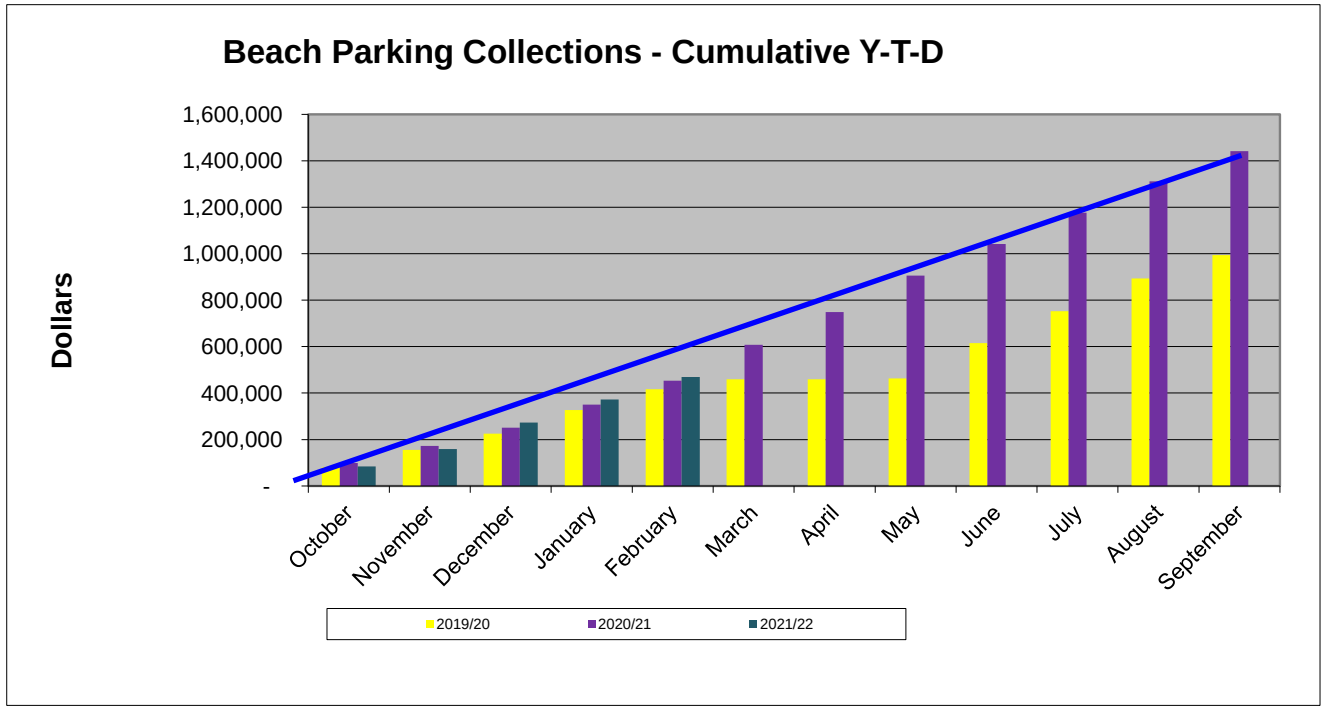
Beach Parking - thru February 2022

Monthly	2019/20	2020/21	2021/22
October	80,310	98,451	83,856
November	75,366	73,741	75,150
December	69,806	78,542	114,003
January	101,586	99,866	99,857
February	89,239	102,595	95,973
March	42,686	154,528	
April	-	140,766	
May	3,577	157,300	
June	153,086	136,216	
July	136,900	134,658	
August	140,789	135,026	
September	100,699	130,087	
Total	994,044	1,441,776	468,838

COVID-19 shut down



Cumulative	2019/20	2020/21	2021/22
October	80,310	98,451	83,856
November	155,676	172,193	159,005
December	225,483	250,735	273,009
January	327,069	350,600	372,866
February	416,308	453,195	468,838
March	458,993	607,723	
April	458,993	748,488	
May	462,570	905,789	
June	615,656	1,042,005	
July	752,556	1,176,663	
August	893,345	1,311,689	
September	994,044	1,441,776	
Annual Budget Goal	**1,219,032**	**1,094,352**	**1,347,086**



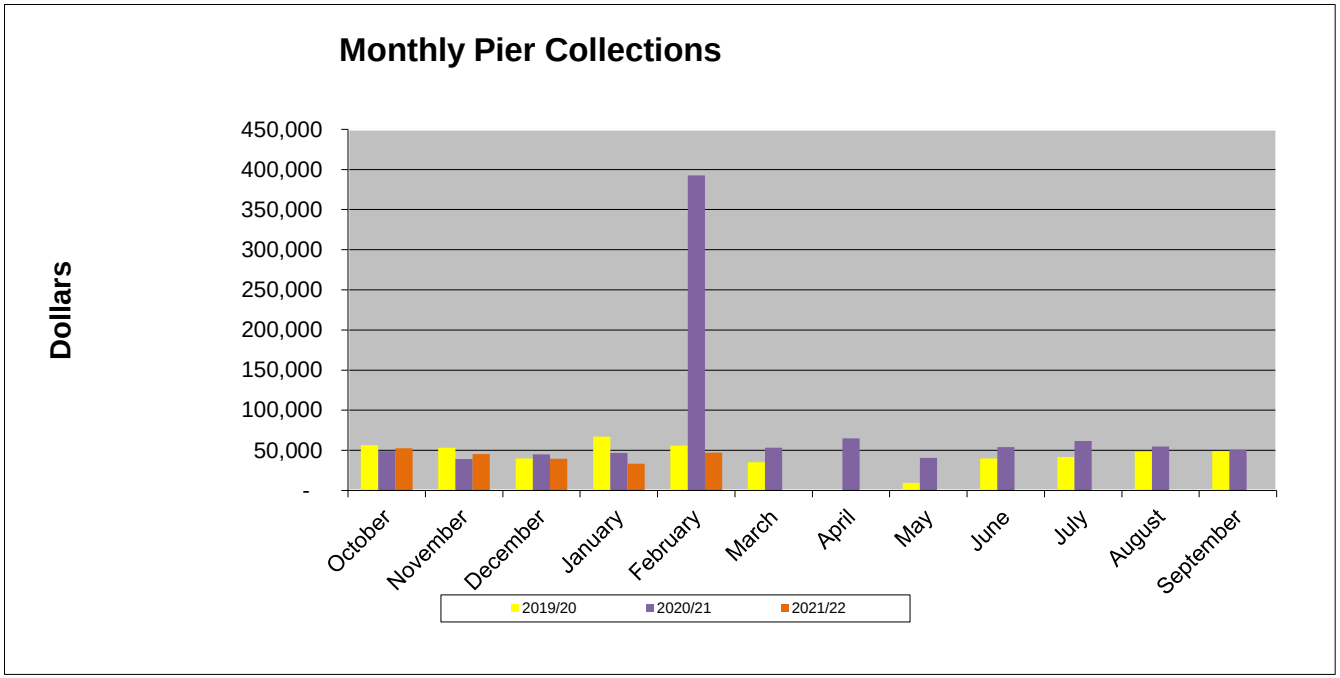
Pier Revenues

Pier Revenues - thru February 2022

Monthly	2019/20	2020/21	2021/22
October	56,498	49,128	52,582
November	53,409	39,289	45,411
December	39,713	44,807	39,604
January	67,274	46,662	33,238
February	56,030	392,450	47,021
March	35,125	53,244	
April	152	64,937	
May	9,475	40,544	
June	39,975	54,227	
July	41,848	61,599	
August	48,348	54,857	
September	48,972	50,878	
Total	496,818	952,620	217,855

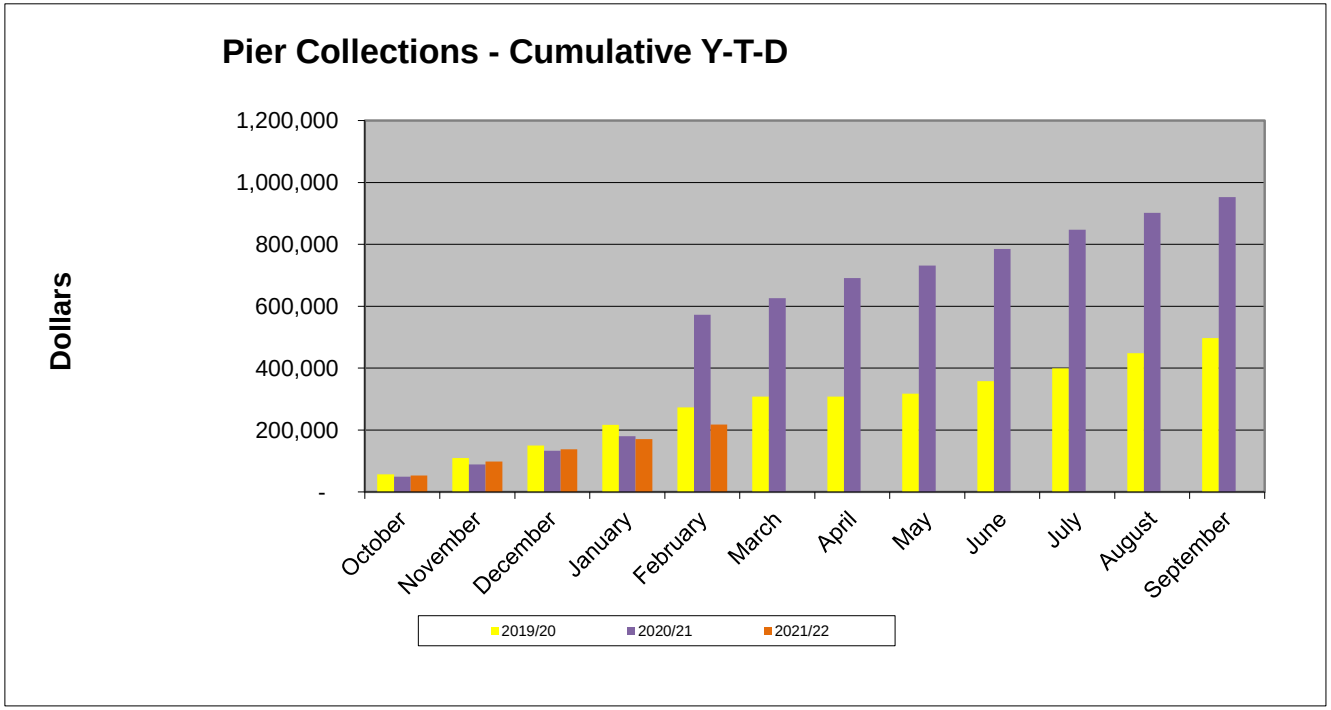
Shut down in March due to Corona Virus

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.



Cumulative	2019/20	2020/21	2021/22
October	56,498	49,128	52,582
November	109,907	88,416	97,993
December	149,620	133,223	137,596
January	216,894	179,885	170,835
February	272,924	572,336	217,855
March	308,049	625,579	
April	308,201	690,516	
May	317,676	731,061	
June	357,650	785,287	
July	399,498	846,886	
August	447,846	901,742	
September	496,818	952,620	
Annual Budget Goal	**914,098**	**773,952**	**844,816**

In 2018/19 the Quarterdeck Restaurant Revenues were moved to the Pier fund from General Fund to better reflect their usage.

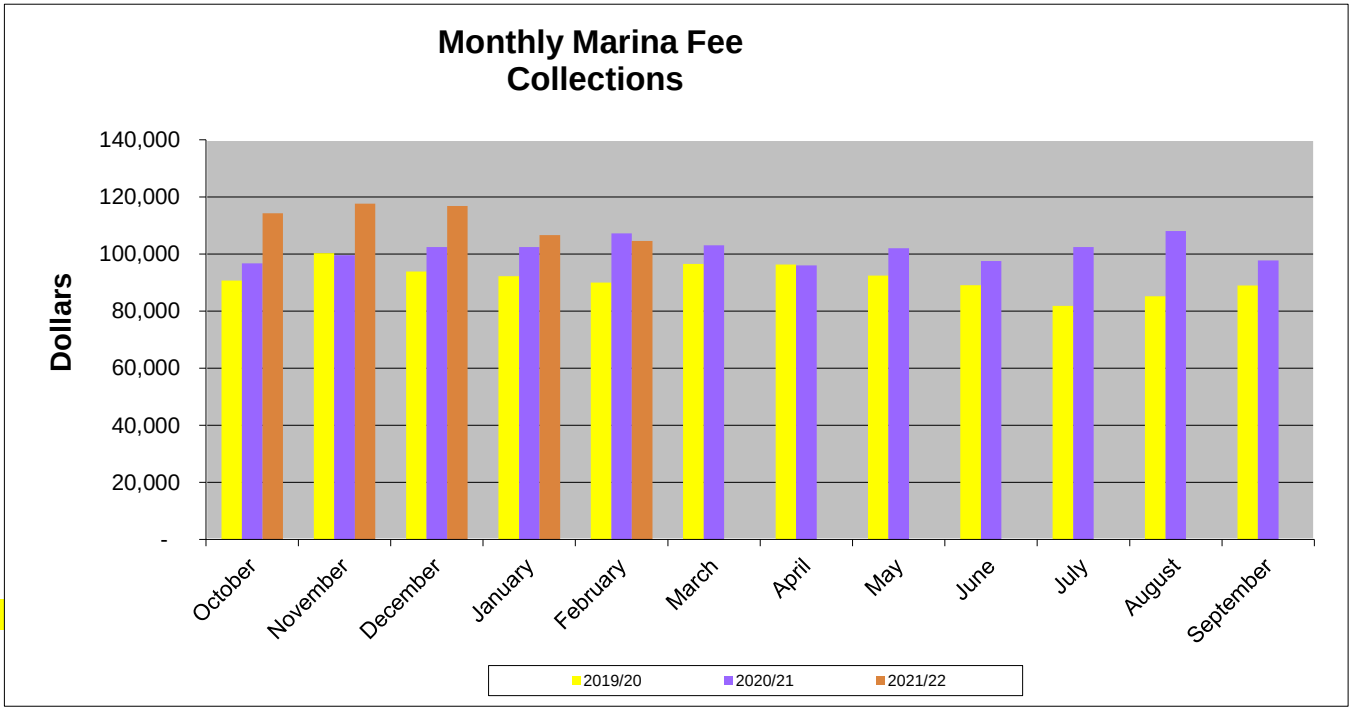


Marina Fee Collections

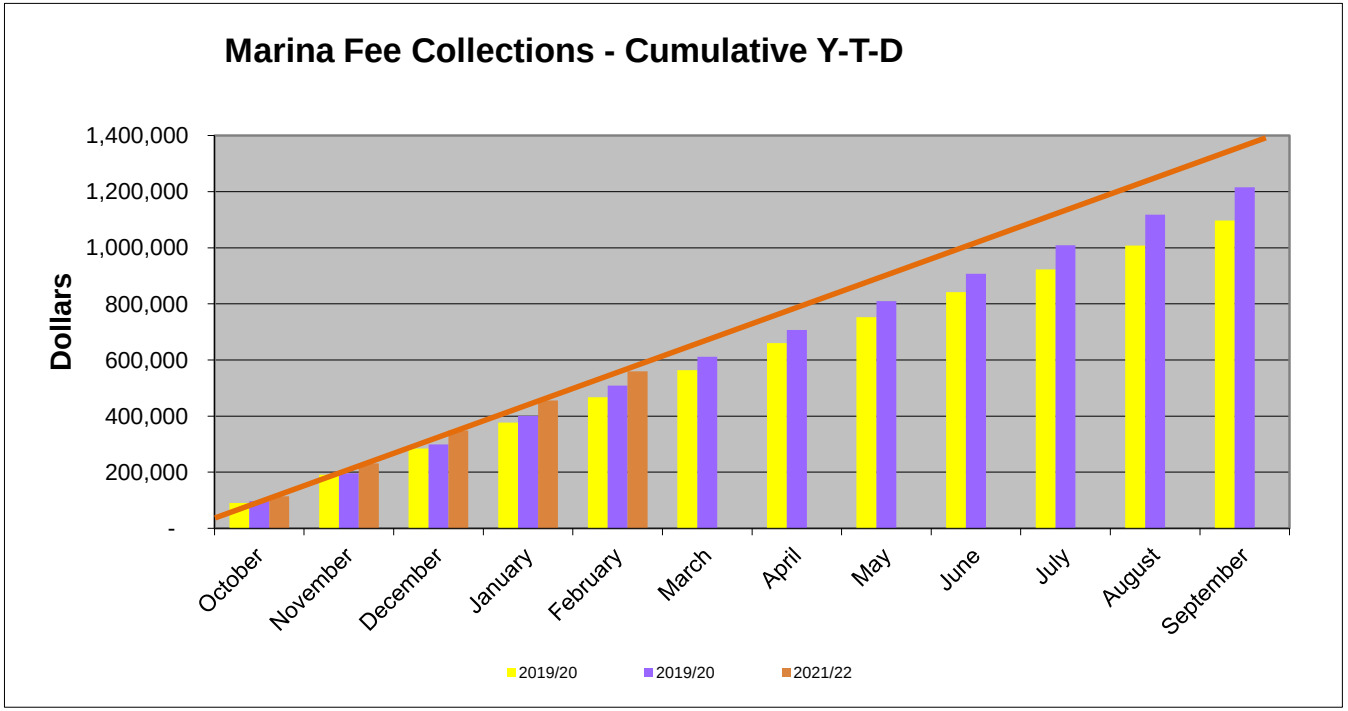
Marina Fees - thru February 2022

Monthly	2019/20	2020/21	2021/22
October	90,680	96,691	114,259
November	100,295	99,519	117,647
December	93,879	102,437	116,809
January	92,197	102,400	106,649
February	89,948	107,245	104,608
March	96,527	103,019	
April	96,264	96,002	
May	92,452	102,039	
June	89,025	97,546	
July	81,799	102,395	
August	85,158	108,051	
September	88,941	97,767	
Total	1,097,163	1,215,110	559,971

Marina closed towards end of march due to COVID 19



Cumulative	2018/19	2019/20	2021/22
October	90,680	96,691	114,259
November	190,975	196,210	231,906
December	284,854	298,647	348,714
January	377,051	401,047	455,363
February	466,999	508,292	559,971
March	563,525	611,312	
April	659,789	707,313	
May	752,241	809,352	
June	841,266	906,898	
July	923,065	1,009,292	
August	1,008,222	1,117,343	
September	1,097,163	1,215,110	
Budget Goal	**1,059,831**	**1,011,953**	**1,290,768**



Governmental Funds Capital Projects

Capital Project Life Cycle

28-Feb-22

Capital Projects Fund	Original Budget	Budget Amendments	Total Amended Budget Funding	Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Project Status
Beach Revitalization Phase II	$ 925,000	$ 1,001,798	$ 1,926,798	$ (1,187,172)	$ -	$ 706,280	In progress
Trafic Calming & Beautification Project	250,000	-	250,000	-		250,000	In progress
Roadway and Median Electrical	200,000	-	200,000	(146,000)		54,000	In progress
Southeast 5th Avenue Crosswalk	200,000		200,000	(97,660)		102,340	In progress
CW Thomas Park Phase I	265,505		265,505	-		265,505	Not Started
Total Capital Projects (301)			**$ 2,902,452**	**$ (1,443,832)**	**$ -**	**$ 1,425,274**	

Capital Project Life Cycle
02/28/2022

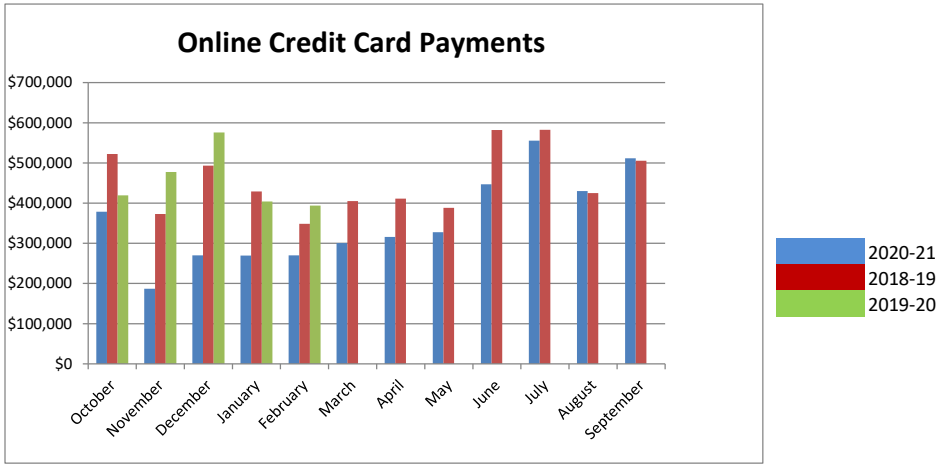
Stormwater Fund	Original Budget	Budget Amendments	Total Budget Funding	Total Expenses & Open P.O.'s	Return of Funding on Completed Projects	Remaining Funding Available	Project Status
SE Stormwater Phase II	$ 6,159,729.00	$ 989,585.00	$ 7,149,314.00	$ (822,376.33)	$ -	$ 6,326,937.67	In-Progress
SW 43rd Terrace, SW 40th Court and SW 49th Street Project	1,170,960	3,000,000	4,170,960	(630,450)		3,540,510	In-Progress
Citywide Stormwater Master Plan	1,060,000		1,060,000	(795,000)		265,000	In-progress
Total Stormwater Fund Projects			**12,380,274**	**(2,247,826)**	**-**	**10,132,448**	
Water Fund							
NW 1st Ave Water Main Stirling-City Hall	431,730	-	431,730	(55,964.50)		375,766	In-Progress
Total Water Fund Projects			**431,730**	**(55,965)**	**-**	**375,766**	
Sewer Fund							
Lift Rehab Projects 5,7,10	1,137,594	-	1,137,594	(1,125,790)		11,805	In-Progress
SCADA System	257,715	13,620	271,335	(271,335)		-	In-Progress
HMGP Lift Stations	1,686,442	-	1,686,442	(367,570)		1,186,642	In-Progress
Total Sewer Fund Projects			**3,095,371**	**(1,764,695)**	**-**	**1,198,447**	
Pier Fund							
Pier Refurbishing	500,000.00	1,773,921	2,273,921	(2,263,158)		-	Completed
Total Pier Fund Projects			**2,273,921**	**(2,263,158)**	**-**	**-**	
Total Enterprise Projects			**$ 18,181,296**	**$ (6,331,644)**	**$ -**	**$ 11,706,661**	

103-Grant Fund

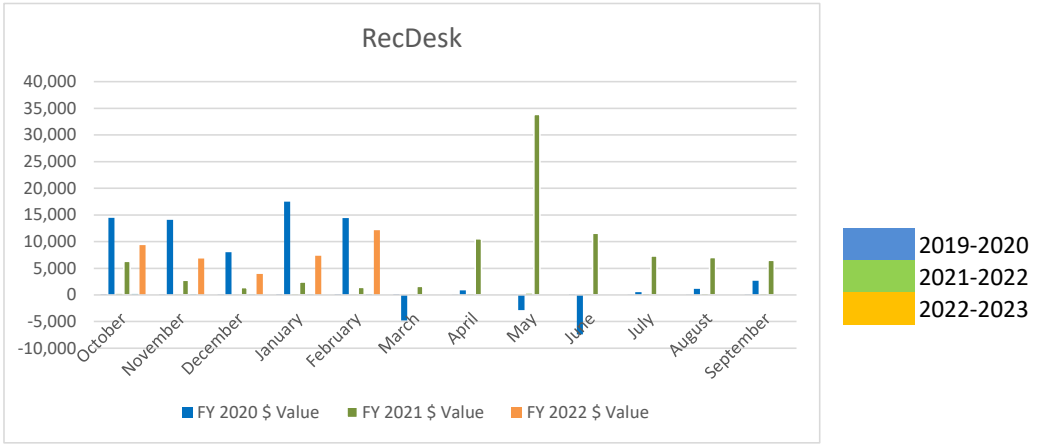
02/28/20222

Grant	Grant Amount	City Match/Funds	Revenue Received	Total Expenses & Open P.O.'s	Remaining Expense	Project Status	Grant Expiration
CDBG 45th Year - Oasis XIV	**$ 172,549**	$ -	**$ -**	$ -	$ 172,549		3/31/2022
CDBG 47th Year - Solar Lighting	**$ 396,491**	**-**	**-**	-	396,491		6/30/2022
FEMA - Hazard Mitigation Grant Program (Fire Rescue -Station #1)	**$ 812,850**	**$ 270,150**	**$ -**	$ (165,868)	$ 917,132		7/31/2022

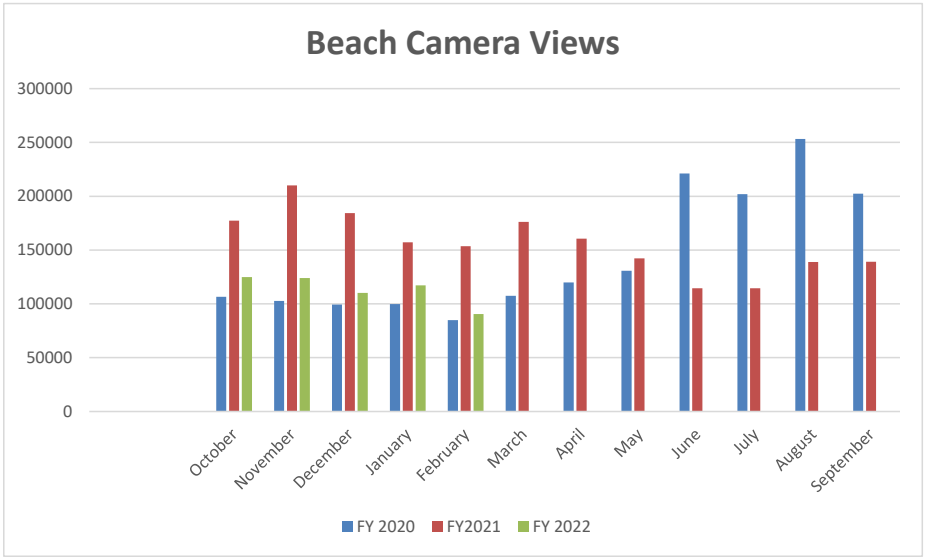
	FY 2020		FY 2021		FY 2022	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	1,695	$378,828	1,694	$522,541	1,756	$419,523
November	1293	$186,710	1,659	$372,920	1607	$477,225
December	1453	$270,094	1,859	$493,048	1644	$575,861
January	1378	$269,347	1,681	$429,192	1580	$403,966
February	1403	$270,127	1,625	$348,642	1461	$393,924
March	1481	$300,421	1,751	$405,303		
April	1742	$316,140	1,600	$410,951		
May	1505	$327,643	1,568	$388,510		
June	1766	$446,782	1,654	$581,978		
July	2054	$555,309	2,077	$582,478		
August	1899	$430,281	1,589	$424,738		
September	2113	$511,620	1,921	$505,704		



	FY 2020		FY 2021		FY 2022	
	# of Pymts	$ Value	# of Pymts	$ Value	# of Pymts	$ Value
October	158	$14,447	197	$6,283	203	$9,350
Novembei	94	$14,092	90	$2,727	126	$6,835
Decembei	98	$8,024	46	$1,398	112	$3,952
January	150	$17,493	73	$2,416	106	$7,346
February	130	$14,408	60	$1,414	159	$12,120
March	143	-$4,766	87	$1,595		
April	23	$844	161	$10,541		
May	4	-$2,843	251	$33,829		
June	75	-$7,413	152	$11,549		
July	30	$506	131	$7,298		
August	29	$1,144	124	$7,003		
Septembe	95	$2,675	142	$6,503		

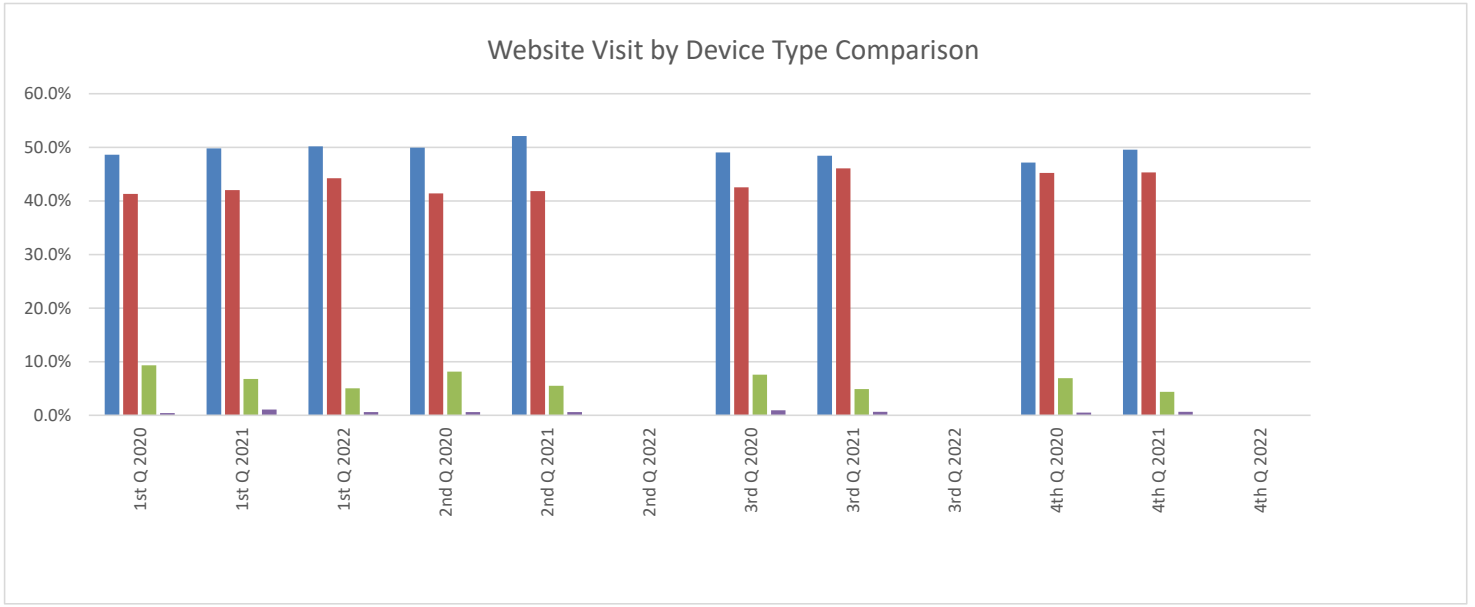


	FY 2020	FY2021	FY 2022
October	106,500	177,400	124,800
November	102,700	210,000	124,100
December	99,400	184,300	110,100
January	99,700	157,100	117,200
February	84,900	153,700	90,500
March	107,500	176,200	
April	119,982	160,700	
May	130,800	142,200	
June	221,100	114,400	
July	202,000	114,400	
August	253,200	138,900	
September	202,400	139,200	

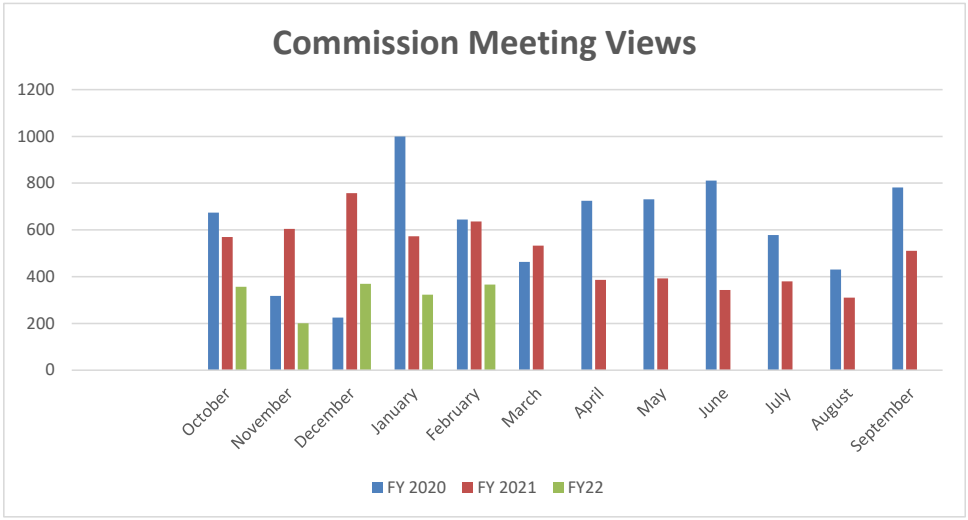


Website Visit by Device Type Comparison

	1st Q 2020	1st Q 2021	1st Q 2022	2nd Q 2020	2nd Q 2021	2nd Q 2022	3rd Q 2020	3rd Q 2021	3rd Q 2022	4th Q 2020	4th Q 2021	4th Q 2022
Desktop	48.6%	49.8%	50.2%	49.9%	52.1%		49.0%	48.4%		47.2%	49.6%	
Smartphone	41.3%	42.0%	44.2%	41.4%	41.8%		42.5%	46.1%		45.2%	45.3%	
Tablet	9.3%	6.8%	5.0%	8.1%	5.5%		7.6%	4.9%		6.9%	4.4%	
Other	0.4%	1.1%	0.6%	0.6%	0.6%		0.9%	0.7%		0.5%	0.7%	

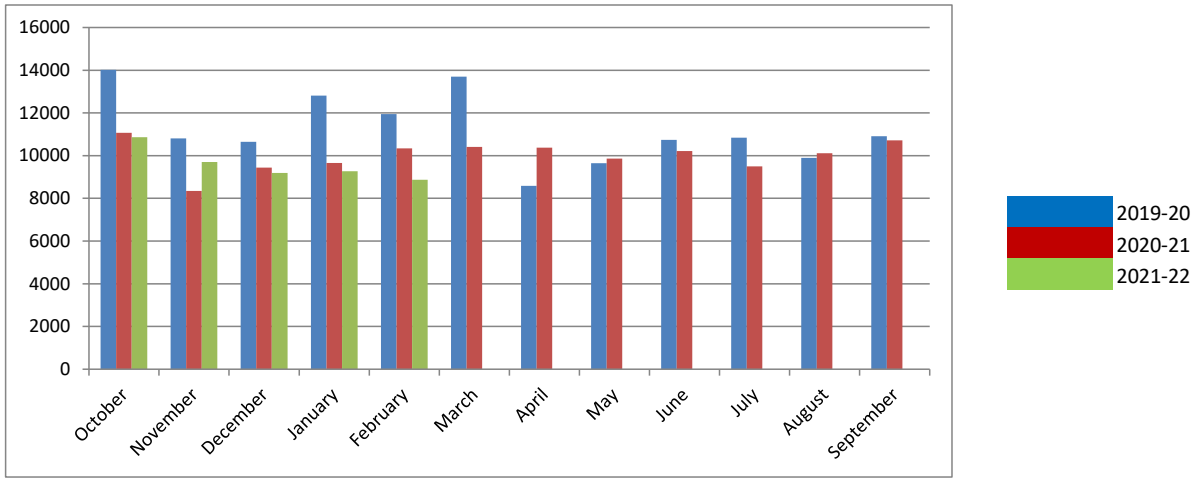


	YouTube Channel		
	FY 2020	**FY 2021**	**FY22**
October	674	570	357
November	318	604	201
December	225	757	369
January	1,000	573	323
February	644	636	366
March	463	533	
April	725	386	
May	731	393	
June	811	343	
July	578	380	
August	431	310	
September	781	511	



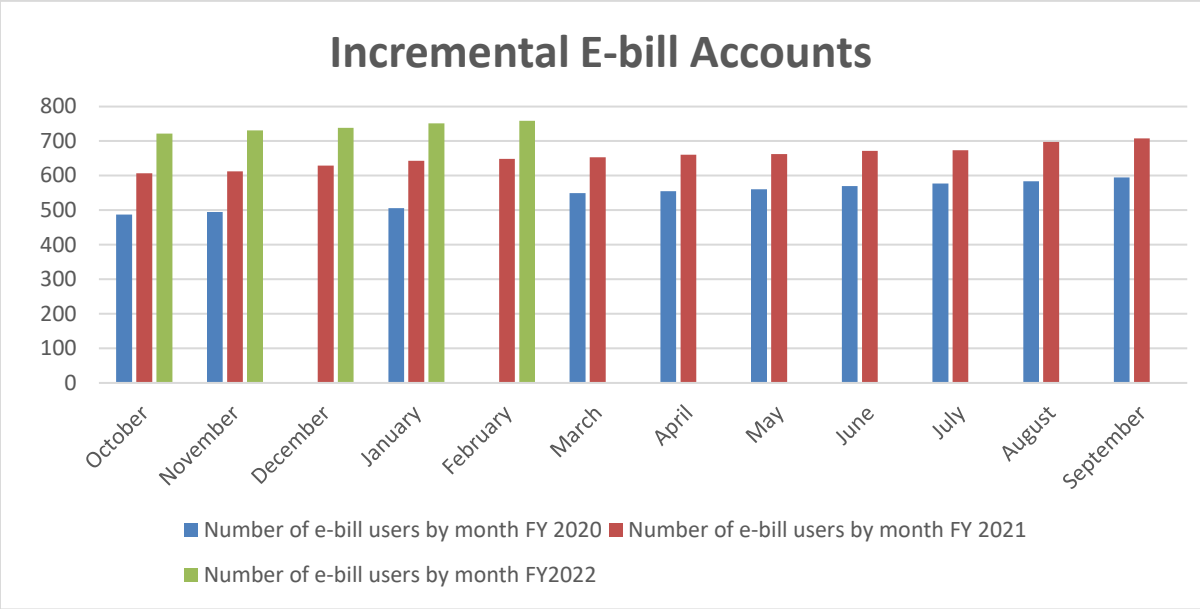
	FY 2020	FY 2021	FY 2022
October	14,022	11,070	10,868
November	10,812	8,348	9,702
December	10,652	9,435	9,193
January	12,810	9,656	9,268
February	11,945	10,334	8,875
March	13,698	10,410	
April	8,583	10,374	
May	9,648	9,863	
June	10,734	10,210	
July	10,836	9,496	
August	9,898	10,112	
September	10,909	10,713	

NUMBER OF CITY-WIDE PHONECALLS



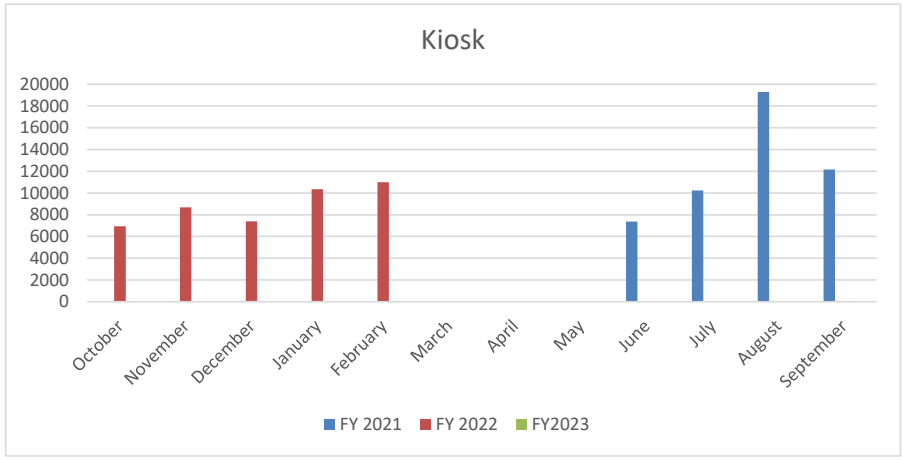
Number of e-bill users by month

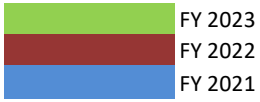
	FY 2020	FY 2021	FY2022
October	487	607	722
November	495	612	731
December		629	738
January	506	643	751
February		649	759
March	549	653	
April	555	661	
May	561	662	
June	570	672	
July	577	674	
August	584	698	
September	595	708	



Kiosk

	FY 2021	FY 2022	FY2023
October		$ 6,940.80	
November		$ 8,678.89	
December		$ 7,403.30	
January		$ 10,348.96	
February		$ 10,992.74	
March			
April			
May			
June	$ 7,372.46		
July	$ 10,238.61		
August	$ 19,296.09		
Septembe	$ 12,155.35		





Business Tax Receipt Activity - February 2022

Out of Business/Inactive	# of BTRs	Dollar Amount
Franchesca Rhodis PA	1	
Mel Global Solution LLC	1	
Valy Marine Inc	1	
Total Out of Business/Inactive	**3**	**$ -**

New Approved Applications	# of BTRs	Dollar Amount
Adriel Martinez	1	
Dania Resorts LLC	1	
Brian and Vanessa Chapman	1	
Coral Diving Club LLC	1	
CT Cantina and Taqueria Inc	1	
Motion Reboot LLC	1	
Dolphin Jewlers of Hollywood	1	
Joe Diemmanuele	1	
Premier Cellers LLC	1	
Ronny Plasencia	1	
TJA Glass Corp	1	
Trac- Grabber LLC	1	
Total New Applications	**12**	**$ -**

BTR Status	# of BTRs	Total Dollar Amount	
Open Renewals- Current Year	**183**	**$ 50,559.52**	
Paid Renewals	**2,780**	**$ 974,299.00**	
Total BTRs as of 01/31/2022	**2,963**	**1,024,858.52**	**

**includes license fee, fire inpsection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 02/28/2022

Report By Invoice Type

	Description	Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	7570.00	7,570.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5755 - McPherson, Eddie Dean	Reservation of Burial Plot	.00	.00	.00	.00	400.00	400.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	6720.00	6,720.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	1680.00	.00	.00	2380.00	4,060.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	1500.00	.00	1,500.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	490.00	490.00
# 4165 - Roy Mizell & Kurtz Funeral	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5930 - Ed Wisniewski	Reservation of Burial Plot	.00	6050.00	.00	.00	.00	6,050.00
# Garcia Gimeno	Reservation of Burial Plot	.00	200.00	.00	.00	.00	200.00
# Giovanni Soto	Reservation of Burial Plot	.00	1500.00	.00	.00	.00	1,500.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		**$0.00**	**$9,430.00**	**$0.00**	**$1,500.00**	**$33,470.00**	**$44,400.00**
Invoice Type - ART & SEAFOOD - Arts & Seafood Festival							
# 5472 - Meyers Group LLC	Arts and Seafood Sponsorship	.00	.00	.00	.00	5000.00	$ 5,000.00
# 4900 - Storm Tight Windows	Arts and Seafood Sponsorship	.00	.00	.00	.00	2,500.00	2,500.00
Arts & Seafood Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$7,500.00**	**$7,500.00**
Invoice Type - BULK Trash Pk Up - Notice of Violation							
# 5918 - 413 Dania BeachLLC	Notice of Violation	.00	60.00	.00	.00	.00	$ 60.00
# 5919 - Monteste, William	Notice of Violation	.00	60.00	.00	.00	.00	$ 60.00
# 5019 - Baleanu, John	Notice of Violation	.00	60.00	.00	.00	.00	$ 60.00
# 5916 - Arevalo, Cesar	Notice of Violation	.00	120.00	.00	.00	.00	120.00
Bulk Trash Pk Up		**$0.00**	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$300.00**
Invoice Type -CRA - Misc CRA							
# 4918 - Arnold & Sharon Nearn	Millennium Facase Grant	.00	.00	.00	.00	6000.00	6,000.00
Misc CRA Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$6,000.00**	**$6,000.00**
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,000.00**	**$2,000.00**
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	219,615.00	219,615.00
Fire Inspection Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$236,915.00**	**$236,915.00**
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 5848 - USDA - Grant	USDA Grant	$0.00	$0.00	$0.00	$0.00	$10,541.64	$10,541.64
GR Federal Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$10,541.64**	**$10,541.64**
Invoice Type GR State - Grant Reimb. State of Florida							
# 4438 - Florida Department of	State of Florida	$0.00	$0.00	$0.00	$0.00	$105,167.53	$105,167.53
GR State Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$105,167.53**	**$105,167.53**
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$275.36**	**$275.36**
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	**Misc. Customers**	11,665.00	.00	.00	.00	36,016.43	47,681.43
Miscellaneous Totals		**$11,665.00**	**$0.00**	**$0.00**	**$0.00**	**$56,258.43**	**$67,923.43**
Grand Totals		**$11,665.00**	**$9,730.00**	**$0.00**	**$1,500.00**	**$458,127.96**	**$481,022.96**

City of Dania Beach

Commercial Solid Waste Report FY 2021-2022

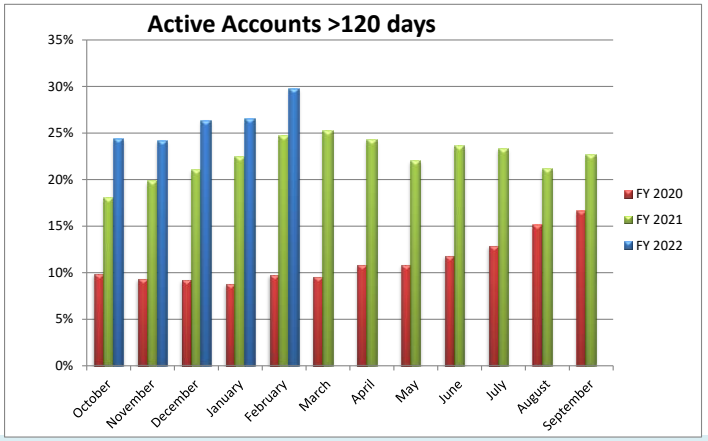
Payments Received

					Annual Budget	**$ 478,000**					
	Waste Hauler										
	Choice Waste AKA Waste Connections	**Waste Management**	**All Service Refuse AKA Repucblic Services**	**S & S National Waste AKA Bicon, Inc.**	**Pronto Waste Services**	**Panzarella Waste & Recycling Services**	**Great Waste**	**EZ Waste & Recycling**	**COASTAL WASTE & RECYCLING INC**	**WASTE PRO**	
Permit Application Fee	75.00	75.00		225.00		75.00	75.00		75.00		
Annual Permit Fee	1,000.00	1,000.00		1,000.00		1,000.00	1,000.00		1,000.00		Monthly Activity
Monthly Franchise											
Oct		37,101.99	15,003.66	5,434.05	-	831.56	2,696.75	-	3,861.48	-	64,929.49
Nov	2,992.53	-	19,399.00	4,048.11	-	633.75	5,042.75	-	4,457.18	-	36,573.32
Dec	5,886.76	77,295.51	34,273.98	3,227.09	-	601.47	-	-	2,192.22	-	123,477.03
Jan	3,076.60	-	-	3,890.39	-	919.19	2,402.58	-	2,412.13	-	12,700.89
Feb	No Remmittance	39,564.25	13,927.98	5,209.23	-	No Remmittance	3,122.13	-	No Remmittance		61,823.59
Mar											-
Apr											-
May											-
Jun											-
Jul											-
Aug											-
Sep											-
Total Mo. Franchise	11,955.89	153,961.75	82,604.62	21,808.87	-	2,985.97	13,264.21	-	12,923.01	-	299,504.32
Total Receipts	$ 13,030.89	155,036.75	82,604.62	23,033.87	-	4,060.97	14,339.21	-	13,998.01	-	**306,104.32**

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

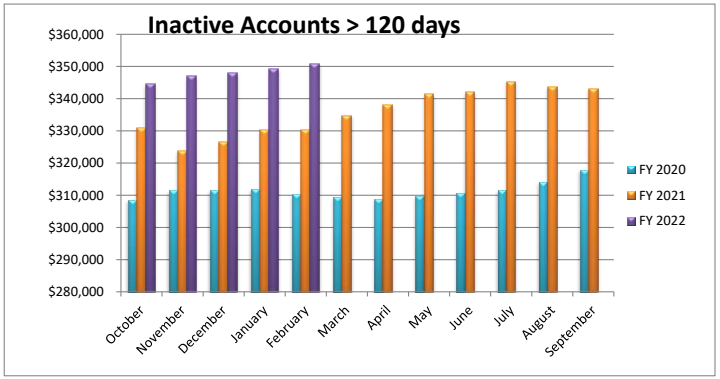
	FY 2020			FY 2021			FY 2022		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	101,263	$ 1,028,181	10%	$ 183,822	$ 1,019,908	18%	$ 275,153	$ 1,130,854	24%
November	102,632	1,094,606	9%	207,753	1,049,166	20%	276,502	1,145,557	24%
December	100,463	1,093,753	9%	227,856	1,082,042	21%	286,708	1,088,332	26%
January	101,513	1,151,809	9%	248,468	1,107,929	22%	309,337	1,166,202	27%
February	105,524	1,086,072	10%	262,649	1,063,670	25%	322,379	1,084,213	29.73%
March	104,516	1,090,084	10%	262,514	1,042,220	25%			
April	107,366	991,898	11%	273,503	1,129,480	24%			
May	113,868	1,048,083	11%	264,778	1,203,079	22%			
June	127,306	1,078,705	12%	260,736	1,105,993	24%			
July	143,126	1,110,772	13%	248,966	1,069,697	23%			
August	157,934	1,041,324	15%	246,396	1,164,114	21%			
September	167,246	1,005,176	16.64%	250,534	1,107,838	23%			
Annual Avg	$ 119,396	$ 1,068,372	11%	$ 244,831	$ 1,095,428	22%	$ 294,016	$ 1,123,032	$ 0



Active Account Graph: Billing data indicates deliquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2020	FY 2021		FY 2022	
	>120 Past Due	>120 Past Due	% +/-	>120 Past Due	% +/-
October	$ 308,582	$ 330,831	7%	$ 344,685	4%
November	311,477	323,648	4%	346,914	7%
December	311,598	326,595	5%	347,964	6%
January	311,938	330,267	6%	349,252	5%
February	310,421	330,406	6%	350,890	6%
March	309,600	334,793	8%		
April	308,699	337,912	9%		
May	309,813	341,380	9%		
June	310,711	342,137	9%		
July	311,770	345,332	10%		
August	314,242	343,626	9%		
September	317,910	343,127	7%		
Annual Avg	$ 311,397	$ 335,838	7%	$ 347,941	100%



Water Fund	Monthly Utility Account Activity	Misc

Building/ New Construction Activity

	Water Impact Fee		Water Tap Fee	
	2021	2022	2021	2022
Oct	$ -	$ 40,482	$ -	$ -
Nov	1,389.00	-	2,900.00	-
Dec	14,792.00	38,925.00	5,643.00	-
Jan	-	-	-	-
Feb	3,893.00	-	12,349.00	-
Mar	-		-	
Apr	129,231.00		-	
May	50,603.00		-	
Jun	-		-	
Jul	-		-	
Aug	-		1,650.00	
Sep	-		-	
Total	**$ 199,908**	**$ 79,407**	**$ 22,542**	**$ -**

Delinquent Account Activity

	Delinquent			Turn-Off			Pulled Meter Reinstall Fee	
	2021	2022	# of Accts	2021	2022	# of Accts	2021	2022
Oct	$ -	$ 3,695	$ 739	$ -	$ -	-	$ -	$ -
Nov	-	3,706.50	741.30	-	-	-	-	-
Dec	-	3,665.00	733.00	-	80.00	2.67	-	-
Jan	-	2,685.00	537.00	-	-	-	-	-
Feb	-	1,880.00	376.00	-	-	-	-	-
Mar	-		-	-		-	-	
Apr	-		-	-		-	-	
May	4,050.00		-	80.00		-	-	
Jun	3,345.00		-	-		-	-	
Jul	3,415.00		-	-		-	-	
Aug	3,570.00		-	-		-	-	
Sep	3,300.00		-	-		-	-	
Total	**$ 17,680**	**$ 15,632**	**$ 3,126**	**$ 80**	**$ 80**	**3**	**-**	**-**

5

30

Meter Replacement

	# of Meters Replaced 2022				Prior Yr.
	5/8"	1"- 1 1/2"	2" and above	Total	
Oct	4		2	**6**	**33**
Nov	2	-	-	**2**	**15**
Dec	3	1	1	**5**	**5**
Jan	2	-	-	**2**	**4**
Feb	1	-	-	**1**	**7**
Mar				**-**	**8**
Apr				**-**	**1**
May				**-**	**1**
Jun				**-**	**6**
Jul				**-**	**4**
Aug				**-**	**2**
Sep				**-**	**5**
			Yr-to-Date Total	**16**	**91**

New Accts

	# per Month	Prior Yr.
Oct	31	**51**
Nov	45	**52**
Dec	52	**51**
Jan	35	**52**
Feb	43	**39**
Mar		**76**
Apr		**66**
May		**40**
Jun		**77**
Jul		**68**
Aug		**49**
Sep		**67**
		206 **688**

5%

# of City's 4,800 accounts become delinquent for this period…

0%

of the deliquent accounts are turned-off monthly for non-payment

City of Dania Beach
General Fund
Unassigned Fund Balance - - Contingency

	----- General Fund -------	
	Contingency	**Unassigned Fund Balance**
Balance 10/1/21 (Unaudited)	$ 325,000	$ 24,877,475
(Uses) / Additions:		
October	-	(1,246,555)
November	-	(270,150)
December	-	(137,437)
January	(11,500)	-
February	(21,765)	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	(33,265)	(1,654,142)
Sub-Total Available	291,735	23,223,333
Other Considerations		
GFOA/City Commission 25% Reserve		(12,500,000) est.
Bridge Loans - S.E. Stormwater		(1,000,000)
Estimate of Availability at 09/30/22	**$ 291,735**	**$ 9,723,333**

City of Dania Beach

#001-18-00-519-99-10
Contingency Account

Original Budget	$	325,000	
Uses:			
		Total	
Oct		-	
Nov		-	
December		-	
January		**(11,500)**	Art Sculputre 6,000 League of Cities event 5,000
February		**(21,765)**	BHM-$4,765; Lighthouse 4 Students $5k Summer Financial Literacy Prog $7k; Presteige club $5
March			
April			
May			
June			
July			
August			
September			
Balance Remaining	**$**	**291,735**	

City of Dania Beach

General Fund

Analysis of

Fund Balance

	Estimated balance 10/1/21	**24,877,475**	
Uses:	**#389-90-01**		
	October	(1,246,555)	Rollover PO's+ $5k RISE c/o and Cap Proj c/o of $265,505 FDOT Perpetuity Suretyfor holiday lights $70k Citywide speed hump project $87,969
	November	(270,150)	HMGP Grant
	December	(137,437)	Security Services Contract
	January		
	February		
	March		
	April		
	May		
	June		
	July		
	August		
	September		
	Total Uses (Sources)	(1,654,142)	
	Estimated Balance Available 09/30/21	$ 23,223,333	
	Other Considerations		
	GFOA/City Commission 25% Reserve	(12,500,000)	est.
	Bridge Loans - S.E. Stormwater	(1,000,000)	
	Estimate of Availability at 09/30/22	**9,723,333**	