

CITY OF DANIA BEACH CITY COMMISSION MEETING
JULY 12, 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
July 12, 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/88923745279>

Using your telephone

One tap mobile :

US: +19294362866,,88923745279# or +13017158592,,88923745279#

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: 889 2374 5279

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, JULY 12, 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. Commendation by Mayor James to Celia Georgie-Doughty in recognition of her accomplished career in the music industry

2. HR Award – City Manager

3. Update on irrigation meters by Fernando J. Rodriguez, Public Services Director

4. PROCLAMATIONS

1. Parks and Recreation 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 June 28, 2022 Attorney/Client Session

2. Travel Requests:

Request from City Manager Ana M. Garcia to attend the 2022 ICMA 108th Annual Conference in Columbus, Ohio on September 18-21, 2022 (Estimated cost \$2,225.49)
(City Manager)

3. RESOLUTION NO. 2022-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE 457(B) DEFERRED COMPENSATION PLAN DOCUMENT, INCREASING THE EMPLOYER MATCHING CONTRIBUTION FROM 1.8% TO 3.0%; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Continued from June 14, 2022) (Human Resources)*

4. RESOLUTION NO. 2022-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR RENEWAL OF THE CITY'S FULLY INSURED

MEDICAL PLAN BROKERED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH, WITH THE FLORIDA MUNICIPAL INSURANCE TRUST, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

5. RESOLUTION NO. 2022-101

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

6. RESOLUTION NO. 2022-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE FORMAL BIDDING AND TO APPROVE THE PURCHASE OF THREE RADAR-SPEED TRAILER SIGNS FROM STRIPING SERVICE AND SUPPLY, LLC UNDER THE COMPETITIVELY BID CONTRACT BY THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQUI 18.0 IN AN AMOUNT NOT TO EXCEED \$30,195.00 AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2022-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR \$4,600,000.00, FOR THE CITY'S PORTION OF THE C51 RESERVOIR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. RESOLUTION NO. 2022-104

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

FLORIDA, ADOPTING AN INVESTMENT POLICY WHICH IS TO BE ESTABLISHED BY THE CITY IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 218.415; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. RESOLUTION NO. 2022-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FEE SCHEDULE WITH US BANK NATIONAL ASSOCIATION (“USBNA”) TO SERVE AS CUSTODIAN FOR THE CITY’S INVESTMENT PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

10. RESOLUTION NO. 2022-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (“MMOA”) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR THE PROVISION OF LANDSCAPE IMPROVEMENTS BY THE STATE ON GRIFFIN ROAD MEDIANS AND SUBSEQUENT CITY-PROVIDED LANDSCAPE MAINTENANCE OVER A 25-YEAR PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

11. RESOLUTION NO. 2022-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING A SECOND AND FINAL, ONE-YEAR EXTENSION OF THE AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, EFFECTIVE RETROACTIVELY TO JUNE 1, 2022, AND EXPIRING MAY 31, 2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

12. RESOLUTION NO. 2022-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A CITY UNIFORM AND MERCHANDISING POLICY RELATING TO THE USE OF THE CITY OR “RISE” LOGOS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

13. RESOLUTION NO. 2022-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING PURPOSE, EFFECT AND DEFINITIONS; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

14. RESOLUTION NO. 2022-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

15. RESOLUTION NO. 2022-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR

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

16. RESOLUTION NO. 2022-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2022-2023 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE RATE AS APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING TO HEAR OBJECTIONS AND QUESTIONS CONCERNING THE MILLAGE RATE, AND AT WHICH MEETING THE QUESTIONS AND CONCERNS WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

17. ORDINANCE NO. 2022-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ARTICLE X, ENTITLED “SMOKING RESTRICTIONS IN PUBLIC PARKS” OF CHAPTER 17 OF THE CITY CODE OF ORDINANCES (“OFFENSES; MISCELLANEOUS”), AND CREATING SECTION 17-30, ENTITLED, “SMOKING AND VAPING PROHIBITED IN PUBLIC PARKS, BEACH AND WITHIN 25 FEET OF A PUBLIC ENTRANCE OR EXIT OF A BUSINESS LOCATED WITHIN THE CITY’S BOUNDARIES;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Commissioner Lewellen/Commissioner Odman)*

18. ORDINANCE NO. 2022-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, WHICH SECTION IS CURRENTLY RESERVED, TO CREATE THE CITY’S “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2022-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2 LLC, TO REZONE PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RM-1 TO IROM-AA (APPLICATION NO. RZ-022-22), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT “B”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

2. RESOLUTION NO. 2022-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INITIATING THE NEGOTIATION PROCESS PURSUANT TO SECTION 171.203, FLORIDA STATUTES WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR THE ANNEXATION OF CERTAIN LAND OWNED BY THE CITY OF DANIA BEACH, AND THE CONTRACTION OF CERTAIN LANDS BY THE CITY OF HOLLYWOOD, THAT IS CURRENTLY LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD, WHICH LAND IS IDENTIFIED IN EXHIBIT “A”, AND IS WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK; AND PROVIDING FOR AN EFFECTIVE DATE. *(Community Development/City Attorney)*

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

13. ADMINISTRATIVE REPORTS

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

Tuesday, August 23, 2022 - 5:30 p.m.	CRA Board Meeting
Tuesday, August 23, 2022 - 7:00 p.m.	City Commission Meeting
Tuesday, August 30, 2022 - 4:00 p.m.	City Commission Budget Workshop
Wednesday, September 14, 2022 - 5:30 p.m.	CRA Board Meeting
Wednesday, September 14, 2022 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

Commendation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, Music has the power to lift our spirits, comfort our souls, and inspire our hearts. It gives a voice to the human spirit, creating a common language that unites people and breaks down barriers; and

WHEREAS, Ms. Celia Georgie-Doughty is an American singer, songwriter, producer, and artist developer; and

WHEREAS, Celia was born in Dania Beach to parents Maggie and Henry Georgie. Her godparents, Mr. and Mrs. Sterling Collins owned a chain of grocery stores and one of the first grocery stores in west Dania Beach. Mr. and Mrs. Collins donated land to Collins Elementary where Celia attended school; and

WHEREAS, Celia started singing and recording at 10 years old. She featured as the opening act for B.B. King, the Bobby Blue Bland, Stacey Lattisaw, and others. She was signed to MCA Records and Motown Records and toured with LL Cool J, the Fat Boys, and Divine Sounds as a background singer and dancer; and

WHEREAS, Celia performed for more than 27 years with the legendary “SOS” Band (Sounds of Success) famous for their hit single “Take Your Time (Do it Right).” She has also performed with Grammy Award winner Christopher “Play” Martin from “Kid n’ Play” and has choreographed for Grammy Award winner, Ms. Toni Braxton; and

WHEREAS, Celia is the CEO of Hawwah Entertainment, Magic Loon Inc., and C-AURA Management.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Mayor Tamara James of the city of Dania Beach, Florida, do hereby commend:

Celia Georgie-Doughty

on her illustrious music career and urge all citizens to join me in recognizing her efforts and accomplishments as a musician from Dania Beach.

Dated this 12th day of July, 2022

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, parks and recreation is an integral part of communities throughout this country and especially in the city of Dania Beach; and

WHEREAS, parks and recreation is fundamental to the environment and well-being of our community; and

WHEREAS, we recognize that quality of life “starts in parks” and the three pillars of the value of parks and recreation are coaching, connecting, and community; and

WHEREAS, parks and recreation increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, we recognize July as Parks and Recreation Month, we also recognize the vital contributions of employees and volunteers in public parks and recreation facilities who keep public parks clean and safe for visitors, organize youth and senior activities, provide health and fitness activities, offer learn-to-swim programs, plan special events, present cultural arts programs, provide social services, organize youth sports leagues and advocate for more open space and better bikeways and trails; and

WHEREAS, the City of Dania Beach Parks and Recreation Department is pleased and proud to offer programs and services that enhance the quality of life for residents and visitors ensuring that Dania Beach remains an attractive place to SEA IT, LIVE IT, LOVE IT!

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

PARKS AND RECREATION MONTH

in the city of Dania Beach, in fitting recognition of the parks and recreation programs available in our community and the benefits they offer.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

MINUTES OF ATTORNEY/CLIENT SESSION
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 28, 2022 – 6:30 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 6:32 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. Attorney/Client Session

City Attorney Boutsis announced:

“We are about to have an attorney/client session in accordance with Florida Statute 286.011(8) regarding the litigation styled as follows:

Broward County Case No. CACE-21-008056 (Fla. 17th Judicial Circuit)

Navarro v. City of Dania Beach; Claim No. 380348

The session is estimated to last approximately one-half (1/2) hour and the following people will be in attendance at this meeting:

- (a) Mayor Tamara James; Vice-Mayor Marco Salvino; Commissioner Lauren Odman; Commissioner Lori Lewellen; Commissioner Joyce Davis
- (b) City Attorney Eve Boutsis and Special Counsel, Andrea Amigo
- (c) City Manager Ana Garcia

These proceedings will be recorded by a certified court reporter and, at the conclusion of all litigation the transcript will be made part of the public record.

We will now temporarily adjourn this meeting and proceed to have an Attorney/Client session in the City Manager's conference room on the second floor. At the conclusion of that meeting, we will return to re-open the public meeting."

Mayor James temporarily adjourned the meeting at 6:33 p.m.

Mayor James reconvened the meeting at 6:53 p.m. She announced the Attorney/Client session was terminated and members of the general public were now invited to return for any further proceedings or matters.

3. Adjournment

Mayor James adjourned the meeting at 6:53 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)

Approve Request from City Manager Ana M. Garcia to attend the 2022 ICMA 108th Annual Conference in Columbus, Ohio on September 18-21, 2022 (Estimated cost \$2,225.49)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Travel Request Memo - Manager Ana M Garcia to attend ICMA 2022 108th Annual Conference Columbus Ohio Sept 18-21, 2022, Travel Authorization - CM Ana M. Garcia - 2022 ICMA Annual Conference - Columbus OH - Sept 18-21 2022 final



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

MEMORANDUM

DATE: July 12, 2022

TO: Mayor Tamara James
Vice Mayor Marco A. Salvino, Sr.
Commissioner Joyce Davis
Commissioner Lori Lewellen
Commissioner Lauren Odman

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

SUBJECT: Travel request to Columbus, Ohio to attend the 2022 ICMA 108th Annual Conference, September 18-21, 2022

REQUEST:

A request for approval to attend the 2022 ICMA 108th Annual Conference in Columbus, Ohio September 18-21, 2022.

BACKGROUND:

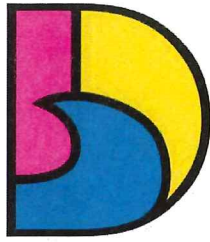
The International City/County Management Association (ICMA) 2022 Annual Conference will be held in Columbus, Ohio. This conference is an opportunity for City Managers to enhance leadership skills, learn from municipal experts, share ideas with peers and discuss strategies. As a credentialed manager this conference is an opportunity to earn mandatory yearly professional continuing educational credits.

BUDGETARY IMPACT:

The budgetary impact for travel to Columbus, Ohio is estimated at \$2,225.49. Funding is available in the City Manager's GL account 001-1201-512-40-10.

RECOMMENDATION:

City Commission approval of travel to attend the 2022 ICMA 108th Annual Conference in Columbus, Ohio.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach Travel Authorization Form

TRAVELER'S NAME: Ana M. Garcia

DEPARTMENT: Office of the City Manager

TRAVELER'S POSITION: City Manager

DESTINATION: Columbus, Ohio

PURPOSE OF TRAVEL: Attend ICMA 2022 108th Annual Conference

DATES OF TRAVEL: 9/18/2022 TO 9/21/2022

ACCOUNT NO: 001-1201-512-40-10

MODE OF TRAVEL:

- ☐ Personal Vehicle
☐ City Vehicle
☐ Rental Vehicle
☒ Airplane
☐ Other

Estimated Expenses:

ITEM	DESCRIPTION				TOTAL
Registration Fee:					\$ 750.00
Lodging (# of nights x rate):	\$199per night + 17.50% tax	3	x	\$ 233.83	\$ 701.49
Mileage (# of miles x mileage rate):			x	\$ -	\$ -
Parking (# of nights x rate):			x		\$ -
Car Rental:					\$ -
Tolls:					\$ -
Airfare:	Estimate				\$ 400.00
Uber/Lyft/Taxi/Shuttle:	Estimate				\$ 150.00
Meals (Per Diem):	Per Diem Calculator and GSA Per Diem Rate attached				\$ 224.00
TOTAL ESTIMATED EXPENSES					\$2,225.49

Traveler's Signature: _____

Date: 6/28/22

Finance Reviewer's Signature: _____

Tania Stevens

Digitally signed by Tania Stevens
DN: cn=Tania Stevens, o=City of Dania Beach,
ou=Finance, email=tstevens@daniabeachfl.gov, c=US
Date: 2022.06.29 09:42:35 -04'00'

Date: _____

Finance Approver's Signature: _____

Adam Segal

Digitally signed by Adam Segal
DN: cn=Adam Segal, o=City of Dania
Beach, ou,
email=asegal@daniabeachfl.gov, c=US
Date: 2022.06.29 11:31:23 -04'00'

Date: _____



*** Please do not reply to this e-mail. It was sent from an automated system. ***

CONFIRMATION

Confirmation ID: 1504
Ana Garcia
City Manager
City of Dania Beach
9381 SW 51st Terr
Miami, FL 33165-6502

Thank you for registering for the **2022 ICMA Annual Conference** to be held September 17-21, at the Greater Columbus Convention Center (GCCC) located at 400 N High Street, Columbus, OH.

As a full conference attendee, you and any registered guests will also receive complimentary access to the digital platform. A separate email confirmation will be sent to you in early September containing login information and how to access the digital platform. The email will be from mobilesolutions@chime.live.

Click the link below to return to your record to add/edit hotel reservations, purchase events, or add guests.



Bring this confirmation to the registration area, located in the North Atrium of the Greater Columbus Convention Center (GCCC) and scan the QR code at any self-serve registration kiosk to print your badge and tickets. Conference personnel will be on hand to answer any questions and provide assistance.

1504

Registration will be open during the following hours at the GCCC:

Saturday, September 17	7:30 AM - 5:30 PM
Sunday, September 18	6:45 AM - 7:00 PM
Monday, September 19	7:00 AM - 5:30 PM
Tuesday, September 20	7:00 AM - 6:30 PM
Wednesday, September 21	7:30 AM - 11:45 AM

To view the ICMA Annual Conference schedule of events, list of exhibitors, program details and much more, visit the website at <https://conference.icma.org>. The mobile app will be available in mid-late August.

Registration Details

Ana Garcia

Registration Type: ICMA Member Registration, Best Value

Description	Item Total
Complimentary Digital Registration (Qty: 1)	\$0.00
Registration (Qty: 1)	\$750.00

Housing Details

HYATT REGENCY COLUMBUS

350 N High St
Columbus, OH 43215-2006

Phone: 614-463-1234
Fax: 614-280-3038

Status	Category	Occupancy
CONFIRM	STANDARD ROOM	Adults: 1
Arrival	Departure	Guests in Room
16 September 2022	22 September 2022	Ana Garcia
Daily Rate	Room Tax	Deposit
\$199.00	17.50%	Credit Card Guarantee Christine Lottier *****2569
Resort Fee	Occupancy Tax	
\$0.00	\$0.00	Note: Taxes and fees are subject to change without notice
Estimated Reservation Charges		
\$1,402.95		
Hotel Cancellation Policy		
All reservations must be guaranteed with a credit card. A deposit of 1 night's room and tax may be charged by the hotel on or after August 24, 2022. Rooms may be canceled from this site up until August 24, 2022.		
For cancellations after August 24, 2022, you must contact your hotel directly, however the hotel may not have record of your reservation until after August 27, 2022. Failure to arrive on your scheduled arrival date or canceling your reservation within 72 hours of arrival will result in the forfeiture of the deposit.		
Guest Safety Policy		

Status**Category****Occupancy**

The following is provided for informational purposes only and is based on information provided by each hotel and has not been independently verified by ICMA or Maritz Global Events. The information contained on this site is not a guarantee of any individual hotel's compliance with its stated policies and procedures or the adequacy of any such policies and procedures in terms of compliance with any applicable laws, regulations or guidance. Any questions or concerns about the safety or security practices at a specific hotel should be directed to that hotel.

Guided by Hyatt's purpose of care and experience delivering world-class hospitality for more than 60 years, our **Global Care & Cleanliness Commitment** further enhances existing operational guidance and resources around colleague and guest safety and peace of mind. This multilayered commitment will build on Hyatt's existing rigorous protocols and include an accreditation process by the Global Biorisk Advisory Council (GBAC) at Hyatt hotels around the world.

Listed below are the actions included in these initiatives (subject to change):

Global Cleanliness Accreditation - GBAC STAR™

- Performance-based cleaning, disinfection and infectious disease prevention program that will focus on establishing hotel environments that are sanitary, safe and healthy. GBAC is a division of ISSA, the worldwide cleaning industry association.
- Will include detailed training at more than 900 Hyatt hotels worldwide

Hotel Level Sanitization Specialists

- Every hotel will have at least one person on property trained as a Hygiene Manager.
- This person will be responsible for their hotel adhering to new operations guidance and protocols.

Updated Operation Guidance

- Certification, training and re-certification process for hygiene and cleanliness
- Increased frequency of cleaning with hospital-grade disinfectants on all high-touch surfaces and areas in the public space
- Enhanced food safety and hygiene protocols for restaurants and room service
- Hand sanitizer stations throughout the hotel public and employee areas and entrances
- To help protect yourself and our community, we will limit exposure to your personal guestroom; our team, including Housekeeping services, will not enter your guestroom during your stay
- Face coverings are no longer required indoors or outdoors for guests who are fully vaccinated. Face coverings are still required for all non-vaccinated guests within indoor public areas as well as outdoor public areas where social distancing is not feasible.
- If utilizing valet, vehicle touch points will be disinfected at arrival and when the vehicle is returned to the driver.

Hyatt's **Global Care & Cleanliness Commitment** is an important expression of our purpose to care for people so they can be their best - now and in the future. We want every Hyatt guest and colleague to feel confident that each aspect of our commitment is designed with safety and well-being in mind.

Total Charges**Paid****Balance Due**

\$0.00

\$0.00

\$0.00

Payment History**Payment #1**

06/08/2022 — \$750.00 [Payment]

Christine Lottier / Visa / *****2569

Payment Allocation

06/08/2022 — Applied: Ana Garcia's Hotel Reservation	\$0.00
--	--------

06/08/2022 — Applied: Ana Garcia's Registration	\$750.00
---	----------

Total Amount Applied:	\$750.00
-----------------------	----------

Payment Totals

Total Payments:	\$750.00
-----------------	----------

Payment #1

Total Refunds:	\$0.00
Total Net Paid:	\$750.00

Cancellation Policy**CANCELLATIONS**

Cancellations for the in-person conference in Columbus must be received in writing (conferenceteam@icma.org) by Wednesday, August 17, 2022. Cancellations will not be accepted after this time. All in-person cancellations will have a \$75 processing fee deducted from their refund, if applicable.

SUBSTITUTIONS

Substitutions may be made for the in-person event in Columbus. There is no processing fee for a substitution, and you will either be charged or refunded the difference between the two registration fees. Substitutions must be received in writing (conferenceteam@icma.org) by Wednesday, August 17, 2022.

Need Help?

If registration and housing information printed above is incorrect, please contact Customer Service Monday through Friday from 9:00 a.m. to 5:00 p.m. CT at (219) 354-6679, or by email at icma@maritz.com.

Keep up with us on [Facebook](#), [YouTube](#), [Twitter](#), [Instagram](#), and [Linked In](#).

Photography | Video | Audio Recording Policy

During the Annual Conference, photos, video and/or audio may be taken of attendees for use in either publicizing the conference and activities that ensued, or for use in ICMA promotional materials. Such photos, video or audio may be available in the public domain and accessible via the ICMA website, social media, and photo sharing sites.

We look forward to seeing you in Columbus!

Thank you,

International City/County Management Association

[Maritz Privacy Policy](#) | [Maritz Terms of Use](#)



PLAN TRAVEL

TRAVEL INFORMATION

AADVANTAGE

LOG IN



Choose flights

[« New search](#)


More flexibility for your travel

We're waiving change fees for more flexibility on certain tickets and travel dates.
Flexible travel updates [\[i\]](#)



Travel requirements

There are new requirements to enter the U.S. based on citizenship / residence and vaccination status. All travelers entering the U.S. must also provide their contact information within 72 hours before departure. Read about travel requirements [\[i\]](#)

We collect your personal data in accordance with applicable laws and regulations, including certain data related to COVID-19 and your health status during the pandemic. For more information about how we process your data, please see our privacy policy at aa.com/privacy [\[i\]](#)

Your trip summary

Main Cabin

Round trip (Non-refundable)

\$394 per person

Total \$393.19 (all passengers)

Price and tax information [\[i\]](#)

Make my trip refundable

No change fees; cancel any time

Round trip

+\$100 per person

[Make it refundable](#)

Includes taxes and carrier imposed fees.

Bag and optional fees [\[i\]](#)

Depart Miami, FL to Columbus, OH

Sunday, September 18, 2022

 7:03 AM → 12:51 PM 5h 48m 1 stop Main Cabin

MIA - LGA ■ AA 1656 ■ 738-Boeing 737



LGA - CMH ■ AA 4671 ■ E75-Embraer 175



■ Operated by Republic Airways As American Eagle

[Details](#) | [Change](#)

Return Columbus, OH to Miami, FL

Wednesday, September 21, 2022

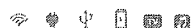
 12:13 PM → 6:27 PM 6h 14m 1 stop Main Cabin

CMH - DCA ■ AA 3591 ■ E75-Embraer 175



■ Operated by Envoy Air As American Eagle

DCA - MIA ■ AA 1340 ■ 738-Boeing 737


[Details](#) | [Change](#)

Upgrade to Main Plus

Round trip (Non-refundable)

+\$134 per person

More seat and bag benefits

■ No change fees (difference in ticket price may apply) ¹



Sign in

Round trip 1 Economy

Miami ↔ Columbus CMH Sun, Sep 18 < > Wed, Sep 21 < >

All filters (2) Spirit X 1 carry-on bag X Stops Price Times Emissions C

Track prices Sep 18–21 Any dates Date grid Price graph

COVID-19 trends in Columbus

Departing flights

Ranked based on price and convenience Prices include required taxes + fees for 1 adult. Optional charges and bag fees may apply.

Sort by: ↑↓

	12:00 PM	2:33 PM	\$264	▼
	FLL	CMH	round trip	
	Nonstop · 2 hr 33 min · Spirit		170 kg CO ₂	
			36% emissions ⓘ	
	10:15 PM	8:44 AM ⁺¹	\$319	▼
	FLL	CMH	round trip	
	1 stop · 10 hr 29 min · Spirit		238 kg CO ₂	
			10% emissions ⓘ	
	6:00 AM	11:12 AM	\$393	▼
	MIA	CMH	round trip	
	1 stop · 5 hr 12 min · Spirit		215 kg CO ₂	
			10% emissions ⓘ	
	7:10 AM	11:12 AM	\$393	▼
	MIA	CMH	round trip	
	1 stop · 4 hr 2 min · Spirit		215 kg CO ₂	
			19% emissions ⓘ	
	4:40 PM	8:59 PM	\$393	▼
	MIA	CMH	round trip	
	1 stop · 4 hr 19 min · Spirit		241 kg CO ₂	
			9% emissions ⓘ	

Hide 1 flight

Language · English (United States)

Location · United States

Currency · USD

[About](#)
[Privacy](#)
[Terms](#)
[Join user studies](#)
[Feedback](#)
[Help Center](#)

How much does a ride with Uber cost?

Plan your next trip with the price estimator.

Uber price estimator

Airport Terminal, Columbus, OH

Hyatt Regency Columbus, 350 N High St, Columbus, Ohio

Your options

- Connect

\$13.49
- UberX

\$23.40
- Uber Green

\$23.71

[View all options](#)

Request now

Schedule for later

Sign up to ride

Sample rider prices are estimates only and do not reflect variations due to discounts, geography, traffic delays, or other factors. Flat rates and minimum fees may apply. Actual prices for rides and scheduled rides may vary.

Products may not be available in all regions of your city. Please check your app for availability.

How prices are estimated

City of Dania Beach
Travel Per Diem Calculator

Traveler's Name: Ana M. Garcia, ICMA-CM, City Manager

Description of Trip: Attend 2022 ICMA 108th Annual Conference

Destination: Columbus, Ohio

Daily M&IE for FY 2022: \$ 64.00

First Date of Travel: 9/18/2022

Last Date of Travel: 9/21/2022

	Travel			Travel
	SUN	MON	TUE	WED
Date	18-Sep-22	19-Sep-22	20-Sep-22	21-Sep-22
Breakfast (\$14)		\$ 14.00	\$ 14.00	
Lunch (\$16)		\$ 16.00	\$ 16.00	
Dinner (\$29)		\$ 29.00	\$ 29.00	
Incidental (\$5)		\$ 5.00	\$ 5.00	
Total Daily total =	\$ 48.00	\$ 64.00	\$ 64.00	\$ 48.00

Travel Days Pro-rated at 75% of M&IE \$ 48.00

Total Per Diem Due to Traveler **\$ 224.00**

Domestic Meals and Incidental Expenses (M&IE) Breakdown for Federal FY 2022							
M&IE Total			Breakfast	Lunch	Dinner	Incidental	75%
59.00			13.00	15.00	26.00	5.00	44.25
64.00			14.00	16.00	29.00	5.00	48.00
69.00			16.00	17.00	31.00	5.00	51.75
74.00			17.00	18.00	34.00	5.00	55.50
79.00			18.00	20.00	36.00	5.00	59.25



FY 2022 Per Diem Rates for ZIP 43215

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Columbus	Franklin	\$64	\$14	\$16	\$29	\$5	\$48.00

2022
ICMA | 108TH
ANNUAL
CONFERENCE

SEPTEMBER 17-21, 2022 | COLUMBUS/FRANKLIN COUNTY, OH

Registration and Housing
opens Wednesday, June 8
Register at **conference.icma.org**

ACHIEVING EXCELLENCE
Together

Title Sponsor **MissionSquare**
RETIREMENT

ACHIEVING EXCELLENCE

The experience of the past year has shown us that local governments – and the professionals that run them – can achieve in the face of change and adversity. We're inspired by the growth of the local government manager during these times and are creating a global conference event just for local government professionals who want to collaborate, share their stories, and chart their new course for achieving excellence in their community!

The 2022 ICMA Annual Conference is an opportunity for all those in local government, anywhere in the world, to come together.

Here's what you can expect in Columbus:



Professional development opportunities for every career stage.



Inspirational keynote speakers with diverse backgrounds and expertise who will inspire you and help you hit the reset button.



New tools and techniques presented by experts in the local government management profession.



Networking opportunities with local government professionals from around the world.



Products and services from solution providers in the exhibit hall.



A place where local government leaders and professionals from all backgrounds can stand together as a profession.

2022 ICMA Digital: A digital component of the Annual Conference is available for those who can't make it to Columbus but still want to enjoy viewing the General Sessions and selected sessions "live" by streaming them.

EXPERIENCE

Access to keynotes and 160+ educational breakout sessions and roundtables featuring 7+ content tracks

Live-Streaming of all keynotes and select educational breakout sessions

On-demand access to all live-streamed content

Peer-to-peer networking

An Exhibit Hall featuring companies showcasing the latest and greatest in local government innovations, attendee engagement opportunities, and much more!

Exhibit Hall Grand Opening Reception

Attendee lunches Monday/Tuesday and refreshment breaks.

Team/Group discounts for 5 or more attendees



2022 ICMA Digital: For information on the 2022 ICMA Digital Conference, please visit the conference website at <https://conference.icma.org/registration>

TRACKS

With more than 160 education sessions, keynotes, game changers, roundtables, ICMA Micro-Certification Sessions, Mobile Workshops, and Product Theater Presentations, there will be plenty of opportunities to learn from and with your peers, industry professionals, and others, too!

Sessions will focus on:

ADVANCING DIVERSITY, EQUITY, AND INCLUSION

ICMA members continue to seek education and practical guidance on understanding and advancing issues of diversity, equity, and inclusion in their local governments and communities. Specific topics of interest include but are not limited to understanding disability and accessibility issues (disability inclusion at work and why it matters, strengthening and diversifying your workforce with veterans, technology and accessibility); equity in housing, public works, planning and other service areas; elevating inclusion in your budgets; unconscious bias; cognitive diversity; student/next generation DEI issues such as key skills to achieve inclusivity and steps to success; and equity (fair treatment, equitable pay, recognition, access to resources and opportunities).

CIVILITY AND ENGAGEMENT

This track will aid local leaders in overcoming major challenges around communication and maintaining civility in their communities. Specific topics of interest include but are not limited to navigating polarization and the culture of contempt, best practices for working with mainstream and social media, managing mis/disinformation, effective community engagement, and fostering trust in local government.

ECONOMIC RECOVERY, REDEVELOPMENT, AND RESILIENCE

This track will focus on the major economic development challenges and opportunities as communities seek not just to restore, but to redevelop and reimagine their local economies for long-term resilience. Specific topics of interest include but are not limited to using American Rescue Plan resources, securing and managing other federal funds, how to leverage trusts/foundations, housing and homelessness issues, infrastructure, brownfield redevelopment, how to combat the shift to online shopping in a downtown/business district, and dealing with major local economic shifts and shocks.

LEADING STRONG TEAMS FOR A STRONG COMMUNITY

Managers are at the core of strong communities. This track will highlight solutions to challenges of leading teams from different levels of the organization. Specific topics of interest include but are not limited to council/manager relations, effective board and commission management, mid-level management support, ensuring mental health and happiness of employees, servant leadership and other leadership principles, recruitment and retention of employees, and volunteer recruitment.

LIVABLE, SUSTAINABLE COMMUNITIES

This track will focus on leading practices for local governments to promote healthy, thriving, and resilient communities. Specific topics of interest include, but are not limited to climate change implications, emergency and disaster preparedness, environmental justice, the power of arts and culture, government sponsored events, and parks, recreation, and open space issues.

PERSONAL

Personal development is an essential component of professional development. This track will help local leaders commit to a balanced life and enhance personal capacity. Specific topics of interest include but are not limited to personal mental health, stress management techniques, and well-being for chief administrative officials, setting limits on the 24-hour job expectations, life in the fishbowl and effects on your family, finding your next job and when is a good time to start looking, how to interview in a public setting, succeeding in your current role, having fun, career wellness, personal care and growth, professional growth and retirement planning.

WORKFORCES AND SERVICE DELIVERY OF THE FUTURE

How will local governments continue to adapt their departmental operations and services to meet the needs of a post-COVID future? Specific topics of interest include, but are not limited to remote work policies, innovations in service delivery, moving to a more digital platform, procurement and supply chain issues, recruitment for lower paying jobs in a high cost of living area, and the evolution of departments such as public safety, public works, or human resource.

Lottier, Christine

From: Ana Garcia <anamgarcia@bellsouth.net>
Sent: Monday, June 27, 2022 10:13 AM
To: Lottier, Christine
Subject: Ft Lauderdale to Columbus flight.

See below w spirit at noon will send you another screen shot.

9:21
Search

Google

Travel Explore Things to do Flights Hotels Ve

Best departing flights

Sorted based on price and convenience ⓘ

	12:00 PM — 2:33 PM	 \$146
FLI	CNH	round trip
Nonstop	2 hr 33 min	-52% emissions
	10:15 PM — 8:44 AM [†]	 \$199
FLI	CNH	round trip
3 stop 	10 hr 29 min	
	8:40 AM — 11:29 AM	\$353
MIA	CNH	round trip
Nonstop	2 hr 49 min	-10% emissions
	10:45 AM — 1:25 PM	CHECK PRICE
FLI	CNH	
Nonstop	2 hr 40 min	-22% emissions

DATES PRICE GRAPH

 Track prices
Sep 18-21

 [google.com](https://www.google.com)

Sent from my iPhone

SCHEDULE

For schedule updates, please visit conference.icma.org.
All times are listed in Eastern Standard Time.

SATURDAY, SEPTEMBER 17

7:30 a.m. – 5:30 p.m.	Registration and Host Committee Desk
8:00 a.m. – 5:00 p.m.	Sporting Events*
8:00 a.m. – 5:30 p.m.	ICMA Micro-Certification Sessions*
9:00 a.m. – 4:00 p.m.	Mobile Workshops*
2:00 p.m. – 4:15 p.m.	Education Sessions and Roundtables
5:00 p.m. – 7:00 p.m.	Saturday Night Reception at the National Veteran's Memorial and Museum*

SUNDAY, SEPTEMBER 18

6:45 a.m. – 7:00 p.m.	Registration and Host Committee Desk
7:15 a.m. – 1:00 p.m.	Sporting Events*
8:30 a.m. – 12:30 p.m.	ICMA Micro-Certification Sessions*
9:15 a.m. – 12:45 p.m.	Education Sessions and Roundtables
11:00 a.m. – 2:00 p.m.	Mobile Workshops*
11:45 a.m. – 1:15 p.m.	Equity & Inclusion Leaders Lunch*
1:00 p.m. – 2:00 p.m.	Regional Meetings
2:30 p.m. – 4:30 p.m.	Opening General Session
4:30 p.m. – 6:30 p.m.	Exhibit Hall Grand Opening Reception
6:30 p.m.	Open for Supplier/Affiliate Events

MONDAY, SEPTEMBER 19

7:00 a.m. – 5:30 p.m.	Registration and Host Committee Desk
7:45 a.m. – 5:00 p.m.	Education Sessions, Roundtables, and Product Theaters
10:00 a.m. – 11:30 a.m.	General Session
11:30 a.m. – 4:30 p.m.	Exhibit Hall Open
11:45 a.m. – 1:15 p.m.	Exhibit Hall Lunch
11:45 a.m. – 1:15 p.m.	SheLeadsGov Luncheon*
1:00 p.m. – 5:00 p.m.	Mobile Workshops*
5:00 p.m.	State/Alumni/Affiliate Receptions/Open for Supplier Events

TUESDAY, SEPTEMBER 20

7:00 a.m. – 6:30 p.m.	Registration and Host Committee Desk
7:45 a.m. – 5:00 p.m.	Education Sessions, Roundtables, and Product Theaters
10:00 a.m. – 11:30 a.m.	General Session
11:30 a.m. – 3:00 p.m.	Exhibit Hall Open
11:45 a.m. – 1:15 p.m.	Exhibit Hall Lunch
11:45 a.m. – 1:15 p.m.	Assistant Chief Administrative Officers (ACAO) Luncheon*
1:00 p.m. – 5:00 p.m.	Mobile Workshops*
6:00 p.m. – 9:00 p.m.	Tuesday Night Networking Event - COSI*

WEDNESDAY, SEPTEMBER 21

7:30 a.m. – 12:00 p.m.	Registration and Host Committee Desk
7:45 a.m. – 9:45 a.m.	Breakfast and Learning: Education Sessions and Roundtables
10:00 a.m. – 11:30 a.m.	Closing General Session

As of 5/23/2022

*Additional Fee Applies

EXHIBIT HALL

Exhibit Hall

ICMA exhibitors will be eagerly awaiting your arrival in Columbus, ready to share with you the latest products and services that will help you solve organizational challenges, develop leadership skills, advance your career, and find inspiration to create a lasting impact in your community. When planning your schedule, be sure to allow for time in the Exhibit Hall to experience the following:

- Sunday Evening Exhibit Hall Grand Opening Reception featuring light hors d'oeuvres and one drink ticket
- Refreshment Breaks Monday/Tuesday
- Lunch on Monday/Tuesday
- Product Theater Presentations
- Attendee Relaxation Zone
- Interactive Photo Station
- Puppy Playpen
- And More!

To view a current list of exhibitors, please visit conference.icma.org/sponsors-and-exhibitors/exhibitors



REGISTRATION

PLEASE NOTE! All attendees **must first register for the conference** before being able to book and reserve an ICMA Annual Conference hotel room. After registering, attendees will have access to securing a hotel reservation. Reservations are accepted on a first-come, first-served basis beginning when housing and registration open on Wednesday, June 8. **Please do NOT contact the hotels directly.**

Registration Rates: In-Person

	Best Value Rate (By August 17)	Regular Rate (Beginning August 18)
Member	\$750	\$820
Non-Member	\$1,500	\$1,640

Group Registration

Team registrations are available for groups of five or more attendees. Each participant will receive 15% off their applicable registration rate.

For more information, please visit conference.icma.org/registration

Registration Rates: Digital

Member	\$149
Non-Member	\$299



HOTELS

You must first register for the 2022 ICMA Annual Conference before you secure a hotel reservation.

Reservations are accepted on a first-come, first-served basis beginning Wednesday, June 8, when housing and registration open. We will be sending out further information as the date approaches. Please do NOT contact the hotels directly. For a detailed listing and descriptions of all ICMA Conference Hotels and a map of the hotels and Greater Columbus Convention Center, please visit conference.icma.org/2022-icma=columbus/hotel-and-travel

Official ICMA Conference Hotels

Hotel	Room Rate Per Night (tax not included)
AC Hotel Columbus Downtown	\$189 single/double
Canopy by Hilton Columbus Downtown	\$209 single/double
Courtyard by Marriott Downtown	\$182 single/double
Drury Inn & Suites Columbus Convention Center	\$170 single/double
Hampton Inn and Suites Columbus Downtown	\$179 single/double
Hilton Columbus Downtown	\$179 single/double
Hyatt Regency Columbus	\$199 single/double
Le Meridien Columbus, The Joseph	\$244 single/double
Red Roof Inn Columbus	\$115 single/double
Renaissance Columbus Downtown	\$164 single/double
Residence Inn Columbus Downtown	\$183 single/double
Sonesta Columbus Downtown	\$195 single/double

See you in Columbus! September 17–21, 2022

CONTACT US

Email:
conferenceteam@icma.org

Telephone:
800-745-8780

#ICMA2022

FOLLOW US

 Twitter: @ICMAEvents

 Facebook: @ICMAORG

 Instagram: @ICMAORG

 LinkedIn: linkedin.com/company/icma

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from: June 14, 2022

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION UPDATING THE 457(B) DEFERRED COMPENSATION PLAN DOCUMENT, INCREASING THE EMPLOYER MATCHING CONTRIBUTION FROM 1.8% TO 3.0%; PROVIDING FOR AUTHORITY

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

220621-Memo to Commission Re Approval of Restated 457 Plan - CM revisions 6.28.22, R-2022- 457(b) Deferred Compensation Plan Document Update, R-2022- 457(b) Deferred Compensation Plan Document Update Exhibit A, R-2022- 457(b) Deferred Compensation Plan Document Update Exhibit B



CITY OF DANIA BEACH HUMAN RESOURCES AND RISK MANAGEMENT DEPARTMENT

MEMORANDUM

DATE: June 14, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Linda Gonzalez, Chief Human Resources Officer *LG*
Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Approve a Resolution to updating the 457(b) Deferred Compensation Plan Document, increasing the City matching contribution from 1.8% to 3.0%

The Request

The Human Resources and Finance Departments request approval of a Resolution updating the 457(b) Deferred Compensation Plan Document, increasing the City matching contribution from 1.8% to 3.0%.

Background

In 1988, the City of Dania Beach established a governmental 457(b) plan, which is a supplemental retirement plan authorized under Section 457(b) of the Internal Revenue Code ("IRC"). The plan is funded by voluntary deferrals from employee wages and is supplemented by employer contributions. All contributions and earnings remain tax-deferred until they are distributed. The City currently matches the first 1.8% of employee contributions towards their 457(b) account.

In February 2021, the City updated and amended the Plan Document and Adoption Agreement for the City's 457(b) deferred compensation plan, as well as to approve the Administration Services Agreement and related contractual materials to effectuate the retention of TSA Consulting Group ("TSACG") as the administrator of the Plan to assume responsibility for plan liability, IRS audits and ensure compliance with periodic legislative updates.

The City continues to explore opportunities to recruit and retain a highly engaged, productive, and satisfied workforce. As talent acquisition becomes increasingly competitive and difficult, the City Administration continuously reviews all benefit offerings to ensure the City provides a

competitive and valuable benefits package. In furtherance of this effort, the City Administration recommends an increase to the City's matching contribution from 1.8% to 3%, effective October 1, 2022. Non-union employees would begin receiving the benefit upon the effective date, and union-covered employees would receive the benefit upon successful ratification of the collective bargaining agreement and not before October 1, 2022.

The change in City matching contribution must be effectuated through an update to the Plan Document, thereby requiring City Commission approval via resolution.

The increase to the 457 match is applicable to all employees and elected officials as described above, with the following provisions:

- Employees are given 30 days upon hire to elect to receive the City matching contribution. With this new increase to the City match, eligible employees will have a new 30-day window to elect to receive the increase in match, if they are contributing less than 3%. If they are already contributing 3%, the change will be automatic.
- Per resolution 2006-063, Employees who were hired before March 6, 2006 may participate in the 457 plan, but are not eligible for the City matching contribution because they are members of the City's General Pension plan, (not FRS). The General Pension plan provides a much greater benefit than the FRS plan as shown below. There are currently ten (10) employees in category who will become eligible for this new benefit once they elect the Deferred Retirement Option Plan, (DROP), see attached.
- As a new benefit to employees who were hired before March 6, 2006 and participants of the General Pension plan, they will be eligible to participate in the 457 match once they begin their Deferred Retirement Option Plan, (DROP). There are three (3) employees who will be eligible for this benefit on the effective date pending ratification of the contract, see attached.
- Therefore, all employees will have some level of benefit with this match increase.

General Pension vs. FRS simple comparison

Basic Plan Comparison	General Pension	FRS	Difference
Retirement Age – Age employees can retire and start collecting their pension	Age 50 (with > 25 years of service) Age 55 (with < 25 years of service)	Age 65 with 33 years of service (after 2011) Age 62 with 30 years of service (before 2011)	Retire and collect pension 18 years earlier with the General Pension (as outlined)
Multiplier – percentage of salary that is earned each year towards pension	3%	1.6% - 1.68% (depending on date of entry and age) Note: for general employees	This is a 1.32% - 1.4% lower multiplier for every year worked
FAME – Final Average Monthly Earnings that determines how pension benefit is calculated	3 years of highest pay	8 highest years (after 2011) 5 highest years (before 2011)	The City pension uses a lower number of years, resulting in a higher pension benefit

Budgetary Impact

The current annual investment to increase the City contribution from 1.8% to 3.0% is approximately \$84,000 and will be planned for and funded in the Fiscal Year 2022-23 budget.

Recommendation

Approve the Resolution updating the 457(b) Deferred Compensation Plan Document, increasing the City matching contribution from 1.8% to 3.0%.

Attachments: The City of Dania Beach Section 457 Plan Document
 The City of Dania Beach 457 Adoption Agreement

ATTACHMENT

NOTE:

All FRS regular full-time and part-time employees, and City elected officials are eligible for this benefit as outlined in the memo

Three (3) Employees in DROP will be eligible upon ratification to participate in the new benefit/match:

Louis Brown
Benet Joseph
Jose Salgado

Ten (10) Employees in the General Pension that will be eligible for the new benefit/match, upon electing the DROP:

Grant, Mitchell
Greene, Darren
James, Tammie
Lajoie, Corinne
McHellon, Donial
Peterson, Terry
Saunders, Janice
Stevens, Tania
Thomas, Ahmad
Washington, Willis

RESOLUTION NO. 2022-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE 457(B) DEFERRED COMPENSATION PLAN DOCUMENT, INCREASING THE EMPLOYER MATCHING CONTRIBUTION FROM 1.8% TO 3.0%; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1988 the City of Dania Beach adopted the City of Dania Beach Section 457(b) Deferred Compensation Plan (the "Plan") for eligible employees of the City; and

WHEREAS, the City maintains the Plan in accordance with the requirements of Section 457(b) of the Internal Revenue Code of 1986 (the "Code"), as amended; and

WHEREAS, the City has an agreement with Voya Retirement Insurance and Annuity Company ("Voya") as its 457(b) Plan Provider, pursuant to which Voya has provided a written plan document that complies with Internal Revenue Code Section 457(b); and

WHEREAS, on February 23, 2021, the City updated the 457(b) plan document and retained the services of TSA Consulting Group, Inc. ("TSACG") to serve as the administration services provider for the Plan, to ensure legal compliance, which administrative services were contracted at no cost to the City; and

WHEREAS, pursuant to its goal of recruiting and retaining a highly engaged, productive, and satisfied workforce through establishment of a competitive and valuable benefits package, the City Administration recommends an increase to the employer matching contribution from 1.8% to 3.0%;

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

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

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That the City Administration is authorized to execute the amended 457 Plan Document and an Adoption Agreement, both are made a part of and incorporated into this Resolution by this reference as Exhibits A and B, respectively (collectively, the "Plan

Documents”), which substitute the deferred compensation plan under 5.01 of the Plan Provider Contract with Voya.

Section 4. That the current annual cost to increase the City contribution from 1.8% to 3.0% is approximately \$84,000 and will be planned for and funded in the Fiscal Year 2022-23 budget.

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

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

457(b) Plan Document

City of Dania Beach, FL

457(b) DEFERRED COMPENSATION PLAN FOR GOVERNMENTAL EMPLOYERS

The Employer whose name and signature appear on the Adoption Agreement for the 457(b) Deferred Compensation Plan for Governmental Employers (the “Adoption Agreement”) hereby establishes a deferred compensation plan (the “Plan”) which is established pursuant to applicable state law and is intended to comply with Section 457(b) of the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder. The Plan shall include the provisions set forth in this Plan document, the Adoption Agreement and any contracts, custodial agreements, and trusts as may be established or maintained by a provider of Investment Products available hereunder.

ARTICLE I. DEFINITIONS

As used in this Plan, the specific words and phrases shall have the following meanings, unless a different meaning is plainly required by the context and the following rules of interpretation shall apply in reading this instrument. The masculine pronoun shall include the feminine and the singular shall include the plural. All references herein to specific Sections shall mean Sections of this document unless otherwise qualified.

- 1.1 Account means the separate account or accounts established and maintained by the Trustee for each Participant under the terms of the Plan. 457 Rollover Account means that portion of a Participant’s Account attributable to Rollover Contributions received from another eligible retirement plan.
- 1.2 Administrator means Employer or the alternate Administrator appointed under Section 6.2 of the Plan to act as such under this Plan.
- 1.3 Adoption Agreement means the separate agreement as executed by Employer and which sets forth the elective provisions of the Plan. The Adoption Agreement shall be included as part of the Plan.
- 1.4 Alternate Payee means a Person who is or was the Spouse of the Participant, or is a Dependent of the Participant, to the extent that such Person has rights under an Order recognized as a QDRO.
- 1.5 Beneficiary means the person(s), trust(s), or other entities designated by the Participant to receive the balance of the Participant's Accounts, if any, upon the Participant's death. Elections made by a Participant hereunder shall be binding on any such Beneficiary(s). The beneficiary designation is set forth on and governed by the agreement between the Participant and applicable service provider. If there is a conflict between the terms of the agreement between the Participant and applicable service provider and the Plan Document regarding beneficiaries, the terms of this Plan Document will govern.
- 1.6 Code means the Internal Revenue Code of 1986, as amended and any regulations issued thereunder.
- 1.7 Contribution means all contributions made hereunder by or for the benefit of each Participant and deposited into each Participant's Account. A Rollover Contribution means a contribution of an eligible rollover distribution made by a Participant from another eligible retirement plan.
- 1.8 Distributee means any Person who receives, or but for his, her, or its instruction is entitled to receive, a Distribution.
- 1.9 Eligible Individual means any individual who qualifies for eligibility in accordance with the applicable provisions of the Adoption Agreement and under Section 2.1 of the Plan. Individuals who do not perform services for Employer may not defer compensation under the Plan.
- 1.10 Employee means any individual in the employ of the Employer who is designated on the payroll records of the Employer as a common law employee. Even if a subsequent determination by a court of competent jurisdiction or governmental agency reclassifies any individual as a common law employee, such individual shall be excluded from “Employee” status hereunder. “Leased employees” described in Code Section 414(n) of the Code shall not be included as Employees hereunder.
- 1.11 Employer means the governmental organization identified as Employer in the Adoption Agreement, any successor thereto that elects to maintain this Plan, and any predecessor which has maintained this Plan.

- 1.12 Employer Contributions means, consistent with 26 C.F.R. § 1.457-2(i), those Contributions made by the Employer that are not Employee Contributions, and which the Participant could not choose to receive in money, or as property or a right other than under the Plan.
- 1.13 Governmental Employer means any entity described in Section 457(e) (1) (A) of the Code.
- 1.14 Includible Compensation means the remuneration paid by Employer to an Eligible Individual that qualifies as “includible compensation” under Section 457(e) (5) of the Code. Beginning in 2009 and thereafter, such term also includes any “differential pay” that may be received from the Employer while performing qualified military service under Code Section 414(u).
- 1.15 Independent Contractor means any person receiving cash remuneration from the Employer for services rendered to Employer pursuant to one or more contracts, if such person is not an Employee.
- 1.16 Investment Product means any investment product specifically approved and authorized by Employer to be offered to Participants under the Plan, provided that such products are held in an annuity contract, custodial account or trust that qualifies as a trust to hold 457(b) plan assets under Section 401(f) of the Code.
- 1.17 Participant means any Eligible Individual who has executed a Participation Agreement and has not become ineligible to participate in the Plan and any Employee for whom the Employer has made a direct contribution to the Plan. An “Active Participant” is any Participant who is currently deferring compensation under a Participation Agreement or who is receiving direct Employer contributions to his Account. An “Inactive Participant” is any former Participant who is not currently deferring compensation hereunder or who is not receiving direct Employer contributions to his Account.
- 1.18 Participation Agreement means an agreement by which an Eligible Individual agrees to defer current remuneration otherwise payable from the Employer into the Plan and the Employer agrees to deposit such deferred amount into the Plan in accordance with the terms of the agreement.
- 1.19 Plan means this 457(b) Deferred Compensation Plan for Governmental Employers and the related Adoption Agreement as executed by the Employer, along with any custodial account, Trust or annuity contract as may be established or maintained by a provider of Investment Products available hereunder.
- 1.20 QDRO means a court order directed to the Plan that pursuant to a State domestic-relations Law creates or recognizes the existence of the right of an Alternate Payee to receive all or a portion of any Deferred Compensation of a Participant and that meets all of the following requirements.

An order is not a QDRO unless the court order on its face and without reference to any other document meets all conditions to be treated as a qualified domestic relations order under IRC § 414(p), applied without IRC § 414(p)(11).

An order is not a QDRO unless the court order on its face and without reference to any other document unambiguously specifies the amount or percentage of the Participant’s Account to be paid to, or segregated for the separate sub-Account of, the Alternate Payee.

An order is not a QDRO if it includes a provision that would require determining an amount to be paid or segregated in a manner not readily calculable by using only the Funding Vehicle’s available Records.

- 1.21 Trust means any trust established under applicable state law by the Employer to hold Participant Accounts hereunder as provided in Article IV, and any other account, contract or instrument that qualifies as a trust under the terms of Section 401(f) of the Code.
- 1.22 Trustee means the person, entity or organization, if any, designated to act as Trustee of the Plan in the Adoption Agreement. If the assets of the Plan are held in annuity contracts and/or custodial accounts, then the issuer of such annuity contracts and/or custodial accounts must qualify under Sections 457(g) and 401(f) of the Code. The term “Trustee” shall include an insurer issuing such annuity contracts and/or the issuer of such custodial accounts.
- 1.23 Valuation Date means a day on which the Service Provider or other Person that is (or was) required or permitted to receive investment directions, required or permitted to act, or entitled to receive

notice is (or was) open for regular business at his, her, or its principal office or regular place of business.

A Valuation Day ends at the earliest of:

- the time that the New York Stock Exchange closes trading, or
- the time that any Fund must value its assets and price its Shares,
- the time that the Person required or permitted to act, or entitled to receive notice, closed his, her, or its regular business for the day.

A Funding Vehicle may include provisions governing the time of day after which an instruction is treated as received on the next Valuation Day. In addition, the Employer may make reasonable rules governing the time of day after which an instruction is treated as received on the next Valuation Day

ARTICLE II. ELIGIBLE INDIVIDUALS

2.1 ELIGIBILITY. The Administrator shall determine the eligibility of each Eligible Individual based upon the eligibility requirements selected in the Adoption Agreement. Such determination shall be conclusive and binding upon all persons.

2.2 PARTICIPATION. An Eligible Individual may participate and become an Active Participant by executing a valid Participation Agreement and delivering such agreement to Employer. The Participation Agreement shall specify:

- (a) the amount of the Active Participant's Includible Compensation which the Employer and the Active Participant agree to defer, and
- (b) the date as of which reduction and deferral of compensation pursuant to the Participation Agreement shall begin, which date shall be as early as administratively practicable but not earlier than the first day of the first calendar month following the execution of the Participation Agreement.

If, in the Adoption Agreement, Employer has elected to make an Employer contribution to the Plan, any individual who is eligible to receive the contribution shall be deemed to be an Active Participant for all purposes of the Plan as of the first day of the first calendar month following satisfaction of the eligibility requirements for receiving the Employer contribution, provided that all required administrative forms necessary to open an Account and have such amounts contributed into an Investment Product have been executed by such date. The participation date shall default to the first day of each succeeding calendar month until all required forms are received by Employer or designated Administrator.

2.3 TERMINATION OF ELIGIBILITY. In the event a Participant ceases to be an Eligible Individual, the Participant shall become an Inactive Participant and all Contributions shall immediately cease.

2.4 AMENDMENTS OF PARTICIPATION AGREEMENTS. Participation Agreements are irrevocable as to all amounts previously deferred under the Participation Agreement. A Participant may modify a Participation Agreement, on forms approved by the Administrator, to do any of the following:

- (a) change the investment of any Contributions to the Account;
- (b) terminate the election to be an Active Participant; and
- (c) change prospectively the amount of compensation to be deferred.

An amendment or termination shall be effective as soon as administratively practicable, but not

earlier than the first day of the following calendar month.

ARTICLE III. CONTRIBUTIONS AND ALLOCATIONS

- 3.1 **CONTRIBUTIONS.** Except as provided in Sections 3.2 and 3.3, the maximum amount that may be contributed into the Plan by or on behalf of a Participant during any taxable year shall not exceed the limits of Section 457(b)(2) of the Code. Subject to such limitation, nothing herein shall prohibit an Employer from making Contributions into the Plan for a Participant in accordance with the terms of the Adoption Agreement. If, in any taxable year, the total amount contributed by or on behalf of a Participant exceeds the limits of Section 457(b)(2) of the Code, (as modified by Section 3.2 and 3.3 of the Plan) then any such excess, plus earnings thereon, shall be distributed from the applicable Investment Products as soon as practicable upon discovery of the excess contribution.
- 3.2 **FINAL THREE (3) YEARS OF SERVICE CATCH-UP DEFERRAL LIMIT.** If elected by the Employer in the Adoption Agreement, an Active Participant may in any of his final three (3) years of employment, ending before the year in which the Participant attains Normal Retirement Age as defined in the Adoption Agreement, elect to defer from compensation an amount not exceeding the limits of Section 457(b)(3) of the Code, and applicable regulations issued thereunder. For purposes of this Section 3.2, a prior year shall be taken into account only if such year began after December 31, 1978, and the Participant was eligible to participate in the Plan during all or a portion of the prior year.
- 3.3 **OLDER WORKER CATCH-UP CONTRIBUTION LIMIT.** A Participant who has attained age 50 on or before the last day of the calendar year will be entitled to increase his deferrals in accordance with the limits of Section 414(v) of the Code. Such contributions are in addition to the limitations of Section 457(b)(2) of the Code, but may not be used in any taxable year in which the special limits described in Section 3.2 of the Plan provide for a larger contribution limit.
- 3.4 **DEFERRAL FROM COMPENSATION PAID AFTER SEVERANCE FROM EMPLOYMENT.** An Employee may, to the extent permitted by 26 C.F.R. § 1.457-4(d), make Employee Contributions from Compensation that will be paid after his or her Severance-from-Employment if the Compensation is paid within 2½ months after his or her Severance-from-Employment and is payments for accrued bona fide sick, vacation, or other leave if the Employee could have used the leave if his or her employment had continued; or is payments that, absent a Severance-from-Employment, would have been paid to the Employee while he or she continued in employment with the Employer and is regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation. Without limiting the comprehensive effect of the conditions stated by the preceding sentence, Employee Contributions may not be made from severance pay.
- 3.5 **TRANSFERS FROM OTHER 457 PLANS.** This Plan shall accept transfers from Participant accounts held in a previous Governmental Employer's eligible 457(b) deferred compensation plan.
- 3.6 **ROLLOVERS INTO THE PLAN.**
To the extent provided in the Individual Agreements, any Employee or Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan.
- 3.7 **ALLOCATION OF CONTRIBUTIONS AND INVESTMENT RETURN.** Contributions, income, gains, losses, other elements of investment return or contract value, and fees and expenses are allocated each Valuation Day.

ARTICLE IV. INVESTMENTS

- 4.1 **PARTICIPANT DIRECTION.** Participants shall provide investment instructions, on such forms as may be required by the Administrator, for Contributions to be deposited into Investment Products as directed by each Participant. If a Participant fails to instruct the Administrator where to invest Contributions made to his Account, or if instructions are not clear, complete or understandable, as determined solely by the Administrator, then any Contributions shall be returned to the Employer to return to the Participant.
- 4.2 **AUTHORIZED INVESTMENT PRODUCTS.** Employer shall authorize Investment Products in which Participants may invest their Accounts, provided that any authorized Investment Product must be held for the exclusive benefit of Participants and their Beneficiaries in a Trust or alternate funding vehicle that qualifies as a Trust pursuant to Section 1.21 of the Plan. Accounts may only be invested in Investment Products approved and authorized by the Employer.
- 4.3 **ESTABLISHMENT OF ACCOUNTS.** Appropriate Accounts shall be established for each Participant. These Accounts shall reflect the Contributions, if any, made for each Participant, and investment earnings or losses of the Investment Products utilized by the Participant to reflect any appreciation or depreciation in the fair market value of the Participants' Accounts. The fair market value of each Participant's Account shall represent the fair market value of all assets held, plus deposits and accrued earnings, less accrued expenses and proper charges against each Participant's Account as of each valuation. Each Account shall be valued at least once per calendar year.
- 4.4 **TRUST REQUIREMENT.** Accounts shall be held in trust for the exclusive benefit of Participants in a Trust or alternative instrument that qualifies as a trust under Section 401(f) of the Code. Any investment made hereunder shall be subject to the terms and conditions of the Trust to the extent such terms are not inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.
- 4.5 **ADMINISTRATION OF INVESTMENTS.** Contributions made by or on behalf of Participants (including Inactive Participants) shall continue to be invested in the manner selected by the Participant until the Administrator has received new investment instructions. Unless otherwise restricted by the Trust or alternate instrument, a designation filed by a Participant changing his investment option may apply to investment of future Contributions and/or to amounts already accumulated in his Account as the Participant elects. A Participant may change his investment options only as permitted under the terms of the applicable Trust or alternate instrument.
- 4.6 **CONDITIONS OF INVESTMENTS.** Amounts allocated to each Participant's Account shall be invested in the Investment Product selected by the Participant, or, if selected by Employer in the Adoption Agreement, in accordance with the default investment(s) so indicated. Participants invest their Accounts subject to the terms and conditions of any agreements governing the Investment Product in which their Accounts are invested. The terms and conditions of such Investment Products are considered part of, and shall be construed as having been incorporated into this Plan except to the extent any provision of an Investment Product agreement is inconsistent with the terms of the Plan or applicable law (including regulations and other guidance provided thereunder). In such instance, the terms of the Plan shall control.
- 4.7 **EMPLOYER NOT RESPONSIBLE.** The Employer need not question any investment direction of a Participant, Beneficiary, or Alternate Payee (or his, her, or its agent). The Employer need not provide any investment advice, education, or information. If the Employer provides any investment advice, education, or information of any kind, the Employer is not liable for any loss arising out of such investment advice, education, or information. Without limiting the comprehensive effect of the

preceding sentence, the Employer has no liability for any consequence that results from an investment direction that was given effect.

- 4.8 RELIEF FROM RESPONSIBILITY. To the extent of a Participant's, Beneficiary's, or Alternate Payee's investment direction, every Person other than the Participant, Beneficiary, or Alternate Payee is relieved from responsibility and every kind of liability, and is not responsible for or liable for any damage, loss, expense or other claim that arises from that Participant's, Beneficiary's, or Alternate Payee's investment direction or exercise of control (or from that Participant's, Beneficiary's, or Alternate Payee's failure to exercise his, her, or its duty of investment direction and control).

ARTICLE V. DISTRIBUTIONS AND TRANSFERS OF BENEFITS

- 5.1 DISTRIBUTIONS UNDER THE PLAN. Except as provided in Section 5.2, a Participant's Account may not be distributed to a Participant (or, if applicable, the Beneficiary) until one of the following events has occurred:

- (a) the Participant has severed employment with the Employer,
- (b) the Participant has attained age, select by Employer in Adoption Agreement,
- (c) the Participant has died, or
- (d) the Plan has been terminated by Employer.

Notwithstanding the above, a Participant who is on active duty for a period of at least 30 days while performing qualified military service and who is receiving differential pay from the Employer while on active duty may elect to receive a distribution of the Participant's deferrals into the Plan as permitted under Code Section 414(u). If a distribution of the Participant's deferrals is taken, then no deferrals into the Plan may be made by the Participant for a period of at least six (6) months from the date of the distribution.

- 5.2 UNFORESEEABLE EMERGENCY WITHDRAWALS. This Section shall apply only if selected by the Employer in the Adoption Agreement and if permitted by the Investment Products in which a Participant's Account is invested. Notwithstanding Section 5.1, a Participant may request an Unforeseeable Emergency withdrawal by submitting that request, in writing on the Plan's approved form, to the Administrator. In deciding whether a need cannot be relieved from other resources, the Employer may rely on a statement in the Participant's Claim if the Employer lacks actual knowledge that the Participant's statement is false. Furthermore, the amount needed to meet an emergency need includes amounts needed to pay Federal, State, and local income taxes reasonably anticipated to result from the Emergency Distribution. After considering all information provided by the Participant, the Administrator shall approve or deny the request. If a request for an Unforeseeable Emergency withdrawal is approved, the Administrator shall direct the provider of the applicable Investment Products to distribute the approved amount from the Participant's Account. For purposes of this Section, "Unforeseeable Emergency" is defined in Section 457(d)(1) (A) (iii) and the regulations issued thereunder.

- 5.3 TIMING OF DISTRIBUTIONS. Upon the occurrence of an event described in Section 5.1, but no later than the mandatory distribution date determined under Section 5.4, a Participant may elect any benefit distribution option as permitted by the Investment Products in which the Participant's Account is invested. Such an election will be effective only if made on forms provided by the Administrator and received in the office of the Administrator in accordance with such procedures as the Administrator may establish. If a Participant fails to make an election as to the form or timing of his distribution, the Participant's benefit will be paid in installments calculated by the providers of the Investment Products to satisfy the requirements of Section 5.4.

5.4 **MANDATORY DISTRIBUTION.** Notwithstanding any other provision of this Plan, a Participant's Account shall begin distribution by April 1 of the calendar year following the calendar year in which occurs the later of the Participant's attainment of age 72 or severance from employment, unless a later date is authorized under the Code or applicable regulations. The Participant's Account shall then be distributed (both in determining the timing of subsequent distributions and the amount of all required distributions) in a manner consistent with Sections 457(d) and 401(a) (9) of the Code and in conformity with the requirements of Treas. Regs. 1.401(a) (9)-1 through 1.401(a) (9)-9. For the calendar year 2009 only, a Participant who would have been required to receive a distribution under this Section 5.4 but for the enactment of WERA ("2009" mandatory distribution"), and who would have satisfied that requirement by receiving a distribution from the Plan will not receive a 2009 mandatory distribution. However, the Participant may affirmatively elect to receive such amount in 2009 which shall not be a mandatory distribution under this Section of the Plan.

5.5 **PARTICIPANT MUST DESIGNATE BENEFICIARY BY NAME.** A Participant must designate each Beneficiary by name. A Participant cannot designate a Beneficiary by relationship or by class, and any such attempted beneficiary designation is void. Notwithstanding the preceding sentence, if the Employer Finds that a Beneficiary Designation sufficiently describes a trust, the Employer may construe the Beneficiary Designation as naming the duly appointed and currently acting trustee of that trust. Likewise, if the Employer Finds that a Beneficiary Designation sufficiently describes an estate, the Employer may construe the Beneficiary Designation as naming the duly appointed and currently acting Personal Representative of that estate.

A statement in a Beneficiary designation that purports or attempts to state or create a condition or restriction on the Beneficiary's receipt or enjoyment of any Benefit is invalid, and the Beneficiary is entitled to the Benefit without regard to any attempted condition or restriction.

Notwithstanding anything to the contrary in a Beneficiary designation, the Participation Agreement, or any other document or otherwise (including but not limited to any Order), a designation of a Beneficiary cannot be irrevocable, and any such designation is construed as a revocable designation of that Beneficiary.

If a Participant designates as his or her Beneficiary more than one Person, all Persons of the same Beneficiary Designation class (primary or contingent) have equal shares, unless the Participant specifies otherwise.

If a Beneficiary Designation divides a Benefit between or among two or more Beneficiaries, the primary Beneficiary Designation must allocate the share of each such Beneficiary solely by specifying a percentage of the Participant's Account and the contingent Beneficiary Designation must allocate the share of each such Beneficiary solely by specifying a percentage of the Participant's Account. Without limiting the comprehensive effect of the preceding sentence, any division of any Benefit under a Beneficiary Designation will be ineffective to the extent that it would require considering any fact other than the amount of the Participant's Account.

5.6 **DEATH DISTRIBUTIONS.** A Participant's Beneficiary shall be entitled to receive the Participant's Account balance in the event of the Participant's death. A Beneficiary entitled to payment hereunder may elect in what form distributions shall be made, provided that any such distribution form is offered at that time and satisfies the requirements of Sections 457(d) and 401(a)(9) of the Code and regulations applicable thereunder. If a Participant fails to validly designate a Beneficiary prior to his death, or the Beneficiary is not alive at the time of the Participant's death, the provisions of Section 5.17 shall determine who the Participant's Beneficiary shall be for purposes of this Section 5.6. Distributions due to death are payable when the Administrator has received satisfactory proof of the Participant's death, all required tax information and any other required forms.

- 5.7 IF SHARES NOT SPECIFIED. If a Participant designated as Beneficiaries more than one Person and the Beneficiary Designation does not specify the share for each Beneficiary, the Beneficiaries have equal shares.
- 5.8 DEATH BEFORE DISTRIBUTIONS HAVE BEGUN. If the Participant dies before Mandatory Distributions (under Section 5.4) have begun, the Participant's Account shall either be totally distributed no later than the fifth year following the year of the Participant's death, or over a period not exceeding the joint and last survivor life expectancies of the Participant and Designated Beneficiary, provided that the distributions begin no later than the last day of the calendar year following the year in which the Participant died. If the sole Designated Beneficiary is the Participant's surviving Spouse, then lifetime distributions must begin by the later of the last day of the calendar year following the year in which the Participant died, or the last day of the calendar year in which the Participant would have attained age 72. If there is no Designated Beneficiary named by September 30 of the calendar year following the year in which the Participant died, the Participant's entire Account shall be distributed no later than the fifth year following the year of the Participant's death.
- 5.9 DEATH FOLLOWING THE COMMENCEMENT OF BENEFITS. If the Participant dies on or after Mandatory Distributions (under Section 5.4) must have begun, the remaining Account balance must be distributed at least as rapidly as was payable under the Mandatory Distributions requirements.
- 5.10 DISTRIBUTION FOR MINOR BENEFICIARY. If a distribution is payable to a legal minor, the Administrator may direct that such distribution be paid to the legal guardian, or if none has been duly appointed, then to any of the following:
- (a) any parent of the minor Beneficiary, or
 - (b) the custodian for the minor Beneficiary under a Uniform Gift/Transfer to Minors Act, if such is permitted by the laws of the state in which Beneficiary resides,
 - (c) To a court having jurisdiction over the Beneficiary's estate.

Such a payment to the legal guardian, custodian or parent of a minor Beneficiary shall fully discharge the provider of the Investment Products, the Administrator, Employer, and Plan from further liability on account thereof.

- 5.11 DISTRIBUTION TO INCOMPETENT PERSON. If a Distribution is to be made to a Participant, Beneficiary, or Alternate Payee that the Employer Finds to be unable to manage property effectively for any reason including mental illness, mental deficiency, physical illness, physical disability, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power, or disappearance, any payment may be paid to the duly appointed and currently acting legal guardian of the estate of the Participant or Beneficiary, or to the court having jurisdiction over the estate of the Distributee.

The Employer has no duty to supervise or inquire into the use of a Distribution.

If, when a Distribution begins, the Participant or Beneficiary is an incompetent or incapacitated (as described above) and the Employer begins payments to another Person under this Provision, the Employer may continue all payments under the Distribution to the other Person notwithstanding that the Participant, Beneficiary, or Alternate Payee might have become competent or might have been adjudicated as competent, unless the Participant, Beneficiary, or Alternate Payee files a written Claim according to all Plan requirements, including furnishing a satisfactory court order that he or she is competent to manage his or her Plan Benefit.

- 5.12 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN. If all, or any portion, of the distribution payable to a Participant or his Beneficiary from the Plan remains unpaid solely by reason of the inability of the Administrator to reasonably locate such Participant or his Beneficiary, the amount so distributable shall be treated as a forfeiture pursuant to the Plan and maintained in a forfeiture account under the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being held in such account, such benefit shall be restored, including any applicable interest, and paid, to the Participant or Beneficiary, in accordance with the terms of the Plan.
- 5.13 ROLLOVERS FROM THE PLAN. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 5.13, a Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee as a Direct Rollover. The Distributee shall, in the time and manner prescribed by the Administrator, specify the amount to be rolled over and the Eligible Retirement Plan to receive the rollover. Any portion of a distribution that is not rolled over shall be distributed to the Participant. For purposes of this Section 5.10, the following terms have the following meanings:
- (a) "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
 - (b) "Distributee" means an Employee or former Employee entitled to receive a distribution hereunder. In addition, an Employee's surviving spousal Beneficiary and an Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.
 - (c) "Eligible Retirement Plan" means an eligible retirement plan described in Section 402(c)(8)(B) of the Code.
 - (d) "Eligible Rollover Distribution" means any distribution to a Distributee that qualifies as such under Section 402(c) (4) of the Code. Amounts required to be distributed under Section 401(a) (9) of the Code are not Eligible Rollover Distributions and amounts paid under Section 5.4 of this Plan are not Eligible Rollover Distributions hereunder.
- 5.14 PURCHASING SERVICE CREDITS UNDER A STATE OR LOCAL RETIREMENT SYSTEM. If permitted under the Investment Products in which a Participant's Account is invested, a Participant may direct the Administrator to transfer amounts in his Account in accordance with Section 457(e) (17) of the Code to a state or local retirement system for the purpose of purchasing past years of service credits under the system or to repay amounts previously cashed out under the system.
- 5.15 CONTRACT AND CUSTODIAL ACCOUNT EXCHANGES. This Section 5.15 shall be subject to any conditions or limitations imposed by the Employer or Administrator from time to time.
- (a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Service Providers under the Plan, subject to the terms of the Individual Agreements and the conditions in paragraphs (b) through (d) of this Section 5.15 are satisfied.
 - (b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Section 457(b) contracts or custodial accounts immediately before the exchange).
 - (c) The Individual Agreement with the receiving Service Provider has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

- (d) The Employer or its agent/administrator enters into an agreement with the receiving Service Provider for the other contract or custodial account under which the Employer and the Service Provider will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy Section 457(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Service Provider when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Article 5); and (ii) the Service Provider providing information to the Employer or other Service Providers concerning the Participant's or Beneficiary's Section 457(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Service Provider to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the unforeseeable emergency withdrawal rules of Section 5.2);

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Service Provider to determine whether an additional plan loan satisfies the loan limitations of Section 4.1, so that any such additional loan is not a deemed distribution under Section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Service Provider to determine the extent to which a distribution is includible in gross income; and

(3) Such other information as the Employer or its agent/administrator may require.

- (e) If any Service Provider ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Section 5.15(d) to the extent the Employer's contract with the Service Provider does not provide for the exchange of information described in Section 5.15(d)(1) and (2).

5.16 TRANSFERS TO OTHER 457 PLANS. Prior to a Participant's severance from service, transfers may be made from the Plan to another 457(b) plan sponsored by a Governmental Employer only if all of the assets of the Plan are being transferred to another 457(b) plan sponsored by the Employer, or if the Plan's assets are being transferred to another governmental plan within the same state. On or after a severance from service, a Participant may transfer his Account to the 457(b) plan of another Governmental Employer for whom the individual is currently performing services. Notwithstanding the preceding, transfers may only occur to the extent permitted by the Investment Products in which a Participant's Accounts are invested and subject to any terms thereof and provided such other plan provides or is able to provide for the acceptance of such transferred amounts. The Participant's election to transfer must be made prior to the date benefits would otherwise become payable pursuant to the terms of this Plan.

5.17 DISTRIBUTION TO ALTERNATE PAYEE. Notwithstanding any other provision herein, the Administrator may, with the Participant's consent, authorize an immediate distribution to any alternate payee named under a domestic relations order which has been issued by a court of competent jurisdiction and determined by the Administrator to be a qualified domestic relations order under Section 414(p) of the Code.

5.18 NO NAMED BENEFICIARY. If no valid Beneficiary designation is on file on the date of the

Participant's death, or if such designation is not valid or effective for any reason, then a deceased Participant shall be deemed to have designated his legal spouse. If the Participant has no spouse, then his Beneficiary shall first be deemed to be the Participant's children who survive the Participant, in equal shares, then if the Participant has no surviving children, the Participant's estate.

- 5.19 NONSPOUSAL BENEFICIARY. Effective July 1, 2007, a non-spouse beneficiary receiving a distribution from the Plan which would be an Eligible Rollover Distribution (as defined in Section 5.13) if the recipient were a Distributee, may rollover an Eligible Rollover Distribution to an individual retirement account, provided such account is treated as an inherited IRA with respect to such nonspouse beneficiary.
- 5.20 BENEFICIARY WRERA RIGHTS. For the calendar year 2009 only, a Beneficiary who would have been required to receive a mandatory distribution under section 401(a)(9) of the Code but for the enactment of WRERA will not receive a 2009 mandatory distribution unless the Beneficiary elects to receive such amount.

ARTICLE VI. ADMINISTRATION

- 6.1 AUTHORITY OF EMPLOYER. Employer has full authority to interpret and construe the Plan in a manner consistent with its terms and with Section 457 of the Code and to establish practices and procedures conforming to those provisions. In all such cases, the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of the Plan, and Employer shall have the right to resolve all such questions.
- 6.2 APPOINTMENT OF ADMINISTRATOR. Employer shall act as Administrator of the Plan, however, Employer is authorized to appoint an alternate Administrator or an Agent and to change an alternate Administrator or Agent as he deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. Employer may appoint a committee ("Committee") of one or more Employees or local public officials to serve as the Administrator and to discharge the Administrator's responsibilities under the Plan. The Employer may remove a Committee member for any reason by giving such member ten (10) days written notice and may thereafter fill any vacancy thus created.
- 6.3 DELEGATION OF RESPONSIBILITIES. The Administrator may delegate responsibilities to other qualified parties, provided that the Administrator shall remain responsible for the quality of the performance of each such delegated duty.
- 6.4 ADVISORS. The Administrator may appoint and employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants, and other persons as the Administrator deems necessary or desirable in connection with the administration of this Plan.
- 6.5 POWERS AND DUTIES OF ADMINISTRATOR/AGENT. The primary responsibility of the Administrator and/or Agent is to administer the Plan for the benefit of the Participants and their Beneficiaries, in accordance with applicable laws and subject to the specific terms of the Plan. The Administrator and/or Agent shall have the power and absolute discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator and/or Agent shall be conclusive and binding upon all persons. The Administrator and/or Agent may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction

shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Section 457(b) of the Code. The Administrator and/or Agent shall have all powers necessary or appropriate to accomplish his duties under this Plan. The Administrator and/or Agent shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

- (a) the discretion to determine all questions relating to the eligibility of Employees and Independent Contractors to participate or remain a Participant hereunder and to receive benefits under the Plan;
- (b) to determine the amounts to be contributed to each Participant's Account;
- (c) to authorize and direct the providers of Investment Products with respect to all disbursements to which a Participant is entitled under the Plan;
- (d) to maintain all necessary records for the administration of the Plan;
- (e) to maintain practices and procedures necessary to administer the Plan as are consistent with the terms hereof; and
- (f) to assist any Participant regarding his rights, benefits, or elections available under the Plan.

6.6 DOMESTIC RELATIONS ORDERS.

- (a) The Employer may adopt written Procedures for Finding whether an order directed to the Plan is a Qualified Domestic Relations Order or QDRO.
- (b) The Employer will Find whether a final court order directed to the Plan is a QDRO. The Employer may delay the commencement of its consideration of any order until the later of the date that is 30 days after the date of the order or the date that the Employer is satisfied that all rehearing and appeal rights on the order have expired
- (c) If an order is a QDRO, the Employer may instruct the Trustee to pay the Distribution provided under (and to prevent any payment or act that is inconsistent with) the QDRO.
- (d) If a QDRO does not provide for immediate payment to the Alternate Payee of all of his or her rights, there will be a subaccount, segregated from the Participant's Account, to account for the Alternate Payee's benefit. Except as provided by 6.6(f), a Distribution from an Alternate Payee's Account need not relate to the Participant's Account.
- (e) If a segregated Account is established under 6.6(d), the Alternate Payee will direct investment of his or her segregated Account.
- (f) To determine whether and in what amount a minimum distribution is required, the following provisions apply. An Alternate Payee who was the Participant's Spouse is, consistent with 26 C.F.R. § 1.401(a)(9)-8/Q&A-6(a), treated as a Spouse (including a surviving Spouse) of the Participant, even if the QDRO does not so provide. If a segregated Account is established under 6.6(d), the Alternate Payee's segregated Account is, consistent with 26 C.F.R. § 1.401(a)(9)-8/Q&A-6(b)(1), treated as a separate account. A distribution from an Alternate Payee's Account must begin no later than the Participant's Required Beginning Date, and must meet 26 C.F.R. § 1.401(a)(9)-8/Q&A-6(b)(1) or (2).

6.7 INFORMATION FROM EMPLOYER. To enable the Administrator to perform his functions, Employer shall supply the necessary information to the Administrator on a timely basis regarding the Participants in the Plan, including but not limited to compensation, date of hire, date of death, or termination of employment, and such other pertinent facts as the Administrator may require. The Administrator may rely upon such information as is supplied by Employer and shall have no duty or responsibility to verify such information.

6.8 PAYMENT OF EXPENSES. Expenses of the Plan may be paid by Employer, Participants, and/or providers of Investment Products, as determined from time to time by Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to,

fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Notwithstanding the preceding, any expenses or fees related to and charged under Investment Products shall be paid by each Participant in accordance with the terms of the Investment Products in which each Participant's Account is invested.

ARTICLE VII. MISCELLANEOUS

- 7.1 **EXCLUSIVE BENEFIT RULE.** All amounts held under the Plan, all property and rights which may be purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust (or custodial account or annuity contract described in Section 401(f) of the Code) for the exclusive benefit of Participants and their Beneficiaries. All such amounts shall not be subject to the claims of the Employer's creditors.
- 7.2 **PARTICIPANT RIGHTS.** This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant, Employee, or Independent Contractor. Nothing contained in this Plan shall be deemed to give any Participant, Employee, or Independent Contractor the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant, Employee or Independent Contractor at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.
- 7.3 **ALIENATION.** Subject to applicable state law and Section 401(g) of the Code, no benefit which shall be payable to any Participant or Beneficiary shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.
- 7.4 **STATE LAW.** This Plan shall be construed and enforced according to the state and local laws of the state in which the Employer's principal office is located.
- 7.5 **RECEIPT AND RELEASE FOR PAYMENTS.** Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the provider of an Investment Product, Administrator and Employer.
- 7.6 **QUALIFIED MILITARY SERVICE BENEFITS.** Notwithstanding any provision of the Plan, any Participant whose employment is interrupted by qualified uniformed service in the US military under section 414(u) of the Code shall be entitled to all rights, benefits and protections afforded to such individuals thereunder, and such provisions are incorporated into this Plan. Likewise, a reemployed Person is entitled to the rights required under USERRA or IRC § 414(u). Uniformed services by any individual shall be determined as described in section 3401(h)(2)(A) of the Code. To the extent required by IRC § 457(b) and consistent with IRC § 401(a)(37), if a Participant dies after 2006 while performing Qualified Military Service, an additional benefit (if any), other than benefit accruals relating to the period of Qualified Military Service, is provided as if the Participant had resumed employment and then ended employment on account of death. Consistent with all provisions of USERRA, a Benefit or right under the Plan arising out of or related to reemployment after Service in the Uniformed Services does not apply unless and until: the Person is eligible for reemployment under 38 U.S.C. § 4304 [honorable discharge], the Person applied for reemployment in compliance with 38 U.S.C. § 4312, and the Participant or Employee furnishes to the Employer

satisfactory Evidence concerning the Service in the Uniformed Services.

- 7.7 PRE-1979 ACCOUNTS. Any amounts held by the Employer that can be identified as resulting from deferrals made by a Participant before January 1, 1979 shall be held under this Plan until the latest of (a) the Effective Date; (b) the date on which the Participant elects to have this Plan apply to such amount; or (c) the date on which such Participant exercises any right or power available under this Plan but not under the Plan agreement pursuant to which such deferral was made. All such persons who were Participants in any prior plan, who exercise any such right or privilege and who have not yet received a distribution of the amounts to which they are entitled under such prior plan shall be deemed to be Participants under this Plan for all purposes.
- 7.8 LOANS. If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Investment Product agreements controlling the Account assets from which the loan is made and by which the loan will be secured. An Employee who has previously defaulted on a loan from any retirement plan or deferred compensation arrangement sponsored by the Employer and who has not repaid the loan, in full, shall not be permitted to take a loan from his Account under the Plan. The following limit shall apply to any loan made under the Plan unless the terms of the applicable Investment Product(s) are more restrictive:
- (a) Maximum loan amount. No loan to a Participant under the Plan may exceed the lesser of (1) or (2) below:
- (1) \$50,000, reduced by the greater of:
- (A) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or
- (B) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period).
- (2) the greater of one half of the value of the Participant's vested Account (as of the date immediately preceding the date on which such loan is approved by the Administrator) or \$10,000. For purposes of this Section 7.8, any loan from any other plan maintained by the Employer and any related organization shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this Section shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this section.
- (b) Loan Repayments for Employees in Military Service. Notwithstanding any other provision of the Plan or any Investment Product agreement, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.
- 7.9 LOAN TERMS. In addition to the Funding Vehicle's and the Plan's provisions, a Loan's terms are provided by its written Loan agreement, in the form that the Employer requires.
- 7.10 REPAYMENT PERIOD. A Loan is not made unless the loan, by its terms, must be repaid within five years; unless the Loan is used to acquire the Participant's principal residence, in which case the Loan must be repaid within 20 years.

- 7.11 LEVEL AMORITIZATION. A Loan is not made unless the Loan provides substantially level repayments no less frequently than quarterly over the term of the Loan.
- 7.12 INCORPORATION OF INVESTMENT PRODUCT AGREEMENTS. The Plan, together with the Adoption Agreement and any Investment Product agreements governing Participant Accounts, are intended to satisfy the requirements of section 457(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 457(b) of the Code. In such event, the agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements.
- 7.13 MULTIPLE PLANS. If the Employer maintains any deferred compensation plan other than this Plan, the Employer must apply all provisions that involve coordination between or among two or more plans. Without limiting the broad effect of the preceding sentence, the Employer must monitor and apply the deferral limits required by IRC § 457(b)(2)-(3) and 26 C.F.R. §§ 1.457-4 and 1.457-5.
- 7.14 POWER OF ATTORNEY. A power of attorney cannot be effective to permit the agent to submit any Claim, instruction, direction, or consent under the Plan or otherwise act regarding the Plan unless the Employer in its discretion Finds that the power of attorney is acceptable.

Without limiting the comprehensive effect of the preceding sentence, the Employer will not accept a power of attorney until it Finds that the power of attorney

- appears on its face to have been made in a form and manner that is valid under relevant State Law or other Applicable Law (including 10 U.S.C. § 1044b),
- indemnifies the Employer and every Person that may rely on the power of attorney against any liability that may arise out of the Employer's acceptance of the power of attorney,
- expressly refers to the Plan and states provisions with sufficient clarity so that there is no confusion or ambiguity concerning whether an express power to act regarding the Plan was intended,
- unambiguously provides one or more powers to act regarding the Plan, and
- meets each other rule reasonably required by the Employer.

That a power of attorney has general or broad effect under State Law does not mean that such a power of attorney meets any of the preceding requirements.

In addition to the above, a power of attorney cannot be effective to exercise any duty, right, or privilege of investment direction under the Plan unless the Employer Finds that the document expressly:

- grants power to act regarding investment direction under the Plan, and
- refers to the Plan with sufficient clarity so that there is no confusion or ambiguity concerning whether an express power to act regarding investment direction under the Plan was intended.

An investment-advisory agreement that conforms to the investment-advisory contract requirements of 15 U.S.C. § 80b-4 and 15 U.S.C. § 80b-5 meets the preceding requirement

- 7.15 RECORDS. The Employer must keep Records to the extent required of it by IRC § 6001 and State Law.

In addition to any other power or discretion provided by the Plan or Applicable Law, for any Record or document or writing of any kind that the Employer is required or permitted to keep, the Employer may maintain such Records, documents, and writings by any reasonable means, including electronic document imaging, electronic data interchange technology, microcomputer systems, database management systems, or any other computer-based means.

Consistent with 15 U.S.C. § 7001-7031, the Employer may keep a Record by retaining an Electronic Record of the information in the Record. The Employer will exercise due care to see that such a Record accurately reflects the information set forth in the Record after it was first generated in its final form as an Electronic Record and remains accessible for the record-retention period provided above.

- 7.16 CONSTRUCTION. It is intended that this Plan qualify under section 457(b) of the Code. In accordance with such intent, this Plan shall be construed and administered in a manner consistent with the purpose and all applicable laws and regulations.
- 7.17 STATE LAW. The Plan shall be construed, administered and governed in all respects in accordance with the laws of the State of the Employer's principal address as indicated on the Adoption Agreement to the extent such laws are not superseded by federal law. If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision hereof shall continue to be fully effective.

ARTICLE VIII. AMENDMENT AND TERMINATION

- 8.1 AMENDMENT. The Employer has the right at any time to amend this Plan, provided that no amendment to the Plan shall be effective if it authorizes or permits any part of the Investment Product (other than such part as is required to pay taxes, investment charges and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Investment Product to revert to or become property of the Employer. Any such amendment shall become effective as provided therein upon its execution, except that any amendment which conforms the Plan to the requirements of any applicable law or regulation shall be effective as of the date required for continued qualification under Section 457(b) of the Code.
- 8.2 TERMINATION. The Employer has the right at any time to terminate the Plan by notifying all Active Participants and providers of Investment Products hereunder with written notice of such termination. Upon the complete and total termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner which is consistent with and satisfies the provisions of Article V.

ARTICLE IX. ROTH CONTRIBUTIONS

- 9.1 GENERAL APPLICATION. This Article IX shall apply only if Employer has elected to permit Roth 457(b) Contributions under the Plan as indicated on the Adoption Agreement.

- 9.2 **ROTH 457(b) CONTRIBUTIONS.** Participants may make Roth 457(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as deferrals of Includible Compensation and are therefore subject to the requirements and limitations imposed by Section 457(b)(2) of the Code. A Participant's Roth 457(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 9.3.
- 9.3 **SEPARATE ACCOUNTING REQUIREMENTS.** Contributions and withdrawals of Roth 457(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Participant's Roth 457(b) Contributions. Except as provided in Section 9.6, no contributions other than Roth 457(b) Contributions and properly attributable earnings may be credited to each Participant's Roth subaccount.
- 9.4 **DEPOSIT REQUIREMENTS.** Roth 457(b) Contributions shall be deposited with the Investment Products selected by Participant as soon as practicable in accordance with Article IV of the Plan, unless an earlier date is required under state law.
- 9.5 **DIRECT ROTH ROLLOVERS FROM THE PLAN.** Notwithstanding Section 5.13 of the Plan, Participants may only make a direct rollover of a distribution of Roth 457(b) Contributions (and earnings thereon) to another governmental 457(b) plan with Roth 457(b) Contribution features, to a Roth 401(k) plan with Roth contribution features, to a Roth 403(b) plan with Roth contribution features or to a Roth IRA described in Section 408A of the Code, and only to the extent the Rollover is permitted under the rules of section 402(c) of the Code.
- 9.6 **ROTH ROLLOVERS INTO THE PLAN.** In conformity with Section 3.5 of the Plan, and unless otherwise indicated on the Adoption Agreement, the Plan shall only accept direct rollovers of Roth 457(b) Contributions from another governmental 457(b) plan with Roth contribution features, provided that the Investment Products utilized by the Participant will accept Roth 457(b) rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.
- 9.7 **IN-PLAN ROLLOVER FROM NON-ROTH ACCOUNT TO ROTH ACCOUNT.** If the Adoption Agreement so specifies, a Participant, Beneficiary, or Alternate Payee may, consistent with IRC § 402A(c)(4), direct an in-Plan qualified rollover contribution into a Roth Account of an amount under a Non-Roth Account that, for a transfer before January 1, 2013, the Participant, Beneficiary, or Alternate Payee otherwise was entitled to receive as an Eligible Rollover Distribution, or for a transfer after December 31, 2012 is consistent with IRC § 402A(c)(4)(E).
- 9.8 **CORRECTION OF EXCESS CONTRIBUTIONS.** Contributions made in excess of the applicable annual limitations shall be corrected by first distributing the amount of Roth 457(b) contributions (plus earnings thereon) made during the Plan Year needed to correct the excess and then by distributing a Participant's pre-tax contributions (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an Excess Deferral in any Plan Year, he may designate the extent to which the excess amount is composed of pre-tax contributions and excess Roth 457(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then excess pre-tax contributions shall be distributed first, followed by excess Roth 457(b) Contributions.

- 9.9 DEFINITION OF ROTH 457(b) CONTRIBUTIONS. A Roth 457(b) Contribution is an Employee contribution that is designated irrevocably by the Employee on his enrollment form to be a Roth 457(b) Contribution and is treated by the Employer as includible in the Employee's income.
- 9.10 ROTH CAVEAT. Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 457(b) Contributions based on applicable IRS guidance related to Roth 457(b) Contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

457(b) Adoption Agreement

City of Dania Beach, FL

**Adoption Agreement For
City of Dania Beach, FL
457(b) Deferred Compensation Plan
For Governmental Employers**

The undersigned Employer hereby establishes this 457(b) Deferred Compensation Plan for Governmental Employers, as modified by this Adoption Agreement and agrees that the following provisions shall be included as part of the Plan document.

PLAN IDENTIFICATION:

Name of Plan: The City of Dania Beach 457(b) Deferred Compensation Plan

Effective Date: This Adoption Agreement of the 457(b) Deferred Compensation Plan for Governmental Employers:

- ☐ Establishes a new Plan effective as of _____ (the "Effective Date").
- ☒ Constitutes an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer. Unless otherwise specified in the Plan, the effective date of this amended and restated Plan is October 1, 2022 (hereinafter called the "Effective Date")

Administrator: *The Employer shall be the Administrator of the Plan unless another party is named below:*

Alternate Administrator: U.S. OMNI & TSACG Compliance Services

Applicable Law: **This Plan shall be interpreted under the laws of the state in which Employer's principal office is located unless another state is designated:**

State of Applicable Law: Florida

EMPLOYER INFORMATION

IMPORTANT NOTE: If Employer is NOT a governmental organization, this Adoption Agreement may not be used.

Name of Employer: City of Dania Beach

Address of Employer's Principal Office:

100 W Dania Beach Blvd.
Dania Beach, FL 33004

Telephone Number: (954) 924-6819

Name of Contact Person: Linda Gonzalez

Contact Person's Telephone Number/Extension: (954) 924-6819

Email for Contact Person: lgonzalez@daniabeachfl.gov

PLAN INFORMATION

Eligibility

1. Eligible Individuals for Purposes of Participant Deferral Contributions:

- ☐ All Employees
- ☒ All Employees other than the following group or groups of Employees elected below:

- ☐ Nonresident aliens with no U.S. source of income,
- ☐ Employees who normally work less than 20 hours per week,
- ☒ Students performing services for the Employer whose Compensation is not subject to wages under the Federal Insurance Contributions Act ("FICA"),
- ☐ Collectively bargained employees

☐ Only the following Employees (by Classification or Title): _____

2. For purposes of eligibility to participate in the Plan, Independent Contractors:

- ☒ Are NOT eligible to participate in the Plan
- ☐ Are eligible to participate in the Plan

CONTRIBUTIONS AND ALLOCATIONS

Employee Contributions

3. Roth Contributions Choose one option below:

- ☒ Roth 457(b) contributions to the Plan are permitted on or after a specific date determined solely by the Plan Sponsor and upon written communication to the plan administrator and each provider of Roth investment products.
- ☐ Roth Contributions are NOT permitted under the Plan.
- ☐ In-plan Rollover from a Non-Roth Account to a Roth Account. [This is permitted only if the plan allows for Roth Employee Contributions]

4. The Final Three Year Catch Up limit ☒ will ☐ will not be available to Participants under the Plan. If this option is selected, then the Normal Retirement Age for purposes of the catch up will be:

- ☒ Any age specified by the participant in the participation agreement provided such declared age is not before the earliest date at which a participant is entitled to an unreduced normal retirement benefit under the Employer's defined benefit pension nor later than age 70 ½.
- ☐ Age 65
- ☐ Age 70 1/2
- ☐ Other: _____ NOTE: Age specified for this option may not be less than age 65 or more than age 70 ½.

If the Employer employs qualified police or firefighters as defined under section 415(b)(2)(H)(ii)(I), the "Normal Retirement Age" for such qualified police or firefighter must be one of the following (please check one):

- ☐ The Employee's age of 40; OR
- ☐ The Employee's age of _____, which is between the age of 40 and 70 ½ ; OR
- ☐ An age specified by the qualified police officer or firefighter that is between the age of 40 and 70 ½

Employer Contributions (check box 5 or 6)

- 5. ☐ Employer Contributions will NOT be made to the Plan, or
- 6. ☒ Employer contributions, as indicated below are permitted under the Plan, provided that the sum of Employer and Participant Contributions shall not exceed the limits of Section 457(b)(2) of the Code.

- ☐ *Matching Contributions* equal to _____ % of each Active Participant's deferral subject to a maximum of \$_____ or _____ %.

- ☒ *Matching Contributions* as described hereafter: Up to 3% of each participant's salary
reduction contributions _____
- ☒ *Discretionary Contributions* if authorized and determined solely by the Employer.
☒ *Contributions* as required by separate contract or collective bargaining agreement.
☐ *Other:* (please describe) _____

IMPORTANT NOTE: ALL contributions to the Plan are always 100% vested to avoid problems with applicable annual contribution limits.

Investments

7. ☒ Employer hereby authorizes investment of Plan Accounts in annuity contracts and/or custodial accounts offered by the organizations listed on Appendix 1.

DISTRIBUTIONS

In Service Distribution

8. In-Service Distribution Age:

☒ 59 ½ or older ☐ 70 ½ or older

9. An authorized adoption or birth ☒ may ☐ may not be permitted under the Plan.

Defaults

10. If a Participant fails to select an authorized Investment Product under Section 4.1 of the Plan:

Default Option: ☐ Employer shall deposit contributions made on his behalf into the following Investment Product: _____

No Default ☒ the Participation Agreement shall be deemed to be incomplete and shall be considered null and void.

Beneficiary Rights

11. A beneficiary of a deceased Participant's account ☒ may ☐ may not designate his own beneficiary.

Unforeseeable Emergency Withdrawals

12. Unforeseeable Emergency Withdrawals ☒ will ☐ will not be permitted under the Plan.

Loans

13. Loans ☒ are permitted from the Plan, or ☐ are NOT permitted under the Plan.

CERTIFICATION AND SIGNATURE

Employer represents and warrants that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Section 457(e)(1)(A) of the Code. Employer further acknowledges receipt of a copy of the 457(b) Plan for Governmental Employers Plan document, and by affixing its signature hereto, adopts that Plan of which this Adoption Agreement is a part thereof.

EMPLOYER: City of Dania Beach

Authorized Representative: _____

By: _____

Date: _____

APPENDIX 1

Authorized Vendors under the Plan Are:

VOYA Financial*

*Available for Roth 457(b)

Important Note:

As provided under the Plan, any authorized Vendor named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 457(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.

This Appendix is dated: October 1, 2022

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR RENEWAL OF THE CITY'S FULLY INSURED MEDICAL PLAN BROKERED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH, WITH THE FLORIDA MUNICIPAL INSURANCE TRUST, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; 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

Memo 2022-06-21 - Dania Beach - Commission Memo - FY22-23 Renewal RFP Approval, R-2022- Health Plan Insurance Package FY 22-23 Plan Year Renewal with Florida Municipal Trust, R-2022- Health Plan Insurance Package FY 22-23 Plan Year Renewal with Florida Municipal Trust Attachment



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: July 1, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Linda Gonzalez, Chief Human Resources Officer

Re: Health Insurance Renewals and RFP

The Request

The City Administration is very pleased to provide an insurance renewal for every carrier, that includes no increase or change of benefits. All benefits currently enjoyed by City staff will remain with no cost increases. The City did go out for RFP for the selection of a self-insured Short-Term Disability Plan, Flexible Spending Account and Health Savings Account, and for the addition of two supplemental benefits for the 2022/2023 plan year. However, as explained in the memo, the best choice was to remain with the current providers. Additionally, and included in this renewal, the City negotiated with our current medical provider to allow the twenty-seven (27) Broward Sheriff Office (BSO) Firefighters who have not yet retired and/or are in DROP and the five (5) retired Firefighters on their second tour with BSO, to add their dependents after a second tour with BSO, as they requested, and this new benefit was included in the flat renewal with no change of benefits and no cost increase

Background

RFP for Self-insured Short-Term Disability Plan, Flexible Spending Account and Health Savings Account

The City's employee benefits broker, Gehring Group, conducted a Request for Proposals for the above-named coverages for which a selection and recommendation are being made. To start, the self-insured Short-Term Disability plan had five (5) responses, of which only two (2) could closely match the current benefit and plan administration. However, the cost for both viable

alternatives were in excess of the current fee. Therefore, the Maxon Companies as the incumbent is being recommended for renewal of self-insured Short-Term Disability plan administration with no change to pricing.

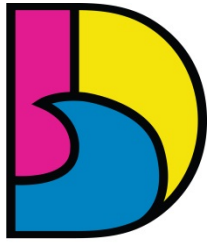
Flexible Spending and Health Savings Account proposals were submitted by seven (7) vendors. After review and evaluation, no one proposal stood out as a clear front runner, mostly due to varied servicing nuances, but also because of minimal pricing differences. The additional burden for members' balances to be transferred, claims processing, and reconciliation of accounts warrants the recommendation to retain administration with the incumbent vendor, Ameriflex, with no changes to pricing or administration.

New City provided benefit and optional benefit for employees

At the request of City staff, Gehring Group provided options for Employer-paid Identity Theft monitoring and restoration services. IDX provided a comprehensive and competitively priced solution at just over \$10,582 in annual premium. This benefit will be provided to all non-union benefit-eligible employees at no cost, and to all union covered benefit eligible employees upon the successful completion of negotiations. This exciting new benefit for employees provides peace of mind in a rapidly evolving cyber security landscape. Employees will continue to have the option to purchase coverage for their dependents through the identity theft program provided through Preferred Legal. This benefit provides credit monitoring for employees and further provides for up to 1 million dollars in recovery services, should their credit be stolen.

City staff also requested Gehring Group solicit quotes for Voluntary Pet Insurance as another supplemental offering for employees to elect. This benefit would be funded solely by the employee with no contribution by the City, but provides an excellent savings and opportunity, should the employees choose to participate. This benefit will be provided to all non-union benefit-eligible employees at no cost, and to all union covered benefit eligible employees upon the successful completion of negotiations. The City received responses from four (4) issuing carriers with different types of insurance arrangements, from a traditional insurance plan complete with deductibles and coinsurance to discounted service pricing. After consideration, the ASPCA's program is being recommended for its flexibility of design and reputation in the market.

Medical insurance through FMIT came in at a favorable renewal with no changes to plan design or annual premium. The projected annual cost of medical insurance for the 2022-2023 plan year is a total of \$2.76 million, with the City absorbing 84% of the cost for active employees and 2/3 for retirees, resulting in an annual expenditure of \$2.22 million. It is important to note that as of



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

the June 23, 2022, contract negotiations, the Union has not agreed to any increase in contributions by union covered employees. There was a 1% increase in employee contribution

for the term of last 3-year agreement, (i.e. a 1% contribution change for employees over the last 3 years). The City will continue to offer an opt-out benefit to eligible employees and fund a Health Savings Account for participants of the High Deductible Health Plan in accordance with their tier of enrollment, bringing the total City-paid medical insurance total to \$2.31 million.

Dental, Vision, and Life/AD&D Insurance are all in rate guarantees with the incumbent carriers, therefore the recommendation is to retain these coverages as is. The total cost of all insurance programs for which the City subsidizes in whole or in part is projected to be \$3.12 million for FY 2022-2023 as shown in the attached Executive Summary. The City's share of the cost is projected to be \$2.53 million, with employees/retirees contributing an estimated \$590,000.

Budgetary Impact

The City costs associated with these agreements result in a total increase of \$10,582, solely due to the addition of another City-paid benefit for Identity Theft coverage for benefit-eligible employees. Funding for the proposed insurance is planned and appropriated in the 2022/2023 budget.

Recommendation

It is recommended that the City Commission approve the attached resolution for the proposed health insurance coverage agreement, and proposed changes to the employee benefits package.

RESOLUTION NO. 2022-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT FOR RENEWAL OF THE CITY'S FULLY INSURED MEDICAL PLAN BROKERED BY THE GEHRING GROUP, AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH, WITH THE FLORIDA MUNICIPAL INSURANCE TRUST, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, FOR ACTIVELY WORKING AND NON-MEDICARE ELIGIBLE RETIRED EMPLOYEES; AND AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach obtained the services of the Gehring Group as a Broker of Record to secure coverage for the City's group health, dental, and vision insurance for the 2022-2023 plan year; and

WHEREAS, the City solicited requests for proposals on May 27, 2022, and proposals were received on June 13, 2022; and

WHEREAS, proposals were reviewed by the City's Human Resources and Finance Departments; and

WHEREAS, the City Administration, based on the City's claims experience that the Gehring Group reviewed and analyzed, recommends that the City renew medical plans from the Florida Municipal Insurance Trust ("FMIT"), a dental plan from Cigna, a vision plan from EyeMed, Life/AD&D and Long-Term Disability plans from New York Life, and a Short-Term Disability plan administered by the Maxon Companies for the 2022-2023 plan year; and

WHEREAS, in consultation with Gehring Group, City Administration also recommends renewing spending account administration with Ameriflex, and the addition of two (2) supplemental plan offerings, including a City-paid Identity Theft solution and a Voluntary Pet Insurance plan; and

WHEREAS, based on the City's Collective Bargaining Agreement ("CBA"), effective October 1, 2020, the cost sharing for medical insurance premiums will remain sixteen percent (16%) for employees and eighty four percent (84%) for the City until modified by a subsequent CBA; and

WHEREAS, this renewal further allows the twenty-seven (27) Broward Sheriff Office (BSO) Firefighters who have not yet retired and/or are in DROP and the five (5) retired Firefighters on their second tour with BSO, to add their dependents after a second tour with BSO, as requested by the Union, within the flat renewal, (i.e., no increase in premiums to City employees or other retirees); and

WHEREAS, based on current employee and non-Medicare eligible retiree census data, the City's annual medical plan premium cost will be remain flat at Two Million Two Hundred Fifteen Thousand Six Hundred Thirty-Seven Dollars (\$2,215,637.00); based on current employee and all eligible retiree census data, the City's annual dental insurance premiums remain flat at One Hundred Twenty-One Thousand Eight Hundred Twelve Dollars (\$121,812.00); annual vision plan premium will remain flat at Fourteen Thousand Nine Hundred Seven Dollars (\$14,907.00); annual Life/AD&D plan premium will remain flat at Forty-Three Thousand Seven Hundred Twenty-Four Dollars (\$43,724.00); and annual Long-Term Disability plan premium will remain flat at Twenty-Eight Thousand Seventy-Six (\$28,076.00) Dollars; and

WHEREAS, the total amount of insurance coverage with the Florida Municipal Insurance Trust for Fiscal Year 2022-23 will exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requires 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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute appropriate documents to accept the renewal proposal of the Florida League of Cities – Florida Municipal Insurance Trust on behalf of the City to provide fully insured medical coverage to eligible employees and non-Medicare eligible retirees at the following not to exceed monthly rates:

Traditional Plan	Current FY 21/22	Proposed FY 22/23
Employee only	\$785.10	\$785.10
Employee + 1	\$1,548.08	\$1,548.08
Family	\$2,375.58	\$2,375.58

High Deductible Health Plan		
Employee only	\$678.35	\$678.35
Employee + 1	\$1,337.60	\$1,337.60
Family	\$2,052.59	\$2,052.59

Section 3. That the proper City officials are authorized to execute appropriate documents to accept the renewal of Cigna on behalf of the City to provide fully insured dental coverage to eligible employees and retirees at the following not to exceed monthly rates:

Dental Plan	Current FY 21/22	Proposed FY 22/23
Employee only	\$29.46	\$29.46
Employee + 1	\$70.30	\$70.30
Family	\$105.46	\$105.46

Section 4. That the proper City officials are authorized to execute appropriate documents to accept the renewal of EyeMed on behalf of the City to provide fully insured vision coverage to eligible employees and retirees at the following not to exceed monthly rates:

Vision Plan	Current FY 21/22	Proposed FY 22/23
Employee only	\$4.39	\$4.39
Employee + 1	\$8.33	\$8.33
Family	\$12.24	\$12.24

Section 5. That, for those employees who elect the High Deductible Health Plan, the City will provide Seven Hundred Dollars (\$700.00) for employee-only, and One Thousand Four Hundred Dollars (\$1,400.00) for dependent coverage, in a Health Savings Account to be used to offset insurance deductibles.

Section 6. That the City will provide the option of an annual incentive of Four Thousand Dollars (\$4,000.00) to employees who choose to opt out of the City's Medical Insurance and who provide proof of other group insurance coverage.

Section 7. That funding for the cost of the City's health insurance program package is planned and shall be charged to the individual departmental City Health Insurance expenditure accounts (23-10) for active employees and General Fund account 001-18-00-519-45-41 for retirees, respectively.

Section 8. That the City Commission authorizes the City to exceed the annual vendor threshold of Twenty-Five Thousand Dollars (\$25,000.00) for health insurance program components, as necessitated for Fiscal Year 2022-2023.

Section 9. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 10. That this Resolution shall be in force and take effect on October 1, 2022.

PASSED AND ADOPTED on July 12, 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
Executive Summary
2022/2023 Plan Year Rates

		CURRENT 84/16 All Active Tiers			RENEWAL 84/16 All Active Tiers				
MEDICAL 3-TIER*		2021-2022 Plan Year			2022-2023 Plan Year				
PLAN 1		FMIT Choice Plus HDHP Plan 005			FMIT Choice Plus HDHP Plan 005				
BASE PLAN		Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	3	\$678.35	\$569.81	\$108.54	\$678.35	\$569.81	\$108.54	\$284.91	\$54.27
Employee + 1	0	\$1,337.60	\$1,123.58	\$214.02	\$1,337.60	\$1,123.58	\$214.02	\$561.79	\$107.01
Employee + Family	0	\$2,052.59	\$1,724.18	\$328.41	\$2,052.59	\$1,724.18	\$328.41	\$862.09	\$164.21
Retiree Only	0	\$678.35	\$452.23	\$226.12	\$678.35	\$452.23	\$226.12		
Retiree + 1	0	\$1,337.60	\$891.73	\$445.87	\$1,337.60	\$891.73	\$445.87		
Retiree + Family	0	\$2,052.59	\$1,368.39	\$684.20	\$2,052.59	\$1,368.39	\$684.20		
MONTHLY PREMIUM	3	\$2,035.05	\$1,709.44	\$325.61	\$2,035.05	\$1,709.44	\$325.61		
ANNUAL PREMIUM		\$24,420.60	\$20,513.30	\$3,907.30	\$24,420.60	\$20,513.30	\$3,907.30		
PLAN 2		FMIT Choice Plus Traditional Plan 002			FMIT Choice Plus Traditional Plan 002				
BUY-UP PLAN		Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	54	\$785.10	\$659.48	\$125.62	\$785.10	\$659.48	\$125.62	\$329.74	\$62.81
Employee + 1	29	\$1,548.08	\$1,300.39	\$247.69	\$1,548.08	\$1,300.39	\$247.69	\$650.19	\$123.85
Employee + Family	39	\$2,375.58	\$1,995.49	\$380.09	\$2,375.58	\$1,995.49	\$380.09	\$997.74	\$190.05
Retiree Only	29	\$785.10	\$523.40	\$261.70	\$785.10	\$523.40	\$261.70		
Retiree + 1	7	\$1,548.08	\$1,032.05	\$516.03	\$1,548.08	\$1,032.05	\$516.03		
Retiree + Family	7	\$2,375.58	\$1,583.72	\$791.86	\$2,375.58	\$1,583.72	\$791.86		
MONTHLY PREMIUM	165	\$230,170.86	\$184,636.38	\$45,534.48	\$230,170.86	\$184,636.38	\$45,534.48		
ANNUAL PREMIUM		\$2,762,050.32	\$2,215,636.55	\$546,413.77	\$2,762,050.32	\$2,215,636.55	\$546,413.77		
TOTAL MONTHLY PREMIUM	168	\$232,205.91	\$186,345.82	\$45,860.09	\$232,205.91	\$186,345.82	\$45,860.09		
ANNUAL OPT-OUT INCENTIVE EXP	18	\$72,000.00	\$72,000.00	\$0.00	\$72,000.00	\$72,000.00	\$0.00		
TOTAL ANNUAL PREMIUM		\$2,858,470.92	\$2,308,149.85	\$550,321.07	\$2,858,470.92	\$2,308,149.85	\$550,321.07		
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00		
% INCREASE		N/A	N/A	N/A	0.0%	0.0%	0.0%		
HSA ADMINISTRATION		Total	Employer	Employee	Total	Employer	Employee		
Single HSA (\$700)	3	\$2,100.00	\$2,100.00	\$0.00	\$2,100.00	\$2,100.00	\$0.00		
Family HSA (\$1,400)	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ANNUAL PREMIUM		\$2,100.00	\$2,100.00	\$0.00	\$2,100.00	\$2,100.00	\$0.00		
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00		
% INCREASE		N/A	N/A	N/A	0.0%	0.0%	0.0%		
DENTAL 3-TIER*		Cigna			Cigna				
		Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	55	\$29.46	\$24.75	\$4.71	\$29.46	\$24.75	\$4.71	\$12.38	\$2.36
Employee + 1	28	\$70.30	\$59.05	\$11.25	\$70.30	\$59.05	\$11.25	\$29.53	\$5.63
Employee + Family	44	\$105.46	\$88.59	\$16.87	\$105.46	\$88.59	\$16.87	\$44.29	\$8.44
Retiree Only	42	\$29.46	\$19.64	\$9.82	\$29.46	\$19.64	\$9.82		
Retiree + 1	38	\$70.30	\$46.87	\$23.43	\$70.30	\$46.87	\$23.43		
Retiree + Family	9	\$105.46	\$70.31	\$35.15	\$105.46	\$70.31	\$35.15		
MONTHLY PREMIUM	216	\$13,086.80	\$10,151.02	\$2,935.78	\$13,086.80	\$10,151.02	\$2,935.78		
ANNUAL PREMIUM		\$157,041.60	\$121,812.30	\$35,229.30	\$157,041.60	\$121,812.30	\$35,229.30		
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00		
% INCREASE		N/A	N/A	N/A	0.0%	0.0%	0.0%		
VISION 3-TIER*		NVA			EyeMed				
		Total	Employer	Employee	Total	Employer	Employee	24 Pay ER	24 Pay EE
Employee Only	51	\$4.39	\$3.69	\$0.70	\$4.39	\$3.69	\$0.70	\$1.84	\$0.35
Employee + 1	29	\$8.33	\$7.00	\$1.33	\$8.33	\$7.00	\$1.33	\$3.50	\$0.67
Employee + Family	44	\$12.24	\$10.28	\$1.96	\$12.24	\$10.28	\$1.96	\$5.14	\$0.98
Retiree Only	42	\$4.39	\$2.93	\$1.46	\$4.39	\$2.93	\$1.46		
Retiree + 1	35	\$8.33	\$5.55	\$2.78	\$8.33	\$5.55	\$2.78		
Retiree + Family	10	\$12.24	\$8.16	\$4.08	\$12.24	\$8.16	\$4.08		
MONTHLY PREMIUM	211	\$1,602.35	\$1,242.26	\$360.09	\$1,602.35	\$1,242.26	\$360.09		
ANNUAL PREMIUM		\$19,228.20	\$14,907.16	\$4,321.04	\$19,228.20	\$14,907.16	\$4,321.04		
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00		
% INCREASE		N/A	N/A	N/A	0.0%	0.0%	0.0%		
BASIC LIFE		New York Life			New York Life				
		Total	Employer	Employee	Total	Employer	Employee		
Basic Life Rate/\$1,000		\$0.180	\$0.180	\$0.000	\$0.180	\$0.180	\$0.000		
Basic AD&D Rate/\$1,000		\$0.020	\$0.020	\$0.000	\$0.020	\$0.020	\$0.000		
Total Rate/\$1,000		\$0.200	\$0.200	\$0.000	\$0.200	\$0.200	\$0.000		
Life and AD&D Volume		\$18,218,500	\$18,218,500	\$18,218,500	\$18,218,500	\$18,218,500	\$18,218,500		
MONTHLY PREMIUM		\$3,643.70	\$3,643.70	\$0.00	\$3,643.70	\$3,643.70	\$0.00		
ANNUAL PREMIUM		\$43,724.40	\$43,724.40	\$0.00	\$43,724.40	\$43,724.40	\$0.00		
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00		
LONG-TERM DISABILITY		New York Life			New York Life				
		Total	Employer	Employee	Total	Employer	Employee		
Total Rate/\$100		\$0.320	\$0.320	\$0.000	\$0.320	\$0.320	\$0.000		
Long-Term Disability Volume		\$731,155	\$731,155	\$731,155	\$731,155	\$731,155	\$731,155		
MONTHLY PREMIUM		\$2,339.70	\$2,339.70	\$0.00	\$2,339.70	\$2,339.70	\$0.00		
ANNUAL PREMIUM		\$28,076.35	\$28,076.35	\$0.00	\$28,076.35	\$28,076.35	\$0.00		
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00		
ID THEFT		NOT CURRENTLY OFFERED			IDX				
		Total	Employer	Employee	Total	Employer	Employee		
PEPM	142				\$6.21	\$6.21	\$0.00		
MONTHLY PREMIUM					\$881.82	\$881.82	\$0.00		
ANNUAL PREMIUM					\$10,581.84	\$10,581.84	\$0.00		
\$ INCREASE		N/A	N/A	N/A	\$10,581.84	\$10,581.84	\$0.00		
TOTAL PROGRAM SUMMARY		Current			Renewal				
		Total	Employer	Employee	Total	Employer	Employee		
TOTAL MONTHLY PREMIUM		\$259,053.46	\$209,897.51	\$49,155.95	\$259,935.28	\$210,779.33	\$49,155.95		
TOTAL ANNUAL PREMIUM		\$3,108,641.47	\$2,518,770.06	\$589,871.41	\$3,119,223.31	\$2,529,351.90	\$589,871.41		
\$ INCREASE		N/A	N/A	N/A	\$10,581.84	\$10,581.84	\$0.00		
% INCREASE		N/A	N/A	N/A	0.3%	0.4%	0.0%		

*Enrollment is for illustrative purposes only. Total premium will change based on final enrollment.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR A SIDEWALK REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

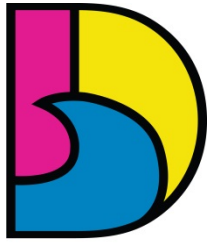
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AUTHBID-SIDEWALK-REPAIR-062822 (002) (005) (002) (003) (004) (002), R-2022- Sidewalk Replacement Project Authorization to Bid



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: July 12, 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 Public Services Director/City Engineer

**RE: AUTHORIZATION TO BID THE SIDEWALK REPLACEMENT PROJECT
CATEGORIZED AS TIER 1**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the bidding process for the Sidewalk Replacement Project (Project), categorized as Tier 1.

Background

There are more than 107 linear miles of sidewalks throughout the City. Maintenance of the sidewalks by the property owners' has historically been inconsistent, which has led to degraded sidewalk conditions, including uneven surfaces.

In 2021, the City identified the need for a citywide sidewalk master plan. PSD contracted with Kimley-Horn and Associates, Inc (KHA) to assess the citywide sidewalks. KHA submitted an assessment of the City's sidewalks in April 2022 that categorized the sidewalks into Tier 1 and Tier 2. Tier 1 sidewalks have vertical faults from ½ inch to greater than 3 inches and horizontal faults. Tier 2 sidewalks show signs of cracking, spalling, obstructions, visual cross slopes issues, and water ponding.

The condition of the Tier 1 sidewalks could create tripping hazards; therefore, it is necessary to repair the sidewalks categorized as Tier 1 as soon as possible.

Budgetary Impact

That the City Commission authorizes PSD to proceed with the competitive bidding of the construction of Tier 1 of the Citywide Sidewalk Replacement Project with funding made available through the re-appropriation of the Traffic Calming – Roundabout Project funds in the amount of Four Hundred Thousand Dollars (\$400,000) in the FY2021-22 budget and appropriation of American Rescue Plan Act (ARPA) funds in the amount of Four Hundred Thousand Dollars (\$400,000).

 **RESOLUTION TO BID THE SIDEWALK REPLACEMENT PROJECT
CATEGORIZED AS TIER 1**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Recommendation

PSD recommends the adoption of the resolution authorizing PSD to proceed with the bidding process for the Sidewalk Repair Tier 1 Project.

RESOLUTION NO. 2022-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR A SIDEWALK REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are more than 107 linear miles of sidewalks throughout the City; and

WHEREAS, maintenance of the sidewalks by the property owners has historically been inconsistent, which has led to degraded sidewalk conditions, including uneven surfaces; and

WHEREAS, in 2021, the City identified the need for a citywide sidewalk master plan to locate, classify and prioritize damaged or missing sidewalks; and

WHEREAS, the Public Services Department contracted with Kimley-Horn and Associates, Inc (“KHA”) to assess the condition of the sidewalks throughout the City; and

WHEREAS, KHA submitted an assessment of the City’s sidewalks in April 2022 that categorized the sidewalks into Tier 1 and Tier 2, with Tier 1 encompassing the higher priority, more hazardous sidewalks that could create tripping hazards;

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 Public Services Department to proceed with the competitive bidding of the construction of Tier 1 of the Citywide Sidewalk Replacement Project with funding made available through the re-appropriation of the Traffic Calming – Roundabout Project funds in the amount of \$400,000.00 in the Fiscal Year 2021-22 budget and appropriation of American Rescue Plan Act (ARPA) funds in the amount of \$400,000.

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 July12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE FORMAL BIDDING AND TO APPROVE THE PURCHASE OF THREE RADAR-SPEED TRAILER SIGNS FROM STRIPING SERVICE AND SUPPLY, LLC UNDER THE COMPETITIVELY BID CONTRACT BY THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQUI 18.0 IN AN AMOUNT NOT TO EXCEED \$30,195.00 AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

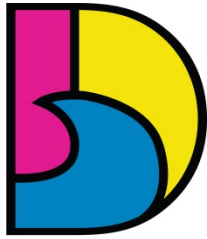
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-SPDLIMIT-TRAILERSIGNS-STRPNG N SUPPLY-EXCEED25k- 071222 (AutoRecovered) (002), R-2022- Striping Service and Supply, LLC Purchase of Radar-Speed Trailer Signs Utilizing FSA Contract, R-2022- Striping Service and Supply, LLC Purchase of Radar-Speed Trailer Signs Utilizing FSA Contract Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: RESOLUTION AUTHORIZING THE PURCHASE OF THREE RADAR-SPEED TRAILER/SIGN UNITS FROM STRIPING SERVICE AND SUPPLY, LLC UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQUI 18.0

Request

The Public Services Department (PSD) is requesting approval of the attached resolution to waive the competitive bid procurement requirement for the purchase of three Radar-Speed Trailers with Large Full-Matrix Display from Striping Service and Supply, LLC. The purchase will be made utilizing the FSA Contract FSA20-EQUI18.0. Additionally, PSD also seeks authorization to exceed the annual single vendor threshold for expenditures over \$25,000.

Background

The Striping and Supply Service, LLC radar-speed trailer features a large, highly visible portable speed sign that will help slow down traffic at locations where it is used throughout the City. These radar speed boards are trailer mounted and will alert drivers of their driving speed and if they are in violation of the posted speed limit on that roadway. The boards are of particularly useful when situated on streets within school zones and near parks, as these enhance the safety of children, pedestrians, and drivers.

Budgetary Impact

Funding in the amount of \$30,195.00 will be appropriated from the Street Operating Supplies Miscellaneous Account No. 001-39-06-541-54-20.

Upon approval this agenda item, a budget transfer in the amount of \$30,195 will be appropriated from the Streets Contractual Services General Account No. 001-39-06-541-34-10 into the Streets Operating Supplies Miscellaneous Account No. 001-39-06-541-54-20 to cover the cost of the radar speed trailers.



**RESOLUTION AUTHORIZING THE PURCHASE OF THREE RADAR-SPEED
TRAILER/SIGN UNITS FROM STRIPING SERVICE AND SUPPLY, LLC
UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO.
FSA20-EQUI 18.0**

Recommendation

PSD recommends the approval of the resolution authorizing the purchase of three radar-speed trailer signs from Striping Service and Supply, LLC to enhance vehicular and pedestrian safety citywide. Additionally, the resolution authorizes exceeding the \$25,000 single vendor expenditure threshold.

RESOLUTION NO. 2022-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE FORMAL BIDDING AND TO APPROVE THE PURCHASE OF THREE RADAR-SPEED TRAILER SIGNS FROM STRIPING SERVICE AND SUPPLY, LLC UNDER THE COMPETITIVELY BID CONTRACT BY THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. FSA20-EQUI 18.0 IN AN AMOUNT NOT TO EXCEED \$30,195.00 AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the 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, the Public Services Department is requesting approval to waive formal bidding and allow the procurement of equipment from Striping Service and Supply, LLC utilizing the Florida Sheriff's Association Contract FSA20-EQUI 18.0 and the price quote from Striping Service and supply, LLC in the amount of \$30,195.00, which contract and price quote are attached as composite Exhibit "A" and incorporated into this Resolution by this reference; and

WHEREAS, the Public Services Department has determined that the purchase of radar-speed signs will enhance traffic and pedestrian safety in the City; and

WHEREAS, this expenditure will exceed the annual \$25,000.00 City purchase 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 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 utilize the FSA Contract No. FSA20-EQUI 18.0 to purchase three (3) radar-speed sign trailers in an amount exceeding the annual amount of the \$25,000.00 purchase threshold for a single vendor for Fiscal Year 2021-2022.

Section 3. That funding in the amount of \$30,195.00 for such purchases from Striping Services and Supply, LLC will be appropriated from the Fleet M&E Vehicles Account No. 506-39-03-539-64-20.

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

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

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

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

f (<https://www.facebook.com/floridasheriffsassociation/>) **🐦** (<https://twitter.com/FLSheriffs>)



FLORIDA SHERIFFS
ASSOCIATION

Become a Member (<https://membership.flsheriffs.org/Membership-LP.html>)

(<https://www.flsheriffs.org/>)

About



Sheriffs



Programs



Publications



Renew Membership (<https://membership.flsheriffs.org/Membership-LP.html#Choose>)

Donate Today (<https://membership.flsheriffs.org/donate.html>)

PURCHASING

« [Back to Main Purchasing Page \(https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program\)](https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program)

FSA20-EQU18.0: HEAVY EQUIPMENT

Contract Term: October 1, 2020 – September 30, 2023

The Florida Sheriffs Association in partnership with the Florida Association of Counties offers statewide purchasing contracts on a variety of vehicles, equipment and services that are available to all eligible agencies. While most agencies purchasing from our contracts are within the state of Florida, eligible agencies from other states have used the contracts if their governing purchases ordinance allows.

For details of the products and services available, use the links located below that match the commodity you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for particular commodities. Follow the purchasing instructions and remember to send CPP a copy of your purchase order. Continue to scroll the bottom of the page to find links to all the bid supporting bid documents.

The bid awards and schedules are supported by a dedicated FSA staff with the assistance of our Advisory Board(s). We are available Monday through Friday to answer any questions or assist you in your purchasing transactions. Before you make a purchase, we encourage you to read the terms and conditions associated with each commodity. There are certain requirements for manufacturers, vendors, and the end user that you should be familiar with prior to and after the initial acquisition. These terms and conditions are written based on best practices to simplify the process for the buyer and the seller.

Since its inception in November 1993, approximately 70,580 vehicles and equipment have been purchased through these programs, resulting in tremendous savings and workload efficiencies for participating agencies statewide.

Purchaser Ordering Process Tutorial

0:00 / 5:40



ORDERING INSTRUCTIONS
([HTTPS://WWW.FLSHERIFFS.ORG/UPLOADS/DOCS/ORDERING_INSTRUCTIONS_V0930](https://www.flsheriffs.org/uploads/docs/ordering_instructions_v0930))

VENDOR DIRECTORY
([HTTPS://WWW.FLSHERIFFS.ORG/UPLOADS/DOCS/FSA20-EQU18.0_HEAVY_EQUIPMENT_VENDOR_DIRECTORY_V8_5_13.22.PDF](https://www.flsheriffs.org/uploads/docs/fsa20-equ18.0-heavy-equipment-vendor-directory_v8_5_13.22.pdf))

ZONE MAP
([HTTPS://WWW.FLSHERIFFS.ORG/UPLOADS/DOCS/ZONEMAP7122021.PDF](https://www.flsheriffs.org/uploads/docs/zonemap7122021.pdf))

Need Assistance?

Email us at cpp@flsheriffs.org (<mailto:cpp@flsheriffs.org>) or call 850-877-2165

Products and Services Available

➤ Contract Terms and Conditions

➤ Contract Specifications

➤ Boat: Aquatic Weed Cutter Workboat

➤ Bulldozers

➤ Chipper: Brush Chipper - Trailer Mounted

➤ Compactor: 80,000 LB Landfill Compactor

➤ Compressor: Air Compressor - Trailer Mounted

➤ Dump Truck: Articulating Off Road Dump Truck - 50,000 LB
Payload

➤ Excavator

➤ Generator

➤ Lift: Cushion Tire Lift - 4000 LB Capacity

➤ Lift: Scissor Lift - Self Propelled

➤ Light Tower: Hybrid Light Tower

Light Tower: Light Tower - Trailer Mounted



➤ Loaders

➤ Low Speed Vehicle: Low Speed Vehicle

➤ Material Handler: Rubber Tire Material Handler

➤ Motorgrader: Motorgrader

➤ Motorgrader: Motorgrader - Small

➤ Mowers

➤ Off Road Vehicle: Off Road All Terrain Vehicles-4x4

➤ Power Charging and Reverse Power Stations

➤ Pump: 6 Inch Mobile Pump Package

➤ Refuse and Waste Collection Bodies & Trailer Mounted Equipment

➤ Roadway Advisory Boards

➤ Rollers

➤ Sewer Cleaners

➤ Shredder: Mobile Shredder - Trailer Mounted

➤ Stump Cutter: Self Propelled

➤ Sweepers

➤ Tactical Vehicle: The Rook, Tactical Vehicle

➤ Tool Carriers

➤ Tractor Mower: Agriculture Tractor with Boom Mower - 4x4

➤ Tractor: Agricultural Tractor With Boom Mower 4x4

➤ Tractor: Agriculture Tractor - 4x2

➤ Tractor: Compact Center Articulating Tractor - AWD

➤ Tractor: Small Agriculture Tractor - 4x4

➤ Trailers

➤ Transfer Switch: 600 Amp Automatic Transfer Switch

➤ Trencher: Walk Behind Trencher

➤ Utility Vehicle: Electric Utility Vehicle

➤ Vehicle Lifts

OTHER RELATED DOCUMENTS ([HTTPS://WWW.FLSHERIFFS.ORG/LAW-ENFORCEMENT-PROGRAMS/PURCHASING/FSA20EQU180-OTHER-RELATED-DOCUMENTS](https://www.flsheriffs.org/law-enforcement-programs/purchasing/fsa20equ180-other-related-documents))

THE FSA STORE

SHOP NOW FOR HIGH-QUALITY
APPAREL & ACCESSORIES

SHOP NOW



(https://www.companypromostore.com/stores/fsamembers/?utm_source=website&utm_medium=footer)

CELEBRATE THEIR
VICTORIES. LEARN ABOUT
THEIR CHALLENGES

THE LATEST STORIES ARE WAITING FOR YOU IN THE
Weekly Insight

SUBSCRIBE FOR FREE



([https://membership.flsheriffs.org/Weekly-Insight.html?](https://membership.flsheriffs.org/Weekly-Insight.html?utm_source=homepage&utm_medium=banner&utm_campaign=weekly_insight)

[utm_source=homepage&utm_medium=banner&utm_campaign=weekly_insight](https://membership.flsheriffs.org/Weekly-Insight.html?utm_source=homepage&utm_medium=banner&utm_campaign=weekly_insight))

Protecting, Leading & Uniting Since 1893

[Board of Directors \(/about/board-of-directors/\)](#)

[Conferences \(https://www.flsheriffs.org/law-enforcement-programs/conferences/\)](https://www.flsheriffs.org/law-enforcement-programs/conferences/)

[Mission and Values \(/about/mission-and-values/\)](#)

[FSA Memorial \(/about/memorial/\)](#)

[Sheriffs Directory \(/sheriffs/directory/\)](#)

[Contact FSA \(/contact/\)](#)

[Become a Member \(https://membership.flsheriffs.org/2017-Membership-LP.html\)](https://membership.flsheriffs.org/2017-Membership-LP.html)

[Donate \(/about/donate-today\)](/about/donate-today)

[Legislation \(/law-enforcement-programs/legislative\)](/law-enforcement-programs/legislative)

[Training \(/law-enforcement-programs/training\)](/law-enforcement-programs/training)

[Our Programs \(/law-enforcement-programs/our-programs\)](/law-enforcement-programs/our-programs)

[FSA Store !\[\]\(003082e50e3009141f59bd5df831749f_img.jpg\) \(https://www.companypromostore.com/stores/fsamembers/?utm_source=website&utm_medium=footer\)](https://www.companypromostore.com/stores/fsamembers/?utm_source=website&utm_medium=footer)

[SHERIFF LOGIN \(HTTPS://WWW.FLSHERIFFS.ORG/LOGIN\)](https://www.flsheriffs.org/login)



[\(https://www.facebook.com/floridasheriffsassociation/\)](https://www.facebook.com/floridasheriffsassociation/)



[\(https://twitter.com/FLSheriffs\)](https://twitter.com/FLSheriffs)



[\(https://www.instagram.com/floridasheriff/\)](https://www.instagram.com/floridasheriff/)



[\(https://www.youtube.com/user/FloridaSheriffs?feature=mhum\)](https://www.youtube.com/user/FloridaSheriffs?feature=mhum)

Florida Sheriffs Association

2617 Mahan Drive

Tallahassee, FL 32308

(800) 877-2168

[\(https://www.acfstandbysystems.com/#CID=mvweb_fsa\)](https://www.acfstandbysystems.com/#CID=mvweb_fsa)



©2022 Florida Sheriffs Association // [Privacy and Refund Policy \(/privacy-and-refund-policy\)](/privacy-and-refund-policy)



SALES QUOTE

DOCUMENT #: SQ-008073-SSS
DOCUMENT DATE: 06/01/22
ENTERED BY: MCAFFREY
ESTIMATOR: MICHAEL CAFFREY
MCAFFREY@STRIPINGSERVICEANDSUPPLY.COM

Striping Service and Supply LLC

1911 S Great Southwest Pkwy
Grand Prairie, TX 75051-3506
Ph: (800) 590-1593
www.StripingServiceandSupply.com

BILL TO: City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

SHIP TO: City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004
PH: 924-924-6808
EMAIL: ctaylor@daniabeachfl.gov

PO #	REFERENCE	CONTRACT #	PAYMENT TERMS	EXPIRATION DATE
	FSA20-EQU18.0 - Heavy Equipment / Item 329, Wanco, Compact Radar Speed Trailer, WSDT3-S		30 Days	08/01/22

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
WAWSDT3S	WSDT3-S RADAR SPEED TRAILER, Telescoping Tower for Regulatory Sign and Solar panel, Weather Resistant Aluminum Cabinet with Anti-Glare Window. 26" Matrix LED Display, K-Band Radar with Red/Blue Extreme Speed Flasher, Includes R2-1 Regulatory Speed Limit Sign, 24" x 30" with Changeable Limit Numbers, 1 - 65W Solar Panel with 1-4D AGM Battery and 15 amp AC Battery Charger	EACH	3	\$10,065.00	\$30,195.00
				SUBTOTAL	\$30,195.00
				Sales Tax	\$0.00
				TOTAL	\$30,195.00

NOTES:

Note: Credit card payments are subject to a 3% convenience fee. All returned material will be subject to a 20% restocking fee. Returned material must be in original packaging and unopened.

Order Date: 06/01/22 Terms: 30 Days Good Until: 08/01/22 Customer ID: CUST-001636-SSS

Approved By:_____ Date:_____

Note: Credit card payments are subject to a 3% convenience fee. All returned material will be subject to a 20% restocking fee. Returned material must be in original packaging and unopened.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR \$4,600,000.00, FOR THE CITY'S PORTION OF THE C51 RESERVOIR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Resolution, SRF Loan Application



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer  Digitally signed by Frank DiPaolo
DN: cn=Frank DiPaolo, o=City of Dania Beach, ou=Finance,
email=frank@daniasb.org, c=US
Date: 2022.06.29 15:54:09 -0400

SUBJECT: Resolution approving a loan application to the State Revolving Fund program in the amount of \$4,600,000.00 for the C-51 Reservoir Project and authorizing the City Manager to execute the loan documents

REQUEST

The Finance Department requests adoption of a resolution approving a loan application to the State Revolving Fund program in the amount of \$4,600,000.00 for the C-51 Reservoir Project and authorizing the City Manager to execute the loan documents.

BACKGROUND

The City has adopted several resolutions since 2013 indicating its support for the C-51 Reservoir Project (the "Project") and commitment to fund the Project in the amount of \$4.6 million, allowing the City to utilize the reservoir for future water supply needs.

The C-51 Project will generate one million gallons per day (MGD) of water supply and will replace the one MGD temporary supply that is currently provided by the County.

State Revolving Fund loans were identified in 2019 as the funding source for the C51 reservoir project. Florida Statutes provide for loans to local government agencies to finance the construction of water facilities. To secure the loans, the Florida Administrative Code rules require authorization to:

- apply for loans,
- establish pledged revenues,
- designate an authorized representative; and
- provide assurances of compliance with loan program requirements; and
- enter into a loan agreement; and

The State Revolving Fund loan priority list designates the C-51 reservoir project.

ATTACHMENTS

Resolution
SRF Loan Application



Resolution approving a loan application to the State Revolving Fund program in the amount of \$4,600,000.00 for the C-51 Reservoir Project and authorizing the City Manager to execute the loan documents

RECOMMENDATION

Adopt the resolution approving a loan application to the State Revolving Fund program in the amount of \$4,600,000.00 for the C-51 Reservoir Project and authorizing the City Manager to execute the loan documents.

RESOLUTION NO. 2022-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION FOR \$4,600,000.00, FOR THE CITY'S PORTION OF THE C51 RESERVOIR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AUTHORITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates DEP Project No. 06123 for financing of the C51 reservoir project which is eligible for available funding; and

WHEREAS, the City of Dania Beach, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing;

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

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

Section 2. That the City of Dania Beach, Florida is authorized to apply for a loan to finance DEP Project No. 06123.

Section 3. That the revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the City's Series outstanding obligations as noted in the loan application.

Section 4. That the City Manager is designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. That the City Manager is designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms

when signed by both parties. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial and administrative activities associated with the loan agreement.

Section 6. That the legal authority for borrowing monies to construct this Project is the Florida Statutes.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That if any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

Section 9. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

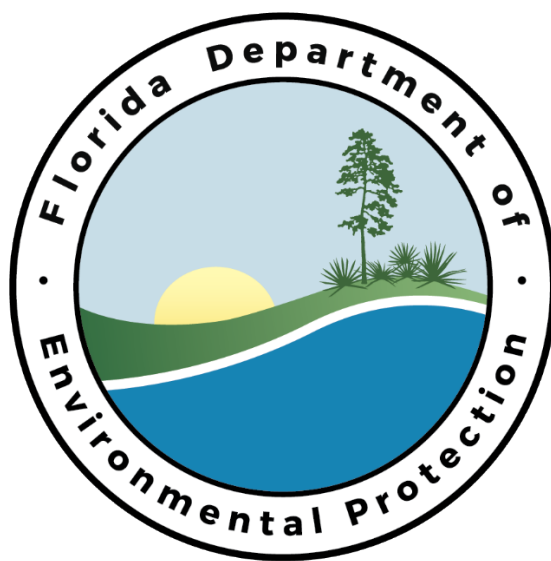
APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING LOAN PROGRAM
FOR
DRINKING WATER FACILITIES

LOAN APPLICATION**



Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL	1
(2) COMPLETING THE APPLICATION	1
(3) ASSISTANCE.....	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR.....	1
(2) AUTHORIZED REPRESENTATIVE.....	1
(3) PRIMARY CONTACT.....	1
(4) ADDITIONAL CONTACTS.....	1
(5) PROJECT NUMBER.....	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES.....	2
(2) SCHEDULE	2
(3) COST.....	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES.....	2
(2) SCHEDULE	3
(3) COST.....	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT.....	3
(4) INFORMATION ON LIENS.....	3
(5) ACTUAL AND PROJECTED REVENUES.....	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION	4
(2) ASSURANCES.....	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE	9
LIST OF ATTACHMENTS	10

LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, Marjorie Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The application (and supporting documentation) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from the Drinking Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Dania Beach
Federal Employer Identification Number 59-6000-338
DUNS Number _____
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Ana Garcia Title City Manager
Telephone 954-924-6800 Email agarcia@daniabeachfl.gov
Mailing Address 100 West Dania Beach Blvd.
Dania Beach, FL 33004
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Frank DiPaolo Title Finance Director
Telephone 954-924-6800 Email _____
Employer City of Dania Beach
Mailing Address 100 West Dania Beach Blvd
Dania Beach, FL 33004
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #1*).
Name Frederick Bloetscher, Ph.D., P.E. Title President
Telephone 239-250-2423 Email H2o_man@bellsouth.net
Employer Public Utilities Management and Planning Services, Inc
Mailing Address P.O. Box 221890
Hollywood, FL 33022
- (5) PROJECT NUMBER (listed on the Department's priority list). _____
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

☐

Yes

☒

No

PART II – PROJECT INFORMATION

If you are applying for a planning or design loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING OR DESIGN PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #2*)

- (1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any engineering services to be performed. (*Attachment #n/a*) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If “No”, please explain. (*Attachment #*____)
- (2) **SCHEDULE.**
- (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
- | | |
|------------------------------------|-----------|
| Planning documentation | complete |
| Engineering design | complete |
| Certification of site availability | 4/15/2022 |
| Permitting | complete |
- (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #3*) ☒ Yes ☐ No
- (c) Is this a design/build project? ☒ Yes ☐ No
- (3) **COST.** Is the cost information submitted for the planning or design loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*____) Note that the disbursable amount will be limited to the priority list amount. ☒ Yes ☐ No

PLANNING OR DESIGN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION PROJECT

- (1) **ACTIVITIES.**
- (a) Attach a brief description of construction activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #2*).
- Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No
- If “No”, please explain. (*Attachment #*____)
- (b) Have any of the contracts been bid? ☒ Yes ☐ No
- If “Yes”, indicate which contracts have been bid. (*Attachment #2 – it is under construction now*)
- (c) Was planning or design for this project financed in another SRF loan? ☐ Yes ☒ No
- If “Yes”, give the SRF loan number. _____
- (d) Does this project involve an interlocal agreement with other local governments or other entities? ☒ Yes ☐ No
- If “Yes”, attach a copy of the Department letter accepting the interlocal agreement. (*Attachment #n/a*)
- Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #we have not received a letter from FDEP*).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. underway
- (b) Anticipated completion of all construction contracts. 6/2023

- (3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*____) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, interest rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$4,600,000

Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.

- (a) Loans for planning and design shall be amortized over 10 years. Construction loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as financially disadvantaged. Construction loans to financially disadvantaged small communities may be amortized over the lesser of useful life of the project or 30 years. Construction loans to non-governmental project sponsors are amortized over the lesser of the useful life of the project or 20 years. Interest charges and principal are paid semiannually.

What is the useful life of the project? 50 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. [Click or tap here to enter text.](#)
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 10% (coverage percentage)

- (d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No

If "Yes", please list. (*Attachment #*____)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments.

- (4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #3 as summarized on p 6.*) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #4*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #n/a*).
- (5) ACTUAL AND PROJECTED REVENUES.
 - (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #5*) The opinion must address the following:
 - (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #6*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Drinking Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Applicant is advised, pursuant to 40 CFR 35 Section 35.3575, that a number of Federal law, executive orders, and government-wide policies can apply to your project or activity that is receiving Federal financial assistance. The Applicant agrees to read those provisions regarding the application of Federal cross-cutting authorities (cross-cutters) to determine their applicability to your specific project or activity.
 - (b) Assurances for other projects. Please note that Florida Statutes are available at <http://www.leg.state.fl.us>. They are also available at the following physical address: Florida Department of State Division of Library and Information Services R.A. Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0250.
 - 1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 - 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 - 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 - 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____ April, 20 22

Authorized Representative _____ Ana Garcia

(signature) (name typed or printed)

Attachments

PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continue at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	n/a		
Coverage	%	%	%
Insured?	Yes No	Yes No	Yes No

[illegible]

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>Year 2019</u>	<u>Year 2020</u>
(a) Operating Revenues (Source)		
<u>Water and Sewer Fees</u>	<u>12711060</u>	<u>12289757</u>
(b) Interest Income		
(c) Other Income or Revenue (Identify)		
<u>misc</u>	<u>410802</u>	<u>103232</u>
(d) Total Revenues	<u>13121862</u>	<u>12392989</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>6828098</u>	<u>9084011</u>
(f) Net Revenues [(f) = (d) – (e)]	<u>1168358</u>	<u>1168360</u>
(g) Debt Service (including any required coverage)	<u>5,125,406</u>	<u>2,140,618</u>
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (<i>Attachment #9&10</i>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment #see highlights on p 30-33 Att 9 & 10</i>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment #n/a</i>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continue for at least three additional years. Attach a separate page for previous State Revolving Fund loans.

	<u>Year 2022</u>	<u>Year 2023</u>	<u>Year 2024</u>	<u>Year 2025</u>	<u>Year 2026</u>
(a) Operating Revenue	<u>\$ 13,417,313</u>	<u>\$ 13,747,998</u>	<u>\$ 14,086,832</u>	<u>\$ 14,434,017</u>	<u>\$ 14,789,759</u>
(b) Interest Income	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
(c) Other Income or Revenue (identify)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
(d) Total Revenues	<u>\$13,417,313</u>	<u>\$13,747,998</u>	<u>\$14,086,832</u>	<u>\$14,434,017</u>	<u>\$14,789,759</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$12,367,130</u>	<u>\$12,523,511</u>	<u>\$ 12,681,868</u>	<u>\$ 13,004,616</u>	<u>\$ 13,674,961</u>
(f) Net Revenues (f = d - e)	<u>\$ 1,050,183</u>	<u>\$1,380,867</u>	<u>\$ 1,719,701</u>	<u>\$2,066,887</u>	<u>\$2,422,629</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$902,685</u>	<u>\$902,685</u>	<u>\$902,685</u>	<u>\$902,685</u>	<u>\$902,685</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>\$ 147,498</u>	<u>\$ 478,182</u>	<u>\$817,016</u>	<u>\$1,164,202</u>	<u>\$ 1,519,944</u>
(j) Identify the source of the above information and explain methods used to develop the projections (<i>Attachment #see App 11 rate study extended</i>). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.					
(k) For construction loans, are the above projections consistent with the accepted financial feasibility information in the planning documents?	☒ Yes ☐ No				

If “No”, please explain. (*Attachment #*____)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

[illegible]

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION ADOPTING AN INVESTMENT POLICY WHICH IS TO BE ESTABLISHED BY THE CITY IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 218.415.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Resolution, Investment Policy



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Resolutions approving an updated Investment Policy and authorizing execution of an agreement with US Bank National Association ("USBNA") to serve as custodian for the City's investment program

REQUEST

The Finance Department requests adoption of Resolutions approving an updated Investment Policy and authorizing execution of an agreement with USBNA to serve as custodian for the City's investment program.

BACKGROUND

The City's Investment Policy was last updated in 2004. Since then, the City has not had a comprehensive strategy for the investment of its excess reserves, and in 2022, the Finance Department solicited proposals from qualified public funds investment advisors to establish a comprehensive investment management program.

On April 12, 2022, the City Commission adopted Resolution no. 2022-061 authorizing an agreement with Public Trust Advisors, LLC (PTA) for professional investment advisory services. The next steps for the City are to adopt a revised investment policy and execute an agreement with a custodian for safekeeping of the City's investments.

Investment Policy

The proposed investment policy provides for the following three core objectives:

Safety of Principal: the foremost objective of the City's investment program is to ensure the safety of principal, accomplished through the minimization of interest rate risk and credit risk. **Interest rate risk** is the risk that the value of securities in the portfolio will fall based on changing interest rates, which is currently a concern due to rising interest rates. **Credit risk** is the risk of loss due to default by the issuer of a security.

Maintenance of Liquidity: the investment program will be structured so that adequate liquidity in cash and cash equivalent investments is available to meet anticipated demands. This requires periodic cash flow analyses to model actual cash flow needs for operations, allowing the remainder to be invested in both short-term and longer-term strategies.



Resolutions approving an updated Investment Policy and authorizing execution of an agreement with US Bank National Association (“USBNA”) to serve as custodian for the City’s investment program

Return on Investment: this is the least important of the three core objectives. However, the goal is to actively manage the investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions.

Day-to-day administration of the investment management program will be handled by the Chief Financial Officer, under the direction of the City Manager. The policy authorizes specific investments that may be utilized in the portfolio strategy, and further defines the maximum percentage allocation requirements and any minimum credit ratings requirements. All investment types are authorized in Florida Statutes. The policy can be amended from time to time, as needs arise. The intention is to establish a program that is flexible and adaptable to current and unforeseen future market conditions.

Custodian Agreement

All securities to be purchased through the investment program, except for certificates of deposits and overnight repurchase agreements (one business day), shall be held with a third-party custodian. All securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City held in a separate account.

PTA works with USBNA as custodian for several of their managed investment accounts and has recommended them as custodian for the City’s investments. The custodian agreement is attached and will be executed by the City Manager, upon approval of the Resolution.

ATTACHMENTS

Resolution adopting an Investment Policy
Investment Policy

Resolution authorizing execution of a fee schedule with USBNA
US Bank Custodian Fee Schedule

BUDGETARY IMPACT

USBNA charges a competitive fee of 0.75 basis points, or 0.0075% of the assets held in custody.

RECOMMENDATION

Adopt the Resolutions approving an updated Investment Policy and authorizing execution of an agreement with USBNA to serve as custodian for the City’s investment program.

RESOLUTION NO. 2022-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING AN INVESTMENT POLICY WHICH IS TO BE ESTABLISHED BY THE CITY IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 218.415; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Section 218.415, all local governments must adopt a written investment plan for any public funds in excess of the amounts needed for current expenses;

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

Section 1. That the Investment Policy promulgated by the City, a copy of which is attached, marked Exhibit “A”, and incorporated by this reference, is approved by the City Commission as the City Investment Policy.

Section 2. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict.

Section 3. That this resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 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 Investment Policy

Updated July 2022



CITY COMMISSION

Tamara James, Mayor

Marco Salvino Sr, Vice Mayor

Joyce L. Davis, Commissioner

Lori Lewellen, Commissioner

Lauren Odman, Commissioner

CITY MANAGER

Ana M. Garcia, ICMA-CM

CHIEF FINANCIAL OFFICER

Frank L. DiPaolo, CPA

Table of Contents

	Page
I. PURPOSE	3
II. SCOPE	3
III. INVESTMENT OBJECTIVES	3
IV. DELEGATION OF AUTHORITY	4
V. STANDARDS OF PRUDENCE	5
VI. ETHICS AND CONFLICTS OF INTEREST	5
VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES	5
VIII. CONTINUING EDUCATION	6
IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS	6
X. MATURITY AND LIQUIDITY REQUIREMENTS	6
XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS	7
XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION	8
XIII. UNAUTHORIZED INVESTMENTS	17
XIV. PERFORMANCE MEASUREMENTS	17
XV. ACCOUNTING AND REPORTING	17
XVI. THIRD-PARTY CUSTODIAL AGREEMENTS	18
XVII. MUNICIPAL ADVISOR RULE	18
XVIII. RISK AND DIVERSIFICATION	18
XIX. INVESTMENT POLICY ADOPTION AND AMENDMENTS	18

ATTACHMENT: Glossary of Cash and Investment Management Terms

Investment Policy

City of Dania Beach

I. PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City of Dania Beach, Florida (hereinafter "City"). These policies are designed to safeguard the City's funds, provide for the availability of operating and capital funds when needed, and promote an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this investment policy applies to all cash and investments held or controlled by the City with the exception of the City's three employee pension funds, all its deferred compensation plans and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues which have statutory investment requirements conflicting with this Investment Policy, and funds held by state agencies, are not subject to the provisions of this policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of the City's investment program is to ensure the safety of principal. Investment transactions shall seek to avoid capital losses, whether they are from securities defaults (credit risk) or erosion of market value (interest rate rise). To attain this objective, investments are limited to securities that are of very high quality and considered safe and conservative. Section XII of this policy specifies authorized investments and portfolio composition and establishes terms and conditions to ensure the safety of principal. Items to consider in this regard are:

Interest Rate Risk

The City will minimize the interest rate risk, which is the risk that the value of the securities in the investment portfolio will fall due to changes in interest rates, by:

- Structuring the portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities prior to maturity.
- Investing short term designated operating funds in primarily short-term securities, money market mutual funds, or similar investment pools and limiting the weighted average maturity of the portfolio.
- Limiting the price sensitivity (duration) of the investments in the portfolio.

Credit Risk

The City will limit credit risk, which is the risk of loss due to default by the issuer, by:

- Limiting investments to investment-grade securities as rated by Moody's, Standard & Poor's, Fitch or other nationally recognized statistical rating organization (NRSRO) in the United States.
- Diversifying the investment portfolio to reduce the impact of potential losses from any one type of security, or an individual issuer or backer.

Maintenance of Liquidity

The City's investment portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity. By maintaining liquidity, the portfolio will inherently reinforce the safety of principal requirement. This is accomplished by structuring the investment program so that adequate liquidity in cash and cash equivalent investments is available to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the investment program should consist of liquidity investment strategies for short term and daily liquidity needs, and investment portfolios structured with securities with an active secondary or resale market. To facilitate this, the investment program may be partitioned into a Short-term strategy focusing on cash equivalent or other investments with maturities of less than one year, and a Long-term strategy focusing on higher yielding investment opportunities having maturities of greater than one year. Section X of this policy establishes specific maturity and liquidity requirements to meet this objective.

Return on Investment

The City's investment portfolio shall be designed with the objective of maximizing a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. The City shall maintain the level of investment of all idle bank balances as close to 100% as possible and shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. Return on investment is of tertiary importance compared to the safety and liquidity objectives described above. The core of investments shall be limited to relatively low risk securities as defined within this investment policy statement in anticipation of earning a fair return relative to the risk being assumed. The City may utilize an active or passive investment strategy within the overall investment program. Securities within a passively managed investment portfolio will generally be held until maturity and securities in actively managed portfolios may be sold prior to maturity. Securities within the investment program may be sold in accordance the investment program which include the following scenarios:

- A security with declining credit or a downgrade below the rating requirements stated later in this Policy may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield or target duration in the portfolio.
- Liquidity needs of the portfolio require that a security be sold.

IV. DELEGATION OF AUTHORITY

No person may engage in an investment transaction except as authorized under the terms of this investment policy. The responsibility for providing oversight and direction in regard to the management of the investment program resides with the City's Chief Financial Officer (hereinafter "Director"). The Chief Financial Officer is also designated as the Investment Officer of the City and is responsible for investment decisions and activities, under the direction of the City Manager. The day-to-day administration of the cash management program is handled by the Finance Department staff.

The Director shall hold primary responsibility for assuring compliance with the City's Investment Policy. The Director and City Manager at any time may reassign the designation of Investment Officer to another competent employee upon written notification. The Director and is authorized to make investments under this policy as required or appropriate. The City may employ an Investment Manager by written contract to assist in managing City funds. Such Investment Manager must be registered under the Investment Advisors Act of 1940. The Director will maintain written procedures consisting of a system of internal accounting and administrative controls to regulate the City's investment activities.

V. STANDARDS OF PRUDENCE

The “Prudent Person” standard shall be applied in the context of managing the overall investment program. The Director acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectation are reported to the City Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The “Prudent Person” rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City’s investment program. Employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Director shall maintain a system of internal controls and operational procedures with regard to the City’s investment program and be made a part of the City’s public funds management program. The internal controls should be designed to protect the City’s assets and prevent the loss of funds which might arise from fraud, embezzlement, error, mismanagement, or misrepresentation by City employees or by third parties. The procedures should include at a minimum, reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and “delivery-vs-payment” procedures.

The Director shall assign competent staff, to maintain separation of duties within the Financial Services Department, to reconcile the City’s general depositor account on a monthly basis by comparing the City’s general ledger with the applicable bank statements. The reconciliation would reveal any difference in investment transaction recording and the actual movement of funds.

The Director shall assign competent accounting staff, to reconcile investments reflected in the custodial statements with the City’s records. The reconciliation will be reviewed each month by the Director or designee. When applicable, the City’s Investment Manager shall also reconcile the custody statement with the statements for all assets under management by the Investment Manager.

Independent auditors as a normal part of the annual financial audit or any other audit initiated by the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

In accordance with § 218.415(14), Florida Statutes, the Director and appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

The Director shall establish and maintain a list of approved broker/dealers and financial institutions and provide them with a copy of this investment policy. The City or its Investment Manager, if any, will only buy and sell securities using broker/dealers registered with the Federal Reserve Bank of New York's list of "Primary Government Securities Dealers", approved non-primary securities dealers, or from banks and savings and loan associations (including their wholly owned subsidiaries or their parent companies' wholly owned subsidiaries established to provide institutional brokerage services) that are included on the list of "qualified public depositories" issued by the State of Florida. These entities must qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). No depository will operate without at least \$100 million in collateral or insurance coverage on the City's accounts. The Director or the Investment Manager, if any, will be responsible for operating within the guidelines of this policy and will be responsible for the selection of "Primary Government Securities Dealers".

All approved non-primary securities dealers must qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The City's Investment Manager will provide the Director a list of approved brokers annually or as requested. The selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser. For all transactions executed by the Director, the approved broker must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of trade settlement. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

In order to have an available source of funds to meet unexpected cash requirements, a minimum of the equivalent of two months of projected payroll and operating expenditures will be invested with cash or cash equivalents, or vehicles that provide daily liquidity. The City shall purchase only investments with an active secondary market, with the exception of non-negotiable Certificates of Deposit and other time and savings deposits.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Director or the Investment Manager has determined the approximate maturity date, issuer, type, and any other security characteristics based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers in writing on securities in question. Bids/offers will be held in confidence until the bid/offer deemed to best meet the investment objectives is determined and selected.

From time to time, various government agencies, municipalities and corporations announce the issue of new securities to the financial markets. Since all new issues bought in the primary market are sold at the same offering price by all members of the selling syndicate, the competitive bidding process offers no benefit. If the new, "To Be Announced" security meets the portfolio diversification and maturity requirements set forth in the Investment Policy, the City may, at the discretion of the Director, place the investment with the broker/dealer or financial institution that initiated the investment opportunity, provided that the broker/dealer or financial institution is on the approved list.

The broker/dealer or financial institution offering the most favorable yield for the specific security type with the desired maturity date will be selected. For all trades executed by the City, the broker/dealers and financial institutions to be solicited will be rotated from the approved list, although if one or more specific dealers or institutions have proven to be particularly competitive, they may be contacted for bids/offers on a more frequent basis. All bids/offers for a particular purchase or sale shall be documented and the winning bid clearly identified for auditing purposes.

If obtaining a bid/offer is not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- Bloomberg Information Systems,
- Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
- Daily market pricing provided by the City's custodian or their correspondent institutions.

The Director or the Investment Manager shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Director or the Investment Manager, competitive bidding would inhibit the selection process.

This method may only be used:

- When time constraints due to unusual circumstances preclude the use of the competitive bidding process
- When no active market exists for the issue being traded due to the age or depth of the issue
- When a security is unique to a single dealer, for example, a private placement

A competitive offer or bid request wherein only one offer or bid is received shall satisfy the requirements of competitive bidding of this policy and such transactions may be awarded in accordance with comparison to current market price method described above.

Overnight sweep repurchase agreements will not be bid but may be placed with the City's depository bank relating to the demand account for which the repurchase agreement was purchased.

For all transactions executed by the City, the Director is authorized to seek commission recapture services and to select the institution proposing the most responsive proposal resulting from contacting a minimum of three (3) qualified institutions. Transactions subject to commission recapture will be subject to normal purchasing procedures as stated in this section and with particular emphasis on following best execution practices.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the City's cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Director may sell the investment at the then-prevailing market price.

The City shall actively manage its investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions. The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Director. The percentage allocation requirements for investment types and issuers are calculated based on the market value of each investment. Due to fluctuations in the aggregate invested balance, these maximum percentages may be exceeded from time to time and shall not require liquidation to realign the portfolio. However, consideration should be given to this matter when future purchases are made.

The maximum percentage allocation requirements and any minimum credit ratings requirements shall apply at the time the investment is made. Should the credit rating of a security owned by the City be downgraded to a level below that required by this Investment Policy, the City will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain a downgraded security, it will be closely monitored by the City and reported on a quarterly basis to the Director. Investments not listed in this policy are prohibited.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

City and Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Cash and Cash Equivalents	N/A	NA	100%	N/A
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies	N/A	5 Years	50%	N/A
Federal Instrumentalities (United States Government Sponsored Enterprises "GSE")*	N/A	5 Years	75%	40%
Interest Bearing Time Deposit or Savings Accounts	N/A	1 Year	20%	10%
Repurchase Agreements**	N/A	90 Days	25%	10%
Registered Investment Companies (Money Market Mutual Funds)	AAAm (or equivalent)	N/A	20%	10%
Intergovernmental Investment Pools (Stable Net Asset Value)	AAAm (or equivalent)	N/A	40%	N/A
Intergovernmental Investment Pools (Floating Net Asset Value)	AAAf (or equivalent)	N/A	40%	N/A
Florida PRIME Fund	AAAm	NA	25%	N/A
Investment Manager Authorized Investment- Sector Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation	Individual Issuer Limit
Mortgage Backed Securities "MBS"*	AA	5 Years	20%	15%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs****	5 Years	30%	5%
Commercial Paper***	A-1 by S&P and P-1 by Moody's	270 Days	20%	5%
Corporate Notes***	Single "A" category by any NRSROs****	5 Years	25%	5%
Asset-Backed Securities (ABS)***	Double "A" category by any two NRSROs****	5 Years	20%	5%

*The combined maximum amount of available funds invested in Federal Instrumentalities and mortgage-backed securities will not exceed seventy five percent (75%).

**Securities authorized for collateral are negotiable direct obligations of the United States Government, Government Agencies, and Federal Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement.

***The maximum amount of corporate investments will not exceed forty percent (40%). Therefore, the total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed forty percent (40%).

****National Recognized Statistical Rating Organization (NRSRO).

The following sectors (A-J) may be purchased by the City's Director or by the City's Investment Manager.

A. Cash and Cash Equivalents

1. Purchase Authorization

The Director and Investment Manager may invest in cash and cash equivalent investments that provide daily and short term liquidity:

2. Portfolio Composition

A maximum of 100% of the portfolio market value may be invested in the cash and cash equivalent investments.

B. United States Government Securities

1. Purchase Authorization

The Director and Investment Manager may invest in negotiable, full faith and credit, direct obligations of the United States Government. Such securities will include:

Cash Management Bills
Treasury Securities – State and Local Government Series ("SLGS")
Treasury Bills
Treasury Bonds
Treasury Notes
Treasury Strips
Treasury TIPS

2. Portfolio Composition

A maximum of 100% of the portfolio market value may be invested in the United States Government Securities.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of trade settlement

C. United States Government Agencies

1. Purchase Authorization

The Director and Investment Manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government and have an active secondary market. Such securities will include:

United States Export – Import Bank

-Direct obligations or fully guaranteed certificates of beneficial ownership
Federal Housing Administration
Government National Mortgage Association (GNMA)
Small Business Administration
United States Department of Housing and Urban Development

2. Portfolio Composition

A maximum of 50% of the portfolio market value may be invested in United States Government agencies.

3. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

D. Federal Instrumentalities (United States Government Sponsored Enterprises)

1. Purchase Authorization

The Director and Investment Manager may invest in bonds, debentures, or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which do not carry the full faith and credit of the U.S. Government limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs)

2. Portfolio Composition

A maximum of 75% of the portfolio market value may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers

A maximum of 40% of the portfolio market value may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of trade settlement

E. Interest Bearing Certificates of Deposit, Demand Deposit Accounts, Saving Accounts, NOW Checking Accounts or Money Market Accounts

1. Purchase Authorization

The Director and Investment Manager may deposit public funds in non-negotiable interest bearing certificates of deposit, (including through the Certificate of Deposit Account Registry Service, or CDARS), demand deposit accounts, savings accounts, NOW checking accounts and money market accounts in banks organized under the laws of this state and/or in national banks

organized under the laws of the United States and doing business and situated in the State of Florida, provided that such banks are Qualified Public Depositories (QPDs) and any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. QPDs are confirmed by the Florida Chief Financial Officer and the Florida Department of Financial Services and the list of current QPDs can be obtained at <https://www.myfloridacfo.com/division/treasury/collateral-management>

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be invested in non-negotiable interest bearing deposits secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, as described herein.

3. Limits on Individual Issuers

A maximum of 10% of the portfolio market value may be deposited with any one financial institution, except for deposits with the City's primary treasury depository institution or deposits in the CDARS program.

4. The maximum maturity on any deposit shall be no greater than one (1) year from the date of trade settlement.

F. Repurchase Agreements

1. Purchase Authorization

a. The Director and Investment Manager may enter into repurchase agreements composed of only those investments authorized in Section XII. B, C, and D. All financial institutions are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction. The agreement must specify that it is governed by the laws of the State of Florida, and it must be approved as to form and legal sufficiency by the City Attorney.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. Overnight repurchase agreement collateral for the City's "Sweep Accounts", if any, shall be held at the City's custodial or safekeeping institution. A clearly marked receipt that shows evidence of ownership must be supplied to the Director and retained for all repurchase agreements that are not overnight sweep accounts.

c. Securities authorized for collateral must have maturities under ten (10) years and have market value for the principal and accrued interest equal to at least 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Director.

2. Portfolio Composition

A maximum of 25% of the portfolio market value may be invested in repurchase agreements.

3. Limits on Individual Issuers

A maximum of 10% of the portfolio market value may be included in a repurchase agreement with any one institution.

4. Limits on Maturities

The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. Registered Investment Companies (Money Market Mutual Funds)

1. Investment Authorization

The Director and Investment Manager may invest in shares in open-end and no-load money market mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. Must be rated in the highest tier by a nationally recognized rating agency and whose portfolios consist of only dollar denominated securities.

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 10% of the portfolio market value may be invested with any one money market fund.

H. Intergovernmental Investment Pool (Stable Net Asset Value)

1. Investment Authorization

The Director and Investment Manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives and share value can never be less than \$1. The stable net asset value intergovernmental investment pool must have a rating of AAAM or equivalent.

2. Portfolio Composition

A maximum of 40% of available funds may be invested in intergovernmental investment pools with a stable net asset value.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

I. Intergovernmental Investment Pool (Floating Net Asset Value)

1. Investment Authorization

The Director and Investment Manager may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes. The floating net asset value intergovernmental investment pool must have a rating of AA+ or equivalent.

2. Portfolio Composition

A maximum of 40% of available funds may be invested in intergovernmental investment pools with a floating net asset value.

3. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

J. The Florida Local Government Surplus Funds Trust Fund (Florida Prime/SBA)

1. Investment Authorization

The Director may invest in the Florida Prime.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in the Florida Prime.

In addition to the permitted sectors defined in A-J, the City's Investment Manager may also purchase fixed income sectors K-O. The securities defined in K-O generally require additional resources offered by an Investment Manager.

K. Agency Mortgage-Backed Securities (MBS)

1. Purchase Authorization

The Investment Manager may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one MBS issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is five (5) years based on the weighted average life of the security.

The maturity of mortgage-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

L. Municipal Bonds

1. Investment Authorization

The Investment Manager may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds. Must be rated in the single A category by at least two NRSRO's.

2. Portfolio Composition

A maximum of 30% of the portfolio market value may be invested in obligations of state and local governments.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested in any one issuer.

4. The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

M. Commercial Paper

1. Purchase Authorization

The Investment Manager may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and minimum "A-1" by Standard & Poor's (highest tier commercial paper), with preference for those with backup lines of credit to support their commercial paper programs. These lines of credit are in place to guard against the unlikely event that the issuer is unable to redeem or rollover a maturing security.

2. Portfolio Composition

A maximum of 20% of the portfolio market value may be directly invested in prime commercial paper. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

N. Corporate Notes

1. Investment Authorization

The Investment Manager may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States rated in the “A” category by Standard & Poor’s, or the equivalent by another rating agency at the time of purchase.

2. Portfolio Composition

A maximum of 25% of the portfolio market value may be invested in obligations of corporate notes. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of the portfolio market value may be invested in any one issuer.

4. The maximum maturity on any obligation shall be no greater than five (5) years from the date of trade settlement.

O. Asset-Backed Securities (ABS)

1. Investment Authorization

The Investment Manager may invest in asset-backed securities (ABS) rated in the “AA” category by any two NRSRO’s at the time of purchase.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in ABS. The maximum total allocation to Commercial Paper, Corporate Notes, and Asset Backed Securities shall not exceed 40%.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitation

A maximum length to maturity for an investment in any ABS is five (5) years from the date of trade settlement. The maturity of asset-backed securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security’s description.

XIII. UNAUTHORIZED INVESTMENTS

Investments in any derivative products or the use of reverse repurchase agreements are prohibited. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. All other investments not specifically stated under “Allowable Investments” are prohibited.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio’s performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

1. For the short-term investment program (strategies with less than 12 months maturity), the S&P Rated GIP Index, or similar index, will be used as a benchmark as compared to the portfolios’ net book value rate of return for current operating funds.

Investment performance of funds designated as core funds and other funds that have a long-term (greater than 12 months average maturity) investment horizon, and are actively managed, will be compared to an appropriate index comprised having a duration and asset mix that approximates that of the portfolios. The index will be utilized as a benchmark to be compared to the portfolio’s total rate of return. Examples of an appropriate index include: the ICE BofAML Merrill Lynch 1-3 Year Government & Corporate AA Index and/or the ICE BofAML Merrill Lynch 1-5 Year Government & Corporate AA Index. The City will determine an appropriate benchmark based upon the characteristics of the longer-term core portfolio(s).

2. Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

XV. ACCOUNTING AND REPORTING

Investments will be carried at book value and marked to market value. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities may be amortized over the life of the securities. The City shall comply with Generally Accepted Accounting Principles (“GAAP”) and Government Accounting Standard Board (“GASB”) standards.

The Director shall prepare a Quarterly Investment Report which shall be presented to the City Manager and the City Commission. The quarterly investment report is available to the public upon request. Schedules in the quarterly report will include the following:

- A. Listing of investments by type, book value, and market value as of the report date as well as portfolio activity during the period.
- B. Weight, by percentage, of each security type within the portfolio.
- C. Investment balance at end of quarter.
- D. Income earned for the quarter and year-to-date.
- E. Comparison of quarterly and calendar year-to-date performance to authorized performance benchmarks.
- F. Weighted average maturity of the portfolio.

The Director shall report any occurrences of non-compliance with this policy in writing to the City Manager as soon as reasonably possible once he or she is aware of the occurrence.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits and overnight repurchase agreements (one business day), shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by, the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Director with safekeeping receipts that provide detail information on the securities held by the custodian. In addition, the custodian shall report at least quarterly, and the Director shall verify the reports. Settlement transactions between a broker/dealer and the custodian on behalf of the City that involve a settlement of investments purchased or sold by the Director or Investment Manager must be made on a "delivery vs. payment" basis to ensure that the custodian will have the security or money, as appropriate, in hand on behalf of the City at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVII. MUNICIPAL ADVISOR RULE

Brokers and dealers who execute investment trades directly with the City of Dania Beach portfolio typically require a form to be signed stating they are not acting in a Municipal Advisor Role. The Director shall be authorized to sign these forms for the City's authorized broker/dealers.

XVIII. RISK AND DIVERSIFICATION

There are risks inherent in investing; however, every investment portfolio should include a specific diversification strategy to eliminate risk of loss resulting from the over-concentration of assets in a specific maturity, issuer or class of securities. The investments shall be diversified by:

- A. Limiting investments to avoid over-concentration in securities from a specific issuer or of a specific type.
- B. Staggering investment maturities to avoid undue concentration in a specific maturity sector.
- C. Limiting the duration (price sensitivity and maturity) of the investment portfolio.
- D. Investing in only high-grade securities with low credit risk.
- E. Maintaining a portion of the portfolio in readily available funds such as state investment pools, money market mutual funds, or overnight repurchase agreements.

XIX. INVESTMENT POLICY ADOPTION AND AMENDMENTS

This Investment Policy is official upon its adoption by the City Commission. The Director shall prepare any proposed amendments to the Investment Policy and submit them to the City Manager and the City Commission for review and approval.

GLOSSARY OF KEY INVESTMENT TERMS

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and sixth-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with reopenings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC (as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, has the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivative. A financial instrument whose value is based on or determined by another security, financial instrument or index.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Reopenings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include U.S Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration – a

measure of the weighted average term to maturity of the cash flows of a fixed income asset or portfolio, Modified Duration – a common gauge of the price sensitivity of a fixed income asset or portfolio to a change in interest rates).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts. Used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the federal agencies. Federal agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$100,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A Government Sponsored Enterprise (GS) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A Government Sponsored Enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to

have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. top U.S. investors are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturities from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market Account. An investment vehicle that allows for the pooling and investing of funds in traditional money market instruments, typically U.S. Government Securities and Instrumentalities.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

National Association of Securities Dealers (NASD). Organization of brokers and dealers who trade securities in the United States, supervised by the SEC, and which provides regulatory exams for industry participants.

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

NOW Checking Account (Negotiable Order of Withdrawal account). Deposit account on which checks may be drawn that pays a higher interest rate than savings accounts.

NRSRO. A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, Standard & Poor's, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Rating. An evaluation of credit quality of a company's debt issue. Investors and analysts use ratings to assess the risk characteristics of an investment. Ratings can also be an evaluation of an entity's creditworthiness or ability to repay, taking into consideration its estimated percentage default rate and political risk. The City may use the following rating agencies: Moody's, Standard and Poor's, and Fitch Investors Service.

AAA or Aaa rating – the best quality, reliable and stable; judged to be of the highest quality, with minimal credit risk.

AA or Aa rating – quality, a bit higher risk than AAA/Aaa; judged to be of high quality and are subject to very low credit risk.

A rating – considered upper-medium grade quality; subject to low credit risk.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actual sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with reopenings ranging \$1 - \$4 billion. The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Sallie Mae. See "Student Loan Marketing Association."

Savings Account. An interest bearing account offered by banks and financial institutions.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Student Loan Marketing Association (SLMA or "Sallie Mae"). One of the large Federal Agencies. A federally-chartered public corporation (GSE) created to provide liquidity and a secondary market for lenders for loans to students and educational institutions. In 1997, SLMA initiated a process of unwinding its status as a GSE; however, until the process is complete, all debt issued will be considered GSE debt until maturity. SLMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and education sector. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" program.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2,3,5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actual sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security

was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

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 CITY MANAGER TO EXECUTE A FEE SCHEDULE WITH US BANK NATIONAL ASSOCIATION (“USBNA”) TO SERVE AS CUSTODIAN FOR THE CITY’S INVESTMENT PROGRAM.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memorandum, Resolution, USBNA Fee Schedule



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Resolutions approving an updated Investment Policy and authorizing execution of an agreement with US Bank National Association ("USBNA") to serve as custodian for the City's investment program

REQUEST

The Finance Department requests adoption of Resolutions approving an updated Investment Policy and authorizing execution of an agreement with USBNA to serve as custodian for the City's investment program.

BACKGROUND

The City's Investment Policy was last updated in 2004. Since then, the City has not had a comprehensive strategy for the investment of its excess reserves, and in 2022, the Finance Department solicited proposals from qualified public funds investment advisors to establish a comprehensive investment management program.

On April 12, 2022, the City Commission adopted Resolution no. 2022-061 authorizing an agreement with Public Trust Advisors, LLC (PTA) for professional investment advisory services. The next steps for the City are to adopt a revised investment policy and execute an agreement with a custodian for safekeeping of the City's investments.

Investment Policy

The proposed investment policy provides for the following three core objectives:

Safety of Principal: the foremost objective of the City's investment program is to ensure the safety of principal, accomplished through the minimization of interest rate risk and credit risk. **Interest rate risk** is the risk that the value of securities in the portfolio will fall based on changing interest rates, which is currently a concern due to rising interest rates. **Credit risk** is the risk of loss due to default by the issuer of a security.

Maintenance of Liquidity: the investment program will be structured so that adequate liquidity in cash and cash equivalent investments is available to meet anticipated demands. This requires periodic cash flow analyses to model actual cash flow needs for operations, allowing the remainder to be invested in both short-term and longer-term strategies.



Resolutions approving an updated Investment Policy and authorizing execution of an agreement with US Bank National Association (“USBNA”) to serve as custodian for the City’s investment program

Return on Investment: this is the least important of the three core objectives. However, the goal is to actively manage the investment portfolio to the greatest extent possible within the constraints of safety and liquidity to take advantage of prevailing or anticipated market conditions.

Day-to-day administration of the investment management program will be handled by the Chief Financial Officer, under the direction of the City Manager. The policy authorizes specific investments that may be utilized in the portfolio strategy, and further defines the maximum percentage allocation requirements and any minimum credit ratings requirements. All investment types are authorized in Florida Statutes. The policy can be amended from time to time, as needs arise. The intention is to establish a program that is flexible and adaptable to current and unforeseen future market conditions.

Custodian Agreement

All securities to be purchased through the investment program, except for certificates of deposits and overnight repurchase agreements (one business day), shall be held with a third-party custodian. All securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City held in a separate account.

PTA works with USBNA as custodian for several of their managed investment accounts and has recommended them as custodian for the City’s investments. The custodian agreement is attached and will be executed by the City Manager, upon approval of the Resolution.

ATTACHMENTS

Resolution adopting an Investment Policy
Investment Policy

Resolution authorizing execution of a fee schedule with USBNA
US Bank Custodian Fee Schedule

BUDGETARY IMPACT

USBNA charges a competitive fee of 0.75 basis points, or 0.0075% of the assets held in custody.

RECOMMENDATION

Adopt the Resolutions approving an updated Investment Policy and authorizing execution of an agreement with USBNA to serve as custodian for the City’s investment program.

RESOLUTION NO. 2022-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FEE SCHEDULE WITH US BANK NATIONAL ASSOCIATION (“USBNA”) TO SERVE AS CUSTODIAN FOR THE CITY’S INVESTMENT PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has total cash, cash equivalents, and reserves in excess of \$100 million that must be invested in compliance with the City’s Investment policy and Florida Statutes; and

WHEREAS, on April 12, 2022, pursuant to RFQ #2022-008, Public Trust Advisors, LLC (“PTA”) was selected by the City Commission for professional investment advisory services; and

WHEREAS, all securities to be purchased through the investment program, with the exception of certificates of deposits and overnight repurchase agreements (one business day), shall be held with a third party custodian; and

WHEREAS, the Finance Department recommends that the City Commission utilize USBNA as custodian for the City’s investments;

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

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

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That the City Administration is authorized to execute a fee schedule with USBNA.

Section 4. That the custodian services fee is 0.75 basis points or 0.0075% of the total assets held in custody.

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

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FEE SCHEDULE FOR CLIENTS OF: PUBLIC TRUST ADVISORS

MARKET VALUE FEES: .75 BPS

CUSTODY SERVICES

- | | |
|---|------------------------------------|
| ■ Safekeeping of assets | ■ Income collection |
| ■ Transaction settlement | ■ Corporate action processing |
| ■ Automated Cash Management (ACM) (Sweep) | ■ Proxy distribution |
| ■ Online account access | ■ Securities pricing |
| ■ Consolidated accounting & reporting | ■ Class action proceeds collection |

ITEMIZED FEES

- | | |
|-----------------------------------|------------|
| ■ Domestic trades | ■ Included |
| ■ Mutual funds transactions | ■ Included |
| ■ Security holding fees | ■ Included |
| ■ Cash receipts and disbursements | ■ Included |

SERVICE AND FEE ASSUMPTIONS

- The above description of custody services is provided for convenience only. For a complete description of services that U.S. Bank National Association (“USBNA”) expects to provide to the account, see the account’s governing custody agreement. In the event of any inconsistency between the above description and such agreement, such agreement prevails with respect to the powers, rights, and duties of USBNA.
- Fees are charged to the account monthly.
- The account does not hold plan or IRA assets.
- USBNA does not act as trustee or investment manager of the account’s assets or provide investment advice with respect to such assets. The Investment Adviser has sole discretion to invest the account’s assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the account is a fund sponsored by a USBNA affiliate or is an alternate sweep vehicle approved by USBNA.
- USBNA may amend this fee schedule by delivering an amended and restated fee schedule or another written notice to the account’s owner (the “Client”). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Client acknowledges that the Client (i) has received, read, and understands USBNA’s Mutual Fund Compensation Disclosure and a fully-executed copy of the account’s governing custody agreement and (ii) may contact the Client’s Relationship Manager at USBNA regarding that disclosure and agreement, this fee schedule, and any transaction reflected on an account statement.

The Client hereby executes this Fee Schedule as of this _____ day of _____, 20_____.

Client: _____

By: _____
(Signature)



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (“MMOA”) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR THE PROVISION OF LANDSCAPE IMPROVEMENTS BY THE STATE ON GRIFFIN ROAD MEDIANS AND SUBSEQUENT CITY-PROVIDED LANDSCAPE MAINTENANCE OVER A 25-YEAR PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

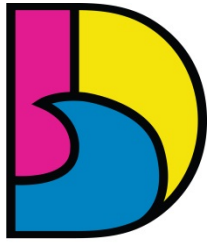
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-FDOT-MMOA-071222, R-2022- FDOT Maintenance Memorandum of Agreement for Landscape Improvements on Griffin Road Medians, Dania Landscape Pushbutton MMOA 6.28.22 - to Execute



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: ~~July~~November 129, 20221

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: RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CITY-PROVIDED LANDSCAPE MAINTENANCE ON THE REFURBISHED GRIFFIN ROAD MEDIANS~~CITYWIDE CUSTODIAL SERVICES BASED ON ITB NO. 21-027 "JANITORIAL SERVICES"~~

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the appropriate City officials to execute a final agreement with [REDACTED] MMOA with FDOT for the provision of City-provided landscape maintenance services of the Griffin Road median~~citywide janitorial services.~~

Background

The City's continuing efforts to make significant and citywide aesthetic improvements is in line with the Strategic Plan goals in terms of improving quality of life and making Dania Beach a more attractive destination. The main driver of this effort is the Corridor Landscape Master Plan. This landscape-focused master plan has begun by focusing on the Griffin Road corridor. Being an FDOT roadway, PSD has been working with the State to work out a landscape design that will be implemented in calendar year 2022. While the actual planting of trees and shrubbery will be completed by FDOT, after their one-year maintenance period the city will take over the medians' maintenance. ~~requires high quality and reliable janitorial services for several of its most heavily populated and active buildings, including City Hall, the adjacent parking garage and the Public Services Department complex. The current contract was entered into at the start of the Covid 19 pandemic period, largely driven by the emerging needs for more thorough and detailed cleaning and disinfecting of major facilities. The service has been maintained on a month-to-month basis since that time.~~

\continued...

**Re: RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE
MEMORANDUM OF AGREEMENT (MMOA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
(FDOT) FOR CITY-PROVIDED LANDSCAPE MAINTENANCE ON THE REFURBISHED GRIFFIN ROAD**

MEDIANS

RE:

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT WITH

[REDACTED]

FOR CITYWIDE CUSTODIAL SERVICES BASED ON ITB NO. 21-027 "JANITORIAL SERVICES" page 2 of 2

The attached MMOA contains the detailed provisions addressing the City's landscape maintenance obligations following FDOT's planting of the multiple medians as well as FDOT's one-year maintenance of same. This maintenance will include irrigation and replacement of any plants and/or trees that perish during this initial 12-month period.

During the FY2021-22 budget preparation process it was recognized that the custodial requirements of the city's most populated buildings are ongoing and continued funding support was necessary. To this end, funds were budgeted the Public Services Department (PSD) was directed to prepare detailed and formal janitorial maintenance specifications to develop an invitation to bid. In September 2021 the City issued Invitation to Bid (ITB) No. 21-027, "Janitorial Services". On October __, 2021, eight janitorial services contractors responded to the ITB.

A bid committee was formed consisting of the Director of Public Services, the Facilities and Landscape Division Manager, and Facilities Superintendent. The Committee met on October __, 2021, to review and evaluate the proposals. The resulting ranking for the highest ____ qualified firms is as follows:

- 1) _____ 278 points
- 2) _____ 251 points
- 3) _____ 248 points

Budgetary Impact

None is projected. PSD's current landscape maintenance contractor will continue to provide maintenance to all landscaped medians. The total annual cost of the winning bidder's proposal is \$ [REDACTED] and the funding is budgeted in the fiscal year 2021-22 budget.

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the proper City officials to execute a MMOA with FDOT a contract with [REDACTED] f for janitorial City-provided services .

RESOLUTION NO. 2022-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (“MMOA”) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR THE PROVISION OF LANDSCAPE IMPROVEMENTS BY THE STATE ON GRIFFIN ROAD MEDIANS AND SUBSEQUENT CITY-PROVIDED LANDSCAPE MAINTENANCE OVER A 25-YEAR PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach’s Strategic Plan goals include an emphasis on quality of life and making the city an even more attractive destination; and

WHEREAS, a major initiative driving these goals is the Corridor Landscape Master Plan that has been initiated by the completion of a FDOT funded landscape design to be implemented along the State-owned Griffin Road corridor; and

WHEREAS, FDOT’s installation and maintenance of new trees and shrubbery along the multiple medians on Griffin Road as well as the City’s landscape maintenance obligations after this period are stipulated in the Landscape Maintenance Memorandum of Agreement (MMOA); and

WHEREAS, the MMOA would be for a 25-year period in which the City would provide landscape maintenance services;

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 approve the MMOA with FDOT for State-provided refurbishing of median landscaping along the Griffin Road corridor and subsequent City-provided landscape maintenance services for a 25-year period.

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 July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SECTION No.: 86015000
Permit No.: 437903-2-52-01
COUNTY: Broward
S.R. No.: 818

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the City of Dania Beach, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over **SR 818 (Griffin Road)** as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT and AGENCY seek to install and have maintained by the AGENCY certain landscape improvements within the right of way of **SR 818 (Griffin Road)** as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** (attached hereto and incorporated by reference herein); and

WHEREAS, the AGENCY is agreeable to maintaining those Landscape Improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape to the medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. _____ dated _____, 20____, attached hereto in **Exhibit "E"** and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B" and "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountain, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvements if changes are not approved within the given time frame.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right-of-way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To

maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities for the landscape improvements including, but not limited to any impact and connection fees, and the on-going cost of utility usage for water and electrical are the maintaining AGENCY'S responsibility.

- (1) The AGENCY shall be solely responsible for any impact and/or connection fees

AND

- (2) The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The Project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.

AND

- (3) The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the landscape improvements, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the landscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or

- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any

preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape improvements listed in **Exhibit "B"** in the amounts listed in **Exhibit "D"** should the landscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said landscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the landscape improvements with an estimated amount of **\$232,403.61** as referenced in **Exhibit "D"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the landscape improvements' cost, as described in **Exhibit "D"** is limited to only those items which are directly related to the Landscape improvement plans.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the landscape improvements made by the DEPARTMENT at the completion of the installation of the standalone landscape project by the DEPARTMENT and then upon completion of the FDOT Specification 580 Contractor's Plant Establishment Period.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- B. If the DEPARTMENT chooses not to implement the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.
- (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:

State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Bann Williams, R.L.A.
FDOT District IV Landscape Architect

If to the AGENCY:

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004
Attention: Fernando Rodriguez
Title: Public Services Director

19. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvements
Exhibit D: Approximate Cost for Landscape Improvements
Exhibit E: City Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

City of Dania Beach

By: _____
Chairperson/Mayor/Manager

Attest: _____(SEAL)
Clerk

Legal Approval	Date
_____	_____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Transportation Development Director

Attest: _____(SEAL)
Executive Secretary

Legal Review	Date
_____	_____

Office of the General Counsel

SECTION No.: 86015000
Permit No.: 437903-2-52-01
COUNTY: Broward
S.R. No.: 818

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. PROJECT LOCATION:

SR 818 (Griffin Road) from S.W. 42nd Avenue (M.P. 7.041) to DCOTA Entrance (M.P. 9.587)

II. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS

Medians within the AGENCY limits of SR 818 (Griffin Road) from S.W. 42nd Avenue (M.P. 7.041) to DCOTA Entrance (M.P. 9.587)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES MAP

See Attached



REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE MAINTENANCE BOUNDARY MAP	EXHIBIT A
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		

SECTION No.: 86015000
Permit No.: 437903-2-52-01
COUNTY: Broward
S.R. No.: 818

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Kirk Hoosac, RLA
KCI Technologies, Inc.

Date: June 27, 2022

CONTRACT PLANS

FINANCIAL PROJECT ID 437903-2-52-01

BROWARD COUNTY (86015)

STATE ROAD NO. 818 (GRIFFIN ROAD)
MEDIAN FROM SW 42ND AVENUE TO DCOTA ENTRANCE

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEYSHEET
LD-2	PROJECT LAYOUT
LD-3 - LD-4	TREE DISPOSITION CHART
LD-5 - LD-28	LANDSCAPE PLAN
LD-29 - LD-33	TABULATION OF QUANTITIES AND PLANT SCHEDULE

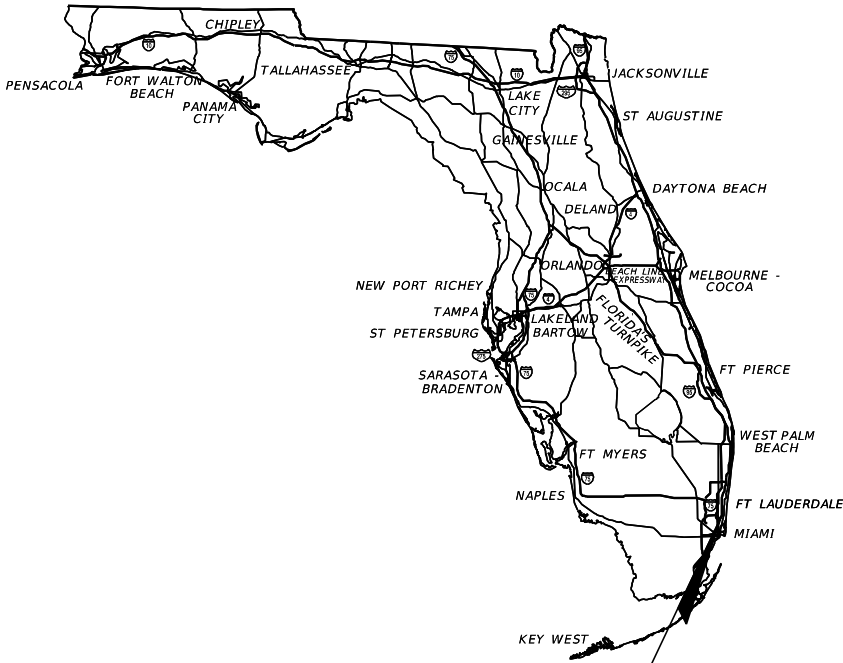
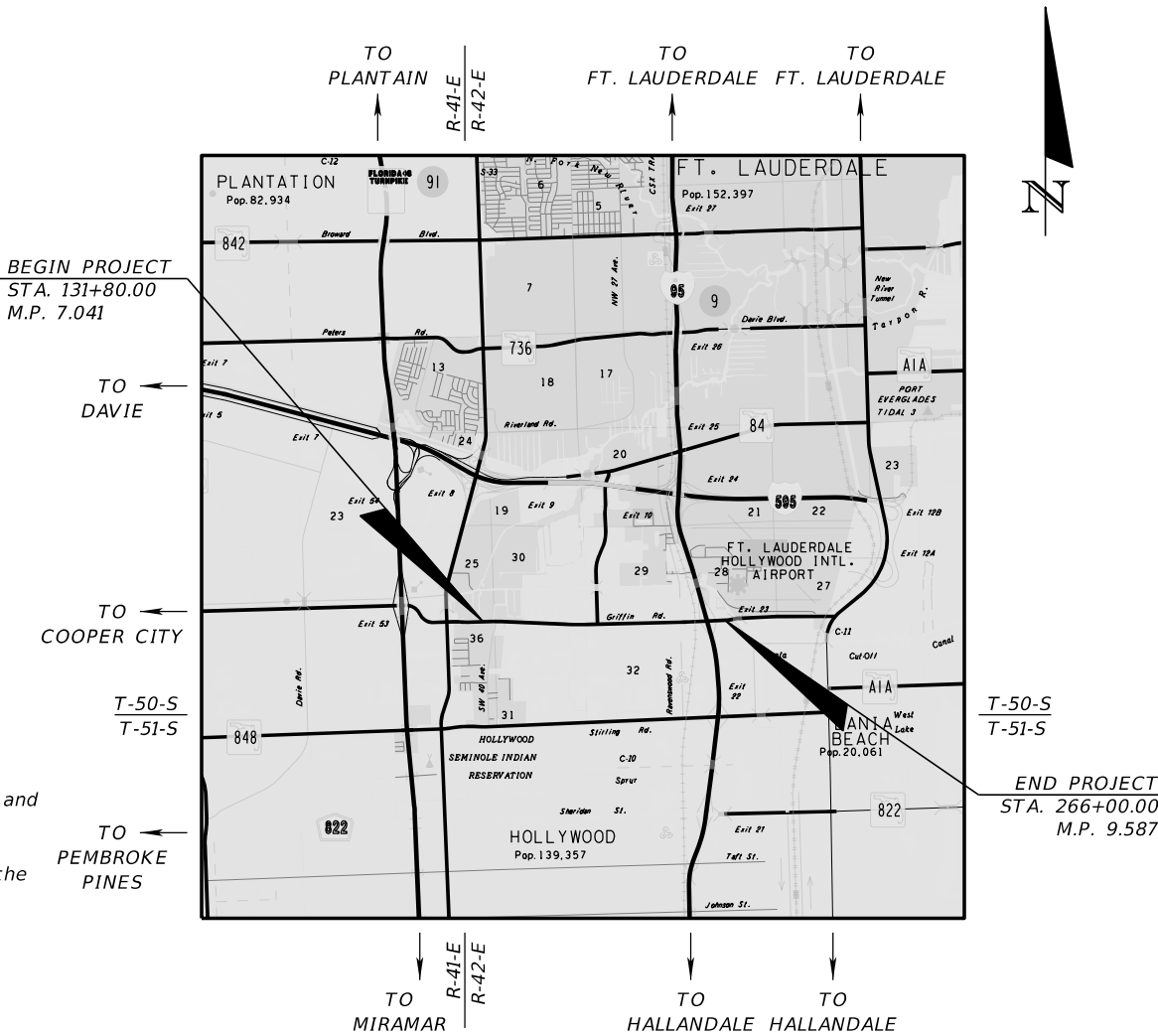
GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



LOCATION OF PROJECT
<https://goo.gl/maps/DRUYa7PZnUGSly5JA>

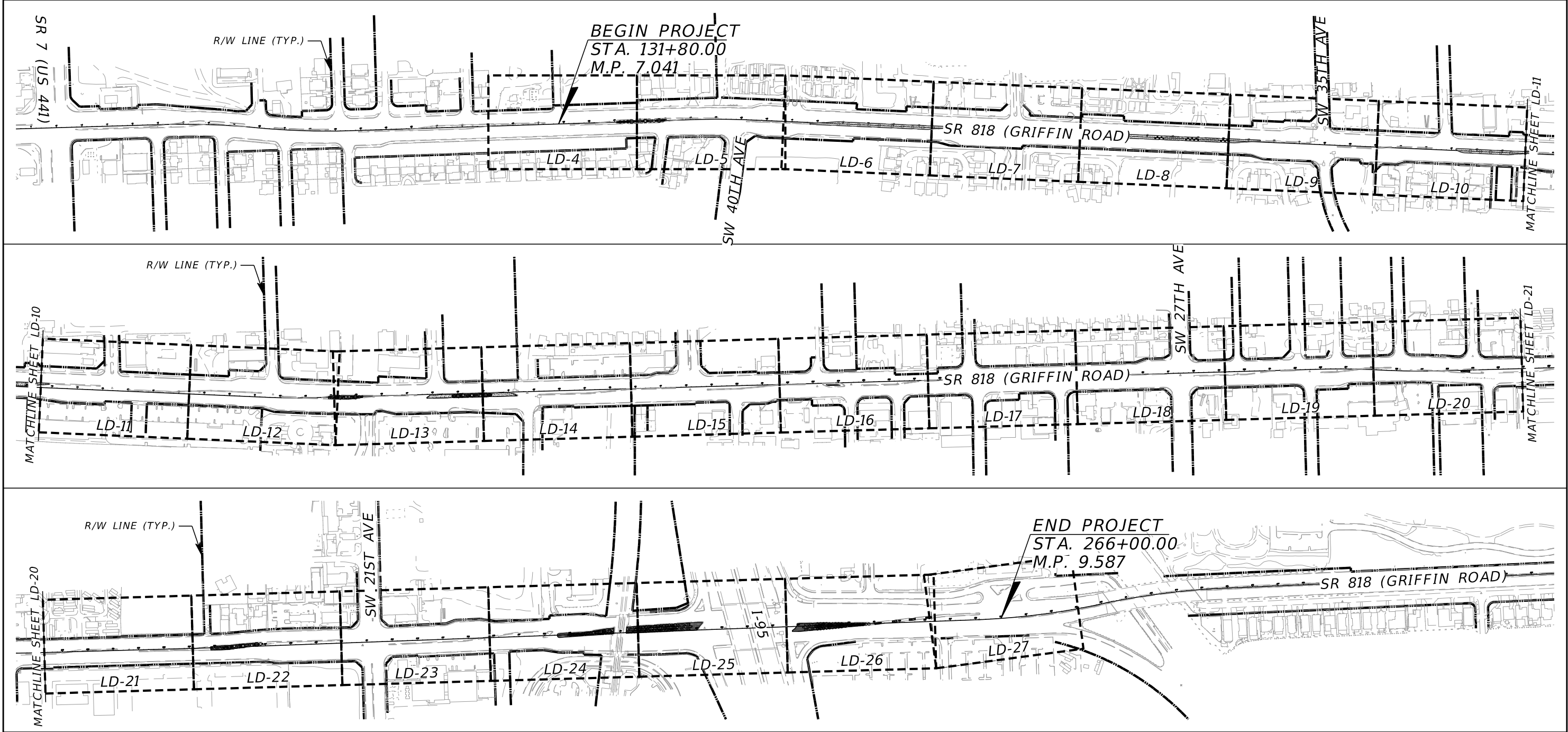
LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD:

KIRK HOOSAC, RLA.
RLA NO: 6667091
KCI TECHNOLOGIES, INC.
1425 W CYPRESS CREEK RD, SUITE 101
FT. LAUDERDALE, FL 33309
CONTRACT NO.: CA184
VENDOR NO.: 59-1406-307

FDOT PROJECT MANAGER:

BANN WILLIAMS, R.L.A.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
BEA25	22	LD-1

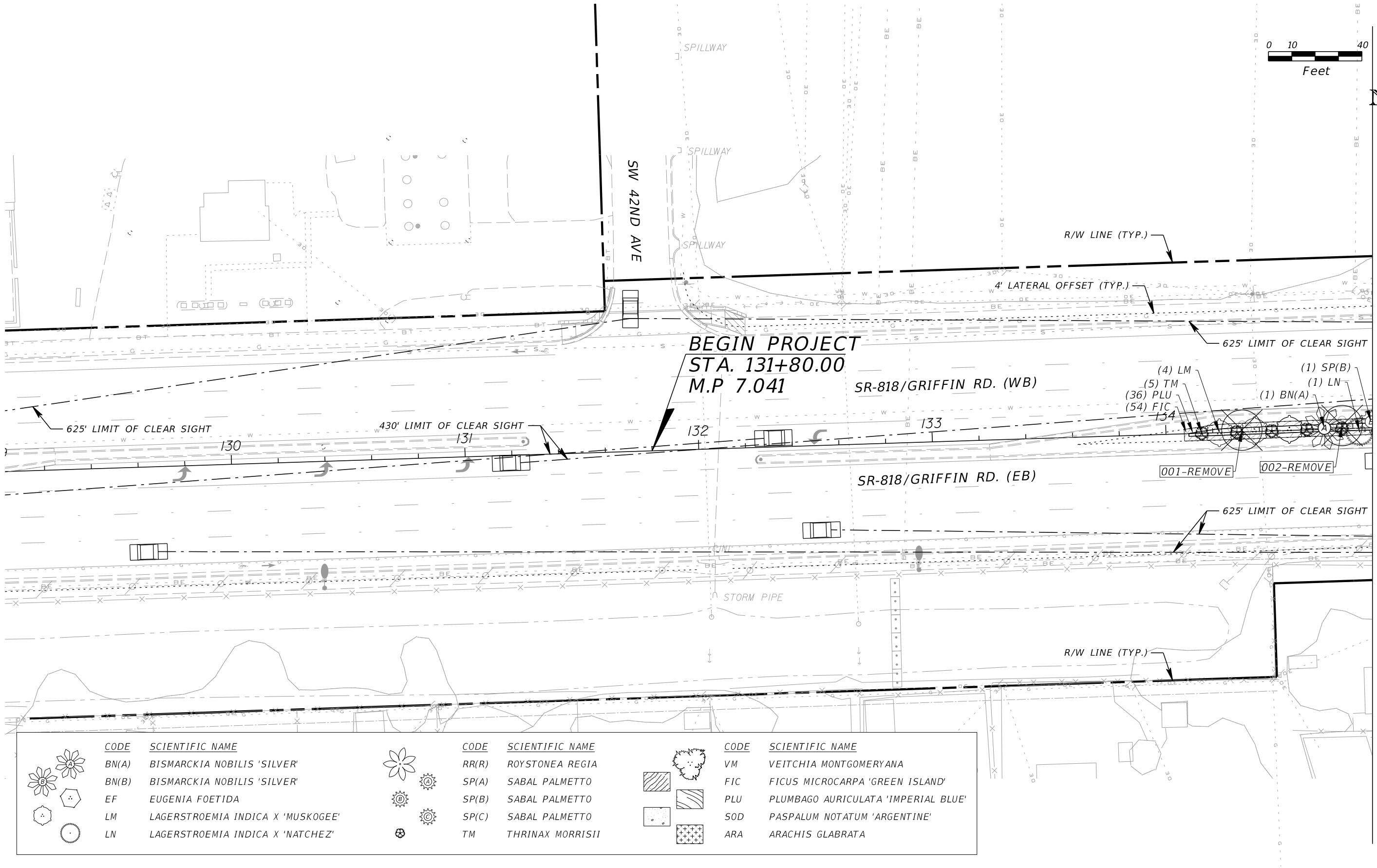


REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-2
					SR 818	BROWARD	437903-2-52-01		

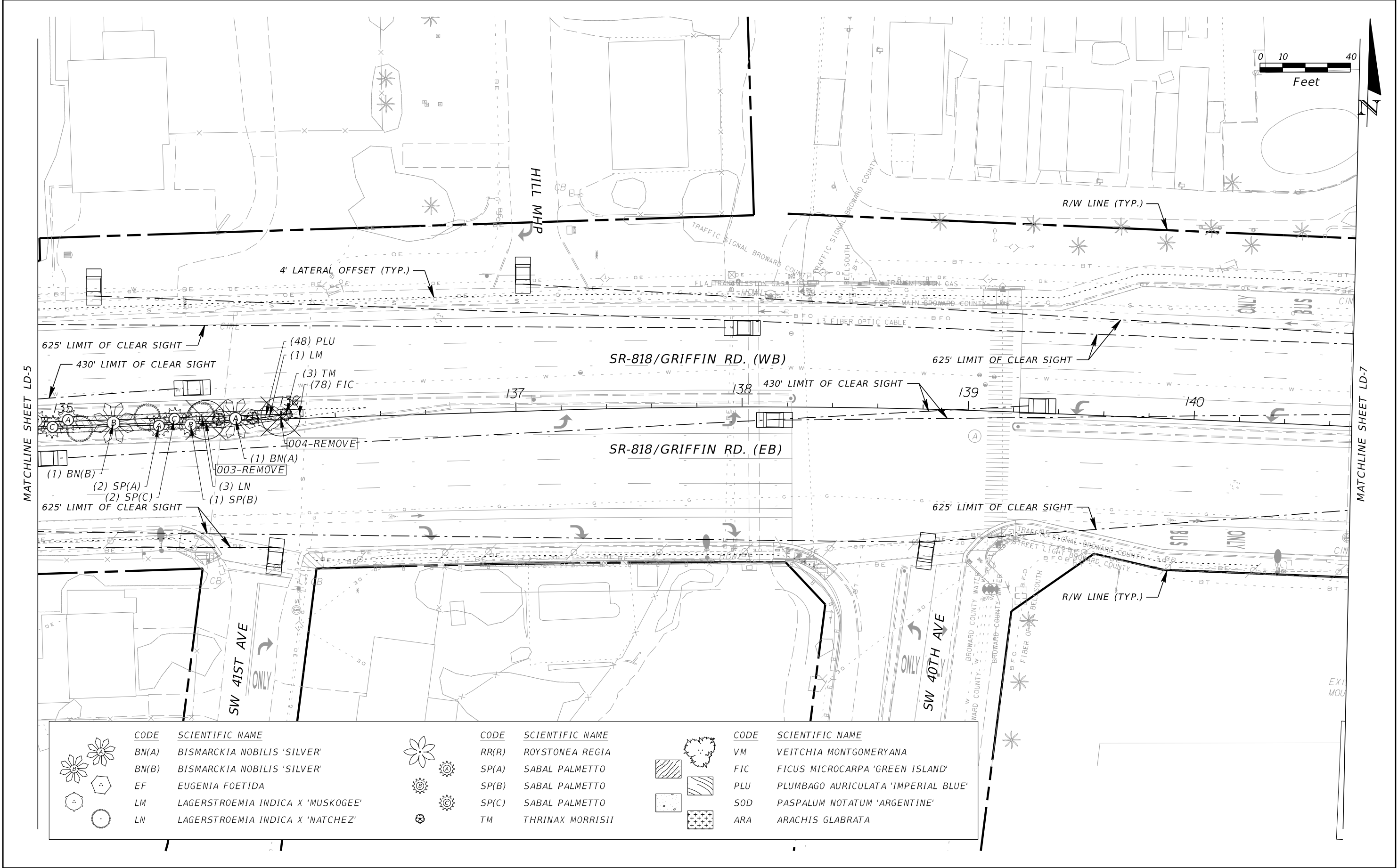
TREE DISPOSITION CHART													
*DESIGN VARIANCE ACCEPTANCE DATE: 00-00-0000								VERIFICATION DATE: 00-00-0000					
SHEET NUMBER	TREE NO.	SYMBOL	BOTANICAL NAME	COMMON NAME	DBH (IN.) FOR TREES/ CTH (FT.) FOR PALMS	HEIGHT (FT.) (APPROX.)	CANOPY SPREAD (FT.) (APPROX.)	LOCATION		CONDITION	DISPOSITION	NOTES	
								STATION	OFFSET / SIDE				
LD-5	001		SWIETENIA MAHAGONI	MAHOGANY		29	35			POOR	REMOVE	LINE PRUNED	
LD-5	002		SWIETENIA MAHAGONI	MAHOGANY		20	19			POOR	REMOVE	LINE PRUNED	
LD-6	003		SWIETENIA MAHAGONI	MAHOGANY		18	15			GOOD	REMOVE		
LD-6	004		SWIETENIA MAHAGONI	MAHOGANY		28	36			POOR	REMOVE	POOR STRUCTURE	
LD-7	005		TABEBUIA ROSEA	PINK TRUMPET		6	5			POOR	REMOVE		
LD-7	006		SWIETENIA MAHAGONI	MAHOGANY		26	34			POOR	REMOVE	LINE PRUNED	
LD-7	007		SWIETENIA MAHAGONI	MAHOGANY		15	15			GOOD	REMOVE		
LD-7	008		SWIETENIA MAHAGONI	MAHOGANY		28	32			FAIR	REMOVE		
LD-7	009		SWIETENIA MAHAGONI	MAHOGANY		26	26			FAIR	REMOVE		
LD-7	010		SWIETENIA MAHAGONI	MAHOGANY		27	30			FAIR	REMOVE		
LD-8	011		TABEBUIA ROSEA	PINK TRUMPET		15	4			POOR	REMOVE	POOR STRUCTURE	
LD-9	012		SWIETENIA MAHAGONI	MAHOGANY		20	13			POOR	REMOVE	POOR STRUCTURE	
LD-9	013		SWIETENIA MAHAGONI	MAHOGANY		18	20			POOR	REMOVE	POOR STRUCTURE	
LD-9	014		SWIETENIA MAHAGONI	MAHOGANY		24	16			POOR	REMOVE	POOR STRUCTURE	
LD-9	015		SWIETENIA MAHAGONI	MAHOGANY		28	34			FAIR	REMOVE	POOR STRUCTURE	
LD-9	016		SWIETENIA MAHAGONI	MAHOGANY		30	37			FAIR	REMOVE	POOR STRUCTURE	
LD-9	017		SWIETENIA MAHAGONI	MAHOGANY		20	18			FAIR	REMOVE	POOR STRUCTURE	
LD-9	018		SWIETENIA MAHAGONI	MAHOGANY		32	39			FAIR	REMOVE	POOR STRUCTURE	
LD-10	019		SWIETENIA MAHAGONI	MAHOGANY		30	32			FAIR	REMOVE	POOR STRUCTURE	
LD-11	020		SWIETENIA MAHAGONI	MAHOGANY		32	36			POOR	REMOVE		
LD-11	021		SWIETENIA MAHAGONI	MAHOGANY		32	42			FAIR	REMOVE		
LD-11	022		TABEBUIA ROSEA	PINK TRUMPET		12	10			POOR	REMOVE		
LD-13	023		SWIETENIA MAHAGONI	MAHOGANY		32	40			POOR	REMOVE		
LD-14	024		SWIETENIA MAHAGONI	MAHOGANY		30	39			POOR	REMOVE		
LD-14	025		TABEBUIA ROSEA	PINK TRUMPET		12	8			POOR	REMOVE		
LD-14	026		SWIETENIA MAHAGONI	MAHOGANY		39	35			POOR	REMOVE		
LD-14	027		SWIETENIA MAHAGONI	MAHOGANY		38	30			FAIR	REMOVE		
LD-14	028		SWIETENIA MAHAGONI	MAHOGANY		40	58			POOR	REMOVE		
LD-14	029		SWIETENIA MAHAGONI	MAHOGANY		28	35			POOR	REMOVE		
LD-15	030		SWIETENIA MAHAGONI	MAHOGANY		38	50			POOR	REMOVE		
LD-15	031		SWIETENIA MAHAGONI	MAHOGANY		36	21			POOR	REMOVE		
LD-17	032		CORDIA SEBESTENA	ORANGE GEIGER		12	15			POOR	REMOVE	POOR STRUCTURE	
LD-23	033		TABEBUIA ROSEA	PINK TRUMPET		18	15			FAIR	REMOVE		
LD-23	034		CORDIA SEBESTENA	ORANGE GEIGER		8	4			POOR	REMOVE		
LD-23	035		CORDIA SEBESTENA	ORANGE GEIGER		11	8			POOR	REMOVE		
LD-25	036		ROYSTONEA REGIA	ROYAL PALM		38				GOOD	RELOCATE		
LD-25	037		ROYSTONEA REGIA	ROYAL PALM		36				GOOD	REMAIN		
LD-25	038		ROYSTONEA REGIA	ROYAL PALM		35				GOOD	REMAIN		
LD-25	039		ROYSTONEA REGIA	ROYAL PALM		37				GOOD	REMAIN		
LD-25	040		ROYSTONEA REGIA	ROYAL PALM		38				GOOD	REMAIN		
LD-25	041		ROYSTONEA REGIA	ROYAL PALM		30				GOOD	REMAIN		
LD-26	042		ROYSTONEA REGIA	ROYAL PALM		35				GOOD	REMAIN		
LD-26	043		ROYSTONEA REGIA	ROYAL PALM		39				GOOD	REMAIN		
LD-26	044		ROYSTONEA REGIA	ROYAL PALM		34				GOOD	REMAIN		
LD-26	045		ROYSTONEA REGIA	ROYAL PALM		39				GOOD	REMAIN		
LD-27	046		ROYSTONEA REGIA	ROYAL PALM		38				GOOD	REMAIN		
LD-27	047		CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD		10	15			FAIR	REMOVE	MULTI - TRUNK	
LD-27	048		ROYSTONEA REGIA	ROYAL PALM		38				GOOD	REMAIN		
LD-27	049		ROYSTONEA REGIA	ROYAL PALM		38				GOOD	REMAIN		
LD-27	050		CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD		10	18			FAIR	REMOVE	MULTI - TRUNK	
REVISIONS					KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TREE DISPOSITION CHART		SHEET NO.
DATE	DESCRIPTION		DATE	DESCRIPTION				ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
								SR 818	BROWARD	437903-2-52-01			LD-3

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.001, F.A.C.

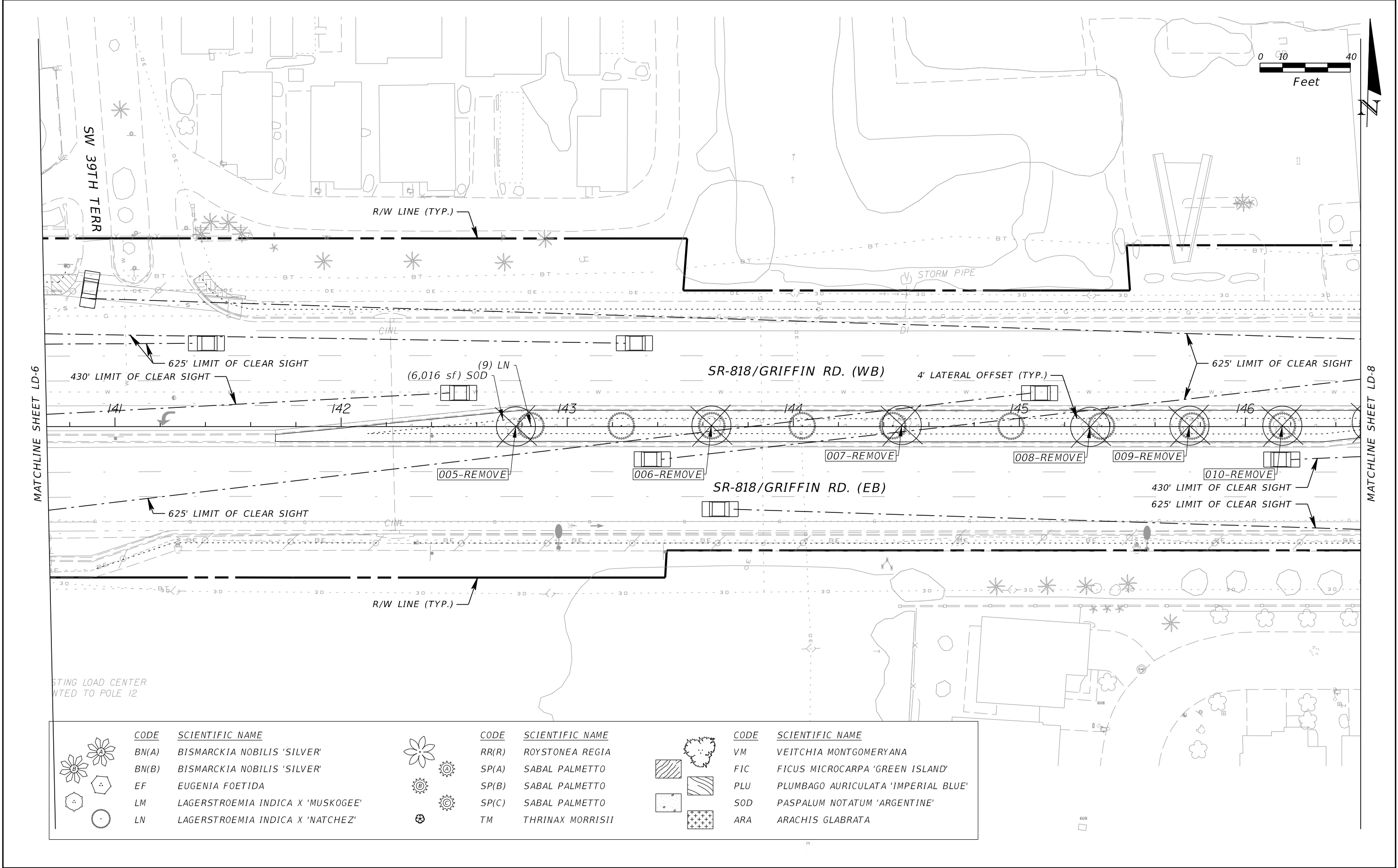
TREE DISPOSITION CHART														
*DESIGN VARIANCE ACCEPTANCE DATE: 00-00-0000								VERIFICATION DATE: 00-00-0000						
SHEET NUMBER	TREE NO.	SYMBOL	BOTANICAL NAME	COMMON NAME	DBH (IN.) FOR TREES/ CTH (FT.) FOR PALMS	HEIGHT (FT.) (APPROX.)	CANOPY SPREAD (FT.) (APPROX.)	LOCATION		CONDITION	DISPOSITION	NOTES		
								STATION	OFFSET/SIDE					
LD-27	051		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		7				GOOD	REMOVE			
LD-27	052		ROYSTONEA REGIA	ROYAL PALM		39				GOOD	REMAIN			
LD-27	053		SABAL PALMETTO	CABBAGE PALM		7				GOOD	REMOVE			
LD-27	054		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
LD-27	055		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
LD-27	056		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
LD-27	057		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
LD-27	058		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
LD-27	059		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
LD-27	060		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
LD-27	061		PTYCHOSPERMA ELEGANS	ALEXANDER PALM		18				GOOD	REMAIN			
REVISIONS					KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TREE DISPOSITION CHART		SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION				ROAD NO.	COUNTY	FINANCIAL PROJECT ID			LD-4	
								SR 818	BROWARD	437903-2-52-01				



REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-5
					SR 818	BROWARD	437903-2-52-01		

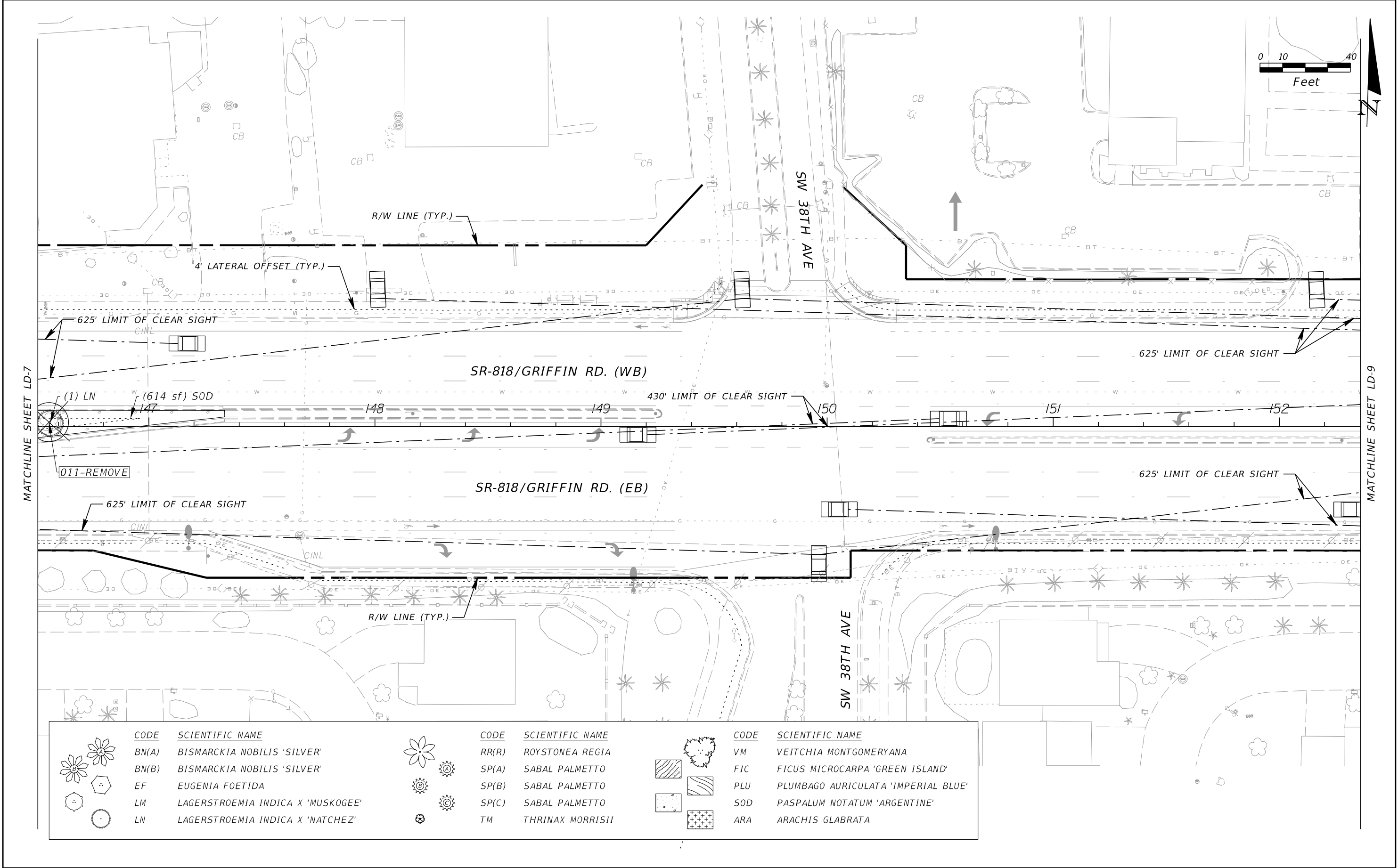


REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		

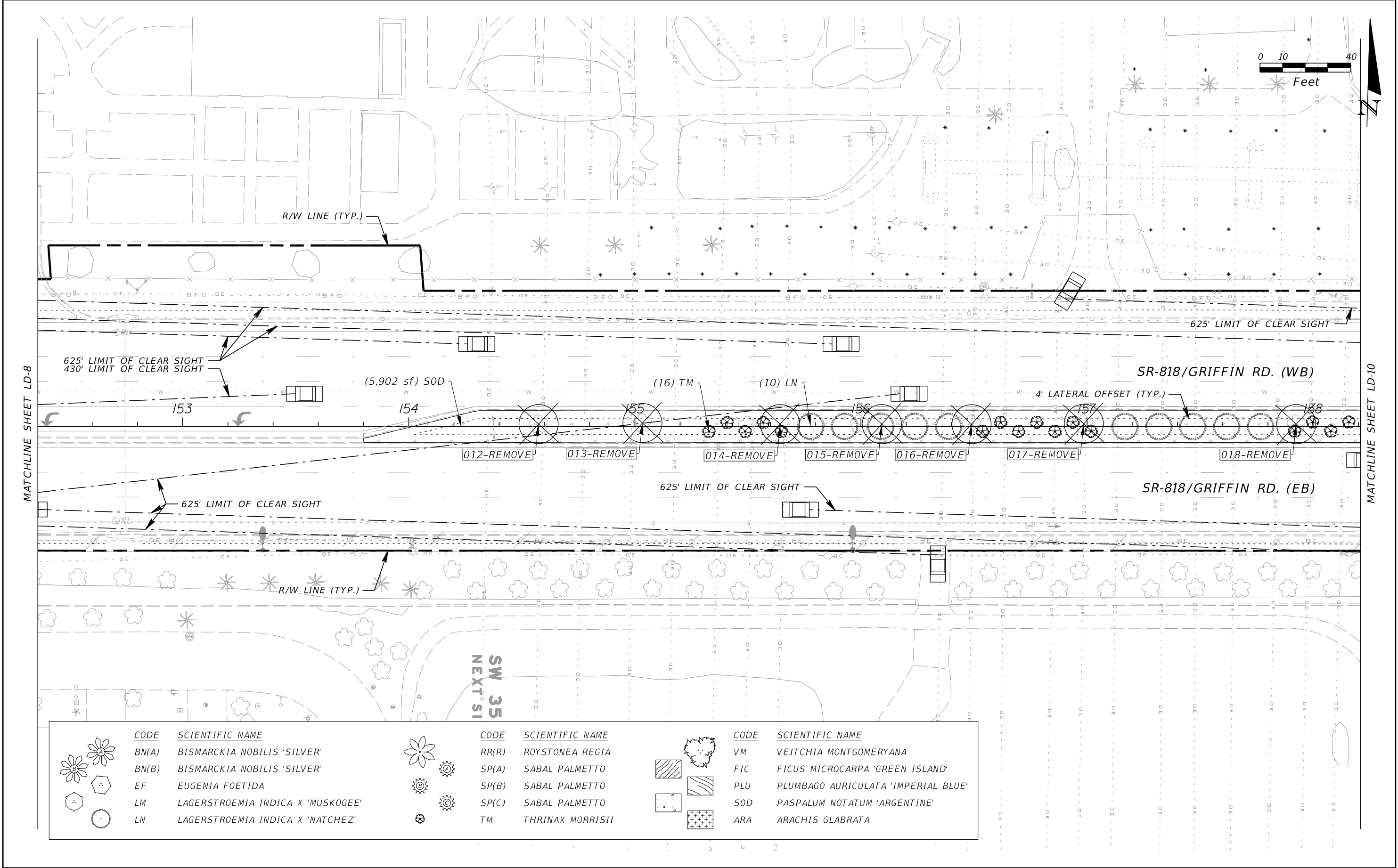


CODE	SCIENTIFIC NAME	CODE	SCIENTIFIC NAME	CODE	SCIENTIFIC NAME
BN(A)	BISMARCKIA NOBILIS 'SILVER'	RR(R)	ROYSTONEA REGIA	VM	VEITCHIA MONTGOMERYANA
BN(B)	BISMARCKIA NOBILIS 'SILVER'	SP(A)	SABAL PALMETTO	FIC	FICUS MICROCARPA 'GREEN ISLAND'
EF	EUGENIA FOETIDA	SP(B)	SABAL PALMETTO	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'
LM	LAGERSTROEMIA INDICA X 'MUSKOGEE'	SP(C)	SABAL PALMETTO	SOD	PASPALUM NOTATUM 'ARGENTINE'
LN	LAGERSTROEMIA INDICA X 'NATCHEZ'	TM	THRINAX MORRISII	ARA	ARACHIS GLABRATA

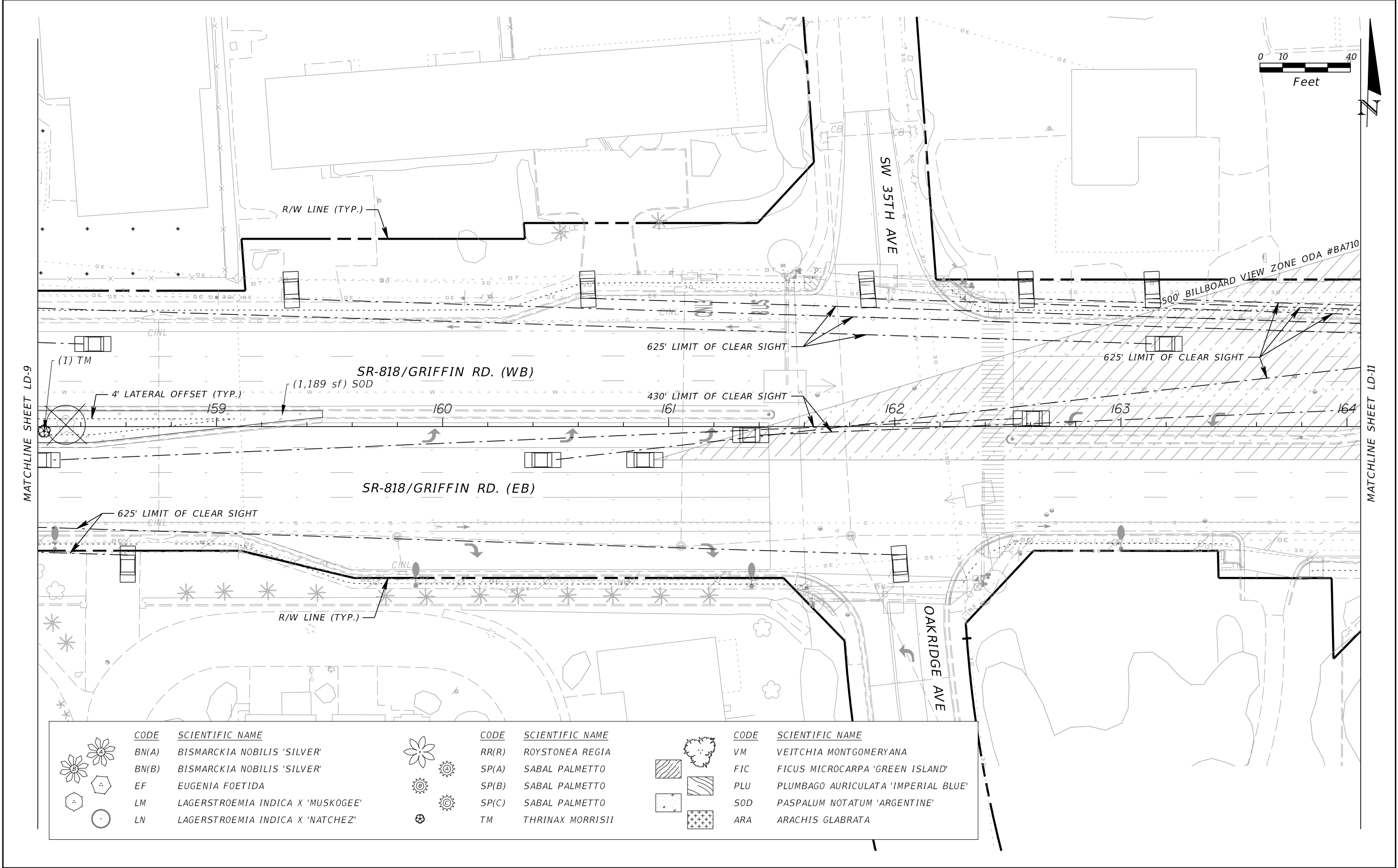
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-7
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



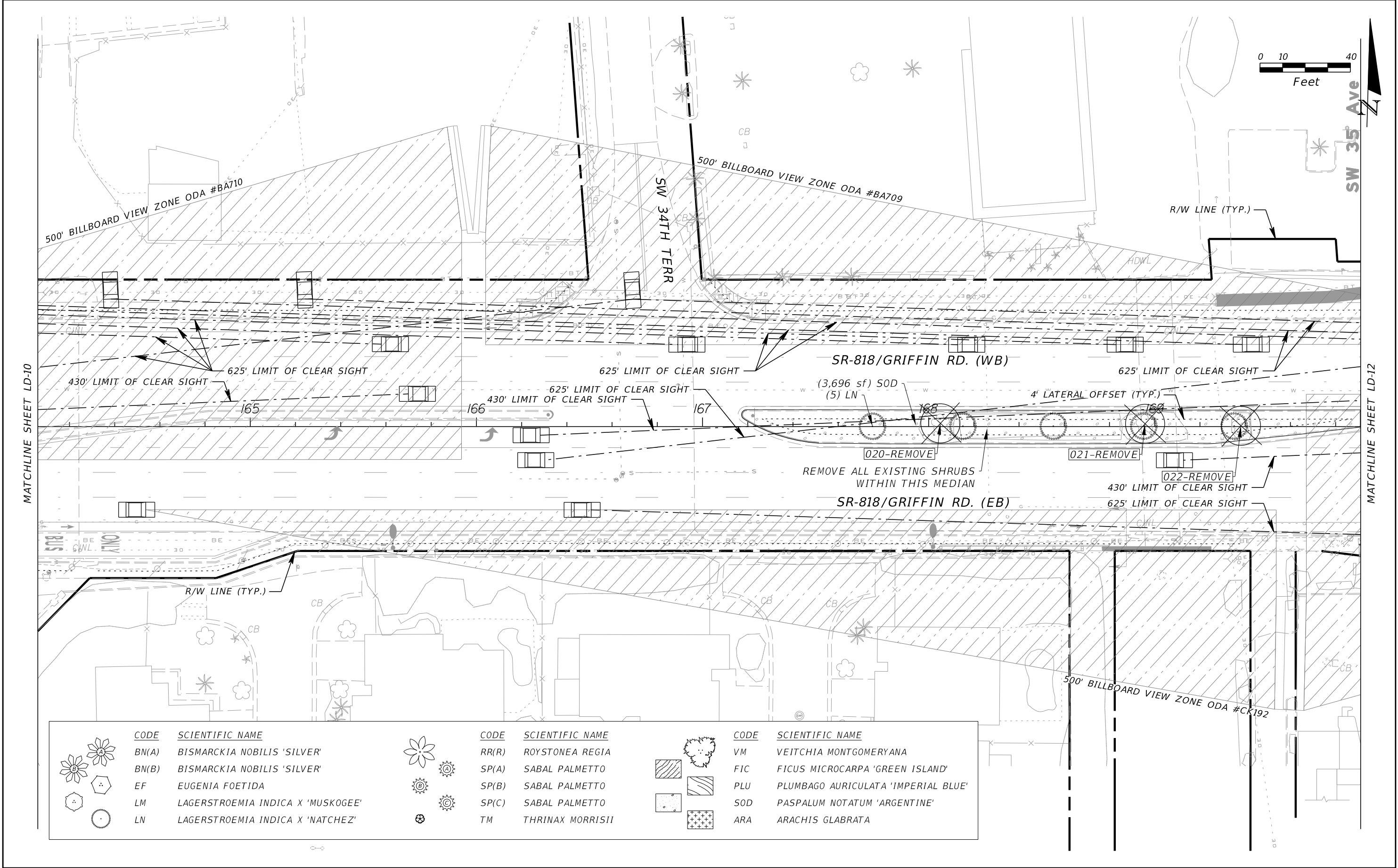
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		LD-8



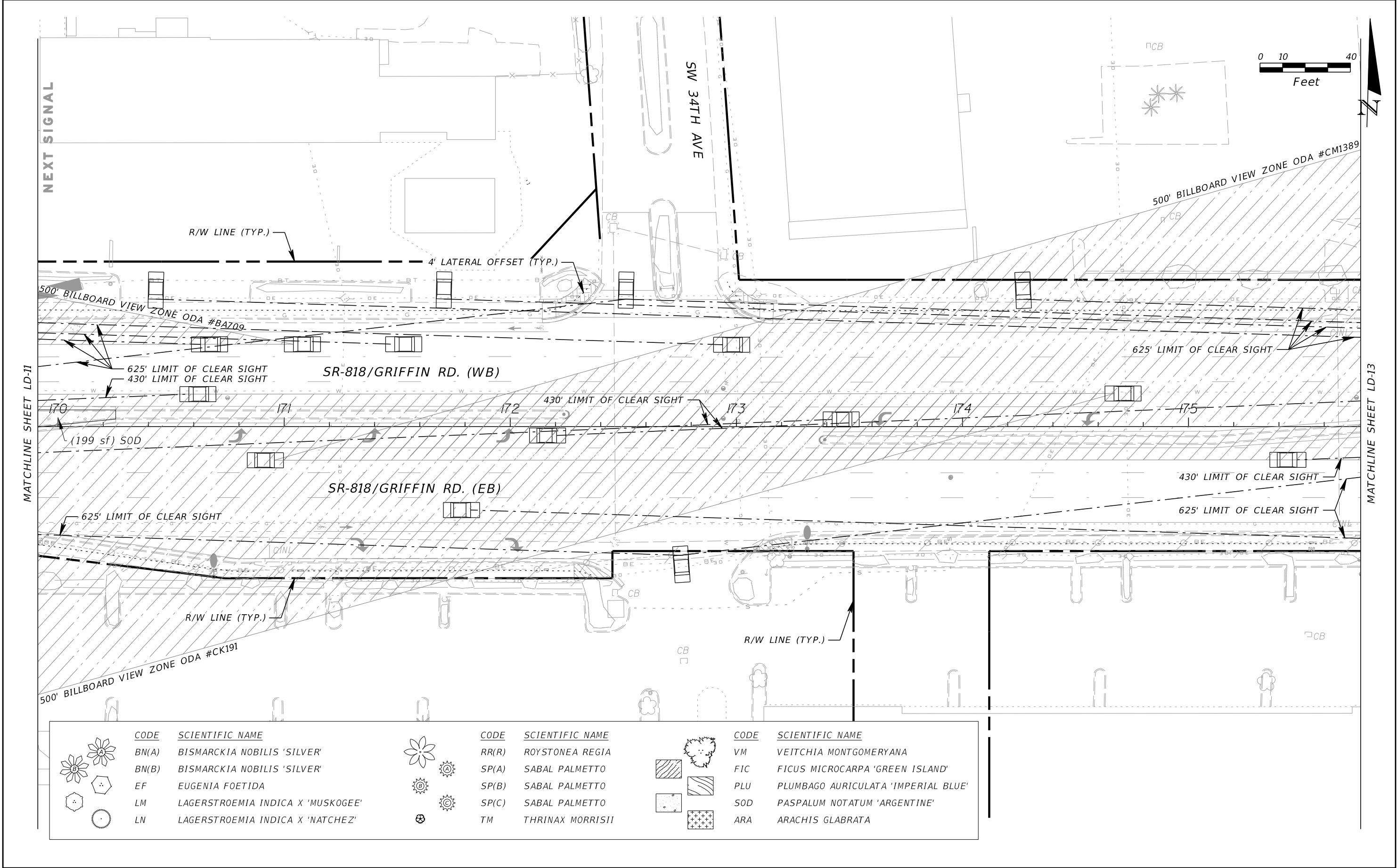
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		LD-9



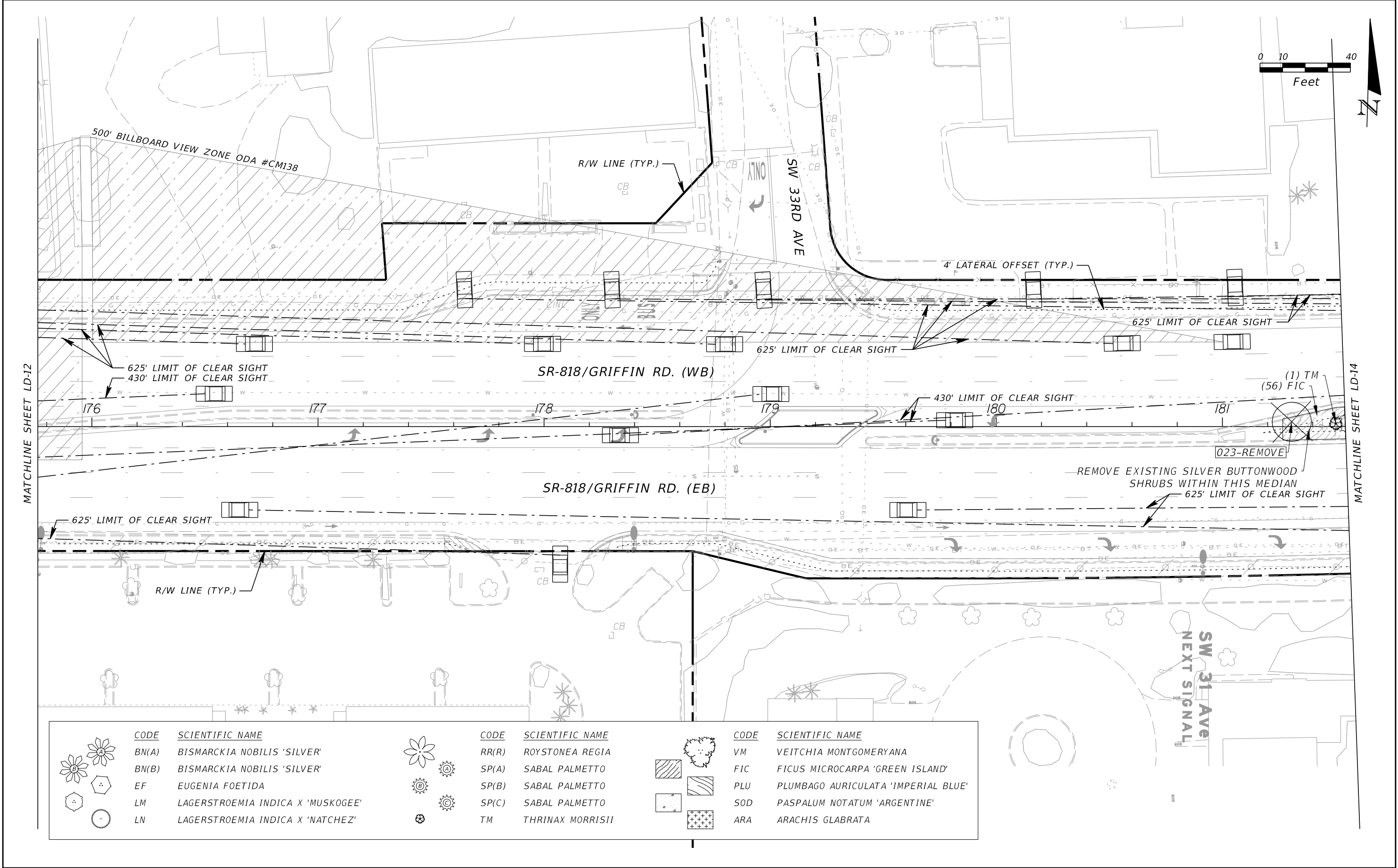
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-10
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



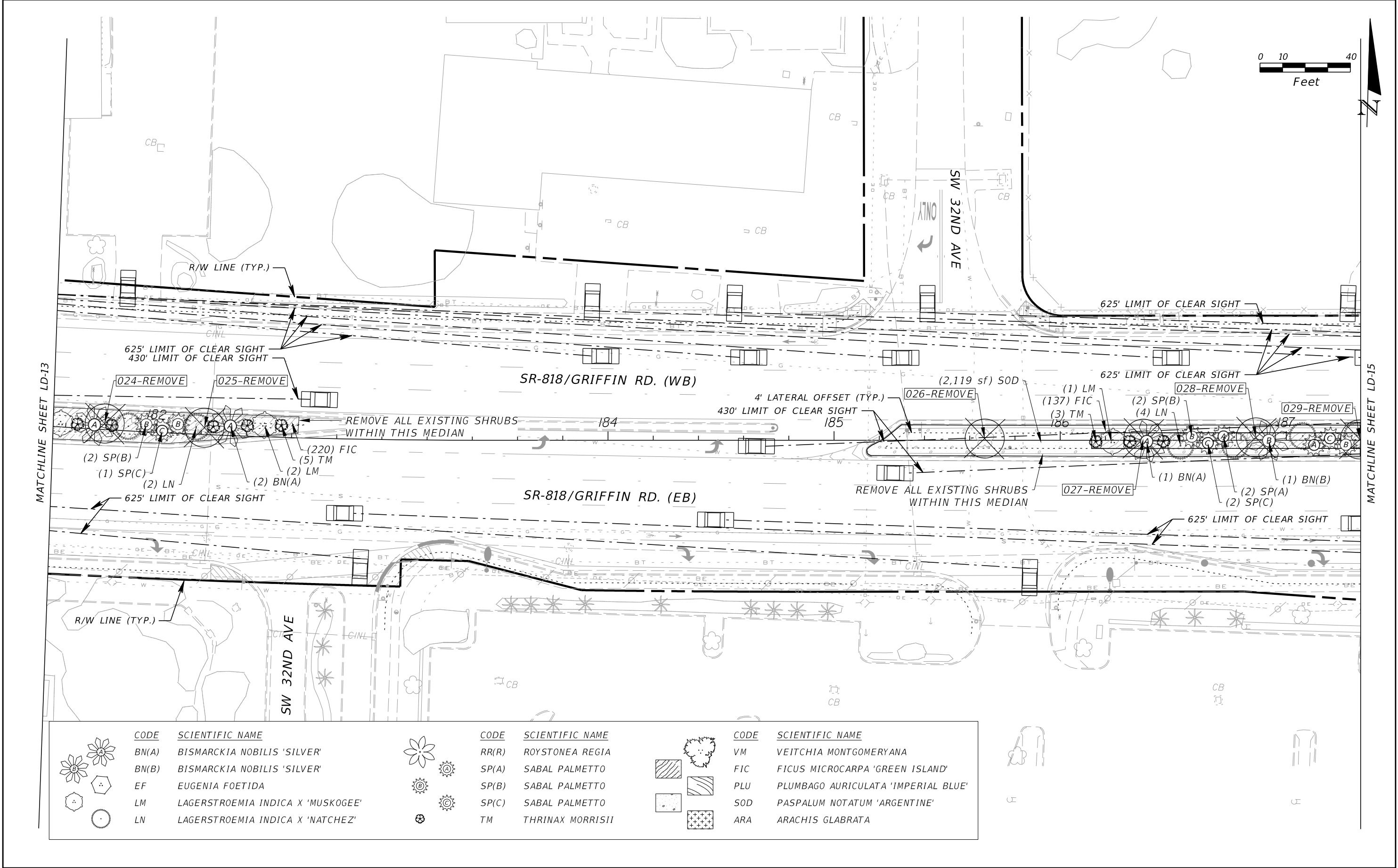
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-11
					SR 818	BROWARD	437903-2-52-01		



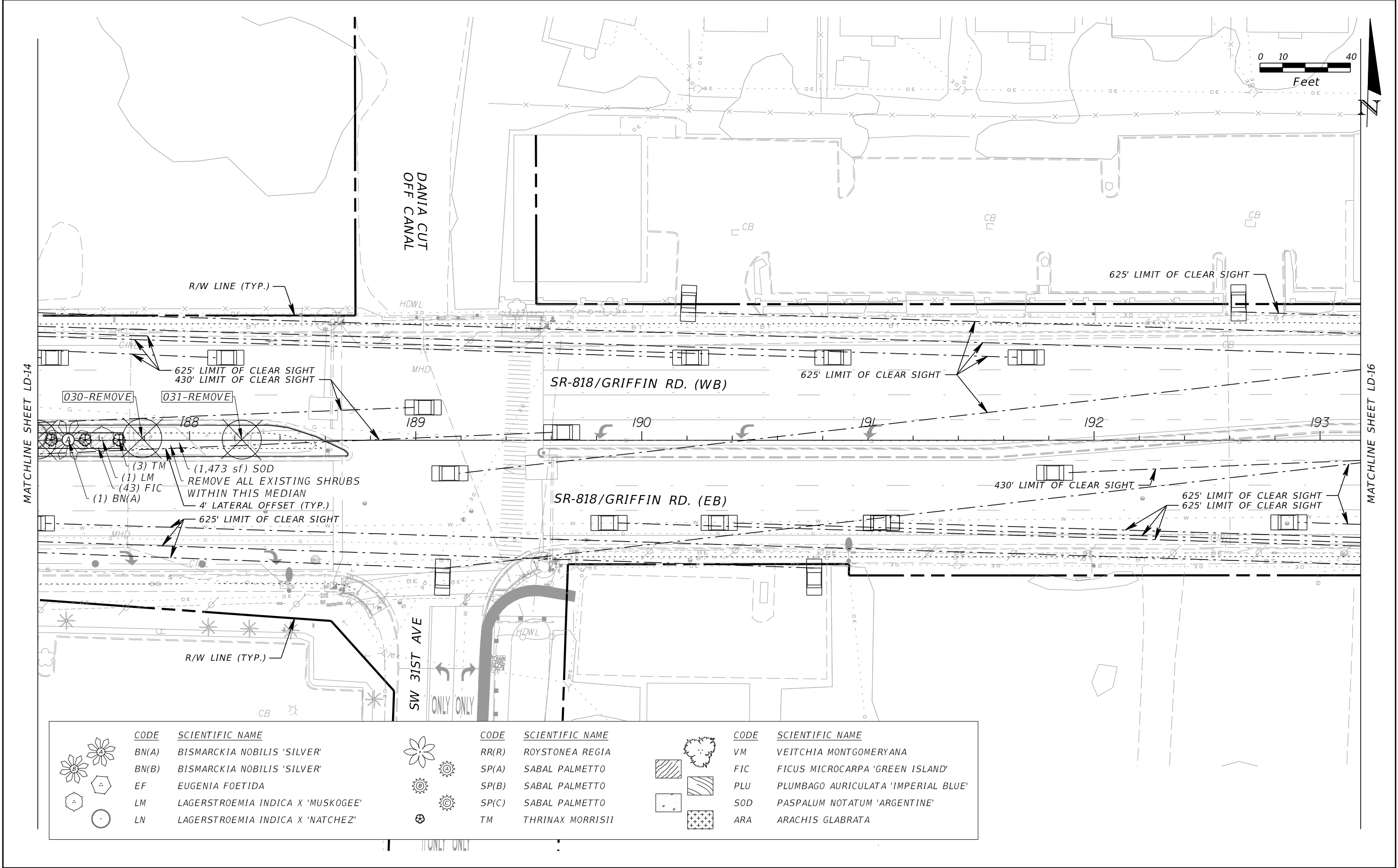
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-12
					SR 818	BROWARD	437903-2-52-01		



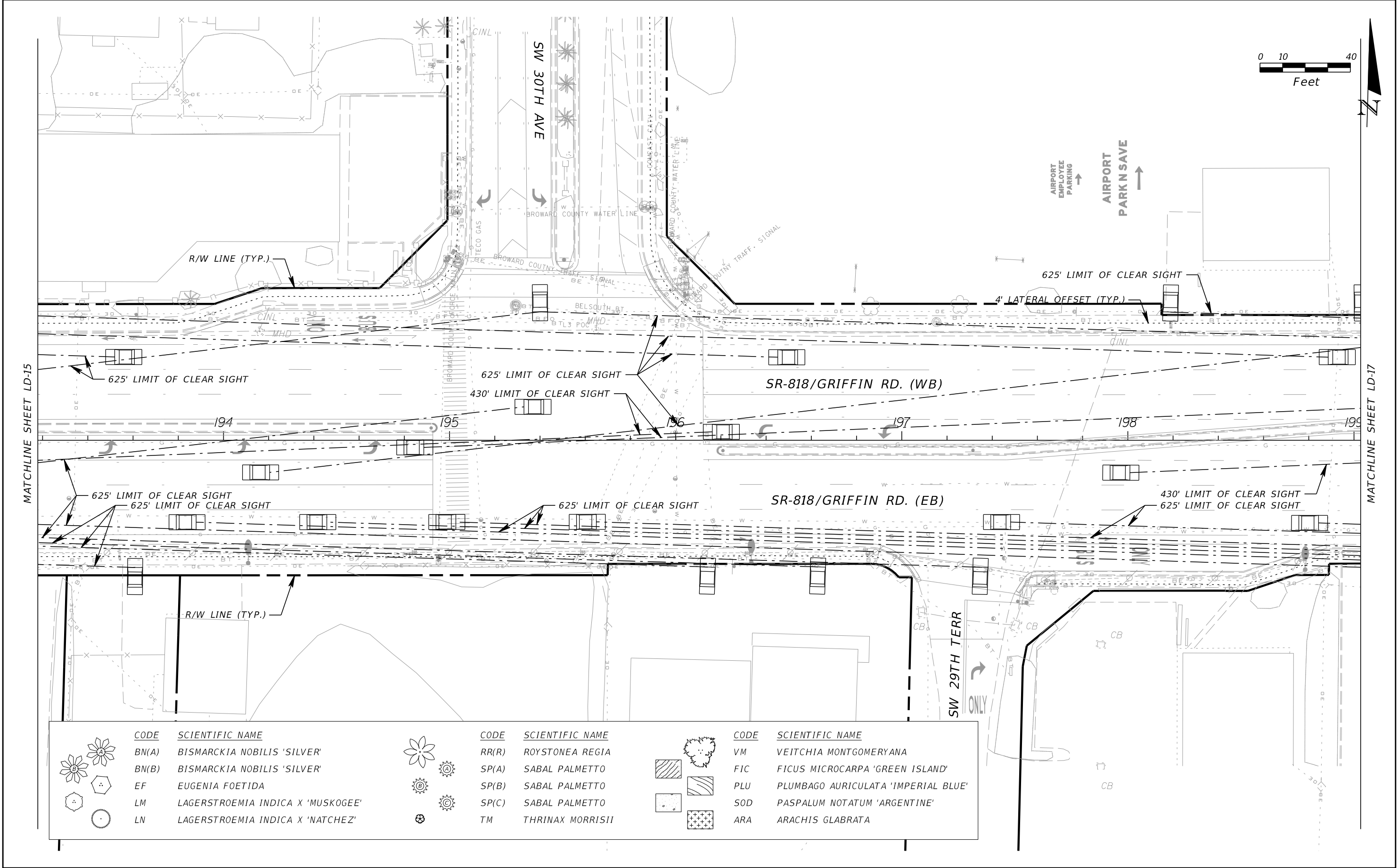
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



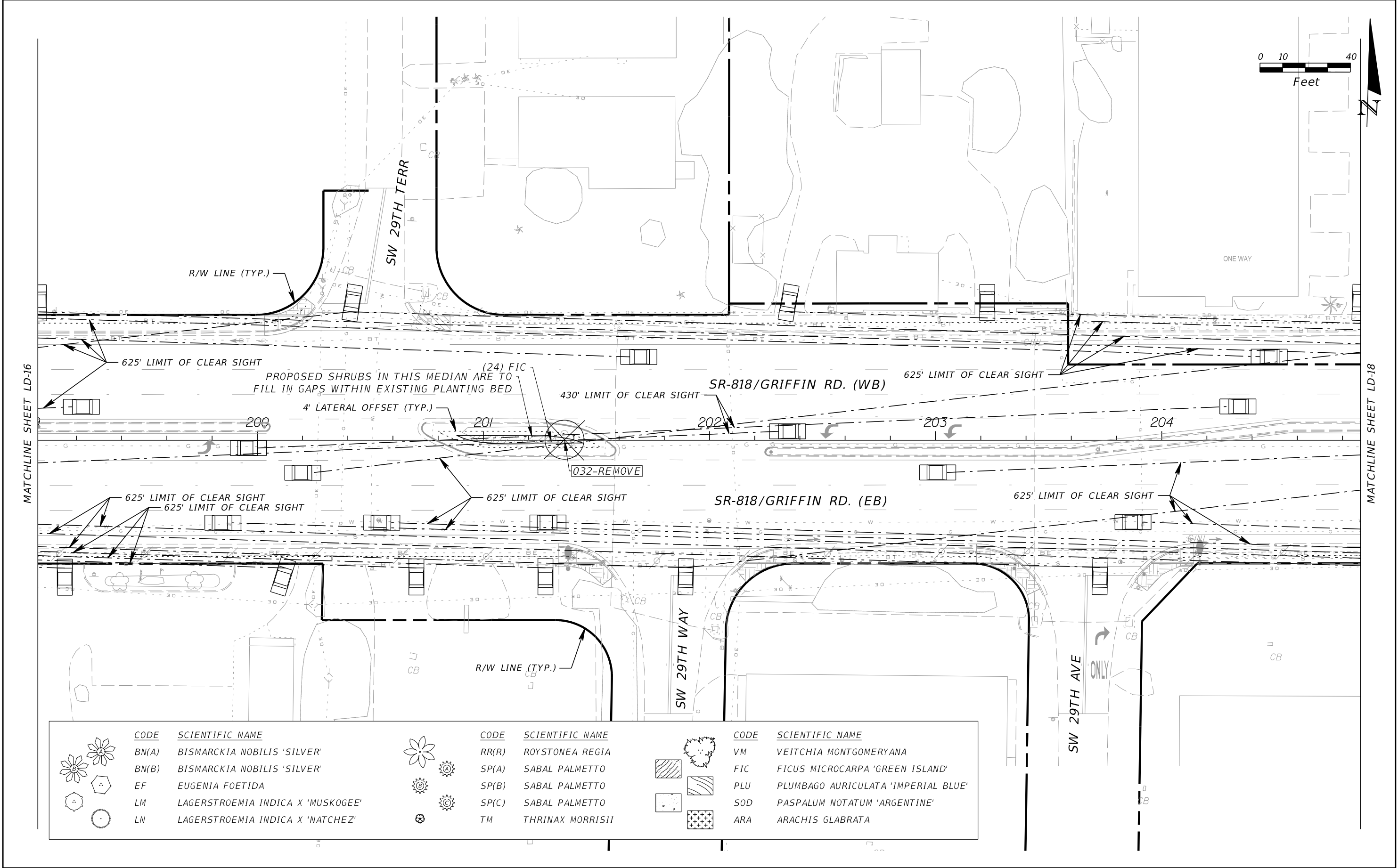
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		LD-14



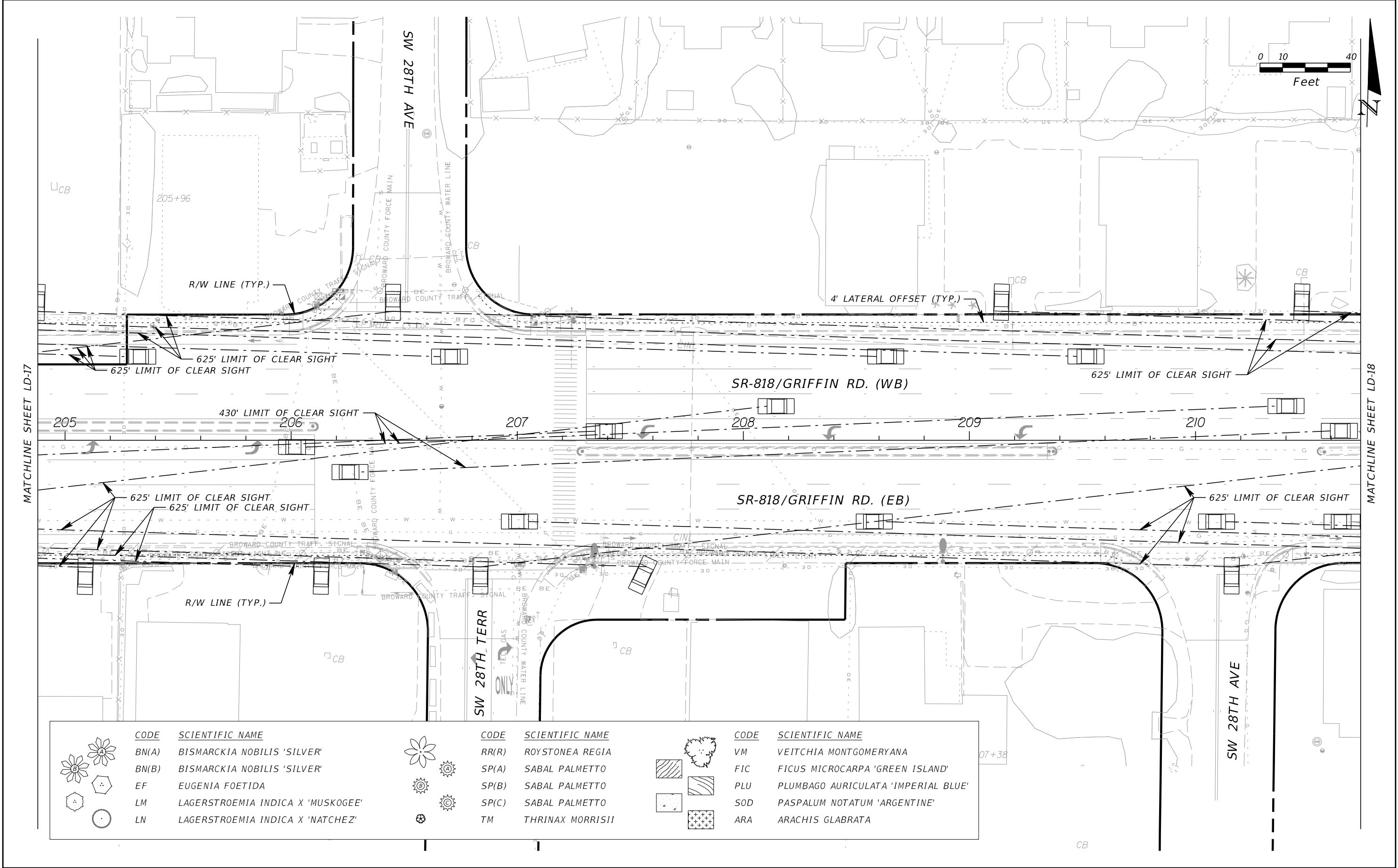
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



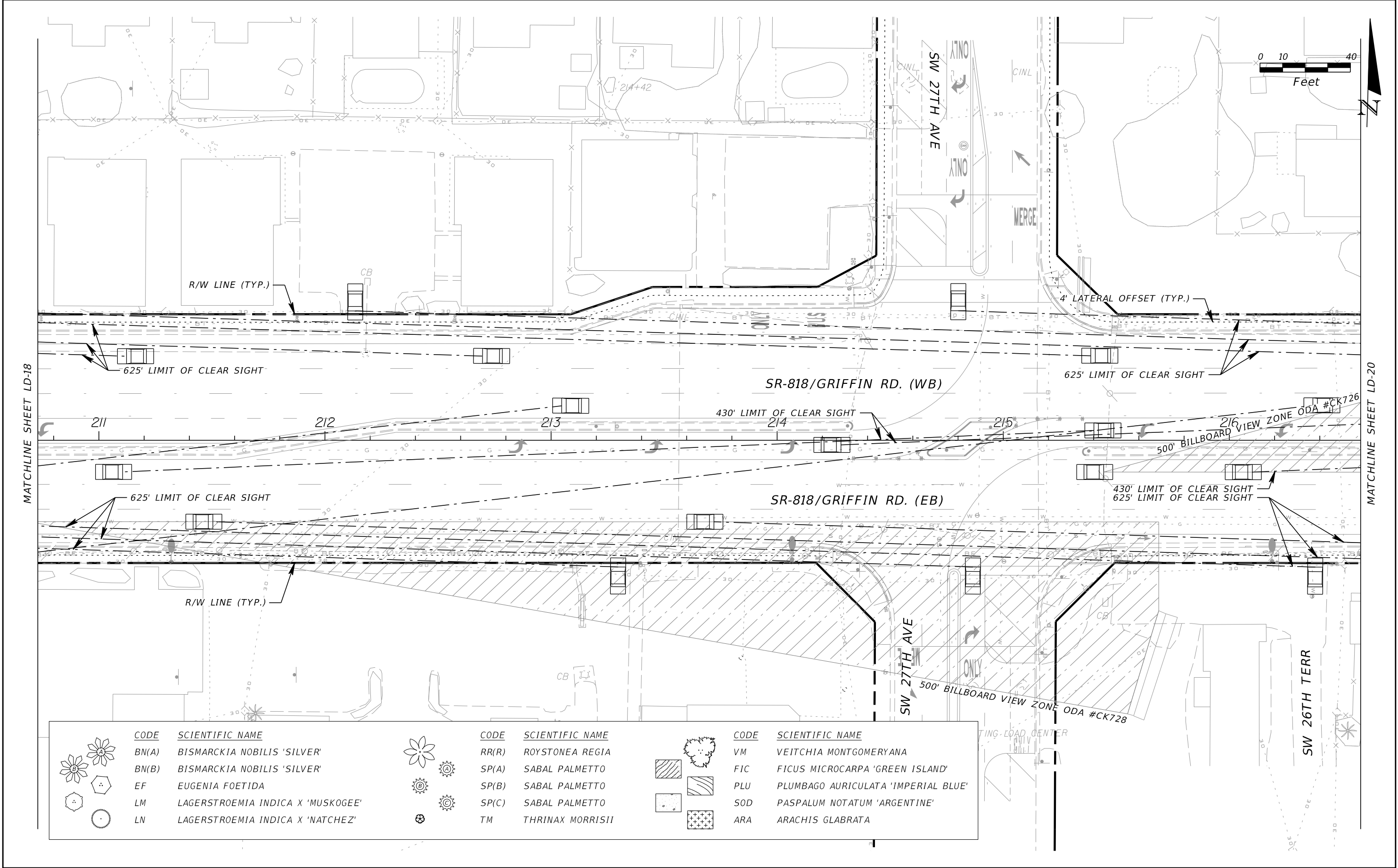
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-17
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		

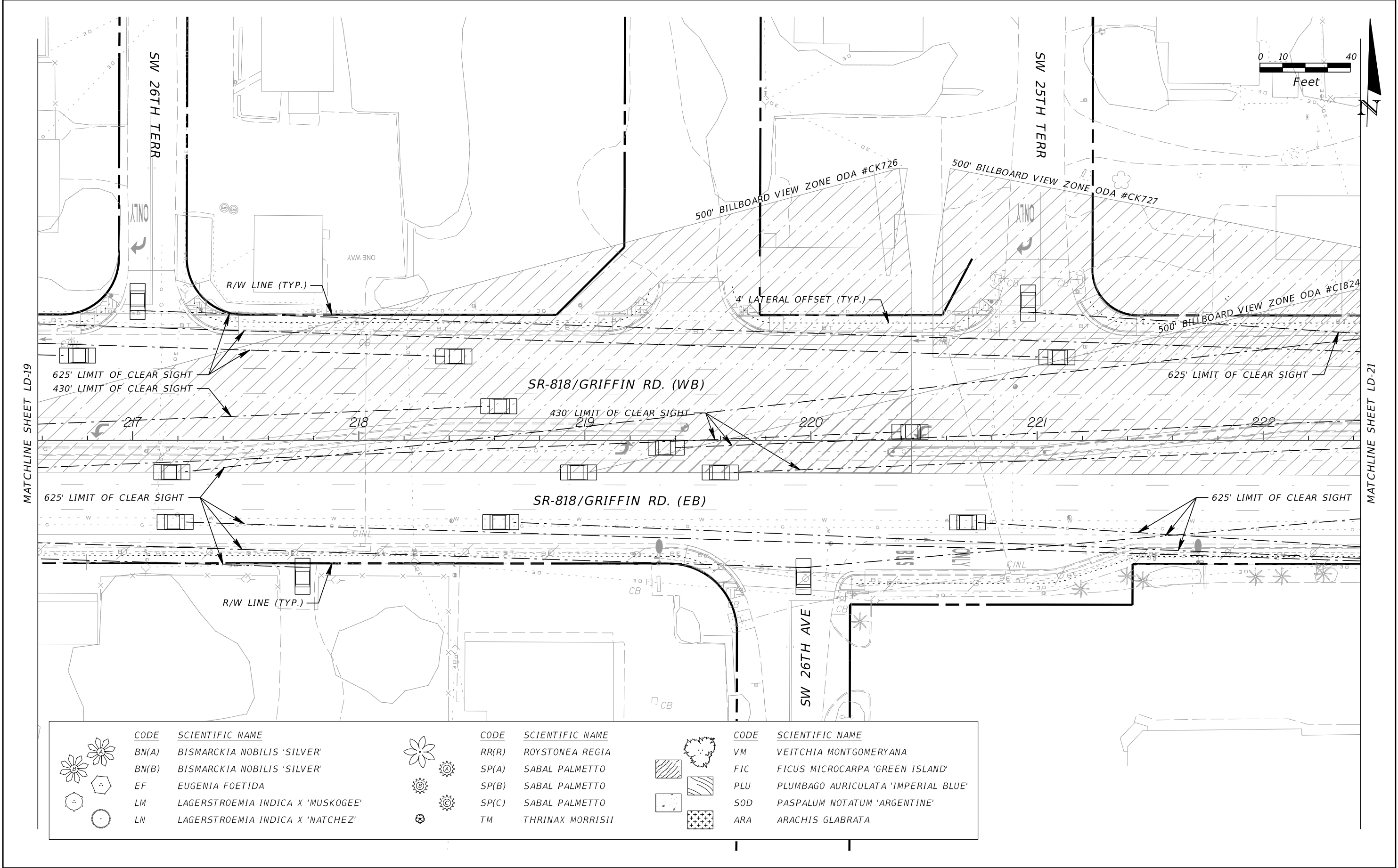


REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-18
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		

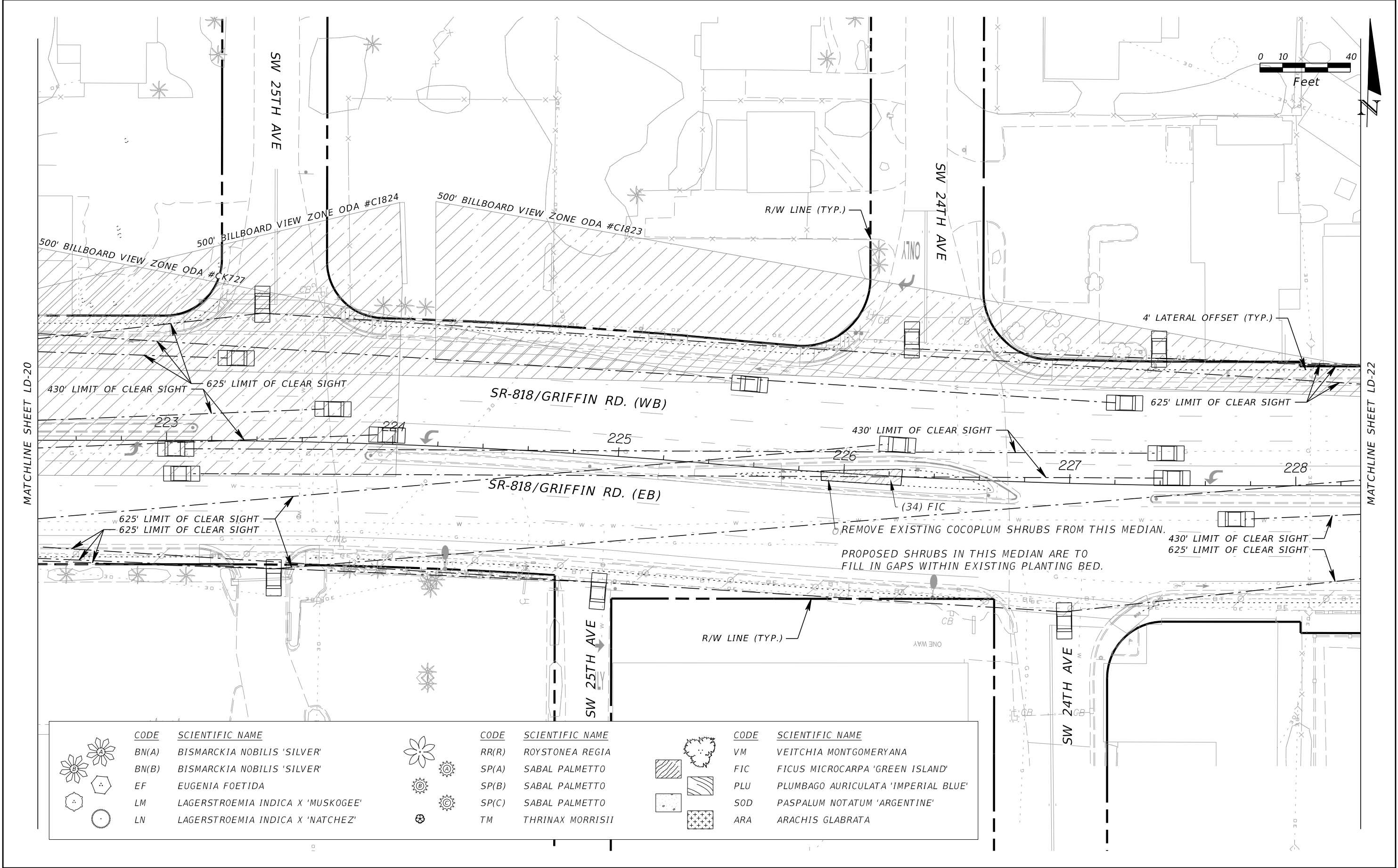


CODE	SCIENTIFIC NAME	CODE	SCIENTIFIC NAME	CODE	SCIENTIFIC NAME
BN(A)	BISMARCKIA NOBILIS 'SILVER'	RR(R)	ROYSTONEA REGIA	VM	VEITCHIA MONTGOMERYANA
BN(B)	BISMARCKIA NOBILIS 'SILVER'	SP(A)	SABAL PALMETTO	FIC	FICUS MICROCARPA 'GREEN ISLAND'
EF	EUGENIA FOETIDA	SP(B)	SABAL PALMETTO	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'
LM	LAGERSTROEMIA INDICA X 'MUSKOGEE'	SP(C)	SABAL PALMETTO	SOD	PASPALUM NOTATUM 'ARGENTINE'
LN	LAGERSTROEMIA INDICA X 'NATCHEZ'	TM	THRINAX MORRISII	ARA	ARACHIS GLABRATA

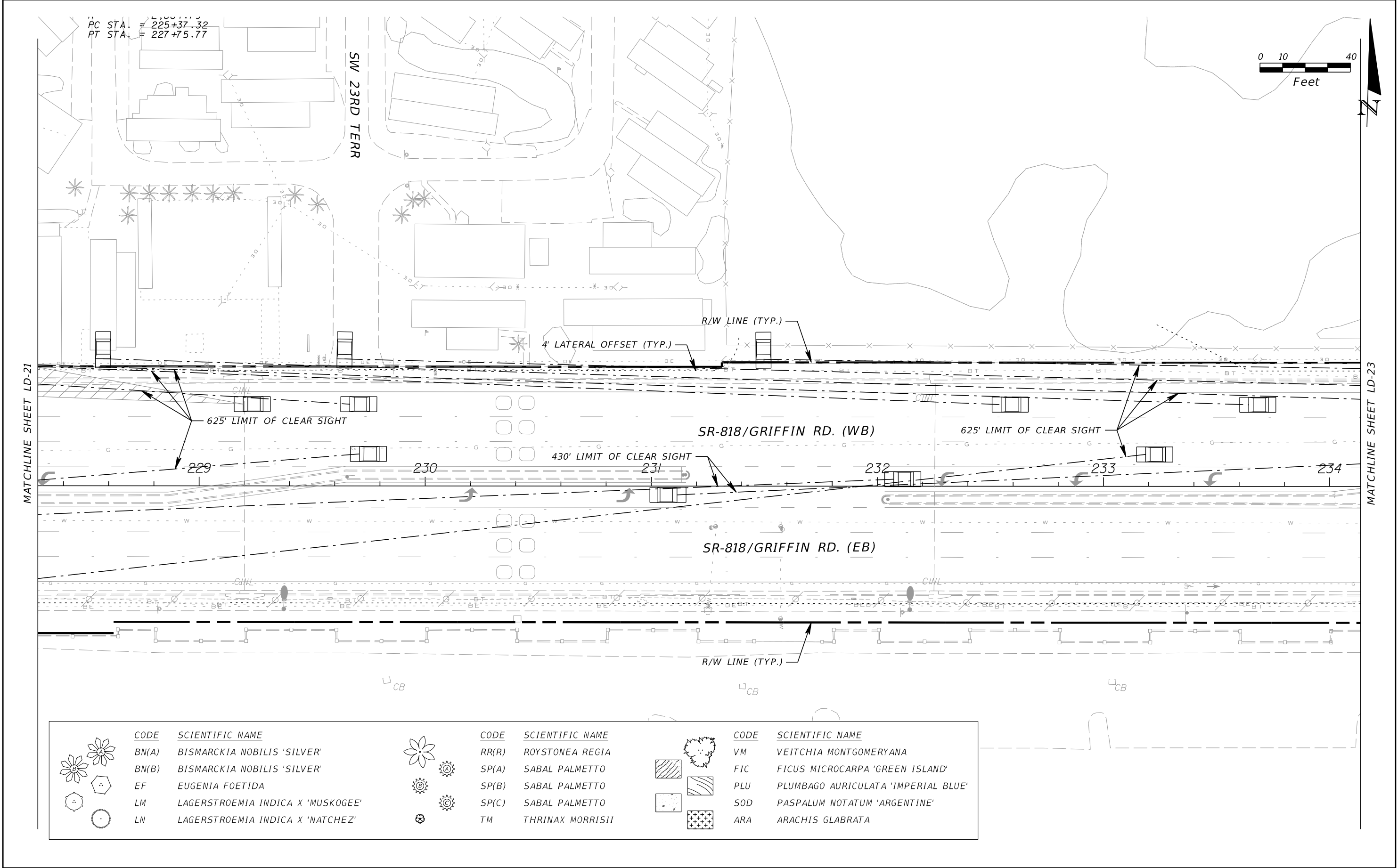
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-19
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



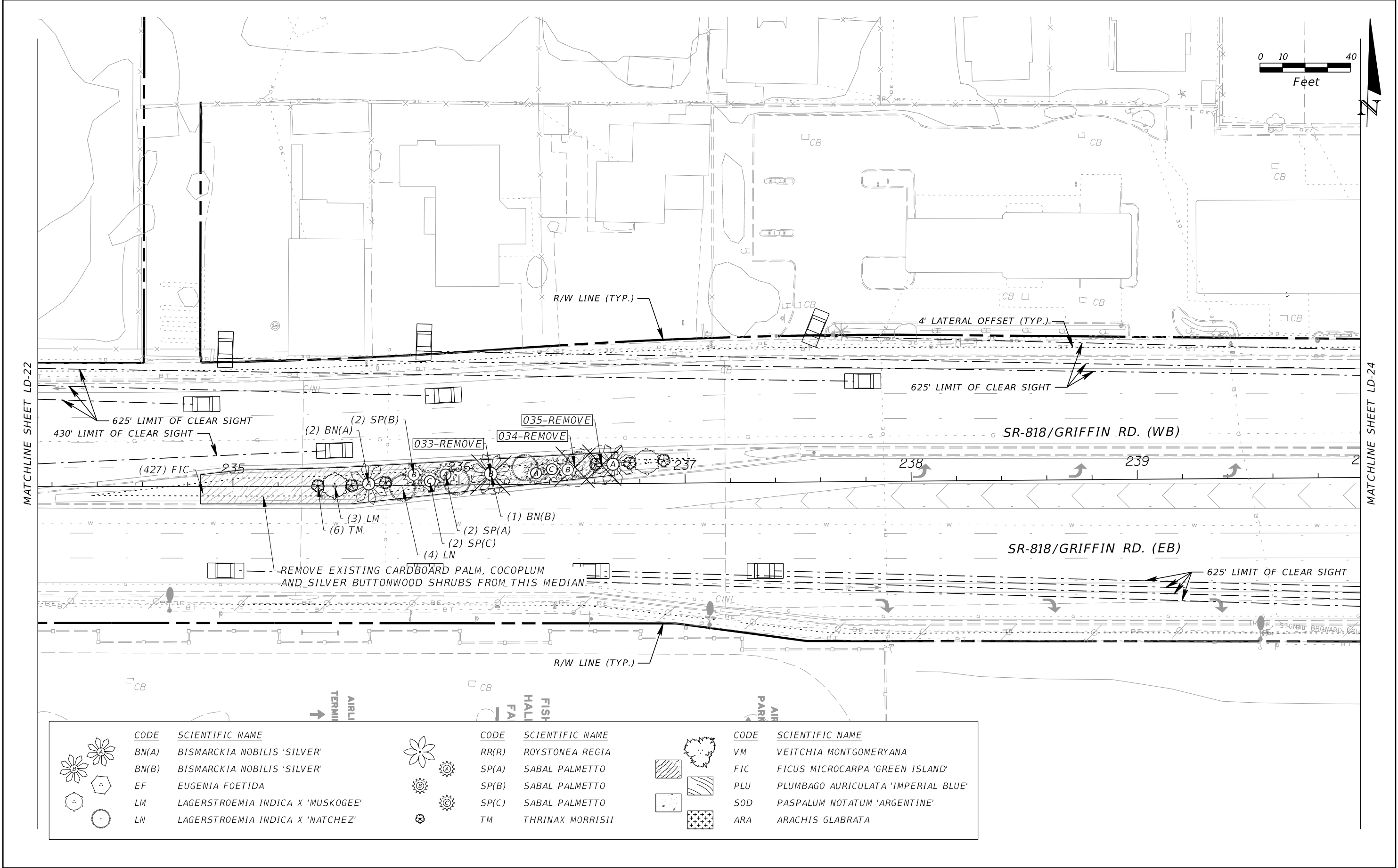
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-20
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



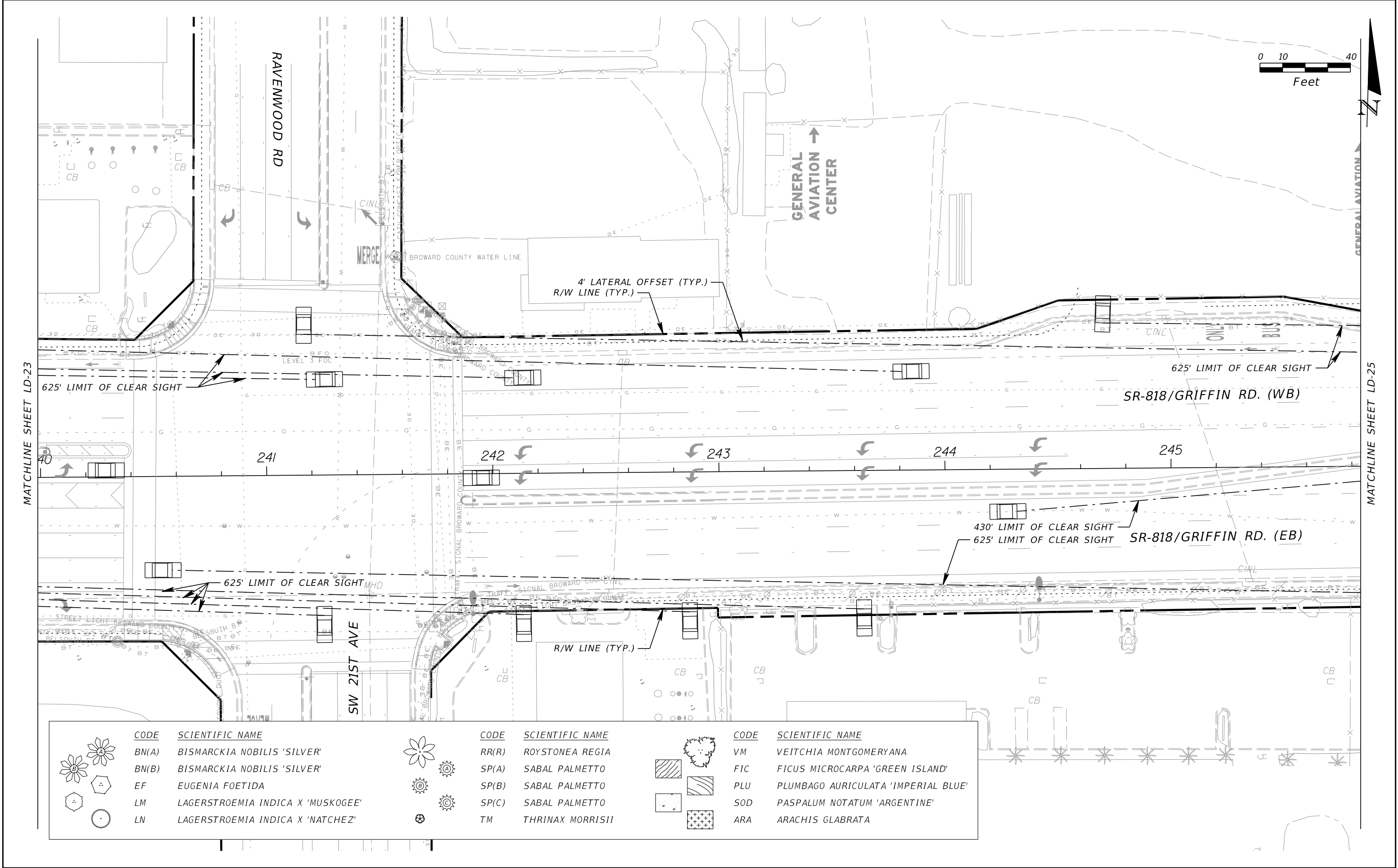
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-21
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



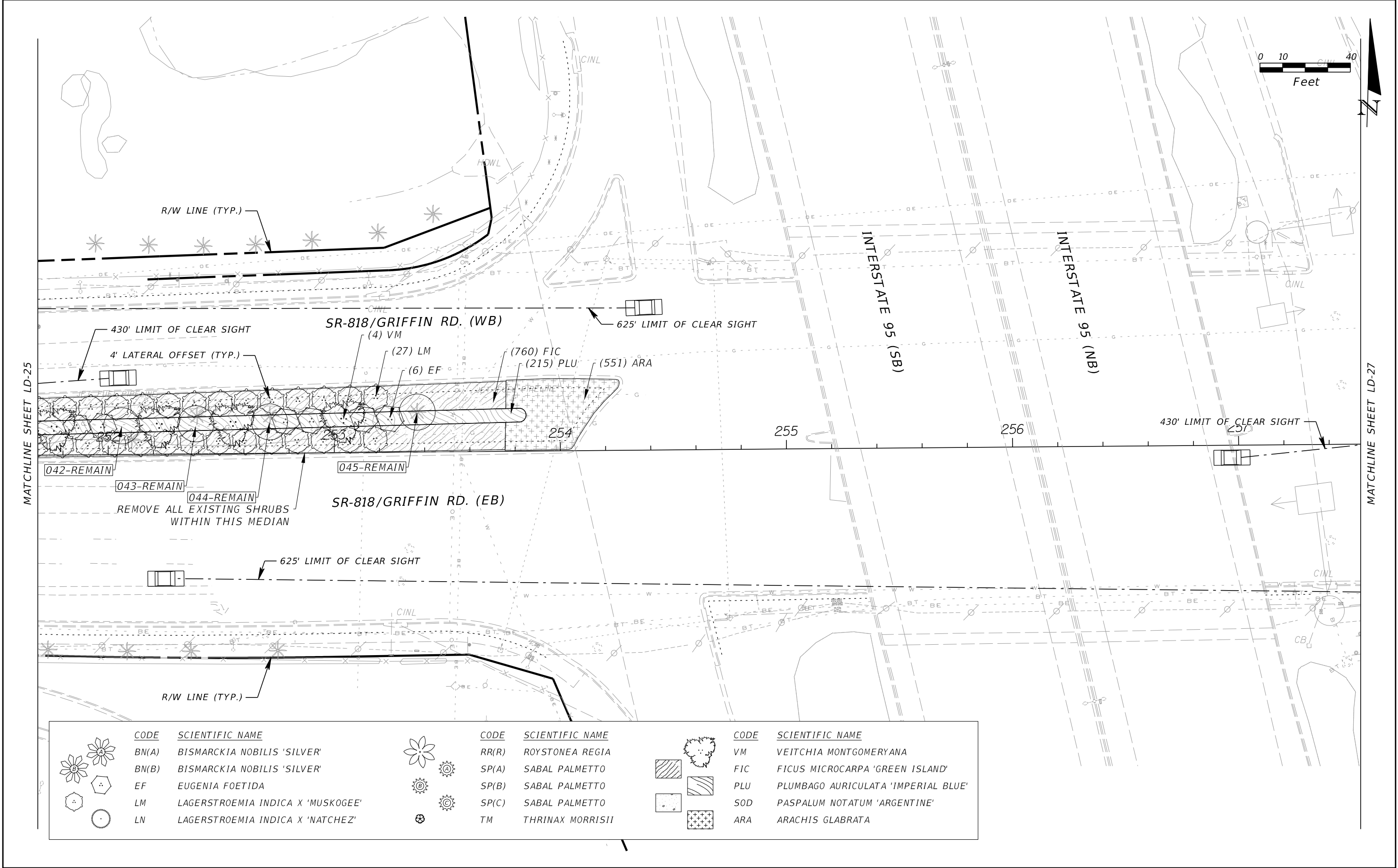
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		LD-22



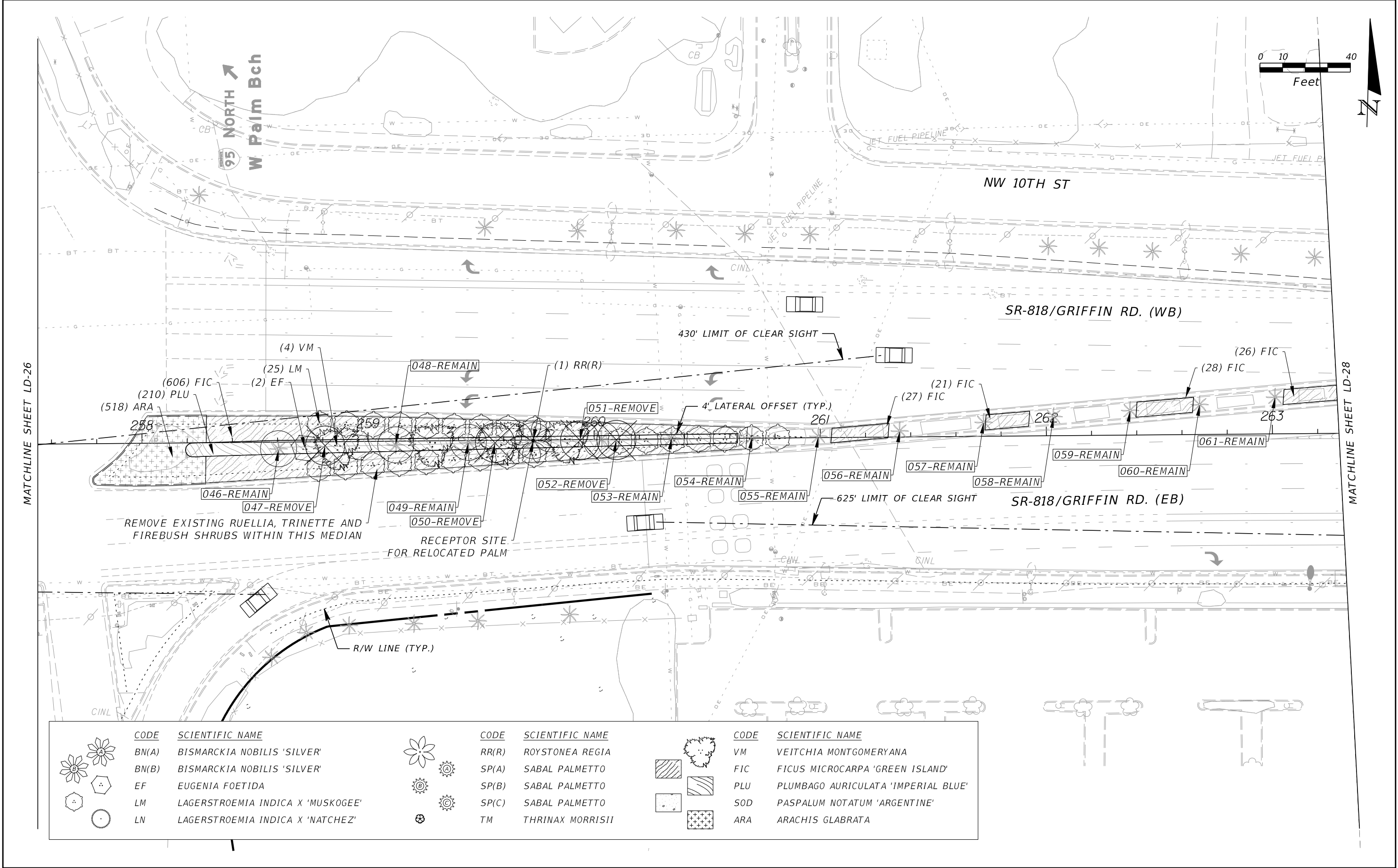
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-23
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



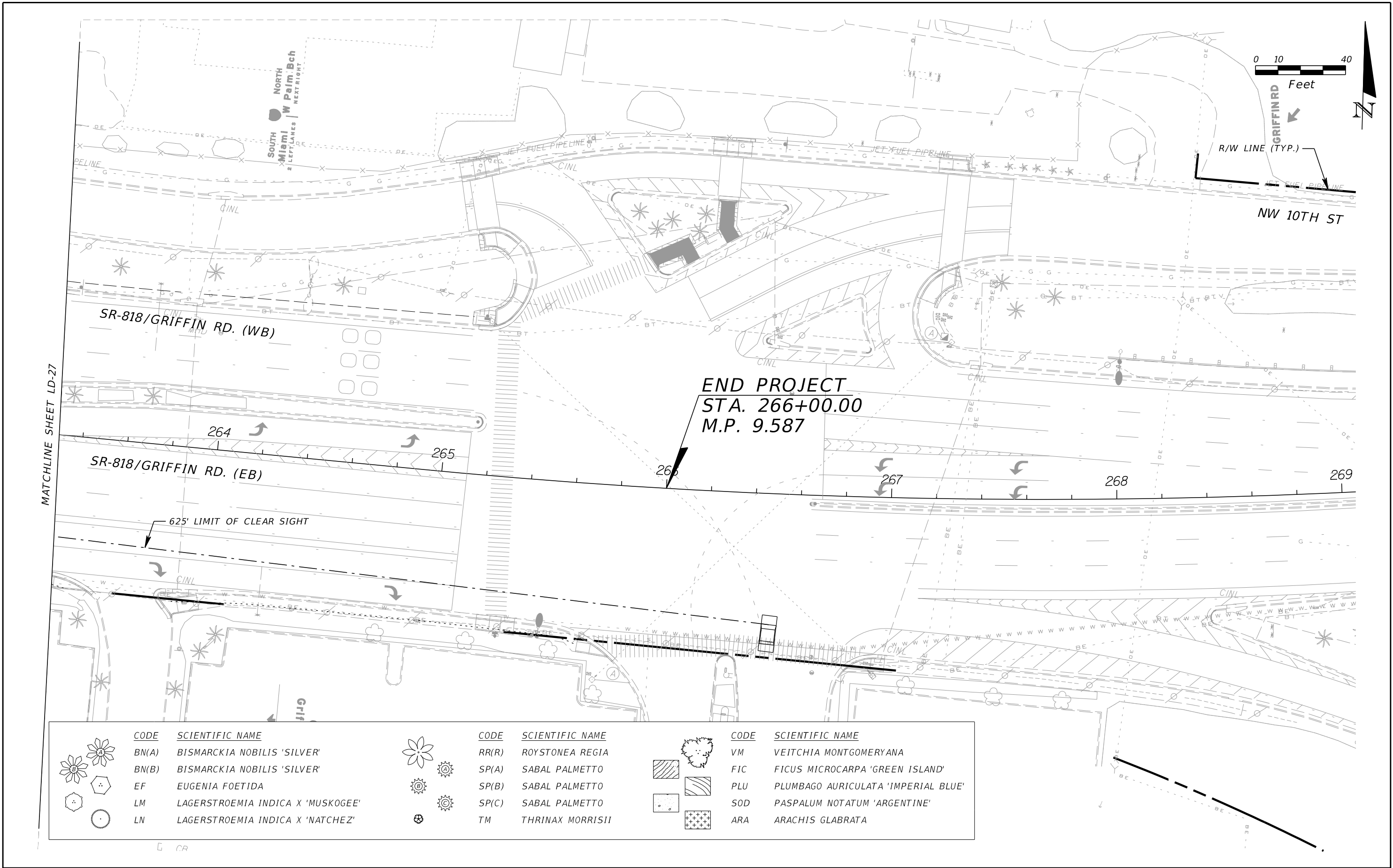
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-24
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		LD-26



REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN	SHEET NO. LD-27
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 818	BROWARD	437903-2-52-01		



LANDSCAPE TABULATION OF QUANTITIES / PLANT SCHEDULE																			
ITEM NO.	SYM	SCIENTIFIC NAME	COMMON NAME	MINIMUM INSTALLED SIZE SPECIFICATIONS	OC SPACING (IN)	CONTRACTOR REQUIRED PRUNING	UNIT	SHEET NUMBERS										TOTAL THIS SHEET	
								LD - 5		LD - 6		LD - 7		LD - 8		LD - 9			
								PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
		PLANT MATERIAL																	
5 A	ARA	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL , 4 IN HT X 12 IN SPR	18	4 - 8 INCH	EA												
6 C	BN(A)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	12 FT OA	AS SHOWN	NF	EA	1		1								2	
6 D	BN(B)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	20 FT OA	AS SHOWN	NF	EA			1								1	
50 C	EF	EUGENIA FOETIDA	SPANISH STOPPER	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR , MULTI , 3-5 CANES	AS SHOWN	NF	EA												
54 A	FIC	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	3 GAL , 12 IN HT X 12 IN SPR	30	18 INCH	EA	54		78								132	
72 B	LM	LAGERSTROEMIA X. 'MUSKOGEE'	CRAPE MYRTLE	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR , MULTI , 3-5 CANES	AS SHOWN	NF	EA	4		1								5	
72 B	LN	LAGERSTROEMIA X. 'NATCHEZ'	CRAPE MYRTLE	25 GAL , 2 IN CAL 10 FT HT X 4 FT SPR , STD	AS SHOWN	NF	EA	1		3		9		1		10		24	
NON-RATE	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'	BLUE PLUMBAGO	3 GAL , 12 IN HT X 12 IN SPR	30	24 - 36 INCH	EA	36		48								84	
108 A	SP(A)	SABAL PALMETTO	SABAL PALM	FG, 24 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA			2								2	
108 A	SP(B)	SABAL PALMETTO	SABAL PALM	FG, 18 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA	1		1								2	
108 A	SP(C)	SABAL PALMETTO	SABAL PALM	FG, 12 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA			2								2	
123 A	TM	THRINAX MORRISII	KEY THATCH PALM	15 GAL , 4 FT HT	AS SHOWN	NF	EA	5		3						16		24	
132 B	VM	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	FG, 24 FT OA, TRIPLE TRUNK	AS SHOWN	NF	EA												
		MISCELLANEOUS LANDSCAPE ACTIVITIES																	
146 D	SOD	BAHIA	INCLUDES INSTALLAITON AND INITIAL WATERING ONLY		SOLID SOD	4 - 8 INCH	SF					6016		614		5902		12532	
150 B		MOWING	SMALL MACHINE	17 CYCLES OF 0.441 ACRES EACH			ACRE												
156 D	RR(R)	PALM RELOCATION		>30' -40-' OA HT .	AS SHOWN	NF	EA												
160 B		INSTALLATION AND 1 YEAR ESTABLISHMENT FOR NON-RATE ITEM		3 GAL SHRUB/GROUNDCOVER			EA	36		48								84	
		MISCELLANEOUS EQUIPMENT ITEMS																	
		LABORER	3 PERSON CREW X 10 HRS X 7 DAYS (FOR TREE AND SHRUB REMOVAL)					HOUR											
161 B		22 CY DUMP TRUNK W/ DRIVER					DAY												
170 B		STUMP GRINDER (WALK BEHIND)					DAY												
Landscape Plants Abbreviation Key:																			
CAL - Caliper , CT - Clear Trunk , FG - Field Grown , FF - Florida Fancy Grade , FT - Foot , GAL - Gallon Size , HT - Height , IN - Inch , MULTI - Mutiple Trunk NF - Natural Form , OA - Overall Height , OC - On Center , REGEN - Regenerated Roots , RPG - Roots Plus Grower , SPR - Spread , STD - Standard																			
REVISIONS					KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES AND PLANT SCHEDULE					SHEET NO.			
DATE	DESCRIPTION		DATE	DESCRIPTION				ROAD NO.	COUNTY	FINANCIAL PROJECT ID									
								SR 818	BROWARD	437903-2-52-01						LD-28			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.001, F.A.C.

LANDSCAPE TABULATION OF QUANTITIES / PLANT SCHEDULE																					
ITEM NO.	SYM	SCIENTIFIC NAME	COMMON NAME	MINIMUM INSTALLED SIZE SPECIFICATIONS	OC SPACING (IN)	CONTRACTOR REQUIRED PRUNING	UNIT	SHEET NUMBERS										TOTAL THIS SHEET			
								LD - 10		LD - 11		LD - 12		LD - 13		LD - 14					
								PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
		PLANT MATERIAL																			
5 A	ARA	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL , 4 IN HT X 12 IN SPR	18	4 - 8 INCH	EA														
6 C	BN(A)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	12 FT OA	AS SHOWN	NF	EA									3		3			
6 D	BN(B)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	20 FT OA	AS SHOWN	NF	EA									1		1			
50 C	EF	EUGENIA FOETIDA	SPANISH STOPPER	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR, MULTI , 3-5 CANES	AS SHOWN	NF	EA														
54 A	FIC	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	3 GAL , 12 IN HT X 12 IN SPR	30	18 INCH	EA							56		357		413			
72 B	LM	LAGERSTROEMIA X. 'MUSKOGEE'	CRAPE MYRTLE	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR, MULTI , 3-5 CANES	AS SHOWN	NF	EA									3		3			
72 B	LN	LAGERSTROEMIA X. 'NATCHEZ'	CRAPE MYRTLE	25 GAL , 2 IN CAL 10 FT HT X 4 FT SPR, STD	AS SHOWN	NF	EA			5						6		11			
NON-RATE	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'	BLUE PLUMBAGO	3 GAL , 12 IN HT X 12 IN SPR	30	24 - 36 INCH	EA														
108 A	SP(A)	SABAL PALMETTO	SABAL PALM	FG, 24 FT CT, STRAIGHT, SLICK	AS SHOWN	NF	EA									2		2			
108 A	SP(B)	SABAL PALMETTO	SABAL PALM	FG, 18 FT CT, STRAIGHT, SLICK	AS SHOWN	NF	EA									4		4			
108 A	SP(C)	SABAL PALMETTO	SABAL PALM	FG, 12 FT CT, STRAIGHT, SLICK	AS SHOWN	NF	EA									3		3			
123 A	TM	THRINAX MORRISII	KEY THATCH PALM	15 GAL , 4 FT HT	AS SHOWN	NF	EA	1						1		8		10			
132 B	VM	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	FG, 24 FT OA, TRIPLE TRUNK	AS SHOWN	NF	EA														
		MISCELLANEOUS LANDSCAPE ACTIVITIES																			
146 D	SOD	BAHIA	INCLUDES INSTALLAITON AND INITIAL WATERING ONLY		SOLID SOD	4 - 8 INCH	SF	1189		3696		199				2119		7203			
150 B		MOWING	SMALL MACHINE	17 CYCLES OF 0.441 ACRES EACH			ACRE														
156 D	RR(R)	PALM RELOCATION		>30' -40-' OA HT .	AS SHOWN	NF	EA														
160 B		INSTALLATION AND 1 YEAR ESTABLISHMENT FOR NON-RATE ITEM		3 GAL SHRUB/GROUNDCOVER			EA														
		MISCELLANEOUS EQUIPMENT ITEMS																			
		LABORER	3 PERSON CREW X 10 HRS X 7 DAYS (FOR TREE AND SHRUB REMOVAL)				HOURL														
161 B		22 CY DUMP TRUNK W/ DRIVER					DAY														
170 B		STUMP GRINDER (WALK BEHIND)					DAY														
Landscape Plants Abbreviation Key:																					
CAL - Caliper, CT - Clear Trunk, FG - Field Grown, FF - Florida Fancy Grade, FT - Foot, GAL - Gallon Size, HT - Height, IN - Inch, MULTI - Mutiple Trunk NF - Natural Form, OA - Overall Height, OC - On Center, REGEN - Regenerated Roots, RPG - Roots Plus Grower, SPR - Spread, STD - Standard																					
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES AND PLANT SCHEDULE								SHEET NO.		
DATE	DESCRIPTION		DATE					DESCRIPTION		ROAD NO.									COUNTY	FINANCIAL PROJECT ID	LD-29
										SR 818									BROWARD	437903-2-52-01	

LANDSCAPE TABULATION OF QUANTITIES / PLANT SCHEDULE																																		
ITEM NO.	SYM	SCIENTIFIC NAME	COMMON NAME	MINIMUM INSTALLED SIZE SPECIFICATIONS	OC SPACING (IN)	CONTRACTOR REQUIRED PRUNING	UNIT	SHEET NUMBERS										TOTAL THIS SHEET																
								LD - 15		LD - 16		LD - 17		LD - 18		LD - 19																		
								PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL															
		PLANT MATERIAL																																
5 A	ARA	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL , 4 IN HT X 12 IN SPR	18	4 - 8 INCH	EA																											
6 C	BN(A)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	12 FT OA	AS SHOWN	NF	EA	1									1																	
6 D	BN(B)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	20 FT OA	AS SHOWN	NF	EA																											
50 C	EF	EUGENIA FOETIDA	SPANISH STOPPER	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR , MULTI , 3-5 CANES	AS SHOWN	NF	EA																											
54 A	FIC	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	3 GAL , 12 IN HT X 12 IN SPR	30	18 INCH	EA	43				24					67																	
72 B	LM	LAGERSTROEMIA X. 'MUSKOGEE'	CRAPE MYRTLE	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR , MULTI , 3-5 CANES	AS SHOWN	NF	EA	1									1																	
72 B	LN	LAGERSTROEMIA X. 'NATCHEZ'	CRAPE MYRTLE	25 GAL , 2 IN CAL 10 FT HT X 4 FT SPR , STD	AS SHOWN	NF	EA																											
NON-RATE	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'	BLUE PLUMBAGO	3 GAL , 12 IN HT X 12 IN SPR	30	24 - 36 INCH	EA																											
108 A	SP(A)	SABAL PALMETTO	SABAL PALM	FG, 24 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA																											
108 A	SP(B)	SABAL PALMETTO	SABAL PALM	FG, 18 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA																											
108 A	SP(C)	SABAL PALMETTO	SABAL PALM	FG, 12 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA																											
123 A	TM	THRINAX MORRISII	KEY THATCH PALM	15 GAL , 4 FT HT	AS SHOWN	NF	EA	3									3																	
132 B	VM	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	FG, 24 FT OA, TRIPLE TRUNK	AS SHOWN	NF	EA																											
		MISCELLANEOUS LANDSCAPE ACTIVITIES																																
146 D	SOD	BAHIA	INCLUDES INSTALLAITON AND INITIAL WATERING ONLY		SOLID SOD	4 - 8 INCH	SF	1473									1473																	
150 B		MOWING	SMALL MACHINE	17 CYCLES OF 0.441 ACRES EACH			ACRE																											
156 D	RR(R)	PALM RELOCATION		>30' -40-' OA HT .	AS SHOWN	NF	EA																											
160 B		INSTALLATION AND 1 YEAR ESTABLISHMENT FOR NON-RATE ITEM		3 GAL SHRUB/GROUNDCOVER			EA																											
		MISCELLANEOUS EQUIPMENT ITEMS																																
		LABORER	3 PERSON CREW X 10 HRS X 7 DAYS (FOR TREE AND SHRUB REMOVAL)				HOURL																											
161 B		22 CY DUMP TRUNK W/ DRIVER					DAY																											
170 B		STUMP GRINDER (WALK BEHIND)					DAY																											
Landscape Plants Abbreviation Key:																																		
CAL - Caliper , CT - Clear Trunk , FG - Field Grown , FF - Florida Fancy Grade , FT - Foot , GAL - Gallon Size , HT - Height , IN - Inch , MULTI - Mutiple Trunk NF - Natural Form , OA - Overall Height , OC - On Center , REGEN - Regenerated Roots , RPG - Roots Plus Grower , SPR - Spread , STD - Standard																																		
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES AND PLANT SCHEDULE								SHEET NO.																
DATE	DESCRIPTION		DATE																															
																															LD-30			
																				ROAD NO.														
																				COUNTY														
						FINANCIAL PROJECT ID																												
						SR 818			BROWARD																									
									437903-2-52-01																									

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.001, F.A.C.

LANDSCAPE TABULATION OF QUANTITIES / PLANT SCHEDULE																														
ITEM NO.	SYM	SCIENTIFIC NAME	COMMON NAME	MINIMUM INSTALLED SIZE SPECIFICATIONS	OC SPACING (IN)	CONTRACTOR REQUIRED PRUNING	UNIT	SHEET NUMBERS										TOTAL THIS SHEET												
								LD - 20		LD - 21		LD - 22		LD - 23		LD - 24														
								PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL											
		PLANT MATERIAL																												
5 A	ARA	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL , 4 IN HT X 12 IN SPR	18	4 - 8 INCH	EA																							
6 C	BN(A)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	12 FT OA	AS SHOWN	NF	EA							2				2												
6 D	BN(B)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	20 FT OA	AS SHOWN	NF	EA							1				1												
50 C	EF	EUGENIA FOETIDA	SPANISH STOPPER	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR, MULTI , 3-5 CANES	AS SHOWN	NF	EA																							
54 A	FIC	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	3 GAL , 12 IN HT X 12 IN SPR	30	18 INCH	EA			34				427				461												
72 B	LM	LAGERSTROEMIA X. 'MUSKOGEE'	CRAPE MYRTLE	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR, MULTI , 3-5 CANES	AS SHOWN	NF	EA							3				3												
72 B	LN	LAGERSTROEMIA X. 'NATCHEZ'	CRAPE MYRTLE	25 GAL , 2 IN CAL 10 FT HT X 4 FT SPR, STD	AS SHOWN	NF	EA							4				4												
NON-RATE	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'	BLUE PLUMBAGO	3 GAL , 12 IN HT X 12 IN SPR	30	24 - 36 INCH	EA																							
108 A	SP(A)	SABAL PALMETTO	SABAL PALM	FG, 24 FT CT, STRAIGHT, SLICK	AS SHOWN	NF	EA							2				2												
108 A	SP(B)	SABAL PALMETTO	SABAL PALM	FG, 18 FT CT, STRAIGHT, SLICK	AS SHOWN	NF	EA							2				2												
108 A	SP(C)	SABAL PALMETTO	SABAL PALM	FG, 12 FT CT, STRAIGHT, SLICK	AS SHOWN	NF	EA							2				2												
123 A	TM	THRINAX MORRISII	KEY THATCH PALM	15 GAL , 4 FT HT	AS SHOWN	NF	EA							6				6												
132 B	VM	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	FG, 24 FT OA, TRIPLE TRUNK	AS SHOWN	NF	EA																							
		MISCELLANEOUS LANDSCAPE ACTIVITIES																												
146 D	SOD	BAHIA	INCLUDES INSTALLAITON AND INITIAL WATERING ONLY		SOLID SOD	4 - 8 INCH	SF																							
150 B		MOWING	SMALL MACHINE	17 CYCLES OF 0.441 ACRES EACH			ACRE																							
156 D	RR(R)	PALM RELOCATION		>30' -40-' OA HT .	AS SHOWN	NF	EA																							
160 B		INSTALLATION AND 1 YEAR ESTABLISHMENT FOR NON-RATE ITEM		3 GAL SHRUB/GROUNDCOVER			EA																							
		MISCELLANEOUS EQUIPMENT ITEMS																												
		LABORER	3 PERSON CREW X 10 HRS X 7 DAYS (FOR TREE AND SHRUB REMOVAL)				HOURL																							
161 B		22 CY DUMP TRUNK W/ DRIVER					DAY																							
170 B		STUMP GRINDER (WALK BEHIND)					DAY																							
Landscape Plants Abbreviation Key:																														
CAL - Caliper, CT - Clear Trunk, FG - Field Grown, FF - Florida Fancy Grade, FT - Foot, GAL - Gallon Size, HT - Height, IN - Inch, MULTI - Mutiple Trunk NF - Natural Form, OA - Overall Height, OC - On Center, REGEN - Regenerated Roots, RPG - Roots Plus Grower, SPR - Spread, STD - Standard																														
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES AND PLANT SCHEDULE							SHEET NO.													
DATE	DESCRIPTION		DATE																											
																														LD-31
																					ROAD NO.			COUNTY				FINANCIAL PROJECT ID		
						SR 818		BROWARD				437903-2-52-01																		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.001, F.A.C.

LANDSCAPE TABULATION OF QUANTITIES / PLANT SCHEDULE																															
ITEM NO.	SYM	SCIENTIFIC NAME	COMMON NAME	MINIMUM INSTALLED SIZE SPECIFICATIONS	OC SPACING (IN)	CONTRACTOR REQUIRED PRUNING	UNIT	SHEET NUMBERS								TOTAL THIS SHEET		GRAND TOTAL													
								LD - 25		LD - 26		LD - 27		LD - 28																	
								PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL														
		PLANT MATERIAL																													
5 A	ARA	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL , 4 IN HT X 12 IN SPR	18	4 - 8 INCH	EA	331		551		518				1400		1400													
6 C	BN(A)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	12 FT OA	AS SHOWN	NF	EA											8													
6 D	BN(B)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	20 FT OA	AS SHOWN	NF	EA											3													
50 C	EF	EUGENIA FOETIDA	SPANISH STOPPER	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR , MULTI , 3-5 CANES	AS SHOWN	NF	EA	1		6		2				9		9													
54 A	FIC	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	3 GAL , 12 IN HT X 12 IN SPR	30	18 INCH	EA	495		760		708				1963		3036													
72 B	LM	LAGERSTROEMIA X. 'MUSKOGEE'	CRAPE MYRTLE	25 GAL , 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR , MULTI , 3-5 CANES	AS SHOWN	NF	EA	16		27		25				68		80													
72 B	LN	LAGERSTROEMIA X. 'NATCHEZ'	CRAPE MYRTLE	25 GAL , 2 IN CAL 10 FT HT X 4 FT SPR , STD	AS SHOWN	NF	EA											39													
NON-RATE	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'	BLUE PLUMBAGO	3 GAL , 12 IN HT X 12 IN SPR	30	24 - 36 INCH	EA	206		215		210				631		715													
108 A	SP(A)	SABAL PALMETTO	SABAL PALM	FG, 24 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA											6													
108 A	SP(B)	SABAL PALMETTO	SABAL PALM	FG, 18 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA											8													
108 A	SP(C)	SABAL PALMETTO	SABAL PALM	FG, 12 FT CT , STRAIGHT , SLICK	AS SHOWN	NF	EA											7													
123 A	TM	THRINAX MORRISII	KEY THATCH PALM	15 GAL , 4 FT HT	AS SHOWN	NF	EA											43													
132 B	VM	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	FG, 24 FT OA, TRIPLE TRUNK	AS SHOWN	NF	EA	1		4		4				9		9													
		MISCELLANEOUS LANDSCAPE ACTIVITIES																													
146 D	SOD	BAHIA	INCLUDES INSTALLAITON AND INITIAL WATERING ONLY		SOLID SOD	4 - 8 INCH	SF											21208													
150 B		MOWING	SMALL MACHINE	17 CYCLES OF 0.441 ACRES EACH			ACRE											8.279													
156 D	RR(R)	PALM RELOCATION		>30' -40-' OA HT .	AS SHOWN	NF	EA					1				1		1													
160 B		INSTALLATION AND 1 YEAR ESTABLISHMENT FOR NON-RATE ITEM		3 GAL SHRUB/GROUNDCOVER			EA	206		215		210				631		715													
		MISCELLANEOUS EQUIPMENT ITEMS																													
		LABORER	3 PERSON CREW X 10 HRS X 7 DAYS (FOR TREE AND SHRUB REMOVAL)				hour											210													
161 B		22 CY DUMP TRUNK W/ DRIVER					DAY											7													
170 B		STUMP GRINDER (WALK BEHIND)					DAY											7													
Landscape Plants Abbreviation Key:																															
CAL - Caliper , CT - Clear Trunk , FG - Field Grown , FF - Florida Fancy Grade , FT - Foot , GAL - Gallon Size , HT - Height , IN - Inch , MULTI - Mutiple Trunk NF - Natural Form , OA - Overall Height , OC - On Center , REGEN - Regenerated Roots , RPG - Roots Plus Grower , SPR - Spread , STD - Standard																															
REVISIONS				KIRK HOOSAC, R.L.A. R.L.A. LICENSE NUMBER 6667091 KCI TECHNOLOGIES INC. 1425 W. CYPRESS CREEK RD., SUITE 101 FORT LAUDERDALE, FLORIDA 33309-1916			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES AND PLANT SCHEDULE						SHEET NO.															
DATE	DESCRIPTION		DATE																												
																					ROAD NO.	COUNTY	FINANCIAL PROJECT ID								
																			SR 818	BROWARD	437903-2-52-01	LD-32									

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.001, F.A.C.

SECTION No.: 86015000
Permit No.: 437903-2-52-01
COUNTY: Broward
S.R. No.: 818

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): State Road No. 818 (Griffin Road) Medians from SW 42nd Avenue (M.P. 7.041) to DCOTA Entrance (M.P. 9.587).

Permit or FM No(s): 437903-2-52-01

RLA of Record: Kirk Hoosac, R.L.A.

Maintaining Agency: City of Dania Beach

Date: June 13, 2022

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

*The initial portion of the Maintenance Plan (**Part I**) describes general maintenance requirements and recommendations. The concluding section (**Part II**) provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.*

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II.
SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

1. The design intent is to provide landscape enhancements within the existing medians along the SR 818/Griffin Road corridor (from SW 42nd Avenue to DCOTA entrance), while maintaining FDOT roadway safety guidelines for clear sight triangles, intersection sight distance and clear sight windows/tree spacing.
2. Canopy Trees are intended to be maintained at mature height and spread. Trees may need to be listed individually if specifying with a specific maintained height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
3. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees monthly.
4. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
5. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
6. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
7. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 6 inch setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
8. Maintain the vertical height of:
 - Ficus microcarpa 'Green Island' below 18 inch,
 - Plumbago auriculata 'Imperial Blue' between 24 – 36 inch,
 - Arachis glabrata 'Perennial Peanut' between 4 – 8 inch,
 - Bahia sod between 4 – 8 inch.
9. Inspect groundcovers and shrubs monthly for maintaining full ground coverage.
10. Evaluate plant material monthly for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) <http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADASTandards_index.htm

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase <http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* <http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*
<http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*
<http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*
<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, Table 215.2.2 Lateral Offset Criteria (for Trees)*
<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones*
<http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf>

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database <http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists <http://www.fleppc.org/list/list.htm>

Florida Irrigation Society <http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION No.: 86015000
Permit No.: 437903-2-52-01
COUNTY: Broward
S.R. No.: 818

EXHIBIT D

APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

\$ 232,403.61

See attached Opinion of Construction Cost

OPINION OF CONSTRUCTION COST ESTIMATE

Financial Project ID: 437903-2-52-01
County: Broward
State Road No: 818 (Griffin Road)
Local Name: Medians from SW 42nd Avenue to Old Griffin Road
Description: Landscape Improvements
Submittal Phase: Pushbutton
Submittal Date: 06.27.2022
KCI Technologies Inc. Project No.: 482021082.05

ITEM NO.	SYM	ITEM DESCRIPTION AND SPECIFICATION			UNIT	QUANTITY	UNIT COST	SUBTOTAL
PLANT MATERIAL								
5 A	ARA	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL, 4 IN HT X 12 IN SPR	EA	1400	\$10.00	\$14,000.00
6 C	BN(A)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	12 FT OA	EA	8	\$1,800.00	\$14,400.00
6 D	BN(B)	BISMARCKIA NOBILIS 'SILVER'	BISMARK PALM	20 FT OA	EA	3	\$4,000.00	\$12,000.00
50 C	EF	EUGENIA FOETIDA	SPANISH STOPPER	25 GAL, 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR, MULTI, 3-5 CANES	EA	9	\$400.00	\$3,600.00
54 A	FIC	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	3 GAL, 12 IN HT X 12 IN SPR	EA	3036	\$22.50	\$68,310.00
72 C	LM	LAGERSTROEMIA X. 'MUSKOGEE'	CRAPE MYRTLE	25 GAL, 1 IN CAL (MIN, PER CANE) 10 FT HT X 4 FT SPR, MULTI, 3-5 CANES	EA	80	\$350.00	\$28,000.00
72 C	LN	LAGERSTROEMIA X. 'NATCHEZ'	CRAPE MYRTLE	25 GAL, 2 IN CAL 10 FT HT X 4 FT SPR, STD	EA	39	\$300.00	\$11,700.00
NON-RATE	PLU	PLUMBAGO AURICULATA 'IMPERIAL BLUE'	BLUE PLUMBAGO	3 GAL, 12 IN HT X 12 IN SPR	EA	715	\$7.00	\$5,005.00
108 A	SP(A)	SABAL PALMETTO	SABAL PALM	FG, 24 FT CT, STRAIGHT, SLICK	EA	6	\$350.00	\$2,100.00
108 A	SP(B)	SABAL PALMETTO	SABAL PALM	FG, 18 FT CT, STRAIGHT, SLICK	EA	8	\$350.00	\$2,800.00
108 A	SP(C)	SABAL PALMETTO	SABAL PALM	FG, 12 FT CT, STRAIGHT, SLICK	EA	7	\$350.00	\$2,450.00
123 A	TM	THRINAX MORRISII	KEY THATCH PALM	15 GAL, 4 FT HT	EA	43	\$250.00	\$10,750.00
132 B	VM	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	FG, 24 FT OA, TRIPLE TRUNK	EA	9	\$1,800.00	\$16,200.00
							SUBTOTAL	\$191,315.00
MISCELLANEOUS LANDSCAPE ACTIVITIES								
146 D	SOD	BAHIA			SF	21208	\$0.75	\$15,906.00
150 B		MOWING	SMALL MACHINE	17 CYCLES OF 0.487 ACRES EACH	ACRE	8.279	\$90.00	\$745.11
156 D	RR(R)	PALM RELOCATION		>30'-40-' OA HT.	EA	1	\$1,500.00	\$1,500.00
160 B		INSTALLATION AND 1 YEAR ESTABLISHMENT FOR NON-RATE ITEM		3 GAL SHRUB/GROUNDCOVER	EA	715	\$12.50	\$8,937.50
							SUBTOTAL	\$27,088.61
MISCELLANEOUS EQUIPMENT ITEMS								
		LABORER	3 PERSON CREW X 10 HRS X 7 DAYS (FOR TREE AND SHRUB REMOVAL)		HOURL	210	\$25.00	\$5,250.00
161 B		22 CY DUMP TRUNK W/ DRIVER			DAY	7	\$750.00	\$5,250.00
170 B		STUMP GRINDER (WALK BEHIND)			DAY	7	\$500.00	\$3,500.00
							SUBTOTAL	\$14,000.00
GRAND TOTAL								\$232,403.61

SECTION No.: 86015000
Permit No.: 437903-2-52-01
COUNTY: Broward
S.R. No.: 818

EXHIBIT E

CITY RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

(To be provided by the Agency)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING A SECOND AND FINAL, ONE-YEAR EXTENSION OF THE AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, EFFECTIVE RETROACTIVELY TO JUNE 1, 2022, AND EXPIRING MAY 31, 2023

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - second and final one year extension of bus bench contract, R-2022- Insite Martin Outdoor, LLC Second and Final One-Year Extension of Agreement for Installation of Bus Benches with Signage, Exhibit A to Agreement Insite Martin Outdoor LLC Extension of Agreement for Installation of Bus Benches with Signage



CITY OF DANIA BEACH CITY MANAGER'S OFFICE

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney Eve A. Boutsis

SUBJECT: Second Request for a One-Year Extension of InSite Martin Outdoor LLC Bus Bench Agreement

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach,
ou=Legal Department,
email=eboutsis@danibeach.gov, c=US
Date: 2022.07.01 09:24:54 -0400

The Request

To approve a one-year extension of the InSite Martin Outdoor LLC bus bench agreement.

Background

On June 11, 2020, the City Commission authorized InSite Martin Outdoor, LLC (the “Contractor”) to place advertising on bus benches placed within the City and in exchange the Contractor maintains the benches, the landscaping around the benches, trash pick-up of areas around them and provides the City with twenty percent (20%) of the gross advertising revenues, per unit, or Seven Hundred Sixty Dollars (\$760.00) per month, whichever is greater. The term is a one-year period with two one-year renewals at the City’s option. The one-year term expires June 1st.

Last year the City Commission authorized the first one year renewal. At that time the Contractor paid the City the advance fee of Ten Thousand Dollars (\$10,000.00), as specified in the agreement, which funds were to be used as advance payment and applied towards the monthly bus bench revenue.

There have been no issues with the Contractor and the Contractor has maintained the benches and trash around the benches.

Recommendation:

The City Manager recommends that the City Commission authorize the execution of the second one year renewal effective retroactively to June 1, 2022, through May 31, 2023.

Budgetary Impact

The City earned \$10,000.00 during the first year of the Agreement and \$10,000.00 during the first extension. The City anticipates earning a similar or greater amount this year, should the extension be approved.

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Thomas Schneider, City Clerk
Frank DiPaolo, Finance Director

RESOLUTION NO. 2022-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING A SECOND AND FINAL, ONE-YEAR EXTENSION OF THE AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, EFFECTIVE RETROACTIVELY TO JUNE 1, 2022, AND EXPIRING MAY 31, 2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in 2020, the City of Dania Beach authorized a one year agreement with Insite Martin Outdoor, LLC, (Contractor) to authorize it to install bus benches throughout the City, in identified locations and to place advertising on the benches; in exchange the Contractor would maintain the benches, the landscaping around the benches, and ensure trash pick-up and provide the City with Twenty Percent (20%) of the gross advertising revenues, per unit, or a total of \$760.00 per month, whichever is greater; and

WHEREAS, in 2021, the City Commission authorized the first of two possible one-year extensions; and

WHEREAS, the Contractor desires to enter into the second and final one-year extension; and

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

WHEREAS, pursuant to the Agreement, Contractor was required to pay the City an advance fee of \$10,000.00 of such revenue in order to obtain the one year extension; pursuant to the Agreement, Contractor will keep track of payments owed to the City and such payments will be deducted from the advance payment until the Ten Thousand Dollars (\$10,000.00) is reduced to zero, then once the Ten Thousand Dollars (\$10,000.00) is exhausted, the specified payments will be made on a monthly basis;

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

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

Section 2. That the proper City officials are authorized to execute the second and final one-year extension to the agreement with Insite Martin Outdoor, LLC, a registered limited liability company in Florida, retroactive to June 1, 2022, which Extension is attached as Exhibit “A” and made a part of this Resolution by this reference.

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

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

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

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**SECOND AND FINAL ONE-YEAR EXTENSION OF AGREEMENT BETWEEN
THE CITY OF DANIA BEACH, FLORIDA, AND INSITE MARTIN OUTDOOR,
LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR THE INSTALLATION
OF CERTAIN BUS BENCHES WITH SIGNAGE**

This is an Extension of an Agreement (the "Extension"), which Agreement is dated June 11, 2020 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and InSite Martin Outdoor, LLC a Florida limited liability company ("Contractor") with an address of 150 NW 70th Avenue, Suite 3, Plantation, Florida 33317. A copy of the existing Agreement and First Extension is attached as composite Exhibit "A", which is made a part of and incorporated into this Extension by this reference. The City and Contractor wish to extend the Agreement retroactively to June 1, 2022, for a one (1) year period up to and including May 31, 2023.

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

1. That the existing Agreement that was executed on June 11, 2020.
2. That the Agreement was renewed for a first of two one-year extensions on June 28, 2021.
3. That the Agreement is renewed for a second and final time, retroactively to June 1, 2022 and it shall remain in effect up to and including May 31, 2023.
4. That the terms and conditions of the Agreement will remain the same throughout the term of this Extension of it.
5. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Extension on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

APPROVED FOR FORM AND
CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

TAMARA JAMES
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
InSite Martin Outdoor, LLC
a Florida Limited Liability Company

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

TITLE

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by _____, as _____ of InSite Martin Outdoor, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My Commission Expires:

ONE-YEAR EXTENSION OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND INSITE MARTIN OUTDOOR, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR THE INSTALLATION OF CERTAIN BUS BENCHES WITH SIGNAGE

This is an Extension of an Agreement (the "Extension"), which Agreement is dated June 11, 2020 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and InSite Martin Outdoor, LLC a Florida limited liability company ("Contractor") with an address of 150 NW 70th Avenue, Suite 3, Plantation, Florida 33317. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Extension by this reference. The City and Contractor wish to extend the Agreement retroactively to June 1, 2021, for a one (1) year period up to and including May 31, 2022.

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

1. That the existing Agreement that was executed on June 11, 2020, is renewed retroactively to June 1, 2021 and it shall remain in effect up to and including May 31, 2022.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Extension of it.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Extension on
June 28, 2021.

ATTEST:

**Thomas
Schneider**

Digitally signed by Thomas Schneider
DN: cn=Thomas Schneider, o=City of
Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.gov,
c=US
Date: 2021.06.28 08:44:44 -04'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



APPROVED FOR FORM AND
CORRECTNESS:

Thomas J. Ansbro

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach,
ou=Legal Department,
email=tansbro@daniabeachfl.gov, c=US
Date: 2021.06.25 16:01:14 -04'00'

THOMAS J. ANSBRO
CITY ATTORNEY

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

**Tamara
James**

Digitally signed by Tamara James
DN: cn=Tamara James, o=City of Dania
Beach, ou=Mayor,
email=tamarajames@daniabeachfl.gov,
c=US
Date: 2021.06.28 08:44:04 -04'00'

TAMARA JAMES
MAYOR

Ana M. Garcia

Digitally signed by Ana M. Garcia
DN: cn=Ana M. Garcia, o=City of Dania
Beach, ou,
email=agarcia@daniabeachfl.gov, c=US
Date: 2021.06.25 17:15:46 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
InSite Martin Outdoor, LLC
a Florida Limited Liability Company

[Signature]
Signature

Michael Tenenbaum
PRINT Name

Barbara Flutie
Signature

Barbara Flutie
PRINT Name

[Signature]
Signature

Glenn A Flutie
PRINT Name

President.
TITLE

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on June 23, 2021, by Glenn A Flutie, as President of InSite Martin Outdoor, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced FL DL as identification.



My Commission Expires: 10/03/2022

[Signature]
NOTARY PUBLIC
State of Florida

BUS BENCH ADVERTISING AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on June 11, 2020 (the "Effective Date"), between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and InSite Martin Outdoor, LLC a Florida limited liability company ("Contractor") with an address of 150 NW 70th Avenue, Suite 3, Plantation, Florida 33317.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. PUBLIC RECORDS LAW

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

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	tschneider@daniabeachfl.gov

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

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

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



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

LORI LEWELLEN
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

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

Barbara Flutie
SIGNATURE

Barbara Flutie
PRINT Name

Cynthia Manis
SIGNATURE

Cynthia Manis
PRINT Name

Glenn A Flutie
SIGNATURE

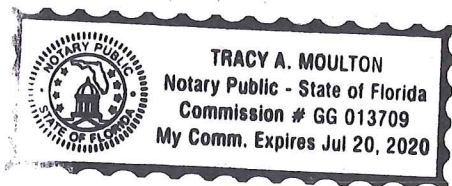
Glenn A Flutie
PRINT Name

President
Title

STATE OF FLORIDA)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or by ☐ online notarization, on MAY 26, 2020, by GLENN FLUTIE
as PRESIDENT of InSite Martin Outdoor, LLC, a Florida limited
liability company, on behalf of the company. He/she is personally known to me or has produced
_____ as identification.



Tracy A. Moulton
Notary Public, State of Florida
TRACY A. MOULTON
Print Name

My Commission Expires: 7/20/20

EXHIBIT "ONE"

SCOPE OF SERVICES

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

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

SPECIFICATIONS

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

GENERAL

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

DESIGN QUALITIES

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

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

ADVERTISING PANEL

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

PLACEMENT

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

EXHIBIT "TWO"
ADVERTISING CONSENT

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

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

EXHIBIT "THREE"

BUS BENCH LOCATIONS
AND
PHOTOGRAPH

Face	Location
08-0118.1	Griffin Rd 15 ft W/O Old Griffin Rd NS NW/F
08-012.1	Griffin Rd 60 ft W/O SW 33rd Ave SS NW/F
08-013.1	Griffin Rd 50 ft E/O SW 31st Ave SS NW/F
08-014A.1	Griffin Rd 20 ft W/O SW 35th Ave NS SEIF
08-0148.1	Griffin Rd 20 ft W/O SW 35th Ave NS SEIF
08-016.1	Griffin Rd 350 ft W/O Ravenswood Rd SS NW/F
08-017.1	Griffin Rd 150 ft W/O SW 40th Ave NS SEIF
08-018.1	Griffin Rd 25 ft E/O SW 43th Terr NS SEIF
08-020.1	Griffin Rd 30 ft W/O SW 30th Ave NS SEIF
08-022.1	Griffin Rd 75 ft E/O 1-95 SS NW/F
08-023.1	Griffin Rd 75 ft W/O SW 24th Ave NS SEIF
08-024.1	Griffin Rd 70 ft E/O sw 28th Terr SS NW/F
08-025.1	Griffin Rd 75 ft E/O SW 40th Ave SS NW/F
08-026.1	Griffin Rd 75 ft W/O Ravenswood Rd NS SEIF
08-033A.1	Ravenswood Rd 20 ft N/O Gulfstream Way ES SW/F
08-035.1	Ravenswood Rd 30 ft N/O Tigertail 81vd ES NW/F
08-038.1	Ravenswood Rd 20 ft S/O Griffin Rd ES SW/F
08-039A.1	Ravenswood Rd 100 ft S/O Griffin Rd WS NE/F
08-050A.1	SR 84 200 ft E/O SW 29th Ave SS NW/F
08-056.1	Stirling Rd 50 ft W/O Anglers Ave NS SEIF
08-057.1	Stirling Rd 50 ft W/O N 29th Ave NS SEIF
08-059.1	Stirling Rd 30 ft E/O SW 45 Way NS SEIF
08-060.1	Stirling Rd 60 ft W/O Lake Shore Dr NS SEIF
08-089.1	SR 84 25 ft E/O SW 26th Terr SS NW/F
08-090A.1	SR 84 200 ft W/O I 95 Overpass NS SEIF
08-091A.1	Ravenswood Rd 10ft S/O Tigertail 81vd WS NE/F
08-092.1	Griffin Rd 20 ft E/O SW 38th Ave SS NW/F
08-094.1	Stirling Rd 250 ft E/O 56th Ave NS SW/F
08-097A.1	Dania Beach 81vd 500 ft W/O US1 SS NW/F
08-0978.1	Dania Beach 81vd 500 ft W/O US1 SS NW/F
08-100.1	Griffin Rd 50 ft E/O SW 43rd Terr SS NW/F
08-101.1	Griffin Rd 200 ft E/O SW 35th Ave SS NW/F
08-102.1	Griffin Rd 50 ft E/O SW 30th Ave SS NW/F
08-103.1	Griffin Rd 20 ft E/O SW 32th Ave NS SEIF
08-104.1	Griffin Rd 30 ft E/O SW 38TH TERR NS SEIF
08-108.1	Phippen-Waiters Rd S/O SW 2nd Place ES SEIF
08-110.1	SW 12 (Ely 8lvd) Ave E/S 25 ft N/O SW 6th St EIF
08-111.1	US 1 W/S 300 ft S/O Griffin Rd N/F

Standard Half-Arm Bench



EXHIBIT "FOUR"

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

CHAPTER 13

PUBLIC TRANSIT

A INTRODUCTION

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

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

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

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

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

B OBJECTIVE

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

C TRANSIT COMPONENTS

C.1 Stops and Station Areas

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

C.2 Shelters

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

C.3 Benches

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

C.4 Concrete Bus Stop Pads

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

C.5 Bus Bays (Pullout or Turnout Bays)

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

C.6 Promote Public Transit

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



CERTIFICATE OF LIABILITY INSURANCE

3/18/2022

DATE (MM/DD/YYYY)

3/18/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1374844 APEX OUTDOOR ADVERTISING, LLC INSITE MARTIN OUTDOOR, LLC 200 MANSELL COURT EAST, SUITE 325 ROSWELL GA 30076	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co of America	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16032795 **REVISION NUMBER:** XXXXXXXX

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	P-630-1N344029-TIL-21	3/18/2021	3/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	810-1N352515-21-43-G	3/18/2021	3/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	CUP-1N369061-21-43	3/18/2021	3/18/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-1N362650-21-43-G	3/18/2021	3/18/2022	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY	N	N	P-630-1N344029-TIL-21	3/18/2021	3/18/2022	\$1,163,620 PERS PROP LIMIT; DED \$5,000 PER OCC; *SEE BELOW*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* WIND/HAIL DED \$10,000 FL; \$2,300,000 BUSINESS INCOME LIMIT* CITY OF DANIA BEACH IS ADDITIONAL INSURED ON GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachment

16032795

CITY OF DANIA BEACH
ATTN: CITY MANAGERS OFFICE
100 W. DANIA BEACH BOULEVARD
DANIA BEACH FL 33004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

NAMED INSURED

- SIGNAL HOLDINGS, LLC
- SIGNAL OUTDOOR, INC.
- INSITE MARTIN HOLDCO, LLC
- APEX OUTDOOR ADVERTISING, LLC
- SIGNAL OUTDOOR ADVERTISING, LLC
- INSITE MARTIN STREET ADS, LLC
- MARTIN OUTDOOR MEDIA, LLC
- INSITE MARTIN OUTDOOR, LLC
- MARTIN OUTDOOR MEDIA, INC.
- INSITE GOLD COAST, LLC
- MARTIN-GOLD COAST, LLC
- SIGNAL HOLDING COMPANY, LLC
- DBA INSITE STREET MEDIA
- MSOUTH ADVERTISING, LLC

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ADOPTING A CITY UNIFORM AND MERCHANDISING POLICY RELATING TO THE USE OF THE CITY OR “RISE” LOGOS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - uniform logo memo (LA), R-2022- City Uniform and Merchandising Policy Relating to City or RISE Logos



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney, on behalf of Mayor Tamara James Eve A. Boutsis

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania
Beach, ou=Legal Department,
email=eve.boutsis@danibeach.fl.gov, c=US
Date: 2022.07.06 14:22:40 -0400

SUBJECT: To Adopt a Policy Pertaining to the Use of the City or the “RISE”
Logos on City Uniforms and Merchandise.

The Request

To approve a policy pertaining to the use of the City or the “RISE” logos on City uniforms and merchandise.

Background

On February 27, 2018, pursuant to Resolution No. 2018-031, the City Commission adopted the new logo design, City seal, tagline, brand statement, brand standards and rebranding plan. On April 16, 2019, the City Commission and the Community Redevelopment Agency (CRA) registered the City’s “new” logo with the United States Patent And Trademark Office. In May 2019, the CRA adopted the “Logo Brand Guidelines,” for use of the City’s logo. To ensure consistency, the City Commission desires to enact a specific policy pertaining to the use of the City or the “RISE” logos on City uniforms and merchandise.

The City uniform and logo policy will ensure uniformity in use of the City’s logo or RISE logo and consists of the following provisions:

All “Dania Beach” merchandise sold by the City must use the City’s “D” Logo. The “D” can be single color or multi color, in the correct shades of pink, yellow, and blue. The size of the logo “D” can be small or large, but must appear somewhere on the merchandise, whether the logos is on the back, on the front, or on the side, etc. However, the Logo must appear somewhere on the merchandise.

All staff uniforms/ shirts/ jackets, and other clothes used as part of the City staff uniforms shall be required to utilize, the “D” Logo, on the left side of all apparel. When possible, the “D” logo should be in the City’s yellow, blue and pink colors. Otherwise, the logo should be in black print. The “D” Dania Beach logo must appear if we use the RISE or any other Logo it shall be in addition to our City D logo officially on the left chest area.

Recommendation

Approve the policy pertaining to the use of the City or the “RISE” logos on City uniforms and merchandise.

Budgetary Impact

None.

EAB:la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Thomas Schneider, City Clerk

RESOLUTION NO. 2022-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A CITY UNIFORM AND MERCHANDISING POLICY RELATING TO THE USE OF THE CITY OR “RISE” LOGOS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 27, 2018, pursuant to Resolution No. 2018-031, the City Commission adopted the new logo design, City seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, on April 16, 2019, the City Commission and the Community Redevelopment Agency (CRA) registered the City’s “new” logo with the United States Patent And Trademark Office; and

WHEREAS, in May 2019, the CRA adopted the “Logo Brand Guidelines,” for use of the City’s logo; and

WHEREAS, to ensure consistency, the City Commission desires to enact a specific policy pertaining to the use of the City or the “RISE” logos on City uniforms and merchandise; and

WHEREAS, the policy is attached for approval and adoption by the City Commission;

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 pursuant to this Resolution, the City Commission adopts a specific policy relating to the City’s logo used on uniforms and merchandise, a copy of which Policy is attached as Exhibit “A” and is made a part of and incorporated into this Resolution by this reference.

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

Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

UNIFORM AND MERCHANDISE POLICY RELATING TO USE OF THE CITY'S LOGO

A. PURPOSE

The City hereby establishes a City uniform and logo policy to ensure uniformity in use of the City's logo or RISE logo.

All "Dania Beach" merchandise sold by the City must use the City's "D" logo. The "D" can be single color or multi color, in the correct shades of pink, yellow, and blue. The size of the logo "D" can be small or large, but must appear somewhere on the merchandise, whether the logo is on the back, on the front, or on the side, etc. However, the logo must appear somewhere on the merchandise.

All staff uniforms/ shirts/ jackets, and other clothes used as part of the City staff uniforms shall be required to utilize, the "D" logo, on the left side of all apparel. When possible, the "D" logo should be in the City's yellow, blue and pink colors. Otherwise, the logo should be in black print. The "D" Dania Beach logo must appear if we use the RISE or any other logo it shall be in addition to our City D logo officially on the left chest area.

B. EFFECTIVE DATE

This policy shall take effect immediately upon adoption

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING PURPOSE, EFFECT AND DEFINITIONS; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

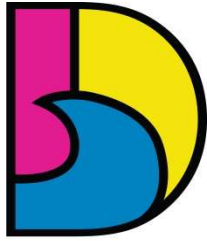
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memorandum, Resolution, 2023 Fire Assessment Methodology Report



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer  Frank DiPaolo
cn=Frank DiPaolo, o=City of Dania Beach,
ou=Finance,
email=fdipaolo@daniabeachfl.gov, c=US

SUBJECT: Non-ad valorem assessment rates for Fire Protection Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

REQUEST

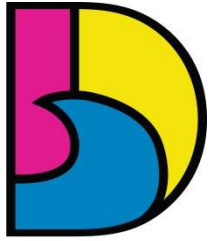
Approval of a preliminary resolution establishing non-ad valorem assessment rates for Fire Protection Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

BACKGROUND

Since fiscal year 1997-1998, the City has levied an annual assessment to fund a portion of the costs for its Fire Protection Services. The budget and the City's call data was reviewed by the City's rate consultant to provide the assessment rates for the upcoming fiscal year. No EMS costs are funded with revenue from the special assessment.

The attached Preliminary Assessment Resolution sets forth the proposed assessment rates for the Fiscal Year 2022-2023. It also provides for a public hearing for the adoption of the final assessment roll for Wednesday, September 14th, 2022, and for notice for such hearing. The September 14th meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

The methodology used for the 2022-23 special assessment is the same as the previous year. A review was conducted in 2021 that resulted in a minor change in the methodology. The apportionment of costs was modified to provide for a more equitable sharing of costs among commercial and warehouse properties, especially those with higher square footage. This methodology accurately reflects the nature of Fire Protection Services provided by the City, including both call volume and property type.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

ATTACHMENTS

Preliminary Assessment Resolution
Assessment Exhibit for FY2022/23

BUDGETARY IMPACT

The Fire Protection Special Assessment is intended to fund \$7.4 million of the City's Fire Protection budget. The remaining costs of the Fire Protection budget, and all costs of EMS, will be funded by sources other than the special assessment. The residential assessment rate will decrease by \$17.13 to \$250.81 per residential unit; however, rates for the commercial, industrial, and acreage categories increased based on the shift in call volume to those property types.

The proposed rates will fund close to 100% of Fire Protection services.

RECOMMENDATION

Recommend that the City Commission adopt the preliminary resolution establishing the estimated non-ad valorem assessment rate for Fire Protection Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

RESOLUTION NO. 2022-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING PURPOSE, EFFECT AND DEFINITIONS; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING UPDATED ASSESSMENT CALCULATIONS; ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR FIRE ASSESSMENTS TO PROVIDE FOR THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in July of 1996, the City of Dania Beach (City) implemented a Fire Rescue Assessment to provide a portion of the funding for the City's fire rescue services and facilities with the adoption of Ordinance No. 10-96 (subsequently codified as Chapter 23, Article VIII of the City of Dania Beach Code of Ordinances), and imposed fire rescue assessments for Fiscal Year 1997-1998 with the adoption of the Initial Rate Resolution, Resolution No. 63-96 (also referred to as Resolution No. 1996-063) and the Final Rate Resolution, Resolution No. 72-96 (also referred to as Resolution No. 1996-72); and

WHEREAS, pursuant to Ordinance No. 10-96 (Ordinance), the reimposition of fire rescue assessments for any Fiscal Year after the year of initial levy (Fiscal Year 1996-1997) requires certain processes and procedures; and

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing fire rescue costs against Assessed Property located within the City, directing the preparation of an Assessment Roll, authorizing a public hearing and directing the provision of notice of such hearing and an Annual or Final Rate Resolution adopting the final assessment rate and directing billing and collection of such rates are required by the Ordinance for the reimposition of the fire rescue assessments; and

WHEREAS, the City in each year subsequent to 1996 adopted Preliminary and Final/Annual Rate Resolutions in accordance with the requirements of the Ordinance to adopt and impose the Fire Rescue Assessments; and

WHEREAS, to facilitate the understanding of the public and simplify the administration of the Fire Rescue Assessments, the City adopted Preliminary Resolution No. 2017-084 and Annual Resolution No. 2017-105 to supersede and supplant all prior resolutions, without however affecting the validity or effectiveness of any prior resolutions for purposes of the Fire Rescue Assessments adopted and imposed by such prior resolutions; and

WHEREAS, the City in each year subsequent to 2017 has adopted Preliminary and Final/Annual Rate Resolutions in accordance with the requirements of the Ordinance to adopt and impose the Fire Rescue Assessments; and

WHEREAS, the City has engaged a rate consulting firm to analyze and adjust the City's assessment rates as needed for Fiscal Year 2022-23; and

WHEREAS, the City Commission of the City of Dania Beach, Florida, deems it to be in the best interest of the citizens and residents of the City of Dania Beach to adopt this Preliminary Rate Resolution to begin the process of adopting and imposing Fire Rescue Assessments for Fiscal Year 2022-2023;

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

Section 1. Authority. That this Resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance (Ordinance No. 10-96, subsequently codified as Chapter 23, Article VIII of the City of Dania Beach Code of Ordinances); the Initial Assessment Resolution (Resolution No. 63-96, also referred to as Resolution No. 1996-63); the Final Assessment Resolution (Resolution No. 72-96, also referred to as Resolution No. 1996-72); and all subsequent Fire Assessment Resolutions; and Florida Statutes 166.021 and 166.041, and other applicable provisions of law.

Section 2. Purpose, Effect and Definitions. That this Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2022. This Resolution ratifies, confirms and supplements the Ordinance and Preliminary Resolution No. 2017-084 and Annual Resolution No. 2017-105.

All findings of special benefit and fair and reasonable apportionment in the Ordinance and Resolution Nos. 2017-084 and 2017-105 are specifically, confirmed and incorporated in this Resolution by reference and amended in part as presented in this Resolution.

The Ordinance and Resolution Nos. 2017-084 and 2017-105 shall be referred to for definitions of capitalized terms except for the following terms:

(a) “2017 Methodology Report” shall be the term used in this and subsequent Resolutions to refer to the Methodology Report, dated June 2017 and including a July Addendum, as defined in Resolution No. 2017-084.

(b) “2018 Addendum” means the technical memorandum supplementing the 2017 Methodology Report and updating the calculation of Fire Rescue Assessments for Fiscal Year 2018-19.

(c) “2019 Addendum” means the technical memorandum affirming the rates previously established in the 2018 Addendum as being fair and reasonable for imposition for Fiscal Year 2019-2020.

(d) “2020 Addendum” means the technical memorandum, attached and incorporated within this Resolution as Exhibit A, modifying, affirming and supplementing the 2017 Methodology Report as further modified, affirmed and supplemented by the 2018 and 2019 Addenda, updating the calculation of Fire Rescue Assessments Rates for Fiscal Year 2020-21.

(e) “2021 Methodology Report” or “2021 Report” means the technical memorandum titled “City of Dania Beach, Florida Fire Services Assessment Methodology Report” prepared by Munilytics, Inc., dated July 8, 2021, attached and incorporated within this Resolution as Exhibit A, modifying, affirming and supplementing the 2017 Methodology Report, as modified, affirmed and supplemented by the 2017 Methodology Report and by the 2018, 2019, and 2020 Addenda. The 2021 Report updates and calculates the Fire Rescue Assessment Rates for Fiscal Year 2021-22.

(f) “2022 Methodology Report” or “2022 Report” means the technical memorandum titled “City of Dania Beach, Florida Fire Services Assessment Methodology Report” prepared by Munilytics, Inc., dated July 6, 2022, attached and incorporated within this Resolution as Exhibit A, modifying, affirming, and supplementing the 2017 Methodology Report, as modified, affirmed, and supplemented by the 2018, 2019, and

2020 Addenda, and the 2021 Report, updating the calculation of Fire Rescue Assessment Rates for Fiscal Year 2022-2023.

Section 3. Provision and Funding of Fire Services. That upon the imposition of Fire Rescue Assessments for fire services, facilities, or programs against Assessed Property located within the City, the City shall provide fire services to such Assessed Property. A portion of the cost to provide such fire services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining costs required to provide fire services, facilities, or programs shall be funded by lawfully available City revenues other than Fire Rescue Assessment proceeds. No EMS costs are included in the Fire Rescue Assessment, and EMS costs shall not be funded by Fire Rescue Assessment proceeds. It is ascertained, determined, and declared by this Resolution that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire services, facilities, or programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner as set forth in this Preliminary Rate Resolution.

Section 4. Imposition and Computation of Fire Rescue Assessments. That Fire Rescue Assessments shall be imposed against all Assessed Property based on the Fire Assessment rates as updated in the 2022 Report using the Fire Class Codes and Fire Basis data maintained by the BCPA for each Assessed Parcel. Fire Rescue Assessments shall be computed in the manner set forth in this Resolution, Resolution Nos. 2017-084 and 2017-105, as amended, the 2017 Methodology Report, the 2018, 2019, and 2020 Addenda, the 2021 Report, and as further modified, affirmed and supplemented by this Resolution and the 2022 Report which is attached to this Resolution. It is hereby determined and declared that the Fire Rescue Assessments for Fiscal Year 2022-2023 proposed in this Resolution, as may be adopted by a Final or Annual Resolution, shall be collected under the Uniform Assessment Collection Act.

Section 5. Legislative Determinations of Special Benefit and Fair Apportionment.

Adoption of this Resolution constitutes a legislative determination that all parcels assessed derive a special benefit and that the Fire Assessed Costs, as defined in Resolution No. 2017-084, as may have been amended, are apportioned fairly and reasonably, consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, and all subsequent Preliminary and Annual Resolutions and this Preliminary Resolution. The legislative

findings of special benefit and fair apportionment approved in the Ordinance and as presented in Resolution No. 2017-084, and as affirmed and modified by subsequently adopted resolutions, are ratified, confirmed, and incorporated herein, and are modified and amended as provided in this Resolution.

Section 6. Determination of Fire Assessed Costs; Establishment of Proposed Not-to-Exceed Fire Rescue Assessment Rates. The Fire Assessed Cost to be assessed and apportioned among Assessed Property within the City and the Proposed Not-to-Exceed Fire Rescue Assessment Rates for the Fiscal Year commencing October 1, 2022, are presented below. The approval of the Proposed Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Assessed Cost (as identified in the 2022 Report) and the maximum, or not-to-exceed, rates that may be imposed and collected for the upcoming fiscal year. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from lawfully available City revenue other than Fire Rescue Assessment proceeds.

PROPOSED NOT-TO-EXCEED FIRE RESCUE ASSESSMENT RATES

PROPERTY USE CATEGORIES	RATE BASIS	RATE
Residential	Per Dwelling Unit	\$ 250.81
Acreage/Vacant	Per Acre	\$ 95.21
Commercial	Per Square Feet	\$ 0.4735
Industrial/Warehouse	Per Square Feet	\$ 0.0294

Section 7. Preliminary Assessment Roll. The City Manager or designee is directed to prepare, or cause to be prepared, an updated Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided in the Ordinance and this Resolution. The updated Assessment Roll shall include all Assessed Properties within the Fire Class Code categories and incorporate the Proposed Rates referenced in Section 6 above. The City Manager or designee shall apportion the estimated Fire Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in Resolution Nos. 2017-084 and 2017-105, the 2017 Methodology Report, the 2018, 2019, and 2020 Addenda, the 2021 Report, and as modified and supplemented by the 2022 Report and this Resolution. A copy of this Preliminary Rate Resolution, the Ordinance, previously adopted Resolutions,

documentation related to the estimated amount of the Fire Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Preliminary Assessment Roll proposed for the Fiscal Year beginning October 1, 2022, be in printed form if the amount of the Fire Rescue Assessment for each parcel of Assessed Property can be determined by the use of a computer terminal available to the public.

It is ascertained, determined, and declared by this Resolution that the method of determining the Fire Rescue Assessments for fire services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Assessed Cost among parcels of Assessed Property located within the City.

Section 8. Authorization of Public Hearing. That there is established a public hearing to be held at 7:00 p.m. on September 14, 2022, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2022 and collecting such assessments on the same bill as ad valorem taxes. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Protection Assessment Rates, the Final Roll and the levy, collection and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

Section 9. Notice of Publication. That the City Clerk shall publish a notice of the public hearing authorized by Section 8 of this Preliminary Rate Resolution in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 24, 2022.

Section 10. Notice by Mail. That the Director of Finance shall provide information on the public hearing and the proposed not-to-exceed rates to the Broward County Property

Appraiser's Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by the Ordinance.

Section 11. Application of Assessment Proceeds. That proceeds derived by the City from the Fire Rescue Assessments will be utilized for the provision of fire services, facilities, and programs and will not be used for any EMS costs or services. In the event there is any unexpended or uncommitted assessment revenue remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire services, facilities, and programs.

Section 12. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are superseded and supplanted to the extent of such conflict.

Section 13. Severability. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 14. Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

CITY OF DANIA BEACH, FLORIDA

FIRE SERVICES ASSESSMENT METHODOLOGY REPORT

(“2022 Methodology Report”)

July 6, 2022

Prepared by Munilytics, Inc.

**City of Dania Beach, Florida
Fire Services Assessment
Methodology Report
“2022 Methodology Report”**

**Prepared for the
City of Dania Beach, Florida**

July 6, 2022



Executive Summary

This report updates the City of Dania Beach's ("the City") methodology and apportionment of costs associated with fire services provided by the City to its residents and businesses. Fire services are part of the total fire rescue service budget and it is only the fire portion of that budget that can be assessed to property owners. Emergency medical service costs, because they cannot be demonstrated to benefit property, are not assessable. The purpose of this report is to forecast the cost of fire services and apportion those costs to the properties benefiting from the City's fire service efforts.

The report details how the costs are determined, how they are apportioned, and what the maximum rates to various property categories would be if the full amount of fire service costs is recovered through an assessment on the benefited property. The annual costs to be assessed will need to be determined annually by the City based upon the budgeted costs for fire services for the year. This report will guide those annual assessment costs, typically set during the each year's budget cycle. This report uses as a base the tentative fire rescue fiscal year 2023 estimated budget. The apportionment of those costs relied upon actual call data for fire/rescue calls during calendar years 2017 through 2021.

Since the last study, call distribution has changed, probably due to the new development in the City and the return to work after the COVID-19 pandemic.

Introduction

The City of Dania Beach (“the City”) has annually levied and collected a Fire Assessment against benefitted properties within the City to fund the provision of fire services beginning with Fiscal Year 1996-1997. The City is considering the continuance of an assessment program for Fire Services (the “Fire Services”).

Fire call data can change from time-to-time and evaluations need to be done by the City to insure costs are being fairly apportioned to benefitted property.

The City has previously determined that the owners of property benefitted by the proposed Fire Services should share in funding these services by imposition of non-ad valorem assessments. The City can fund through assessments up to 100% of the net Fire Services assessable costs, estimated to be \$8,179,320 in fiscal year 2023, as noted in Appendix A, *Forecast of City of Dania Beach Fire Service Costs*. The City contracts with the Broward Sheriff’s Office (BSO) for fire rescue services and it also has legacy pension and other City costs that must continue to be funded in addition to those pension costs charged by BSO.

Procedural Requirements

The Florida Statutes contain several procedural requirements that define the process for adoption of the proposed Fire Services Assessments. Additionally, the City has adopted local legislation to provide general procedures and standards for the imposition of annual fire assessments.

The City may collect the assessments by direct mailing of bills to each assessed property or, if additional statutory requirements are or have been fulfilled, may collect the assessments on the annual property tax bill under the Uniform Assessment Collection Act, Section 197.3632, Florida Statutes. Regardless of the method of collection the City may use, the adoption of the Final Assessment Roll and Final Assessment Resolution shall place a lien equal to the amount of the total assessment, including interest, on each assessed property. Such lien is equal in rank and dignity to the lien of all state, county, district, and municipal taxes and other non-ad valorem assessments.

Estimated Cost of Fire Services

The City provides a full-service fire rescue department through a contract with BSO. At the time of this report, the City operated 2 fire stations. The contract with BSO also provides for fire inspection services. All other costs were deemed to not be within the confines of the assessment process. The net total assessable cost of fire services estimated for fiscal year 2023 is estimated to be \$8,179,320, as noted in Appendix A, *Forecast of City of Dania Beach Fire Service*. The costs have then been reduced by revenues related to the fire protection functions, which serves to reduce the cost of providing the service.

Appendix A details the annual forecast of costs the City is expected to incur through fiscal year 2027.

The Fire Services costs can include, but are not limited to:

1. The cost of physical construction, reconstruction, or completion of any required facility or improvement.
2. The costs incurred in any required acquisition or purchase.
3. The cost of all labor, materials, machinery and equipment.
4. The cost of fuel, parts, supplies, maintenance, repairs, and utilities.
5. The cost of computer services, data processing, and communications.
6. The cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever.
7. The cost of any indemnity or surety bonds and premiums for insurance.
8. The cost of salaries, volunteer pay, workers compensation, insurance, or other employment benefits.
9. The cost of uniforms, training, travel and per diem.
10. The cost of construction plans and specifications, surveys, and estimates of costs.
11. The cost of engineering, financial, legal, and other professional services.
12. The costs of compliance with any contracts or agreements entered into by the City to provide or obtain Fire Services.
13. All costs associated with the structure, implementation, collection, and enforcement of the Fire Services charges and amounts necessary to offset discounts received for early payment of Fire Services charges.
14. All other costs and expenses necessary or incidental to the acquisition provision or construction of Fire Services, facilities, or programs and such other expenses as may be necessary or incidental to any related financing authorized by the City Commission by subsequent resolution.

15. A reasonable amount for contingency and anticipated delinquencies and uncollectible Fire Services charges.
16. Reimbursement to the City or any other person for any moneys advanced for any costs incurred by the City or such person in connection with any of the foregoing components of Fire Services cost.
17. Any other cost that can be attributed to the provision of Fire Services within the City.

The City may choose to include all or only some of these costs so long as the total cost assessed does not exceed the actual cost of providing the service.

As noted earlier, these costs are further reduced by revenue attributed to Fire Services.

The net total assessable cost of fire services estimated for fiscal year 2023 of \$8,179,320 includes a reduction of \$807,250 that relate to fire services revenue. The revenue serves to reduce the total cost of assessable fire services.

Determination of Benefit & Delineation of Benefit Area

An important step in the assessment process is the determination of benefit and delineating the geographic area that will benefit from the Fire Services (the “Benefit Area”). The proposed Fire Services will service all properties within the entire City of Dania Beach. These Fire Services will, by their nature, provide direct benefit to the properties that will have these services. Vacant lands not used actively in the production of agricultural products and services have Fire Services provided to them, and the City has determined that Fire Services provided to those lands derive benefit to them, due to the urbanized nature of the City. A review of the call data for calendar years 2017 through 2023 also noted that calls for fire services to vacant parcels are occurring with increased frequency. Vacant parcels are specially benefitted from fire services in many ways, but because the parcels lack any structures and typically have fewer people present, the special benefit to vacant parcels is proportionally less than the special benefit to developed parcels. In recognition of this finding, the allocation of assessable costs to vacant parcels in the City has been reduced by 25%, with those costs reallocated proportionally among the developed property Categories.

The Benefit Area for the City of Dania Beach Fire Services assessments includes all such properties within the City. The parcels are identified by the unique Folio Number assigned by the Broward County Property Appraiser (BCPA) for purposes of the ad valorem property tax roll, as shown on the Preliminary Assessment Roll and more fully described below.

Cost Allocation Methodology

Using the BCPA's tax roll data, benefited parcels were identified using the various categories of land use codes within that data set. Additionally, and to keep the proposed apportionment categories as close to the existing categories as possible, we relied upon the Fire Class codes currently maintained by the BCPA. The BCPA has previously identified and coded the improved properties by type and assigned each parcel an appropriate Fire Class Code. We reviewed consistency in this data, and it was determined to be of high accuracy. This data has also undergone considerable review over time. The Fire Class codes thus used were as follows:

Residential ("R") This includes all residential dwelling units, be they single family, multifamily, mobile homes, or mobile home lots. This includes separate or attached guest houses or "granny flats" or anything considered a residential dwelling unit.

Commercial ("C") This includes all property used for commercial activity, except where otherwise identified by its own Fire Class code and includes office and retail uses. It also includes recreational vehicle lots converted to a commercial square footage as provided by statute.

Government ("X") This includes any property owned by a federal, state, or local government.

Special ("S", and generally mixed use) This includes property that has more than one use or improvement that contains more than one Fire Class code. An example might be a parcel which contained both a warehouse and an office use. Each use will be assigned the cost for that use.

Vacant Acreage Parcels Not Developed ("A") This includes land that does not contain any improvement or structure but excludes property classified as agricultural.

Warehouse/Industrial ("W") This includes manufacturing and processing sites, storage units (whether for commercial or non-commercial purposes), and warehousing sites.

Miscellaneous ("Y") This includes properties that are used for Charitable, Educational, Literary, Scientific, or Religious organizations, or other properties defined under Florida Statutes. These properties may be assessed or may be excluded by the City from year-to-year.

Though the BCPA differentiates in their database and for their purposes the Government (“X”) and Miscellaneous (“Y”) fire class codes, for purposes of this study, those codes and uses are combined because they are very similar in use and occupancy, involving many public assembly uses. It should also be noted that properties that can sometimes be exempt from this assessment (e.g., church-owned residential properties, portions of warehouses used for exempt purposes, portions of office buildings used for exempt purposes) remain classified as “R”, “C”, “W”, etc. and are included in the assessment calculations, but are not assessed if the City has excluded them from the assessment levy. Again, these codes are used by BCPA to assist them in the administration of their rolls, and we believe them to be highly accurate at the parcel level.

Each BCPA parcel for the City of Dania Beach also has, in addition to a Fire Class code, a Fire Basis element, which indicates the number of applicable billing units located on the parcel. For example, a single-family residential dwelling unit would have a Fire Basis element of “1”, indicating that the fixed residential assessment rate would be multiplied by “1” to arrive at an assessment amount and a duplex residential dwelling unit would have a Fire Basis element of “2”, indicating that the fixed residential assessment rate would be multiplied by “2” to arrive at an assessment amount, and so on. Commercial, Warehouse/Industrial, and Not-for-profit are based upon the square footage of buildings on the property. The sum of all structures of similar fire class are added together to determine the total square footage for each fire class on each parcel. Acreage is based upon the number or fraction of an acre for the parcel. The Fire Class code “S”, Special, generally includes mixed-use parcels that have mixed assessment rates applied to them. The sum of each category (e.g., “Residential”, “Commercial”, etc.) are added together within this coding. The Fire Basis element code in this Fire Class code in this category indicates the amount of the assessment for that Fire Class code. The BCPA handles mixed-use parcels as exceptions and manually calculates the assessment based upon the particular mix of uses that exist on those parcels.

Mobile Home parks are assessed whether or not a lot/space is occupied. Each mobile home lot/space is assessed a residential assessment rate. The commercial component of a mobile home park may include a calculation based on the total of any commercial structures located on the parcel plus an assigned commercial structure size of the minimum square footage of 1,200 square feet that is mandated by the Department of Health under Chapter 64E-15.002(3), Florida Administrative Code for Recreational Vehicle

Park spaces and a square footage of 500 square feet for tent spaces inside Recreational Vehicle Parks, also as mandated by Chapter 64E-15.002(3), Florida Administrative Code. The City does not have any parks that have only recreational vehicles. Mobile home parks are mixed-use parcels.

There were 14,036 unique parcels or folio numbers within the City of Dania Beach fire assessment district provided to us by the BCPA in July 2022. The parcel counts by BCPA Fire Class category code and use code counts appear below:

BCPA Fire Class Counts

Fire Class Category	Category Code(s)	Sum of Total Number of Units	Unit of Measure
Commercial	C	7,401,683	Square Feet
Acreage (vacant)	A	754	Acres
Residential	R	15,991	Dwelling Units
Warehouse/Industrial	W	6,046,044	Square Feet
Government/Not For Profit Exempt	X/Y	1,455,361	Square Feet

The City may not ultimately assess all the properties within these fire class categories for Fire Services as the City traditionally has exempted some uses (e.g., non-profits, houses of worship, and other properties also exempt from property taxes) of property from the fire assessment. Commercial, Warehouse/Industrial, and, if levied, Not-for-profit parcels are assessed based on square footage of the structures by fire class on each parcel. The costs associated with any exempt parcels have not been reallocated to the remaining non-exempt parcels and those costs are assumed by other sources of City revenue.

Fire/rescue Incidents

Fire/rescue call for service data is maintained by the Broward Sheriff's Office (BSO). BSO provided call data related to the City of Dania Beach for calendar years 2017 through 2021. The call data included all dispatched calls for all fire and rescue units at each of the City's five stations. The call data contained fire service calls, calls for rescue services, and all other calls. Because rescue services do not benefit property, this call data (Appendix B) was culled from further consideration, leaving only fire service call data in our analysis. We also excluded from the call data calls to property that was located outside of the City limits.

The Broward Sheriff's Office uses the National Fire Incident Reporting System (NFIRS) for the collection and categorization of all fire and rescue incident types. This system provides not only the nature of the call responded to but also includes the type of property involved in the call. This data forms the basis for determining not only which properties benefit from fire services, but also to what degree those types of properties demand service. While evaluating the call data, we exercised discretion in reclassifying certain incidents that we determined, for the purposes of this study, needed to be reclassified to accurately tie it to the most appropriate property use. As an example, an automobile fire in a parking lot at a shopping center would be reclassified from "uncovered parking" to a commercial use as the parking lot is considered to be part of the shopping center parcel.

During the five-year period (calendar years 2017 through 2021) studied, the City of Dania Beach had a total of 34,056 recorded incidents of which 3,452 were fire-related calls benefitting real property in the City. The remaining 30,603 were deemed to be generally rescue calls or otherwise incidents deemed not to have benefitted property, including mutual aid fire calls, calls that could not be ascribed to a particular property use (fires on streets and roads, waterways, etc.). Of the 3,452 fire-related calls, only 2,989 incidents could be attributed to a particular property type. The difference of 463 incidents were mostly calls along highways and roads that were not specific to any particular property type.

Calls were categorized into the two main categories (Fire and Rescue) based upon the Incident Type Number used in the NFIRS coding system. Also placed into the "Rescue" category, and excluded from fire calls, were calls that were not clearly fire related, or did not clearly benefit real property, or the address/location were indeterminate. Mutual aid

calls were excluded because they did not benefit Dania Beach properties. A list of the types of calls excluded from consideration of Fire Services apportionment is detailed in Appendix B, *Excluded Calls From Fire Services*.

The incident data also includes a “Property Use” code. These codes were then aggregated into larger Property Type codes that could be used to match more closely to the BCPA Fire Class Codes used for fire assessments. The following table details the 1,040 fire service incidents by the categories used to study fire service delivery and their corresponding BCPA Fire Class codes:

Fire Class	Category	Number of Attributed Fire Calls	Percent of Total
R	Residential	1,461	48.89%
C	Commercial	1,277	42.72%
W	Warehouse/Industrial	65	2.17%
A	Acreage (vacant)	35	1.17%
Y	Not For Profit	29	0.97%
X	Government	122	4.08%
		2,989	100%

The detail of and cross tabulation of this categorization appears in Appendix C, *Translation of NFIRS Property Use Code To BCPA Fire Class Code*. We then recoded the Fire Department incident data, Property Type codes, to the BCPA Fire Class coding. We then assigned the maximum assessment by category and in total for the City of Dania Beach and the expected cost of fire service delivery for fiscal year 2023 as noted in Appendix A, *Forecast of City of Dania Beach Fire Service Costs*:

Fiscal Year 2023 Anticipated Fire Services Cost and Fire Cost Apportionment

BCPA Fire Code Category	Category Description	Percent Allocated To Category	Portion of Estimated Budget Allocated (1)	Number of Units or Square Footage In Category	Max Rate Per Unit Or Square Foot
A	Acreage (vacant)	1.17%	71,774	754	95.21
C	Commercial	42.72%	3,504,547	7,401,683	0.4735
R	Residential	48.89%	4,010,705	15,991	250.81
W	Warehouse/Industrial	2.17%	178,017	6,046,044	0.0294
X	Government, Exempt	4.08%	334,704	not assessed	not assessed
Y	Not For Profit, Exempt	0.97%	79,574	not assessed	not assessed
	Totals	<u>100.00%</u>	<u>8,179,320</u>		
				Less: Costs Not Assessed	
			4,745	Exempt Acreage	
			900	Exempt Commercial	
			30,008	Exempt Residential	
			957	Exempt Warehouse/Industrial	
			333,716	Exempt Government	
			79,339	Exempt Not For Profit	
			<u>(449,666)</u>	Total Exempt	
			<u>7,729,653</u>	Assessment, Gross of Discount	

NOTE: (1) The budget allocation to Acreage ("A") has been reduced by 25% in recognition by the City that the special benefit from fire services to undeveloped property is less than the special benefit to developed properties. Thus 25% of the full budget allocation to Acreage (using the full % shown in column C) has been reallocated to the remaining Categories of developed property proportionally based on the allocation percentages shown in column C. Due to this adjustment, the resulting budget allocations shown in column D will differ from the allocations if calculated using the unadjusted percentages shown in column C.

It should also be noted that the tables have been developed using the latest property information supplied by the Broward County Property Appraiser's Office. The actual unit counts that exist from year-to-year will need to be used in developing the annual rates.

The preceding table includes houses of worship, not-for-profits, and other properties that are wholly or partially tax-exempt. Historically, the City exempts these uses from the fire assessment, but they may consider including them at a future date.

Allocation of Assessable and Non-Assessable Costs

The City utilizes personnel who are certified firefighters that may also be qualified medical personnel. Personnel assigned to medical units may also be called upon to assist in firefighting duties. Because emergency medical services (EMS) are not services for which the City can assess property, costs for those services cannot be included in the total fire services costs to determine the allowable assessed costs. Mutual aid services provided by other Fire Departments do not cost the City anything and those calls accordingly are not considered in this assessment.

ALLOCATIONS

BSO provides the City with an annual “Consideration” budget that becomes the contract cost for the ensuing fiscal year. The budget is for fire, rescue, inspection, and administrative costs of providing fire rescue services. Additionally, the City has costs in addition to its contract with BSO. When BSO took over fire rescue operations from the City, it was left with significant legacy pension costs related to its former employees that still must be funded. Similarly, the City must fund those employees share of the City’s other post-employment benefits (generally retiree medical costs). The City must also pay for the costs of administering the assessment itself. These costs include legal and professional fees, notification fees from the property appraiser’s office, advertising, and discounts allowed on early payments of property tax bills. Of the sum of these costs, only those costs directly attributable or allocated to fire services can be included in the assessment.

The remaining costs relate to the combined fire and rescue services and must be allocated between the operations of those two services. While there are many ways to allocate the costs of these services, we have chosen to allocate them in proportion to the staffing of the apparatus types deployed by BSO. Fire rescue budgets are largely driven by personnel costs. Fire costs are largely driven by insuring standby availability in the event of a fire. If no calls for rescue were ever recorded, a fire department budget would still have large fixed costs for firefighting services. The total cost for firefighting services generally will not change by very much for a range of calls for services. Unlike firefighting services, rescue services usually account for a significant amount of the calls for service to a department. While this puts more workload on those personnel assigned to rescue vehicles, the costs of rescue services are largely fixed over a range of calls for service. While there is more

variability in certain operational costs such as medical supplies, those variable costs do not account for a meaningful portion of total costs. Accordingly, we believe that the fairest apportionment method is one that utilizes apparatus-based personnel assignments. BSO operates two Quints and two rescue vehicles. The Quints each require three personnel each shift. One of the rescue units (Rescue 1) maintains three personnel per shift, while the other (Rescue 17) staffs two personnel per shift. BSO maintains one battalion chief per shift, which, for purposes of this allocation, has been presumed to be allocated in proportion to the staffing between fire and rescue services. The following table illustrates this approach:

Allocation Percentages Between Fire and Rescue			
Apparatus	Personnel Assigned	Fire	Rescue
Quint 1	3	3	
Quint 17	3	3	
Rescue 1	3		3
Rescue 17	2		2
	11	54.55%	45.45%

We benchmarked this against the prior study that utilized an “effort allocation” approach. That allocation technique uses an average duration of the type of call for service (Fire versus Non-fire), then weights that for the number of apparatus and personnel assigned to a typical call for service to determine a “resource factor”. This resource factor is then weighted for the number of calls to reach an “effort allocation”. This effort allocation becomes the basis for apportioning combined costs to fire and rescue services. In that approach in the prior study, the percentage of costs allocated to fire services was 52.52%, compared to the 54.55% reached by our approach. Both approaches provide a reasonable and similar allocation of costs. The “effort allocation” approach, while reasonable in its approach, requires a re-study of call data each time either the number of apparatus or the number of assigned personnel change. The staffing approach provides an easier to administer, but still reasonable, approach to cost allocation.

The administrative costs of the shift battalion chiefs have been apportioned between fire and non-fire costs. It is reasonable to assume that the administrative costs of management bear a direct relationship to the number of personnel being managed.

Benefit and Fair Apportionment

The improved and unimproved properties in the City are found to benefit from a special assessment because fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements, structures, and land through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire program; and (iv) containing fire incidents occurring on land and within miscellaneous buildings with the potential to spread and endanger other property and property features. Further, the availability and provision of comprehensive fire services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area, and the property and rental values within the assessable area. As discussed previously, because vacant parcels (Acreage) lack any structures and generally have a reduced presence of people, the special benefit to vacant parcels was deemed to be 25% less than the special benefit to improved properties.

The costs of the assessment have been fairly apportioned. While there can be many ways to fairly apportion the costs of the fire services to benefited properties, we note the following:

Apportioning costs among classifications of property based upon the historical demand for fire rescue services is a fair and reasonable method because it reflects the property uses' potential fire risk based upon building use and is a reasonable proxy for the firefighters training and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the City's standards and practices. It is fair and reasonable to allocate costs to any particular non-residential structure without any limit to the square footage of a structure as large buildings require more resources and more value of property benefits from fire protection. It is fair and reasonable to not consider the flow capacity of fire apparatus as a limiting factor to fire protection as larger buildings will have fire flows provided independent of the apparatus cumulative pumping capacity. The amount of personnel engaged in firefighting increases with building size and personnel costs are the largest costs in fire protection. Buildings cannot be permitted for

construction if a local government cannot provide adequate fire protection at the time they are ready for occupancy. Accordingly, we have removed tranches from earlier studies and have determined that limits on the size of structures may shift the cost burden to owners of smaller structures.

Apportioning costs among classifications of property (Fire Class code) based upon both historical demand for fire rescue services is fair and reasonable and proportional to the special benefit received and will ensure that no property is assessed an amount greater than the special benefit received.

Apportioning the percentage of the fire services assessed costs relating to historical calls for service among classifications of property (Fire Class code) is fair and reasonable because it reflects the property uses' potential fire risk based upon use and is a reasonable proxy for the number of firefighters, the firefighters training and experience, the quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the City's standards and practices.

Apportioning costs to unimproved properties is fair and reasonable as fire call data demonstrates that there are calls to those properties that are not infrequent. Fires on unimproved properties can spread to other parcels, both improved and unimproved, and in an urban environment, uncontrolled or unaddressed fires can cause significant damage. Property owners can be held responsible for fires on their property that spread to other parcels. Because unimproved properties (Acreage/Vacant) lack structures and generally have a lower presence of people, the responses to calls for service on those parcels are generally fewer in number and less involved than to properties with improvements. The allocation of assessed costs to vacant properties was adjusted to reflect a finding that their special benefit is 75% of the special benefit to developed property.

The fire rescue incident reports (NFIRS) are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the demand for fire services to protect and serve buildings and land located within assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire services from assessed property within the property use categories. The relative demand that has been determined for each property use category by an examination of such fire incident reports

is consistent with the experience of the City. Therefore, the use of the relative percentages that were determined by an examination of fire rescue incident reports is a fair and reasonable method to apportion the fire services assessed costs among the property use categories (Fire Class codes).

Neither the size nor the value of the residential property determines the scope of the required fire response by the City. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.

Apportioning the percentage of the fire services assessed costs relating to the relative demand for fire services attributable to residential property on a per dwelling unit basis (Fire Basis) is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

The separation of non-residential property buildings by actual square footage (Fire Basis) is fair and reasonable for the purpose of parcel apportionment for the relative demand because the demand for fire service is determined and measured by the actual square footage of structures and improvements within benefited parcels. The greater the building area, the greater the potential for a large fire and the greater the amount of firefighting resources that must be available in the event of a fire in a structure of that building's size. It is fair and reasonable to correlate a building's benefit directly to a building's size, without limit.

Based upon the historical demand for fire protection services, the percentages of the City's total fire protection assessable costs attributable to vacant non-agricultural properties were calculated. The costs attributable to parcels were divided by the number of acres (Fire Basis) associated with parcels in the Acreage category to compute the fire assessment rate per acre. An acreage charge is a fair and reasonable allocation.

For residential parcels that contain non-residential buildings, non-residential improvements located on the parcel were treated according to their non-residential property use category and size to compute the parcel's non-residential fire protection assessment. This assessment was then added to the parcel's residential fire services assessment. For non-residential parcels that contain a residence, the number of dwelling units by type located on the parcel was multiplied by the rate per dwelling unit to compute

the parcel's residential fire services assessment. This assessment was then added to the parcel's non-residential fire services assessment. For agricultural parcels that contain a residence or non-residential building, the parcel was assessed for the actual number of dwelling units by type located on the parcel and/or the appropriate assessment for the non-residential building square footage. The property used for agricultural purposes was not assessed.

We believe that the apportionment methodology prepared here is fair and reasonable and benefits the property that will be assessed and that it fits the particular properties in and nature of the City of Dania Beach.

APPENDIX A
FORECAST OF CITY OF DANIA BEACH FIRE SERVICE COSTS

City of Dania Beach

Development of Assessable Fire Service Costs

Projected Fiscal Years 2023-2027

	FY2023	FY2024	FY2025	FY2026	FY2027
Expenditures					
Broward Sheriff's Office	15,633,632	16,337,145	17,072,317	17,840,571	18,643,397
Less: EMS Costs	(130,000)	(135,850)	(141,963)	(148,352)	(155,027)
City Fire Costs	346,764	273,972	286,301	299,185	312,648
Total Net Fire Costs Before Allocation	15,850,396	16,475,268	17,216,655	17,991,404	18,801,018
Other City Operating Expenses	5,000	5,000	5,000	5,000	5,000
Property Appraiser and Tax Collector Fees	7,666	7,896	8,133	8,377	8,628
Advertisements	6,500	6,500	6,500	6,500	6,500
Legal and Professional Fees	6,000	6,000	6,000	6,000	6,000
OPEB Costs	-	-	-	-	-
Total Forecasted	15,875,562	16,500,664	17,242,288	18,017,281	18,827,146
Percentage Allocated To Fire Assessable Fire Costs	54.55%	54.55%	54.55%	54.55%	54.55%
	8,659,397	9,000,362	9,404,884	9,827,608	10,269,352
Less: Attributed Revenues					
Revenues					
Impact Fees	-	-	-	-	-
False Alarms	1,000	1,000	1,000	1,000	1,000
Hazmat Permit Fees	30,000	30,000	30,000	30,000	30,000
Fire Inspection Fees	776,250	803,419	831,538	860,642	890,765
Total Attributed Revenues	807,250	834,419	862,538	891,642	921,765
Net Assessable Fire Costs	7,852,147	8,165,943	8,542,346	8,935,966	9,347,587
Assessment Discounts	327,173	340,248	355,931	372,332	389,483
Special Assessments, Gross	8,179,320	8,506,191	8,898,277	9,308,298	9,737,070

APPENDIX B
EXCLUDED CALLS FROM FIRE SERVICES

NFIRS Incident Type Code	NIFIRS Incident Type Description
300	Health care, detention, & correction, other
321	Mental retardation/development disability facility
322	Alcohol or substance abuse recovery center
323	Asylum, mental institution
324	Motor vehicle accident with no injuries
331	Hospital - medical or psychiatric
342	Doctor, dentist or oral surgeon office
350	Extrication, rescue, other
352	Extrication of victim(s) from vehicle
357	Extrication of victim(s) from machinery
360	Water and ice-related rescue, other
361	Jail, prison (not juvenile)
363	Reformatory, juvenile detention center
365	Police station
381	Rescue or EMS standby
460	Dormitory-type residence, other
463	Vehicle accident, general cleanup
500	Mercantile, business, other
510	Person in distress, other
511	Lock-out
512	Ring or Jewelry Removal
540	Animal Problem, Other
541	Animal problem
542	Animal Rescue
550	Public Service assistance, other
551	Assist police or other governmental agency
552	Police matter
553	Public Service assistance, other
554	Assist invalid
600	Ind., utility, defense, agriculture, mining, other
611	Dispatched and canceled en route
621	Wrong location
622	No incident found on arrival at dispatch address
661	EMS call, party transported by non-fire agency
900	Outside or special property, other

APPENDIX C

Translation of NFIRS Property Use Description To BCPA Fire Class Code

NFIRS Property Use Description	BCPA Fire Code
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Adult education center, college classroom	Y
Alcohol or substance abuse recovery center	I
Amusement center: indoor/outdoor	C
Bank	C
Boarding/rooming house, residential hotels	C
Business office	C
Casino	C
Casino, gambling clubs	C
Church, mosque, synagogue, temple, chapel	Y
Clinics, doctors offices, hemodialysis cntr, other	C
Clubs, other	I
Construction site	C
Convenience store	C
Crops or orchard	L
Day care, in commercial property	C
Department or discount store	C
Dock, marina, pier, wharf	W
Dump, sanitary landfill	W
Educational, other	Y
Electric-generating plant	W
Electronic amusement center	C
Elementary school, including kindergarten	Y
Energy production plant, other	W
Fire station	X
Food and beverage sales, grocery store	C
Gas distribution, gas pipeline	W
General retail, other	C
Graded and cared-for plots of land	L
High school/junior high school/middle school	X
Hospital - medical or psychiatric	I
Hotel/motel, commercial	C
Household goods, sales, repairs	C
Industrial plant yard - area	W
Laboratory or science laboratory	C
Laundry, dry cleaning	C
Livestock, poultry storage	C
Manufacturing, processing	C

APPENDIX C
Translation of NFIRS Property Use Description To BCPA Fire Class Code
(Continued)

Mental retardation/development disability facility	I
Mercantile, business, other	C
Motor vehicle or boat sales, services, repair	C
Multifamily dwelling	R
Museum	X
Office: veterinary or research	C
Open land or field	A
Outside material storage area	A
Personal service, including barber & beauty shops	C
Places of worship, funeral parlors, other	Y
Preschool	C
Professional supplies, services	C
Public or government, other	X
Railroad yard	C
Recreational, hobby, home repair sales, pet store	C
Reformatory, juvenile detention center	I
Refrigerated storage	C
Residential board and care	I
Residential or self-storage units	W
Restaurant or cafeteria	C
Sanitation utility	W
Schools, non-adult, other	C
Service station, gas station	C
Specialty shop	C
Textile, wearing apparel sales	C
Vacant lot	L
Warehouse	W
Yacht Club	W

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

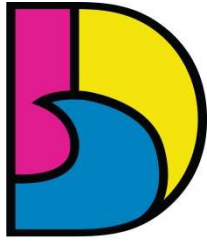
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Resolution, WM - Dania Beach CPI Notice Effective 10-01-22



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer  Frank DiPaolo
cn=Frank DiPaolo, o=City of Dania
Beach, ou=Finance,
email=fdipaolo@danibeachfl.gov, c=US

SUBJECT: Non-ad valorem assessment rates for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

REQUEST

Approval of preliminary resolution establishing estimated non-ad valorem assessment rates for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

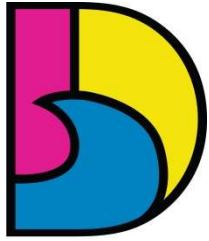
BACKGROUND

The City levies an annual assessment to fund costs for Residential Solid Waste Services. The annual assessment provides a special benefit to real property, using a methodology that fairly apportions the cost of the assessed service among benefitted properties.

The attached Preliminary Assessment Resolution sets forth the proposed assessment rates for the Fiscal Year 2022-2023. It also provides for a public hearing for the adoption of the final assessment roll for Wednesday, September 14th, 2022, and for notice for such hearing. The September 14th meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

The City's collection and disposal service provider Waste Management has provided preliminary rates effective October 1, 2022 for Residential Solid Waste Collection Services. The City Administration recommends an increase in the assessment rate of \$1.00 per month, per unit, for a total increase of \$12.00 annually.

During the FY2020/21 budget, the City created a Special Revenue Fund to account for all Solid Waste activities, ensuring the function is self-sustaining and over time, accumulating a reserve balance that can be used toward additional trash collection, new trash/recycling containers, community outreach programs, and infrastructure improvements. The proposed assessment rate will for optimal operation of the solid waste collection function, while ensuring adequate resources are available for the needs mentioned above.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

ATTACHMENTS

Preliminary Assessment Resolution
Proposed Assessment Exhibit for FY2022/23
Waste Management Rate Breakdown October 1, 2022

BUDGETARY IMPACT

The recommended annual Residential Solid Waste Services Assessment of \$396.00 is intended to fund approximately \$2.83 million of the City's Solid Waste function, with a gross levy of \$2.96 million.

RECOMMENDATION

Recommend that the City Commission adopt the preliminary resolution establishing the estimated non-ad valorem assessment rate for Residential Solid Waste Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

RESOLUTION NO. 2022-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THAT NOTICE OF THE HEARING BE ISSUED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, enacted Ordinance No. 09-96 (the "Ordinance"), which authorizes the re-imposition of annual Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities or programs against certain Assessed Property within the City; and

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste collection and disposal services, facilities or programs has proven to be an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Assessed Property located in those incorporated areas of the City annexed pursuant to Chapter 90-483, Laws of Florida (the "Griffin Road Annexation Area") and annexed pursuant to Chapter 2000-474, Laws of Florida (collectively referred to as the "Solid Waste Assessment Area"); and

WHEREAS, on December 9, 2008, the City passed Resolution No. 2008-221 amending Resolution No. 64-96 to use the uniform method of collecting solid waste assessments for all properties located within the boundaries of the City of Dania Beach; and

WHEREAS, the City Commission desires to impose an annual Solid Waste collection and disposal assessment program within the boundaries of the City of Dania Beach, using the property tax bill (the "Ad Valorem" tax bill) collection method for the Fiscal Year beginning on October 1, 2022;

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

Section 1. **Authority.** That this Resolution is adopted pursuant to the provisions of the Solid Waste Service Assessment Ordinance (Ordinance No. 09-96); the Initial Assessment Resolution (Resolution No. 64-96); the Resolution amending Resolution No. 64-96 (Resolution

No. 2008-221); the Final Assessment Resolution (Resolution No. 71-96); Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. That this Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022. All capitalized words and terms not otherwise defined in this Resolution shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution. Unless the context indicates otherwise, words using the singular number include the plural number, and vice versa.

Section 3. Provision and Funding of Solid Waste Services. That upon the imposition of Solid Waste Service Assessments for Solid Waste collection and disposal against Assessed Property located within the boundaries of the City of Dania Beach, the City shall provide Solid Waste collection and disposal services to such Assessed Property.

It is ascertained, determined, and declared that each parcel of Assessed Property located within the City of Dania Beach will be benefited by the City's provision of Solid Waste collection and disposal services in an amount not less than the Solid Waste Service Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

Section 4. Legislative Determinations of Special Benefit and Fair Apportionment. That the legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated in this Resolution by reference.

Section 5. Establishment of Annual Solid Waste Service Assessment Rate. That for the Fiscal Year beginning October 1, 2022, Solid Waste Service Assessments for Solid Waste collection and disposal services, facilities and programs are to be re-imposed and the Solid Waste Cost shall be allocated among all parcels of Assessed Property, as deemed necessary by the City of Dania Beach. A rate of assessment not to exceed \$396.00 for each dwelling unit is established.

Section 6. The City Manager is directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year beginning October 1, 2022, in the manner provided in the Ordinance. The updated Assessment Roll shall contain the following: (1) a summary

description of all Assessed Property within the Solid Waste Assessment Area; (2) the name and address of the owner of record of each parcel as shown on the Tax Roll; and (3) the amount of the Solid Waste Service Assessment for Solid Waste collection and disposal services. Copies of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the updated Assessment Roll are maintained on file in the office of the City Clerk and are open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public. The Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

It is ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste collection and disposal services is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Assessed Property.

Section 7. Authorization of Public Hearing. That there is established a public hearing to be held at 7:00 p.m. on September 14, 2022, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, per the meeting agenda or the TRIM notice mailed by the Property Appraiser, at which time the City Commission will receive and consider any comments on the Solid Waste Service Assessments from the public and affected property owners and consider re-imposing the Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022, and collecting such assessments on the same bill as ad valorem taxes.

Section 8. Notice of Publication. That the City Clerk shall publish a notice of the public hearing authorized by Section 7 of this Preliminary Rate Resolution in the manner and time provided in Sections 2.04 and 2.08 of the Ordinance. The notice shall be published no later than August 24, 2022, in substantially the form attached to this Resolution.

Section 9. Notice by Mail. That the Director of Finance shall provide information on the public hearing and the “not to exceed” rate to the Broward County Property Appraiser’s Office to be included in the TRIM (Truth in Millage) Notice which will serve as first class notice as required by the Ordinance, no later than August 4, 2022.

Section 10. Severability. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 12. Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SOLID WASTE SERVICE ASSESSMENTS

Notice is given that the City Commission of the City of Dania Beach will conduct a public hearing to consider re-imposing Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022, against certain improved residential properties located within those incorporated areas of the City of Dania Beach.

The solid waste service assessments will be computed by multiplying the number of dwelling units on each parcel by the rate of assessment. The rate of assessment for the upcoming fiscal year shall be \$396.00. Unimproved properties, mobile home parks, apartments with four or more dwelling units, condominiums, or commercial properties are not subject to the solid waste service assessment.

Copies of the Solid Waste Service Assessment Ordinance (Ordinance No. 9-96), the Initial Assessment Resolution (Resolution No. 64-96), the Final Assessment Resolution (Resolution No. 71-96), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Solid Waste Service Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office.

If you have any questions, please contact the City's Department of Finance at (954) 924-6800 Ext. 3620, Monday through Friday between 9:00 a.m. and 4:00 p.m.

The above special assessments will be collected on the ad valorem tax bill (the "Property tax" bill) to be mailed in November 2022, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. These special assessment programs proved to be successful last year in fairly and efficiently providing a much-needed alternative funding and collection approach for these vital and essential services.

A PUBLIC HEARING WILL BE HELD AT 7:00 P.M. ON SEPTEMBER 14, 2022, IN THE CITY OF DANIA BEACH CITY COMMISSION CHAMBER 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA, PER THE MEETING AGENDA OR THE TRIM NOTICE MAILED BY THE PROPERTY APPRAISER, FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON ALL OF THE PROPOSED ASSESSMENTS. All affected property owners have a right to appear at the hearing, to speak at the hearing, and to file written objections with the City Commission within twenty (20) days of this notice. If a person

decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 924-6800 Ext. 3624, at least two (2) days prior to the date of the hearing.

**CITY COMMISSION OF THE
CITY OF DANIA BEACH, FLORIDA**



Waste Management Inc. of Florida
1800 N. Military Trail, Suite 201
Boca Raton, FL 33431

June 30, 2022

Via E-Mail

Mr. Fernando Rodriguez
Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004
Frodriguez@daniabeachfl.gov

Re: WM Notice of Annual CPI Adjustment Effective October 1, 2022

Dear Mr. Rodriguez:

Attached, please find the Solid Waste and Recycling Collection rates effective October 1, 2022. The rates have been adjusted in accordance with our contract terms with respect to the changes in the Consumer Price Index (CPI).

Should you have any questions, please contact me at 954-856-7192.

Sincerely,

A handwritten signature in blue ink that reads 'Barbara Herrera'.

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Attachment

CC: Dincer Ozaydin, Public Services Deputy Director, City of Dania Beach, FL
Luigi Pace, Area Manager Public Sector Solutions, WMIF

**Waste Management Inc. of Florida
City of Dania Beach
Residential Solid Waste Rate Schedule
Effective October 1, 2022**

	Resi MSW	Resi RCY	Totals
Collection	\$ 16.73	\$ 3.73	\$ 20.45
Disposal MSW	\$ 5.41		\$ 5.41
Disposal Bulk	\$ 1.84	\$ -	\$ 1.84
RCY Process		\$ 2.27	\$ 2.27
Total Rate/Unit	\$ 23.98	\$ 6.00	\$ 29.97

CPI for All Urban Consumers (CPI-U)
Original Data Value

For the City of Dania Beach

(For the Collection Portion of the Rates)

Series Id: CUUR0300SA0,CUUS0300SA0

Not Seasonally Adjusted

Series Title: All items in South urban, all urban consumers, not seasonally adjusted

Area: South

Item: All items

Base Period: 1982-84=100

Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259	256.498	266.020
2022	271.634	274.688	278.598	279.879	283.307										

Avg Jun'20 - May'21 252.041

Avg Jun'21 - May'22 270.491

Index Change = 18.450

CPI Change = 7.32%

NTE 5% 5.00%

CPI Applied 5.00%

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

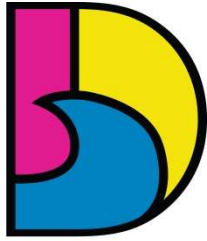
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Resolution



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer  Frank DiPaolo
cn=Frank DiPaolo, o=City of Dania
Beach, ou=Finance,
email=fdipaolo@daniabeachfl.gov,
c=US

SUBJECT: Non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

REQUEST

Approval of a preliminary resolution establishing the non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

BACKGROUND

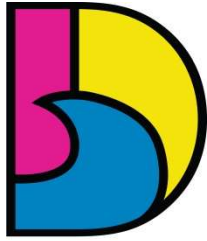
The City levies an annual assessment to fund the costs of its Stormwater Utility Services. In developing the assessment, it was initially determined that the median single-family residence in the City includes 1,720 square feet of impervious surface on a median lot size of 6,500 square feet, which is defined as one "equivalent residential unit" or "ERU" and has an impervious factor of 0.26. The City determined that all Single-Family Parcels within the Stormwater Service Area are likely to have a similar impact on the Stormwater system and therefore, it is fair and reasonable to assign one (1) ERU to each Single-Family Parcel. Each ERU is currently assessed at \$60 annually.

The City Administration is proposing no change to the assessment, as currently this rate is both necessary and appropriate to finance operations of the Stormwater division, providing the ability to adequately finance all necessary projects, and allowing for the appropriate level of reserves in the Stormwater Fund

The attached Preliminary Assessment Resolution sets forth the proposed assessment rate for Fiscal Year 2022-2023 and provides for a public hearing for the adoption of the final assessment roll for Wednesday, September 14th, 2022 and for notice for such hearing. The September 14th meeting is noticed through the annual TRIM (Truth in Millage) notices forwarded by the Broward County Property Appraiser's Office to all property owners, as well as published notice by the City Clerk. State law requires the City to conduct a public hearing to levy the special assessment, with no less than twenty (20) days' notice of the public hearing.

ATTACHMENTS

Preliminary Assessment Resolution
Proposed Assessment Exhibit for FY2022/23



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

BUDGETARY IMPACT

The recommended annual Stormwater Special Assessment of \$60.00 is intended to fund approximately \$3.21 million of the City's Stormwater Fund budget, with a gross levy of \$3.06 million.

RECOMMENDATION

Recommend that the City Commission adopt the preliminary resolution and increase in rate establishing the non-ad valorem assessment rate for Stormwater Utility Services for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

RESOLUTION NO. 2022-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, implemented a recurring annual Stormwater Assessment Program to provide funding for the City's stormwater services and facilities; and

WHEREAS, the City Public Services Department has developed a program for improving stormwater services within the City that will entail loan financing, grants, and pay as you go financing that result in substantial facility improvements, as well as loan repayment costs in the coming years; and

WHEREAS, the cost of the City's planned borrowing and stormwater capital improvements requires continued annual funding; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Dania Beach to adopt this Preliminary Rate Resolution establishing proposed fees for stormwater assessments.

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

Section 1. That the Preliminary Stormwater Assessment rate for the fiscal year beginning October 1, 2022, is established at an equivalent residential unit rate ("ERU") of \$60.00.

Section 2. That the City Manager is directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2022.

Section 3. That there is established a public hearing to be held at 7:00 p.m. on September 14, 2022, in the City of Dania Beach City Commission Chamber, 100 West Dania Beach Boulevard, Dania Beach, Florida, 33004, per the meeting agenda or the TRIM notice mailed by the Property Appraiser, at which time the City Commission will receive and consider any comments on the Stormwater Assessments from the public and affected property owners,

consider imposing Stormwater Assessments for the Fiscal Year beginning October 1, 2022, and the collection of such assessments on the same bill as ad valorem taxes.

Section 4. That the City Clerk shall publish a notice of the public hearing in the local newspaper. The notice shall be published no later than August 24, 2022, in substantially the form attached.

Section 5. That the Director of Finance shall provide information on the public hearing and the “not to exceed” rate to the Broward County Property Appraiser’s Office to be included in the TRIM (Truth in Millage) Notice to serve as first class notice as required by the Ordinance no later than August 4, 2022.

Section 6. That proceeds derived by the City from the Stormwater Assessments will be utilized for the provision of stormwater services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund stormwater services, facilities, and programs.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

Section 9. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

STORMWATER SPECIAL ASSESSMENTS

Notice is given that the City Commission of the City of Dania Beach will conduct a public hearing to consider re-imposition of stormwater assessments for the provision of stormwater management services within the City of Dania Beach for the Fiscal Year beginning October 1, 2022.

The stormwater assessments are based on two components – the impervious area of the property and the percentage of impervious area as compared to the median single-family home. Both variables are required to determine the appropriate amount of stormwater runoff generated by impervious surface on each parcel of property. Impervious surfaces include rooftops, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the City includes 1,720 square feet of impervious surface on a median lot size of 6,500 square feet, which is defined as one "equivalent residential unit" or "ERU" and has an impervious factor of 0.26. The annual stormwater assessment rate for the upcoming fiscal year will be \$60.00 for each ERU. Since verifying the impervious surface for each single-family residence in the City is a practical impossibility, all single-family residences have been assigned one ERU. Mobile homes on owner-occupied lots in mobile home parks have been assigned one-half ERU. All other properties have been calculated individually as follows:

- For condominiums, the total impervious area (TIA) is calculated for the condominium community, including parking and association property. The total area (TA) encompassed by the development is determined as follows:
$$((TIA/1720) \times (TIA/(0.26 \times TA)))/\text{number of units in complex};$$
- While vacant property has no impervious area, it may still contribute to the City's stormwater system, so the assessment is based on the total area (TA). As a result, vacant property assessments are calculated without the operating component as follows: $0.2 \times TA/6500$;
- For mobile home parks, the typical mobile home, driveway, pad and ancillary activities constitute 1300 square feet. Therefore, the total impervious area (TIA) for mobile home parks was determined by multiplying the number of potential mobile homes by 1300. The formula is: $(1300 \times \text{No of MHs}/1720) \times (TIA/(0.26 \times TA))$; and
- For all other property uses the total impervious area (TIA) is calculated for the property, including parking. The total area (TA) encompassed by the development is also calculated. The assessment is determined as follows: $(TIA/1720) \times (TIA/(0.26 \times TA))$.

A credit system has been developed for those properties that retain stormwater on site. The policy grants an eighty (80) percent credit to those properties. Properties that cannot benefit in any way from the City's stormwater program are granted 100 percent credits.

Copies of the Stormwater Utility Ordinance (Ordinance No. 13-96), the Initial Stormwater Assessment Resolution (Resolution No. 73-96), the Final Stormwater Assessment Resolution (Resolution No. 73-96, as amended by Resolution No. 103-96, and Resolution 116-96), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and re-imposing the Stormwater Assessments, the proposed amendments to the Stormwater Ordinance and the updated Stormwater Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office.

If you have any questions, please contact the City's Department of Finance at (954) 924-6800 Ext. 3620 between 9:00 a.m. and 4:00 p.m. The above special assessments will be collected on the ad valorem tax bill (the "Property tax" bill) to be mailed in November, 2022, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. These special assessment programs proved to be successful last year in fairly and efficiently providing a much-needed alternative funding and collection approach for these vital and essential services.

A PUBLIC HEARING WILL BE HELD AT 7:00 P.M. ON SEPTEMBER 14, 2022, IN THE CITY OF DANIA BEACH CITY COMMISSION CHAMBER, 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA, PER THE MEETING AGENDA OR THE TRIM NOTICE MAILED BY THE PROPERTY APPRAISER, FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON ALL OF THE PROPOSED ASSESSMENTS. All affected property owners have a right to appear at the hearing, to speak at the hearing, and to file written objections with the City Commission within twenty (20) days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954) 924-6800 Ext. 3624, at least two days prior to the date of the hearing.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2022-2023 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE RATE AS APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING TO HEAR OBJECTIONS AND QUESTIONS CONCERNING THE MILLAGE RATE, AND AT WHICH MEETING THE QUESTIONS AND CONCERNS WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

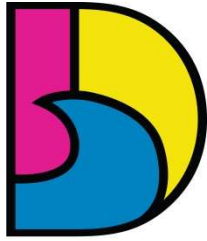
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Resolution, Florida Department of Revenue Forms



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer  Frank DiPaolo
cn=Frank DiPaolo, o=City of Dania Beach,
ou=Finance,
email=fdipaolo@daniabeachfl.gov, c=US

SUBJECT: Approval of a resolution adopting proposed millage rates for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023, and setting the date, time, and place of the first Budget Public Hearing.

REQUEST

In accordance with Part III, Article 3, Section 4(g) of the City of Dania Beach Charter, the operating budget for the City's operations for Fiscal Year 2022-23 have been prepared and submitted. The City Administration requests approval of a resolution adopting proposed millage rates for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023, and setting the date, time, and place of the first Budget Public Hearing.

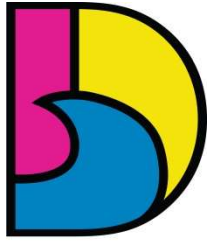
BACKGROUND

Prior to August, the City is must establish the maximum millage rates to appear on the Truth in Millage (TRIM) notices mailed by the Broward County Property Appraiser in August to all property owners. These rates may be decreased but not increased in September at the final public budget hearing without additional first-class mail notification. The July 1st total taxable value of \$5,183,997,434 reflects an overall increase of 12.52% over the final 2021 value. The recommended rates reflect no increase in the current operating millage, and a decrease in the voted debt millage due to the increase in assessed values.

For the required millage and budget public hearing dates, the City Administration recommends September 14th, 2022 and September 27th, 2022. On September 14th, the City will also adopt its assessment rates, which will be discussed as separate agenda items. Further, the public hearings will be incorporated into both regular City Commission meeting agendas.

ATTACHMENTS

Resolution to establish proposed tentative operating and debt service millage rates
Taxable Value Report – July 1, 2022
Florida Department of Revenue Forms – DR420, DR420DEBT, and DR420MM-P



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

MEMORANDUM

BUDGETARY IMPACT

Adoption of the following proposed millage rates will provide the required funding for the operations and debt service of the City of Dania Beach for the Fiscal Year ending September 30, 2023:

Operating: **5.9998** (no change)

Debt Service: **0.1330** (0.0111 decrease)

Total combined millage levy: **6.1328**

This results in a gross combined ad valorem levy of \$31,792,419 and net minimum budgeted revenue of \$30,361,760.

RECOMMENDATION

Recommend that the City Commission adopt the resolution approving the proposed millage rates and set the date, time, and location of the first Public Hearing to consider the proposed millage rates and the tentative budget.

RESOLUTION NO. 2022-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2022-2023 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE RATE AS APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING TO HEAR OBJECTIONS AND QUESTIONS CONCERNING THE MILLAGE RATE, AND AT WHICH MEETING THE QUESTIONS AND CONCERNS WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter (Part VII, Article 1, Section 2) of the City of Dania Beach, Florida, and state law (Florida Statutes, Section 200.065) require that the City Commission shall, by resolution, adopt an annual budget, determine the amount of millage necessary to be levied and publish the budget so adopted, together with a notice stating the time and place where objections and questions may be heard; and

WHEREAS, the City Manager of the City of Dania Beach, Florida, has prepared and submitted to the City Commission an annual report covering the operation of the City and has set forth in it an estimate of the expenditures and revenues of the City for the ensuing year, beginning October 1, 2022, and ending September 30, 2023, with sufficient copies of such report and estimate being on file in the office of the City Clerk so that any interested party may obtain copies upon request; and

WHEREAS, pursuant to the referendum approved by the voters of the City in the March 2005 General Election, the issuance of General Obligation bonds in an amount not to exceed \$10,300,000.00 was authorized; and

WHEREAS, the City has issued General Obligation Bonds in the total amount of \$10,300,000.00, and for Fiscal Year 2022-2023 the City will be levying a debt millage equal to 0.1330 mills towards the payment of principal and interest; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting the estimate, affording the City Commission a comprehensive understanding of the City Government budget and funding for the ensuing period, including expenditures for corresponding items during the last two fiscal years, and any increase and

decrease in financial demands for the ensuing year, as compared with corresponding appropriations for the last (prior) fiscal year; and

WHEREAS, the City Commission has met and considered the City Manager's annual report and estimate for the ensuing year; has determined and fixed the amount necessary to carry on the government of the City for the ensuing year; has prepared a tentative budget setting forth the amounts necessary to be raised for the various departments of the City; and has appropriated the necessary amounts to the various departments of the City, considering the applicable funds on hand and the estimated departmental revenues; and

WHEREAS, the City Commission, in order to produce a sufficient sum to fund the tentative budget, it is recommended that a provisional millage of 5.9998 mills be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach; and

WHEREAS, the "rolled back rate" as computed in accordance with the provisions of Section 200.065(1), Florida Statutes, is 5.4281 mills;

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

Section 1. That the proposed tentative operating millage necessary to be levied against ad valorem valuation of property subject to taxation in the City of Dania Beach to produce a sufficient sum, which, together with departmental revenue, will be adequate to pay the appropriations made in the tentative budget, is as follows:

FOR OPERATING BUDGET:

(GENERAL MUNICIPAL MILLAGE) 5.9998 MILLS

Section 2. That the proposed millage rate is a 10.53% increase from the rolled back rate, as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

Section 3. That the voted debt service millage rate is 0.1330 mills, as established in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 4. That the City's aggregate tentative millage rate is 6.1328 (a combined total Millage of 5.9998 Mills for operating and 0.1330 mills for debt service).

Section 5. That the City Commission of the City of Dania Beach will meet on September 14, 2022, at 7:00 p.m. in the City of Dania Beach City Commission Chamber, at 100 West Dania Beach Boulevard, Dania Beach, Florida for the purpose of considering and adopting the above stated millage rate and answering questions concerning same. The City Manager shall

specify the purposes for which ad valorem tax revenues are being increased, if any, over the “rolled back rate”.

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 take effect and be in force immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2022	County : BROWARD
Principal Authority : CITY OF DANIA BEACH	Taxing Authority : CITY OF DANIA BEACH

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	4,412,955,750	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	764,496,833	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,544,851	(3)	
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	5,183,997,434	(4)	
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	91,511,298	(5)	
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	5,092,486,136	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	4,607,231,709	(7)	
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☒ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES	☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.			
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/30/2022 9:03 AM			

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	5.9998	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	27,642,469	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	27,642,469	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	5,092,486,136	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	5.4281	per \$1000	(16)
17.	Current year proposed operating millage rate	5.9998	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	31,102,948	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 27,642,469	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			5.4281 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 28,139,256	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 31,102,948	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			5.9998 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			10.53 %	(27)
First public budget hearing		Date :	Time :	Place :	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title : FRANK DiPAOLO, FINANCE DIRECTOR		
	Mailing Address :		Physical Address : 100 WEST DANIA BEACH BLVD		
	City, State, Zip : DANIA BEACH, FLORIDA 33004		Phone Number : 954/924-6800 Ext. 3609		Fax Number : 954/922-5619



CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2022	County : BROWARD
Principal Authority : CITY OF DANIA BEACH	Taxing Authority : CITY OF DANIA BEACH
Levy Description : VOTED DEBT	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	4,412,955,750	(1)
2.	Current year taxable value of personal property for operating purposes	\$	764,496,833	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	6,544,851	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	5,183,997,434	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/30/2022 9:03 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.1330	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)
SIGN HERE	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title :	Contact Name and Contact Title : FRANK DiPAOLO, FINANCE DIRECTOR		
	Mailing Address :	Physical Address : 100 WEST DANIA BEACH BLVD		
	City, State, Zip : DANIA BEACH, FLORIDA 33004	Phone Number : 954/924-6800 Ext. 3609	Fax Number : 954/922-5619	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: 2022		County: BROWARD	
Principal Authority : CITY OF DANIA BEACH		Taxing Authority: CITY OF DANIA BEACH	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.4281	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2021 Form DR-420MM, Line 13	6.2506	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	5.9998	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 4,607,231,709	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 28,797,963	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 28,797,963	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 5,092,486,136	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	5.6550	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	5.6550	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0613	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	6.0017	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	6.6019	per \$1,000 (14)
15.	Current year proposed millage rate	5.9998	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	6.0017	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 5,183,997,434	(18)

Continued on page 2

Taxing Authority : CITY OF DANIA BEACH		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 31,102,948	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 31,112,797	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21. Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>		\$ 0	(21)
22. Total current year proposed taxes <i>(Line 19 plus Line 21)</i>		\$ 31,102,948	(22)
Total Maximum Taxes			
23. Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>		\$ 0	(23)
24. Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>		\$ 31,112,797	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title : FRANK DiPAOLO, FINANCE DIRECTOR	
	Mailing Address :	Physical Address : 100 WEST DANIA BEACH BLVD	
	City, State, Zip : DANIA BEACH, FLORIDA 33004	Phone Number : 954/924-6800 Ext. 3609	Fax Number : 954/922-5619

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING ARTICLE X, ENTITLED "SMOKING RESTRICTIONS IN PUBLIC PARKS" OF CHAPTER 17 OF THE CITY CODE OF ORDINANCES ("OFFENSES; MISCELLANEOUS"), AND CREATING SECTION 17-30, ENTITLED, "SMOKING AND VAPING PROHIBITED IN PUBLIC PARKS, BEACH AND WITHIN 25 FEET OF A PUBLIC ENTRANCE OR EXIT OF A BUSINESS LOCATED WITHIN THE CITY'S BOUNDARIES"

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - smoking ban enactment, O-2022- Creating Sec. 17-30 Smoking and Vaping Restrictions in Public Parks, Beach and Within 25 Feet of Public Entrance or Exit of a Business



CITY OF DANIA BEACH CITY MANAGER'S OFFICE

MEMORANDUM

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**

SUBJECT: City Regulation Relating to Smoking or Vaping in Public Parks, Beach or Within 25 Feet of a Store Front.

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach,
ou=Legal Department,
email=eboutsis@daniabeachfl.gov, c=US
Date: 2022.06.28 09:19:44 -04'00'

The Request

To approve a City regulation relating to smoking or vaping in public parks, beach, or within 25 feet of a store front.

Background

Several years ago, the Florida Legislature enacted section 386.209, entitled “Regulation of smoking preempted to state,” which preempted all local regulations relating to smoking. Last year, the City adopted an ordinance striking the City’s smoking policy from the Code and “reserving” section 17-30 of the Code, as the City was preempted and the language was unenforceable.

In 2022, the Florida Legislature enacted House Bill 105, an amendment to Florida Statutes 386.201, “The Florida Clean Air Act,” which amendment **no longer preempts the regulation of smoking by local government**, and which was signed into law by the Governor on June 24, 2022. Therefore, consistent with the parameters of Florida Statutes 386.201, the City desires to preclude smoking or vaping in City Parks and its Beach.

Further, the City desires to restrict smoking or vaping within 25 feet of a public entrance or exit of a business located within the boundaries its jurisdiction. The City is now proposing to amend section 17-30, now entitled “Smoking and Vaping Prohibited in Public Parks, Beach and within 25 feet of a public entrance or exit of a business located within the City’s boundaries. As such, it would be unlawful for any person to smoke any tobacco product or vape within the City’s beach, or parks, excepting smoking in a person’s vehicle, in a parking lot of the beach or park. The City also defines vaping as “the use of vapor-generating electronic devices for breathing in or inhaling tobacco products.”

Recommendation

Approval of the Ordinance.

Budgetary Impact

No budgetary impact anticipated.

EAB:la

Attachment: Ordinance

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Thomas Schneider, City Clerk
Adam Segal, Assistant Finance Director
Eric Brown, Director of Parks and Recreation Department
Cassi Waren, Assistant Director of Parks and Recreation Department

ORDINANCE NO. 2022-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ARTICLE X, ENTITLED “SMOKING RESTRICTIONS IN PUBLIC PARKS” OF CHAPTER 17 OF THE CITY CODE OF ORDINANCES (“OFFENSES; MISCELLANEOUS”), AND CREATING SECTION 17-30, ENTITLED, “SMOKING AND VAPING PROHIBITED IN PUBLIC PARKS, BEACH AND WITHIN 25 FEET OF A PUBLIC ENTRANCE OR EXIT OF A BUSINESS LOCATED WITHIN THE CITY’S BOUNDARIES;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several years ago the Florida Legislature enacted section 386.209, entitled “Regulation of smoking preempted to state,” which preempted all local regulations relating to smoking; and

WHEREAS, in 2022, the Florida Legislature enacted House Bill 105, an amendment to Florida Statutes 386.201, “The Florida Clean Air Act,” which amendment no longer preempts the regulation of smoking from local government, and which was signed into law by the Governor on June 24, 2022; and

WHEREAS, consistent with the parameters of Florida Statutes 386.201, the City desires to preclude smoking or vaping in City Parks and Beach; and

WHEREAS, additionally, the City desires to restrict smoking or vaping within 25 feet of a public entrance or exit of a business located within the boundaries its jurisdiction; and

WHEREAS, the City desires to protect the health, safety and welfare of its residents and seeks to amend its Code to prohibit smoking and vaping in City parks, and the City beach;

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

Section 1. That Article X, entitled, “Smoking Restrictions in Public Parks” of Chapter 17, entitled “Offenses; Miscellaneous”, is amended to create Section 17-30, entitled “Smoking and Vaping Prohibited in Public Parks, Beach and within 25 feet of a public entrance or exit of a business located within the City’s boundaries,” of the City Code of Ordinances is amended as follows:

ARTICLE X. SMOKING AND VAPING RESTRICTIONS ~~RESERVED~~

Sec. 17-30. ~~Reserved. Smoking and Vaping Prohibited in Public Parks, Beach~~
and within 25 feet of a public entrance or exit of a business located within the City's
boundaries.

- (a) It is unlawful for any person to smoke any tobacco product or vape within any park and recreational areas, including but not limited to: upon or within fifty (50) feet of any playing field, court, rink, team seating area, dugout, bleacher, spectator area, playground, concession stand, recreation building or restroom.
- (b) It is unlawful for any person to smoke any tobacco product or vape within the City's Beach or Oceanfront Park.
- (c) The prohibition of this Section shall not apply to any person smoking or vaping within a motor vehicle that is within a City park, whether or not located in a parking lot.
- (d) Vaping is defined as the use of vapor-generating electronic devices for breathing in or inhaling tobacco products.

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 passage and adoption.

PASSED on first reading on July 12, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, WHICH SECTION IS CURRENTLY RESERVED, TO CREATE THE CITY’S “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES”; PROVIDING FOR CODIFICATION

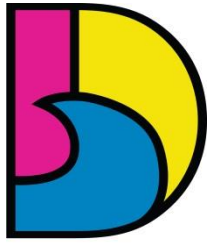
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

TX-057-22 Code fees 1st Reading (003), O-2022- Amending Sec. 2-58 to Create Schedule of Code Enforcement Fines-Civil Penalties , Code Violation fee application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: July 12, 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

SUBJECT: **TX-057-22:** The applicant, City of Dania Beach, is requesting a text amendment to establish code violation fees to be identified in the City's Code of Ordinances (FIRST READING).

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: 2022.07.01 16:32:46 -04'00'

Eleanor Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania Beach, ou=Community Development, email=enorena@daniabeachfl.gov, c=US
Date: 2022.07.01 16:23:18 -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: 2022.07.01 14:47:53 -04'00'

Request

TEXT AMENDMENT

To establish code violation fees in the City's Code of Ordinances

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

BACKGROUND

On April 12, 2022, the City Commission approved a text amendment to impose a fine relating to bulk trash violations. At this time staff is proposing a comprehensive Code Enforcement Citation Program that includes a Violation Fee Schedule to be identified in the City's Code of Ordinances.

TEXT AMENDMENT

The proposed violation fees vary – from \$100, \$200, or \$250 – for first violations and increasing up to \$500 for repeat violations. Florida State Statute, Chapter 162.09 limits first time violation fees to no more than \$250.

In the table below each type of violation is identified by chapter with its associated fee level.

	Level I \$100	Level II \$200	Level III \$250
CHAPTER 2.5 - ADULT ENTERTAINMENT			X
Chapter 3 – ADVERTISING	X		
Chapter 4 - ALCOHOLIC BEVERAGES			X
Chapter 5 - ANIMALS AND FOWL		X	
Chapter 6 - BEACHES, PARKS, WATERWAYS AND RECREATION	X		

Chapter 8 – BUILDINGS		X	
Chapter 10 - COIN-OPERATED DEVICES		X	
Chapter 11 - FIRE PROTECTION AND PREVENTION			X
Chapter 12 - FLOOD DAMAGE PREVENTION		X	
Chapter 13 - HEALTH AND SANITATION (bulk trash)			X
Chapter 14 - JUNKED AND ABANDONED VEHICLES		X	
Chapter 15 - BUSINESS TAX		X	
Chapter 16 - VACATION RENTALS			X
Chapter 17 - OFFENSES—MISCELLANEOUS (noise)*			X
Chapter 21 - SALES AND AUCTIONS *		X	
Chapter 22 - STREETS AND SIDEWALKS *		X	
Chapter 28 - LAND DEVELOPMENT CODE		X	

The irreparable violation fee could be \$500 – \$5,000 based on determination of the Special Master. The list of irreparable violations identified in the proposed text amendment are listed below.

- Section 4-20 Hours of entertainment
- Section 5-11 Permitting animal to commit a nuisance
- Section 5-18 Lighting requirements for marine turtle protection
- Section 13-29 Mosquito breeding places prohibited
- Section 13-34 Prohibitions (accumulation garbage, litter, stagnant water, trash, untended vegetation)
- Section 13-69 Bulk trash pickup
- Section 16-2 Vacation Rental
- Section 17-81 Unreasonably loud noise prohibited
- Section 17-84 Construction activity
- Section 826-100 Enforcement of the removal of healthy specimen tree

The proposed fees are consistent with the fees that have been historically applied to these types of violations.

Budgetary Impact

No change is anticipated, as these fees are consistent with the fees that have been historically collected.

Recommendation

Approve the ordinance on first reading.

ORDINANCE NO. 2022-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, WHICH SECTION IS CURRENTLY RESERVED, TO CREATE THE CITY’S “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Department (the “Department”) staff has evaluated existing code violation fines/penalties in order to establish a formal fine/civil penalty schedule for City Commission approval; and

WHEREAS, through its analysis, the Department has determined that industry best practices call for a formal fine/civil penalty schedule to be identified; and

WHEREAS, the establishment of such fine/civil penalty schedule will ensure that fines/penalties are assessed in a consistent and fair process; and

WHEREAS, the proposed fine/civil penalty schedule is reasonable and is attached as Exhibit “A” and is incorporated into this Ordinance by this reference and the City Commission deems it to be in the best interest of the City to adopt and codify a fine schedule,

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

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

Section 2. That Chapter 2, entitled “Administration”, Article III, entitled “Supplemental Code Enforcement Procedures; Code Enforcement Citation Program”, at Section 2-58, which Section is currently reserved, is amended as follows:

* * *

**CHAPTER 2,
ADMINISTRATION**

* * *

**ARTICLE III- SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE
ENFORCEMENT CITATION PROGRAM**

* * *

Section 2-58 ~~RESERVED~~. Schedule Of Code Enforcement Fines/Civil Penalties

(a) All fines/civil penalties shall be consistent with the requirements of Florida Statutes, Section 162.21, entitled “Enforcement of county or municipal codes or ordinances; penalties” and Section 166.22, entitled “Designation of enforcement methods and penalties for violation of municipal ordinances.”

(b) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs if the City is required to remedy the dangerous, hazardous or necessary of repair situation, as provided in this Code.

(c) However, if the Special Magistrate finds the violation to be irreparable or irreversible in nature, he/she may impose a fine of \$500.00, per day the violation exists, and up to, but not exceeding, \$5,000 per violation, per day.

(d) In determining the amount of the fine, if any, the Special Magistrate shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(e) A Special Magistrate may also reduce a fine imposed pursuant to this section, upon taking into consideration the factors in subsection (d) and the testimony presented at the hearing.

(f) A certified copy of an order imposing a fine/civil penalty, or a fine/civil penalty, plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine/civil penalty imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine/civil penalty imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After three (3) months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution.

The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

- (g) The Code fine/civil penalty schedule is broken down into four (4) categories:
Level 1 - \$100.00 for first violation
Level 2 - \$200.00 for first violation
Level 3 - \$250.00 for first violation
Level 4 - \$500.00 for repeat violations, which applies to all
Level 5 - \$500.00 - \$5,000 for irreparable violations, as determined by special
master as identified in Section 2-81 and Section 826-10.

- (h) In the table below each type of violation is identified with its associated level.

- (i) Irreparable violations include, but are not limited to any of the following sections:

	<u>Level I</u> <u>\$100</u>	<u>Level II</u> <u>\$200</u>	<u>Level III</u> <u>\$250</u>
<u>CHAPTER 2.5 - ADULT ENTERTAINMENT</u> <u>CODE *</u>	-	-	<u>X</u>
<u>Chapter 3 – ADVERTISING*</u>	<u>X</u>	-	-
<u>Chapter 4 - ALCOHOLIC BEVERAGES*</u>	-	-	<u>X</u>
<u>Chapter 5 - ANIMALS AND FOWL*</u>	-	<u>X</u>	-
<u>Chapter 6 - BEACHES, PARKS, WATERWAYS</u> <u>AND RECREATION *</u>	<u>X</u>	-	-
<u>Chapter 8 – BUILDINGS*</u>		<u>X</u>	-
<u>Chapter 10 - COIN-OPERATED DEVICES *</u>	-	<u>X</u>	-
<u>Chapter 11 - FIRE PROTECTION AND</u> <u>PREVENTION*</u>	-	-	<u>X</u>
<u>Chapter 12 - FLOOD DAMAGE PREVENTION</u> <u>*</u>	-	<u>X</u>	-
<u>Chapter 13 - HEALTH AND SANITATION</u> <u>(bulk trash)*</u>	-	-	<u>X</u>
<u>Chapter 14 - JUNKED AND ABANDONED</u> <u>VEHICLES *</u>	-	<u>X</u>	-
<u>Chapter 15 - BUSINESS TAX</u>	-	<u>X</u>	-
<u>Chapter 16 - VACATION RENTALS*</u>	-	-	<u>X</u>
<u>Chapter 17 - OFFENSES—MISCELLANEOUS</u> <u>(noise)*</u>	-		<u>X</u>
<u>Chapter 21 - SALES AND AUCTIONS *</u>	-	<u>X</u>	-
<u>Chapter 22 - STREETS AND SIDEWALKS *</u>	-	<u>X</u>	-
<u>Chapter 28 - LAND DEVELOPMENT CODE *</u>	-	<u>X</u>	

- (1) Section 4-20 Hours of entertainment
- (2) Section 5-11 Permitting animal to commit a nuisance
- (3) Section 5-18 Lighting requirements for marine turtle protection
- (4) Section 13-29 Mosquito breeding places prohibited
- (5) Section 13-34 Prohibitions (accumulation garbage, litter, stagnant water, trash, untended vegetation)
- (6) Section 13-69 Bulk trash pickup
- (7) Section 16-2 Vacation Rental
- (8) Section 17-81 Unreasonably loud noise prohibited
- (9) Section 17-84 Construction activity
- (10) Section 826-100 Enforcement of the removal of healthy specimen tree

(j) Additionally, with the exception of Chapter 15, each level violation can be ordered by the Special Magistrate as a one-time fine or a daily running fine, depending on the evidence presented and the criteria identified in subsection (d), above.

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on July 12, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



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: _____

Date Rec'd: _____

Petition No.: TX-057-22

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. 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.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach- CD

Address of Applicant: 100 West Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 West Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Code Violation Fees

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **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: [Signature]
(Owner / Agent signature*)

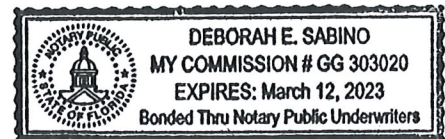
BEFORE ME THIS 15th DAY OF June, 2022

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE REQUEST MADE BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2 LLC, TO REZONE PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RM-1 TO IROM-AA (APPLICATION NO. RZ-022-22), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT “B”

Purchasing Requests ONLY

Dept:

Acct #:

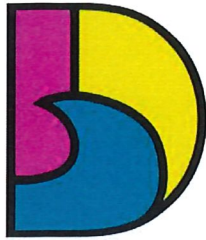
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

RZ022-22 Seagis Seagis Rezoning, O-2022- SPG Port 95 2 LLC (Seagis) Rezoning (RZ-022-22), Location Map (RZ-022-22) Seagis, RZ022-22 Seagis Seagis Rezoning Site Plan, Public Outreach Info



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: July 12, 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
Claudia Viviana Batista, Planner

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: 2022.06.30 13:41:56 -0400

SUBJECT: **RZ-022-22:** The applicant, Tracy Lautenschlager, on behalf of SPG Port 95 2 LLC, is requesting rezoning from Multi-Family (16 du/ac) Residential District (RM-1) to Industrial-Research-Office-Marine Airport Approach (IROM-AA) for property located at 3410 SW 26 Terrace.

Request

Rezone from Multi-Family (16 du/ac) Residential District (RM-1) to Industrial-Research-Office-Marine Airport Approach (IROM-AA).

Property Information

EXISTING ZONING:	Multi-Family (16du/ac) Residential District (RM-1)
PROPOSED ZONING:	Industrial-Research-Office-Marine Airport Approach IROM-AA
LAND USE DESIGNATION:	Industrial
SITE ACREAGE:	22,000 SF (0.22 acres)
EXISTING USE:	Vacant

VIOLATIONS ON PROPERTY

There are no outstanding code violations on this property.

Background

On June 22, 2022, the Planning and Zoning Board unanimously recommended approval of this item. Second reading of this rezoning ordinance, together with the proposed Site Plan are scheduled to be reviewed by the City Commission at its for August 23, 2022 meeting.

The subject area is a parcel of approximately 0.22 acres and is located on the east side of SW 26 Terrace just north of SW 34 Court. In addition to the subject area, the applicant/owner owns abutting property to

the east and north of the subject parcel that currently operate as industrial which provides warehouse and offices.

The subject area is proposed to be utilized as an expansion of the existing use described above. The property was previously owned by Broward County after the land was taken as a result of the airport expansion and later acquired by the applicant. The rezoning is requested to correct the zoning designation as residential (RM-1) to match the surrounding zoning (IROM-AA) and be compatible with the future land use designation.

Article 645 of the City's Land Development Code (LDC) states, requests for rezoning shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 645-40, which are identified below.

- (1) The request is consistent with the city's comprehensive plan; and
- (2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and
- (3) The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and
 - a. The request furthers the city's adopted community redevelopment plan, if applicable; or
 - b. An error or ambiguity must be corrected; or
 - c. There exists changed or changing conditions which make approval of the request appropriate; or
 - d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
 - e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses and planned adjacent land uses.

The applicant has provided a criteria statement (attached) identifying how their request is consistent with the required criteria in which they make the following statements:

This rezoning application is requested to correct an ambiguity regarding the Development Parcel. As noted above, a portion of the Development Parcel has a residential zoning designation, but the entire Development Parcel has an industrial future land use designation. Neither a residential use nor an industrial use could be established on this portion of the Development Parcel as a result of this ambiguity.

The area of the Development Parcel substantially changed in response to the expansion and growth of Fort Lauderdale-Hollywood International Airport. As a result, the County acquired parcels in the area specifically to eliminate residential use, considered to be incompatible with the airport, and the area has redeveloped over time for industrial and business uses. The rezoning of the Development Parcel continues the implementation of this change.

In connection with the sale of the property by Broward County, a deed restriction was imposed on the property that prohibits residential use. Therefore, the RM-1 portion of the Development Parcel must be rezoned to permit reasonable use of the property.

Rezoning the Development Parcel to IROM-AA will be consistent with the ore in line with the surrounding industrial use adjacent to the Development Parcel. Further, this request does not give a privilege not generally extended to similarly situated property in the area.

Community Development staff is in general agreement with the applicant's zoning criteria statement and is supportive of the rezoning request. The current zoning is incompatible with the surrounding land use pattern, and the proposed rezoning makes sense with regard to the compatibility with the adopted future land use plan and the existing land use pattern. The proposed rezoning is consistent with the City's adopted Future Land Use Element, especially Policies 1.3, 1.4, 1.5 and 1.6, which encourage development of industrial land uses in this area.

Planning and Zoning Board Recommendation

On June 22, 2022, the Planning & Zoning Board voted unanimously to recommend approval of the rezoning.

Budgetary Impact

Approval of the rezoning will allow the opportunity for the development of the site.

Recommendation

Approve the rezoning on first reading.

ORDINANCE NO. 2022-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2 LLC, TO REZONE PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RM-1 TO IROM-AA (APPLICATION NO. RZ-022-22), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY’S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT “B”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code of Ordinances (the “City Code”), Tracy Lautenschlager, Agent For The Property Owner SPG Port 95 2 LLC (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval of a rezoning (Application RZ-022-22) for property located at 3410 SW 26 Terrace and legally described in Exhibit “A”; a copy of which is made a part of and incorporated into this Ordinance by this reference; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on June 22, 2022, and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the “Comprehensive Plan”), and therefore, recommended approval of the proposed rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed rezoning 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 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. Pursuant to Chapter 28 “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code, the rezoning request (RZ-022-22) from RM-1 to the IROM-AA District, for the property located at 3410 SW 26 Terrace, in the City of Dania Beach, Florida, as legally described in Exhibit “A,” is approved.

Section 3. That the City’s zoning map is amended, as described in Exhibit “B”, which exhibit is attached and incorporated by reference into this Ordinance.

Section 4. That 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 fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 5. 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 6. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on July 12, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**EXHIBIT “A”
LEGAL DESCRIPTION**

ALL THAT PORTION OF PARCEL A OF THE RAVENSWOOD 26TH AVE. FLL AIRPORT PLAT (PLAT 7), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 162, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THAT IS PRESENTLY ZONED RM -1, WHICH IS APPROXIMATELY THE NORTH 160' FEET OF SAID PARCEL.

RZ-022-22
REZONING
APPLICANT:
SPG PORT 95 2
PROPERTY ADDRESS:
3410 SW 26 TERRACE
PROPOSED ZONING DISTRICT:
INDUSTRIAL-RESEARCH-
OFFICE-MARINE
AIRPORT APPROACH (IROM-AA)

Legend
 SUBJECT PROPERTY
 1000' DISTANCE BUFFER

DANIA BEACH
 SEA IT. LIVE IT. LOVE IT.

0 100 200 400 600 800 Feet



BEFORE

AFTER



RZ-022-22

REZONING

APPLICANT:
SPG PORT 95 2

PROPERTY ADDRESS:
3410 SW 26 TERRACE

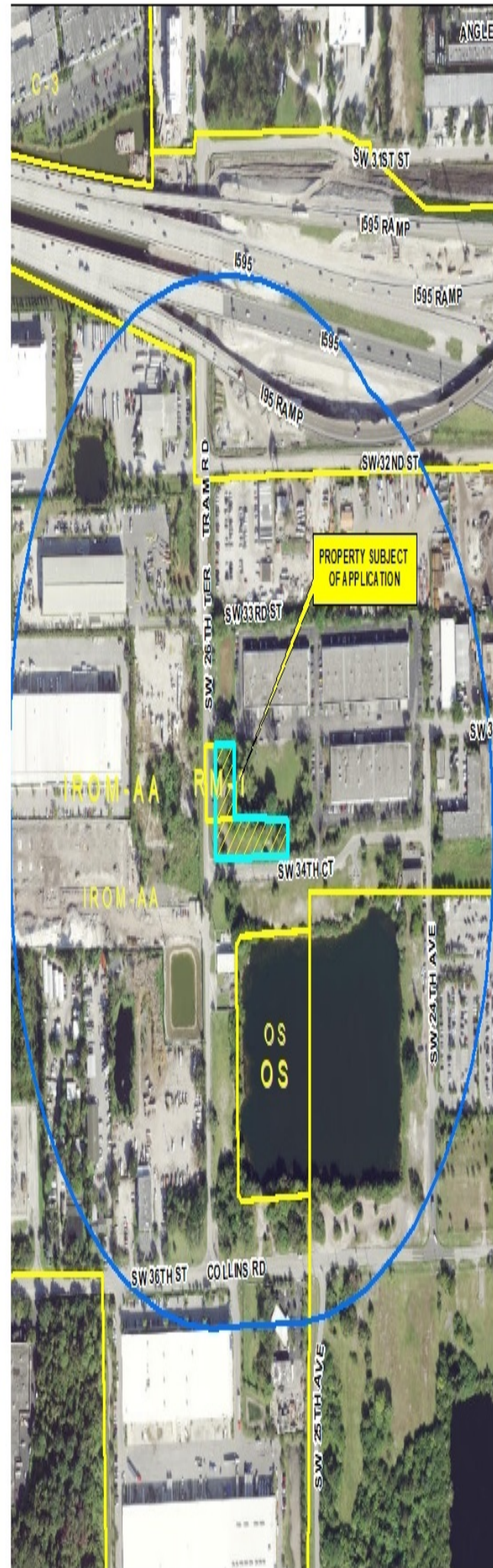
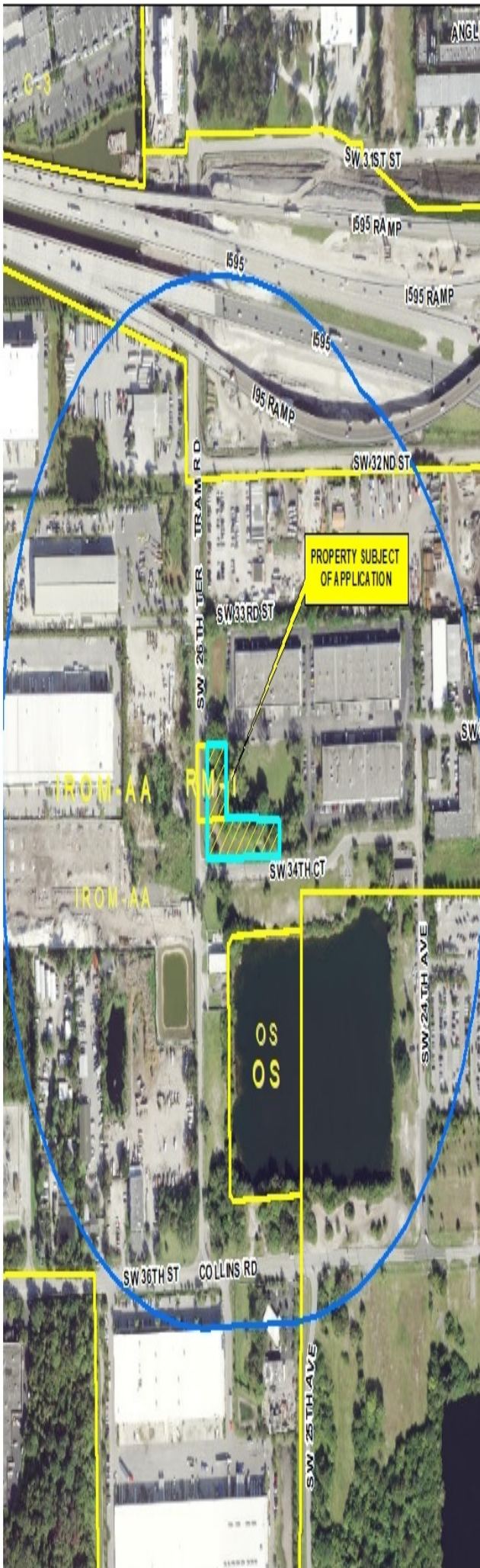
PROPOSED ZONING DISTRICT:
INDUSTRIAL-RESEARCH-
OFFICE-MARINE
AIRPORT APPROACH (IROM-AA)

Legend

- SUBJECT PROPERTY
- 1000' DISTANCE BUFFER



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



Tracy H. Lautenschlager
Tel 954.768.8270
Fax 954.765.0500
lautenschlagert@gtlaw.com

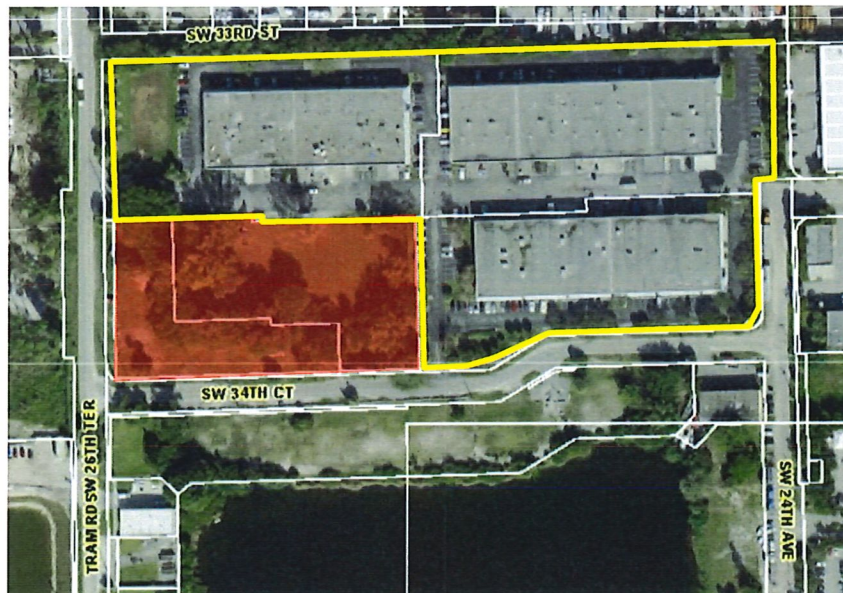
March 3, 2022

City of Dania Beach
Department of Community Development
Planning and Zoning Division
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Seagis - Port 95 Warehouse
Justification Statement for Rezoning

Dear Staff Members:

SPG @ Port 95 LLC is the owner of three existing industrial buildings located at 3400, 3402 and 3406 SW 26th Terrace, Dania Beach, Florida. A related entity, SPG Port 95 2 LLC, is the owner of an adjacent, undeveloped parcel, which are shown outlined in red in the aerial below. A portion of the vacant was previously owned by Broward County and was recently acquired.



SPG @ Port 95 LLC and SPG Port 95 2 LLC plan to expand the existing industrial

Greenberg Traurig, P.A. | Attorneys at Law

401 East Las Olas Boulevard | Suite 2000 | Ft. Lauderdale, Florida 33301 | T +1 954.765.0500 | F +1 954.765.1477

Albany. Amsterdam. Atlanta. Austin. Berlin*. Boston. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Las Vegas. London.* Long Island. Los Angeles. Mexico City*. Miami. Milan*. Minneapolis. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Portland. Sacramento. Salt Lake City. San Francisco. Seoul*. Shanghai. Silicon Valley. Tallahassee. Tampa. Tel Aviv*. Tokyo*. Warsaw*. Washington, D.C. West Palm Beach. Westchester County.

Operates as *Greenberg Traurig Germany, LLP. *A separate UK registered legal entity, *Greenberg Traurig, S.C.; *Greenberg Traurig Santa Maria; *Greenberg Traurig LLP Foreign Legal Consultant Office, *A branch of Greenberg Traurig, P.A., Florida, USA; *GT Tokyo Horitsu Jimusho and Greenberg Traurig Gaiokuhqumubegashi Jimusho, *Greenberg Traurig Nowolska-Zmoch Wysokinski sp.k.

development by constructing a new 51,527 square foot industrial building with accessory office on the vacant development parcel (the “Development Parcel”).

An approximately 22,000 square foot portion of the Development Parcel, as shown in the graphic below, is zoned RM-1. The RM-1 zoning district does not permit industrial development. Therefore, the Applicant is requesting a rezoning of the portion of the Development Parcel which is zoned RM-1 to be rezoned to IROM-AA to match the remainder of the property.



COMPLIANCE WITH STANDARDS FOR A REZONING

A rezoning application requires compliance with Section 645-40 of the City's Land Development Code. This request complies with Section 645-40 as follows:

(1) The request is consistent with the city's comprehensive plan.

Despite the residential zoning designation applicable to a portion of the Development Parcel, the entire Development Parcel has an Industrial Future Land Use Plan designation. As such, the residentially zoned portion of the Development Parcel is currently inconsistent with the City's comprehensive plan. Rezoning the Development Parcel to IROM-AA will be consistent with the Development Parcel's industrial zoning designation.

(2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission.

We are unaware of any redevelopment plans, corridor plans, neighborhood plans or master plans which apply to the Development Parcel.

(3) *The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts.*

- a. The request furthers the city's adopted community redevelopment plan, if applicable; or
- b. An error or ambiguity must be corrected; or
- c. There exists changed or changing conditions which make approval of the request appropriate; or
- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses

This rezoning application is requested to correct an ambiguity regarding the Development Parcel. As noted above, a portion of the Development Parcel has a residential zoning designation, but the entire Development Parcel has an industrial future land use designation. Neither a residential use nor an industrial use could be established on this portion of the Development Parcel as a result of this ambiguity.

The area of the Development Parcel substantially changed in response to the expansion and growth of Fort Lauderdale-Hollywood International Airport. As a result, the County acquired parcels in the area specifically to eliminate residential use, considered to be incompatible with the airport, and the area has redeveloped over time for industrial and business uses. The rezoning of the Development Parcel continues the implementation of this change.

In connection with the sale of the property by Broward County, a deed restriction was imposed on the property that prohibits residential use. Therefore, the RM-1 portion of the Development Parcel must be rezoned to permit reasonable use of the property.

Rezoning the Development Parcel to IROM-AA will be consistent with the Development Parcel's Industrial land use designation, which is more in line with the surrounding industrial use adjacent to the Development Parcel. Further, this request does not give a privilege not generally extended to similarly situated property in the area.

Seagis - Port 95 Warehouse
March 3, 2022
Page 4

As demonstrated above, this rezoning for the Development Parcel is appropriate for the Property. If you have any questions or need anything further to process this request, please feel free to contact me.

Sincerely,

/s/ Tracy Lautenschlager
Tracy H. Lautenschlager

1 OF 8

SURVEYOR'S NOTES:

- BEARINGS SHOWN ARE REFERENCED TO NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, WITH THE SOUTH R/W LINE OF SW 34TH COURT HAVING A MEASURED BEARING OF N88°19'11"E. ALL OTHER BEARINGS ARE RELATIVE THEREUNTO.
- ELEVATIONS SHOWN ARE REFERENCED TO F.D.O.T. PERMANENT REFERENCE NETWORK STATION "FLND", ELEV=26.70' (NAV08B).
- VERTICAL DATUM SHIFT: NAV029 = NAV08B + 1.60'; ±0.02' (PER NATIONAL GEODETIC SURVEY COORDINATE CONVERSION AND TRANSFORMATION TOOL)
- ALL COORDINATES AND DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET), UNLESS SHOWN OTHERWISE.
- ALL DIMENSIONS SHOWN ARE AS CALCULATED, UNLESS NOTED OTHERWISE.
- ONLY ABOVE GROUND IMPROVEMENTS LOCATED BY THIS FIRM. SUBSURFACE INVESTIGATIONS WERE PERFORMED ON PARCEL ID'S 5042-20-12-0010, 5042-20-12-0020, 5042-20-12-0030, AND 5042-20-12-0040 ONLY, AND WERE PERFORMED BY OTHERS. NO UNDERGROUND UTILITY LOCATE WAS PERFORMED ON OTHER PARCELS. UNDERGROUND UTILITIES SHOWN HEREON WERE MAPPED AS THEY WERE FOUND MARKED IN THE FIELD.
- THERE IS NO OBSERVED PHYSICAL EVIDENCE OF LAND USE INDICATING A CEMETERY, WASTE DUMP, LANDFILL, RECENT EARTHWORK CONSTRUCTION OR BUILDING ADDITIONS ON PREMISES AT THE TIME OF FIELDWORK.
- NO EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES WAS MADE AVAILABLE TO THIS FIRM, AND NO EVIDENCE OF RECENT STREET CONSTRUCTION WERE OBSERVED AT THE TIME OF FIELDWORK.
- NO TITLE SEARCH WAS PERFORMED BY THIS FIRM. SURVEY PERFORMED WITHOUT BENEFIT OF DEED.
- LEGAL DESCRIPTION PROVIDED BY CLIENT, AS SHOWN ON TITLE COMMITMENT, UNLESS OTHERWISE NOTED.
- SURVEY PREPARED RETRIFYING THE FOLLOWING:
 - PLAT OF LAKEVIEW VILLAGE ADDITION (PB 47, PG 32) (P1)
 - PLAT OF LAKEVIEW VILLAGE (PB 40, PG 45)
 - MERRILL PLAT (PB 136, PG 46)
 - PLAT OF RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2) (PB 156, PG 18) (P3)
 - PLAT OF RAVENSWOOD 26TH AVE. FLL AIRPORT PLAT (PLAT 7) (PB 162, PG 9) (P2)
- PREVIOUS SURVEY, SURVEY DATA, AND LEGAL DESCRIPTIONS OF ADJACENT PROPERTIES BY THIS FIRM, DATED 09/03/2021.
- PREVIOUS SURVEY AND LEGAL DESCRIPTIONS OF ADJACENT PROPERTY BY MCLAUGHLIN ENGINEERING CO, DATED 06/10/1998, PROVIDED BY CLIENT.
- BROWARD COUNTY PROPERTY APPRAISER'S PARCEL DATA.
- BROWARD COUNTY COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE, ORDER NO. 9888214, DATED 10/05/2021 AT 11:00 PM.
- ACCURACY OF SURVEY CONTROL, VERIFIED BY REDUNDANT MEASUREMENTS EXCEEDS THAT OF COMMERCIAL/HIGH RISK LINEAR (1 FOOT IN 10,000 FEET), AS PER FLORIDA RULE 5J-17.051.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1:240 OR SMALLER.
- ALL RECORDING INFORMATION SHOWN HEREIN IS IN REFERENCE TO THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- PROPERTY APPEARS TO HAVE DIRECT ACCESS TO SW 26TH TERRACE AND SW 34TH COURT, SW 24TH AVE, SW 33RD STREET, AND SW 34TH STREET, AS SHOWN.
- THIS ALTA/NPS LAND TITLE SURVEY IS A BOUNDARY SURVEY AS DEFINED BY FLORIDA RULE 5J-17.
- THREE SURVEY WAS PERFORMED FOR PARCEL ID'S 5042-20-52-0010, 5042-20-52-0100, AND 5042-20-43-011 ONLY. TREE IDENTIFICATIONS ARE TO BEST OF FIELD SURVEYOR'S ABILITY AND SHOULD BE FIELD VERIFIED BY APPROPRIATE PROFESSIONALS WHERE NECESSARY.

LAND TABULATIONS: (AS TO PARCEL ID 5042-20-12-0010, 5042-20-12-0020, 5042-20-12-0030, AND 5042-20-12-0040)

PROPERTY AREA: TOTAL AREA = 9.970 ACRES±
PARCEL 0010 (PHASE 1) 2.877 ACRES±
PARCEL 0020 (PHASE 2) 2.956 ACRES±
PARCEL 0030 (PHASE 3) 2.537 ACRES±
PARCEL 0040 (PHASE 4) 1.599 ACRES±

BUILDING AREAS:
3400 (BUILDING A) 36805 SF
3402 (BUILDING B) 49061 SF
3406 (BUILDING C) 44984 SF

PARKING SPACES: 260 STANDARD, 5 DISABLED

LAND TABULATIONS:

(AS TO PARCEL ID 5042-20-52-0100)
PROPERTY AREA: 0.090 ACRES±
BUILDING AREA: NONE OBSERVED
PARKING SPACES: NONE OBSERVED

LAND TABULATIONS:

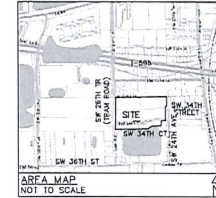
(AS TO PARCEL ID 5042-20-52-0100 AND 5042-20-43-011)
PROPERTY AREA: 2.261 ACRES±
BUILDING AREA: NONE OBSERVED
PARKING SPACES: NONE OBSERVED

FEMA FLOOD ZONE DETERMINATION

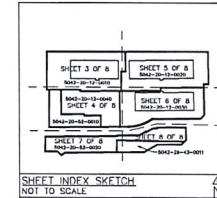
FLOOD ZONES:
"X" (0.2% CHANCE)
"A" (EL 5 FEET)
"AH" (EL 6 FEET)
"AH" (EL 4 FEET)
PANEL # 12011C0558H
EFFECTIVE 08/18/2014
COMMUNITY # 120034 -- CITY OF DANIA BEACH

ZONING INFORMATION

(PER REPORT PREPARED BY KEY ZONING ASSESSMENTS, LLC DATED 10/27/2021)
CITY OF DANIA ZONING DISTRICT: B0M-AL
-FRONT SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
-CORNER SIDE SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
-SIDE SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
-REAR SETBACK: B0M-AL: GREATER OF 30 FEET OR 1 TIMES BUILDING HEIGHT MINIMUM
-BUILDING HEIGHT LIMIT: B0M-AL: 8 STORIES OR 82' MAXIMUM
-MAX FLOOR AREA RATIO: B0M-AL: 70% MAXIMUM
-PARKING SPACES REQUIRED: NOT REQUIRED FOR VACANT PARCELS;
WAREHOUSE ONE SPACE PER 2,000 SF MINIMUM
OFFICE ONE SPACE PER 300 SF MINIMUM



AREA MAP
NOT TO SCALE



SHEET INDEX SKETCH
NOT TO SCALE

ABBREVIATIONS LEGEND

POB = POINT OF BEGINNING
IP = IRON PIPE
IR4 = 1/2" IRON ROD (#4 REBAR)
IR5 = 5/8" IRON ROD (#5 REBAR)
CM = CONCRETE MONUMENT
PM = PARKER-KALON NAIL
MAG = MAGNETIC NAIL
FND = FOUND
O/S = OFFSET
TYP = TYPICAL
PRM = PERMANENT REFERENCE MONUMENT
PCP = PERMANENT CONTROL POINT
BM = BENCHMARK
EL OR ELEV = ELEVATION
FFE = FINISHED FLOOR ELEVATION
SF = SQUARE FEET
AC = ACRES
F = FENCE
CLF = CHAIN LINK FENCE
EDW = EDGE OF WATER
UE = UTILITY EASEMENT
ATT OR AT&T = ATLANTA TELEPHONE COMPANY
FPL OR F&L = FLORIDA POWER AND LIGHT COMPANY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
CBS = CONCRETE BLOCK CONSTRUCTION
S/T = SEPTIC TANK
D/F = DRAINFIELD
CS = CLEANOUT
PP = POWERPOLE
O/H = OVERHEAD
FO = FIBER OPTIC
FDC = FIBER OPTIC CABLE
WH = WATER METER
CB = CATCH BASIN
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
F/H OR HYD = FIRE HYDRANT
WM = WATER METER
BOC = EDGE OF PAVEMENT
BOC = BACK OF CURB
R/W = RIGHT OF WAY
R/R = RAILROAD
C/L OR C = CENTERLINE
P/L OR L = PROPERTY LINE
(P) = PLAT DATA
(L) = LEGAL DESCRIPTION DATA
(M) = MEASURED DATA
(C) = CALCULATED DATA
(FDOT) = F.D.O.T. R/W MAP DATA
(P3) = PB 156, PG 18 DATA
(P2) = PB 162, PG 9 DATA
(P1) = PB 47, PG 32 DATA
SEC = SECTION
TWP = TOWNSHIP
RANGE = RANGE
L = LENGTH
R = RADIUS
A = CENTRAL ANGLE
CHD = CHORD
CBO = CHORD BEARING
NR = NON-RADIAL
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVATURE
PCC = POINT OF COMPOUND CURVATURE
STA = STATION
FB = FIELDBOOK
PB = PLAT BOOK
OR = OFFICIAL RECORDS BOOK
PG = PAGE
PSM = PROFESSIONAL SURVEYING AND MAPPING
LB = PROFESSIONAL SURVEYING AND MAPPING BUSINESS

SYMBOLS LEGEND

CU = WOOD UTILITY POLE
X = CONC UTILITY POLE
* = LIGHT POLE
\ = GUY WIRE ANCHOR
X = FIRE HYDRANT
W = WATER VALVE
W = WATER METER
W = WIRE PULL BOX
X = SEWER VALVE
S = SEWER MANHOLE
D = DRAINAGE MANHOLE
D = DISABLED PARKING
T = TRAFFIC DIRECTION
ELEV = SPOT ELEVATION

TREE ABBREVIATIONS

ODN = DIAMETER AT
CP = BREAST HEIGHT(INCHES)
PALM = CARABAGE PALM
PALM = ROYAL PALM
BO = OTHER PALM
BO = BLACK OLIVE
DOK = OAK TREE
BB = BOTTLE BRUSH
TAB = TABEUBIA
LICAL = LICAL PTYUS
FIG = STRANGLER FIG
FC = FICUS
OL = CUMBO LIMBO
PINE = PINE TREE
MAGN = MAGNOLIA
CYP = CYPRESS
MAPLE = MAPLE TREE
HOLLY = HOLLY TREE
JACA = JACARANDA
UNK = UNKNOWN TREE
C = COMMON TREE TYPES
(E.G., OAK)
S = SPECIMEN TREE
(E.G. TROPICAL HARDWOODS)
N = NEEDLE BEARING TREE
(E.G., PINE OR CYPRESS)
C = CABBAGE PALM
* = OTHER PALM

LINE TYPE LEGEND

— EL — EL — BURIED ELECTRIC
— O/N — O/N — OVERHEAD WIRES
— W — BURIED WATER
— FDC — FDC — FIBER OPTIC CABLE
— TELE — TELEPHONE
— SAN — SAN — SANITARY SEWER
— STW — STW — STORM SEWER
— UNK — UNKNOWN UTILITY

DYNAMIC ENGINEERING
LAND DEVELOPMENT CONSULTING • PERMITTING
GEOGRAPHICAL ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING & ZONING

100 NE 5th Avenue, Suite 82
Dania Beach, FL 33463
TEL: 954.351.6570
OFFICE: 954.351.6570
FAX: 954.351.6570
www.dynamiceng.com

BOUNDARY SURVEY

PROJECT: SEAGIS PROPERTY GROUP - LP
PORT 25
DANIA BEACH, FL 33412

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1304 SE 10TH AVE. DEERFIELD BEACH, FL 33441
www.wrightpsm.com (772) 538-1858
CERTIFICATE OF AUTHORIZATION NO. L.B.8188

811
PROTECT YOURSELF
CALL 811 BEFORE YOU DIG
FOR STATE-SPECIFIC DIRECT PHONE NUMBERS VISIT
www.CALL811.COM

TITLE:
WRIGHTPSM JOB No. 21-0407

SCALE: 1"=20'
DATE: 12/24/2021
REVISION: 0158-99-037

SHEET No. 2 OF 8



DYNAMIC
ENGINEERING
LAND DEVELOPMENT CONSULTING • PLANNING • SURVEYING • ENGINEERING

REV.	DATE	COMMENTS
1	12/24/2021	ISSUED FOR PERMITTING

BOUNDARY SURVEY

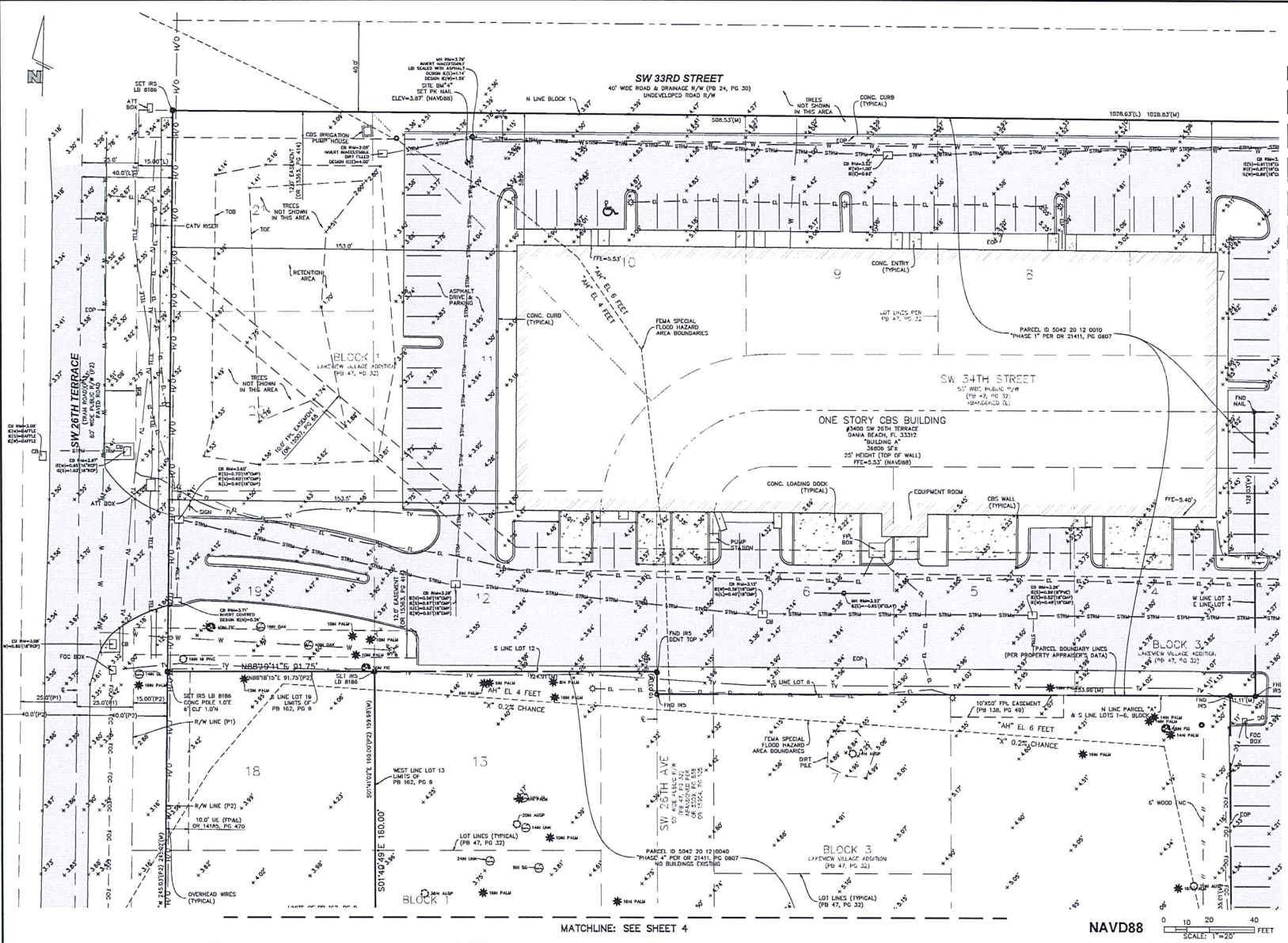
OWNER:	SEAGIS PROPERTY GROUP, LP
PROJECT:	PORT 35
LOCATION:	DANA BEACH, FL 33412

DYNAMIC ENGINEERING
LAND DEVELOPMENT CONSULTING • PLANNING • SURVEYING • ENGINEERING
100 NE 8th Avenue, Suite 102
Dana Beach, FL 33438
TEL: 754.251.8800
OFFICE: 754.251.8800
FAX: 754.251.8801
WWW.DYNAMIC-ENG.COM

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1204 SE 15TH AVE. DEERFIELD BEACH, FL 33441
TEL: 561.251.1515
WWW.WRIGHTPSM.COM
CERTIFICATE OF AUTHORIZATION NO. L.B.1888

811
PROTECT YOURSELF
CALL 811 BEFORE YOU DIG
FOR CAVE, SINK, POLE, PIPE, OR OTHER
UNDERGROUND UTILITY
WWW.CALL811.COM

TITLE:
WRIGHTPSM JOB No. 21-0407
SCALE: 1"=20'
DATE: 12/24/2021
SHEET No. 3 OF 8
DRAWN BY: 0158-99-037
CHECKED BY: [Signature]





DYNAMIC
ENGINEERING
"SURVEY • PLANNING • DESIGN"

BOUNDARY SURVEY

PROJECT: SEAGIS PROPERTY GROUP, LP
DANA BEACH, FL 33112

DYNAMIC
ENGINEERING

LAND DEVELOPMENT CONSULTING • PERMITTING
GEOLOGICAL • ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING • DESIGN

100 NE 8th Avenue, Suite 112
Dana Point, CA 92629
Tel: 949.261.8270
Fax: 949.261.8271
www.dynamiceng.com

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1300 NE 15th Ave., Suite 100, Dana Point, CA 92629
Tel: 949.261.8270
Fax: 949.261.8271
www.wrightpsm.com

811
PROTECT YOURSELF
ALWAYS CALL BEFORE YOU DIG
Call 811 or visit 811.org
For more information, visit 811.org

WRIGHTPSM JOB No. 21-0407
DATE: 12/24/2021
SHEET: 5 OF 8

SCALE: 1"=20'
SHEET: 5 OF 8

NAV88

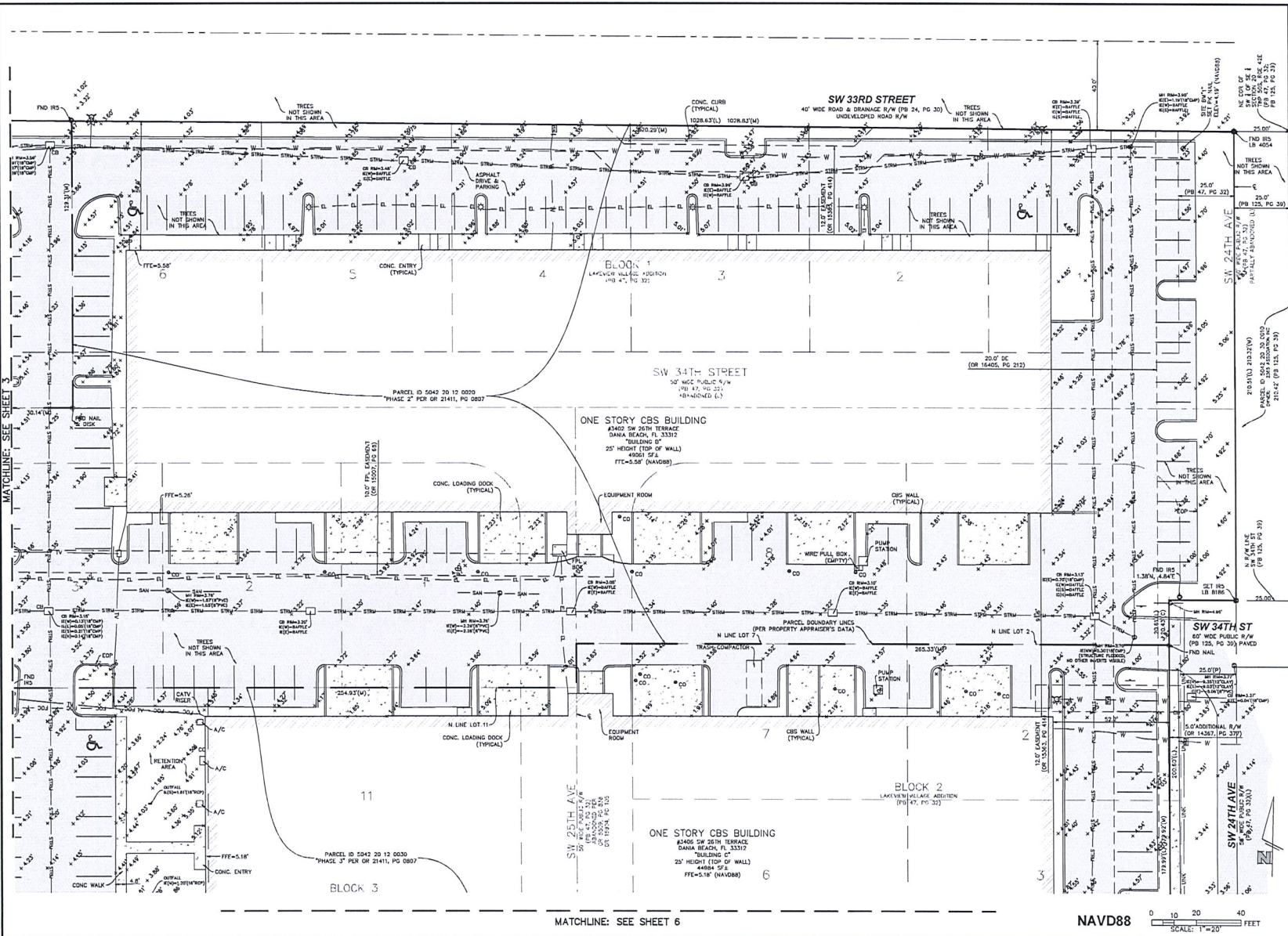
NAV88

NAV88

NAV88

NAV88

NAV88



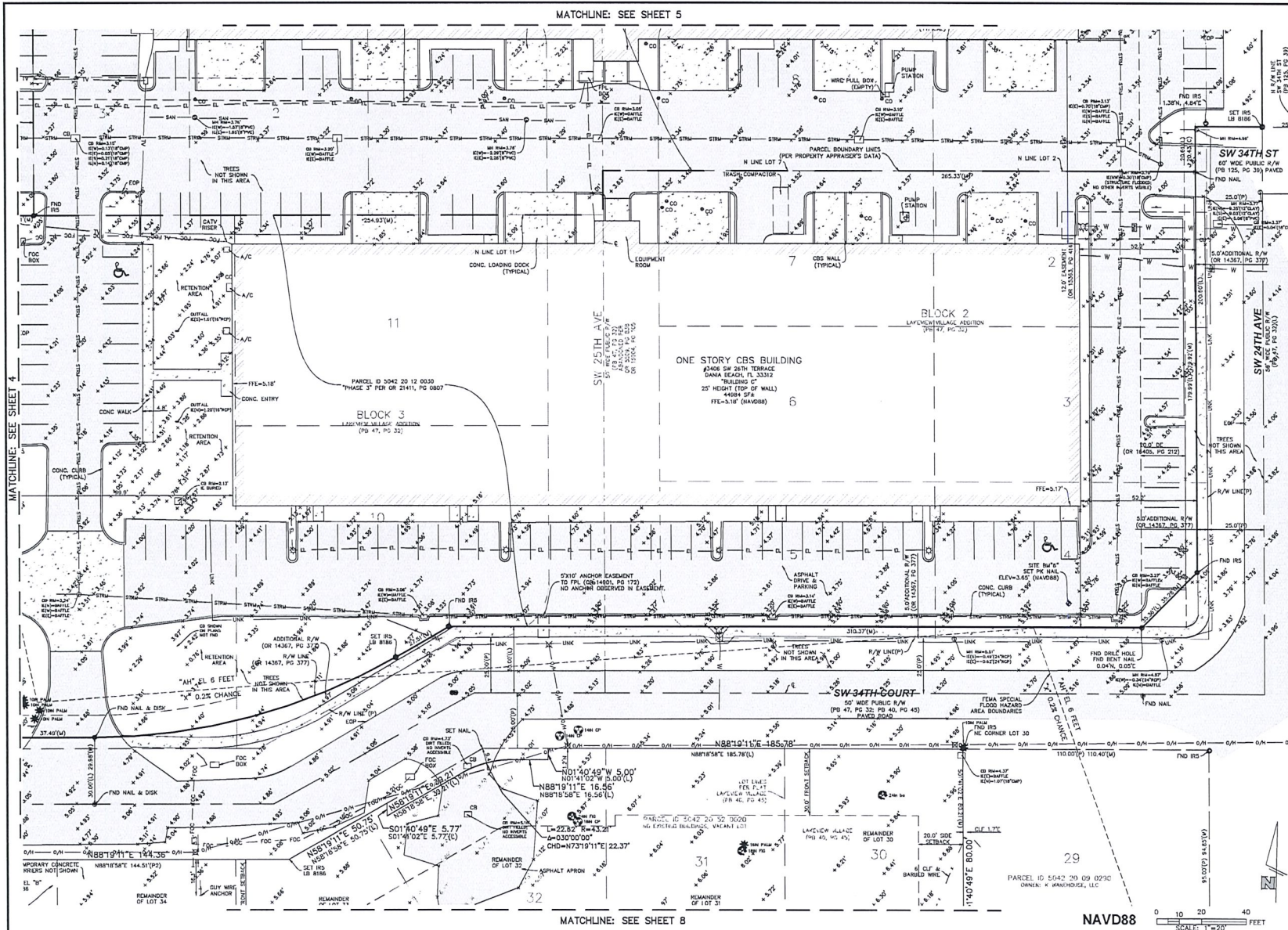
MATCHLINE: SEE SHEET 3
MATCHLINE: SEE SHEET 6
NAV88
SCALE: 1"=20'
SHEET: 5 OF 8

NAV88

NAV88

NAV88

NAV88

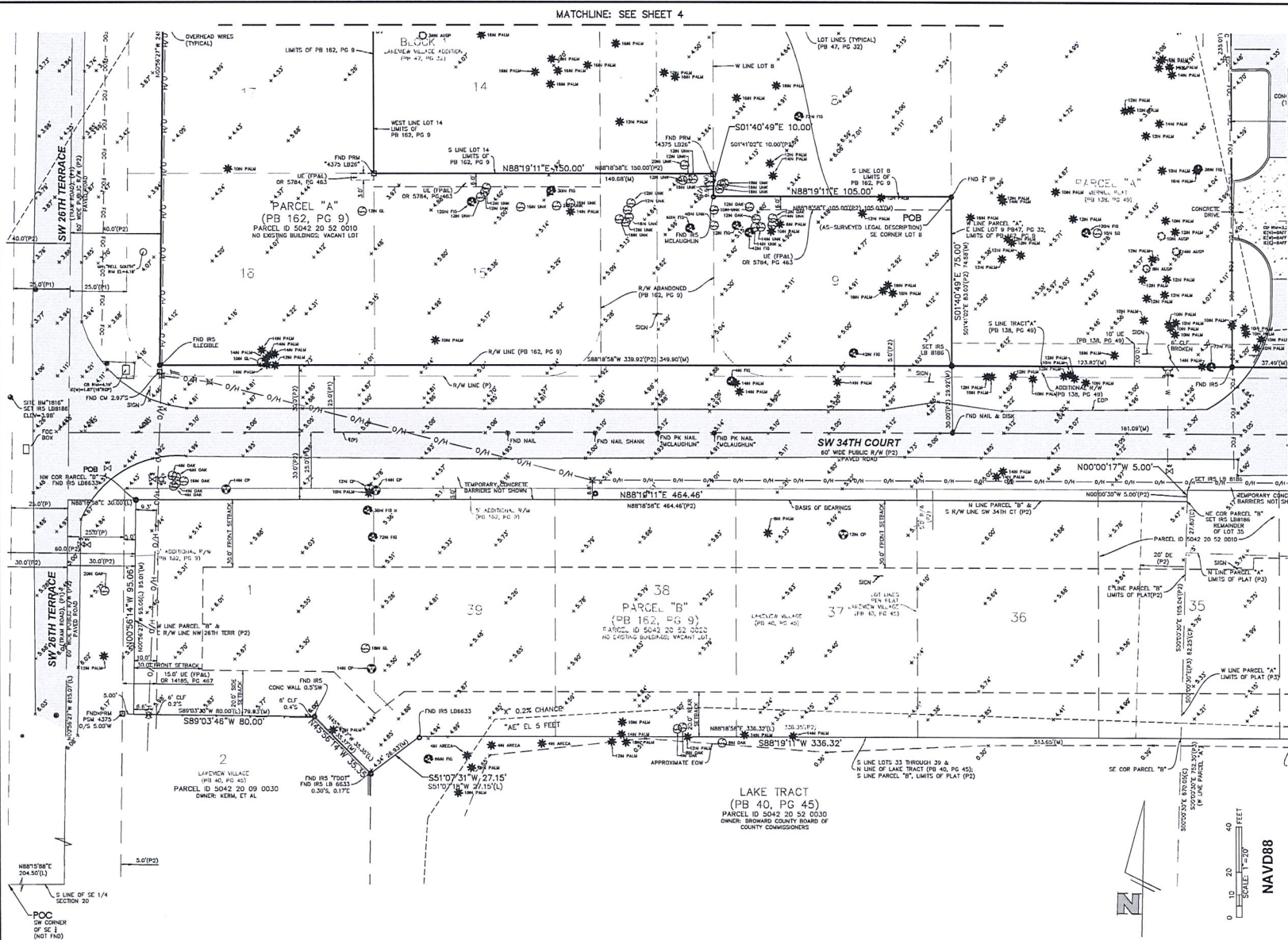


DYNAMIC ENGINEERING
 LAND DEVELOPMENT CONSULTING, ENGINEERING, ARCHITECTURE, SURVEYING, PLANNING & ZONING
 100 NE 5th Avenue, Suite 12
 Delray Beach, FL 33483
 Tel: 561.931.8570
 Fax: 561.931.8571
 Email: info@dynamiceng.com
 Website: www.dynamiceng.com

WrightPSM, LLC
 PROFESSIONAL SURVEYING AND MAPPING
 ONE E 15th Ave, Delray Beach, FL 33481
 Tel: 561.931.8570
 Fax: 561.931.8571
 Email: info@wrightpsm.com
 Website: www.wrightpsm.com

811
 PROTECT YOURSELF
 ALL SIZES HAVE WARNING
 CALL 811 BEFORE YOU DIG
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT
 WWW.CALL811.COM

WrightPSM JOB No. 21-0407
 DATE: 12/24/2021
 SHEET: 0196-99-037
 SHEET No. 6 OF 8





DYNAMIC
ENGINEERING

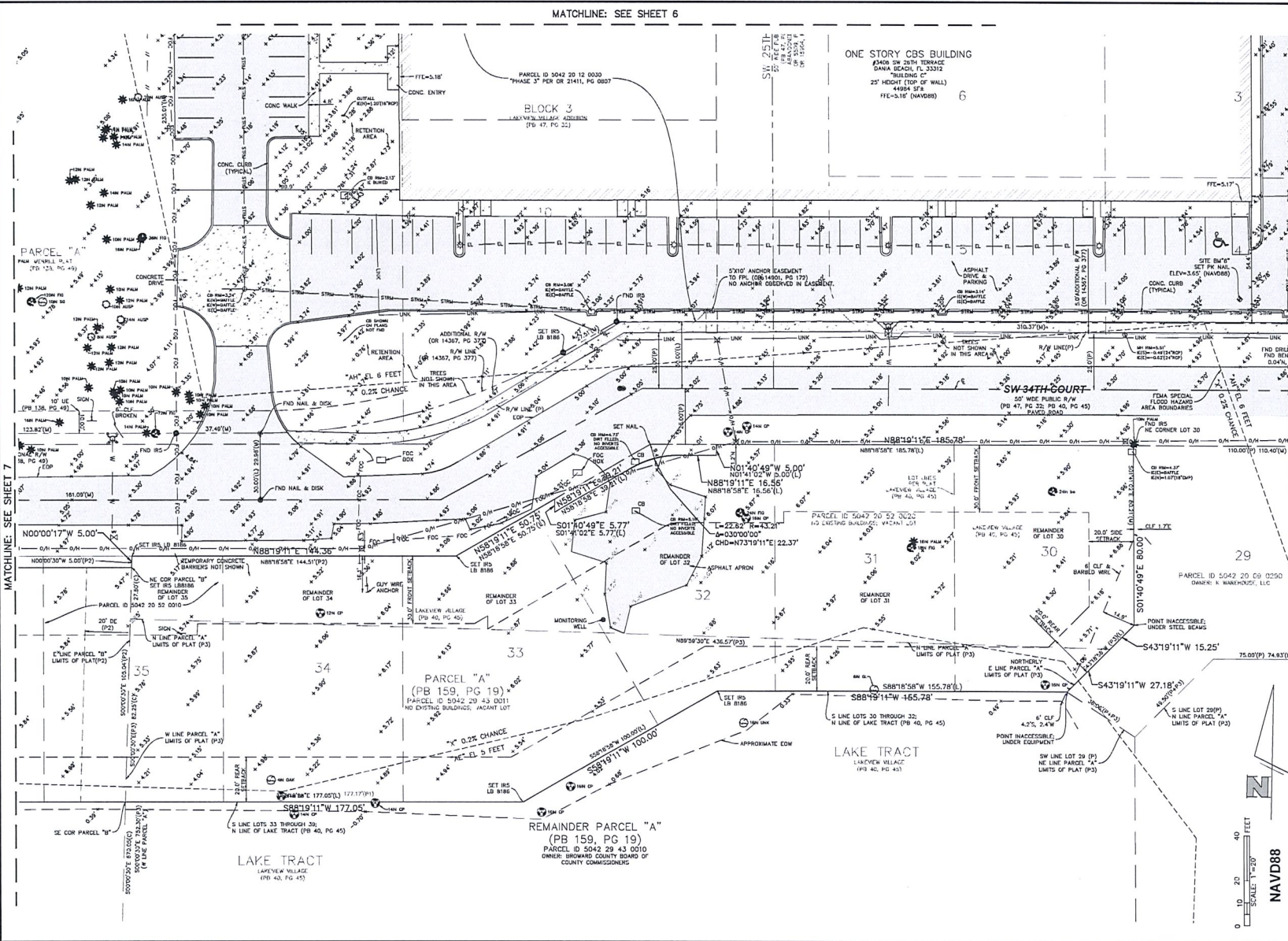
BOUNDARY SURVEY	
DATE: 12/24/2021 DRAWN BY: [blank] CHECKED BY: [blank]	PROJECT: SEAGIS PROPERTY GROUP, LP DANA BEACH, FL 33132

DYNAMIC ENGINEERING
 LAND DEVELOPMENT CONSULTING • PERMITTING
 GEOTECHNICAL • ENVIRONMENTAL
 TRAFFIC • SURVEY • PLANNING & ZONING
 100 NE 5th Avenue, Suite 82
 Delray Beach, FL 33483
 Phone: 561.827.8279
 Fax: 561.827.8279
 Email: info@dynamiceng.com
 Website: www.dynamiceng.com

WrightPSM, LLC
 PROFESSIONAL SURVEYING AND MAPPING
 1248 SE 15th Ave., Delray Beach, FL 33441
 Phone: 561.827.8279
 Fax: 561.827.8279
 Email: info@wrightpsm.com
 Website: www.wrightpsm.com

811
 PROTECT YOURSELF
 Call before you dig
 1-800-4-A-DIGIT
 1-800-486-4848
 www.call811.com

TITLE: [blank]
 WRIGHTPSM JOB No. 21-0407
 SCALE: 1"=20'
 DATE: 12/24/2021
 PROJECT No. 0198-99-037
 SHEET No. 7 OF 8
 (Rev. 1)



COPYRIGHT © 2021 - DYNAMIC ENGINEERING CONSULTANTS, PC - ALL RIGHTS RESERVED

DYNAMIC ENGINEERING
LAND DEVELOPMENT CONSULTING • PERMITTING
GEOTECHNICAL • ENVIRONMENTAL
TRAFFIC • SURVEY • PLANNING • ZONING
100 NE 9th Avenue, Suite 12
Dade City, FL 34683
Office: (813) 851-8579
Fax: (813) 851-8579
www.dynamiceng.com

BOUNDARY SURVEY

PROJECT: SEAGOS PROPERTY GROUP, LP
DANA BEACH, FL 33512

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1240 SE 12TH AVE. DEERFIELD BEACH, FL 33441
PHONE: (561) 898-1100
CERTIFICATE OF AUTHORIZATION NO. LB 8188

811
PROTECT YOURSELF
CALL 811 BEFORE YOU DIG
FOR CAUSE SPECIFIC DIRECT PHONE NUMBERS VISIT
WWW.CALL811.COM

TITLE:
WRIGHTPSM JOB No. 21-0407
DATE: 12/24/2021
PROJECT No: 01586-99-037
SHEET No: 8 OF 8

April 13, 2022

RE: New Industrial Building proposed at Seagis @ Port 95 Industrial Park
City Applications SP-023-22 and RZ 022-22

To our Neighbors:

This is to let you know about a new industrial building project proposed in the Port 95 neighborhood near your property. SPG@Port 95 has recently acquired surplus land from Broward County adjacent to the existing Seagis @ Port 95 Industrial Park located at 3400, 3402 and 3406 S.W. 26th Terrace in Dania Beach, and has submitted applications to the City to develop a new industrial building at the northeast corner of S.W. 26th Terrace and S.W. 34th Court. The new building will be approximately 51,575 s.f. with similar operational characteristics and complimentary architecture as the existing Seagis @ Port 95 Industrial Park.

We have enclosed here a reduced copy of the site plan and proposed elevation. If you have any comments or questions, please feel free to contact me:

Bradlee Lord
Seagis Property Group LP
11340 Interchange Circle North
Miramar, FL 33025
BLord@seagisproperty.com
Mobile: (610) 952-6498
Fax: (754) 816-3105

Very truly yours,



Bradlee Lord
Vice President

Enclosures



April 13, 2022

RE: New Industrial Building proposed at Seagis @ Port 95 Industrial Park
City Applications SP-023-22 and RZ 022-22

To our Neighbors:

This is to let you know about a new industrial building project proposed in the Port 95 neighborhood near your property. SPG@Port 95 has recently acquired surplus land from Broward County adjacent to the existing Seagis @ Port 95 Industrial Park located at 3400, 3402 and 3406 S.W. 26th Terrace in Dania Beach, and has submitted applications to the City to develop a new industrial building at the northeast corner of S.W. 26th Terrace and S.W. 34th Court. The new building will be approximately 51,575 s.f. with similar operational characteristics and complimentary architecture as the existing Seagis @ Port 95 Industrial Park.

We have enclosed here a reduced copy of the site plan and proposed elevation. If you have any comments or questions, please feel free to contact me:

Bradlee Lord
Seagis Property Group LP
11340 Interchange Circle North
Miramar, FL 33025
BLord@seagisproperty.com
Mobile: (610) 952-6498
Fax: (754) 816-3105

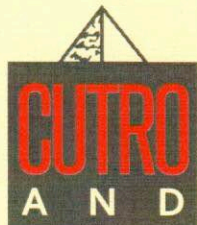
Very truly yours,



Bradlee Lord
Vice President

Enclosures





ASSOCIATES

CERTIFICATION LETTER

City of Dania Beach

Date: April 12, 2022

Address or

General Location: northeast corner of SW 26 Terrace and SW 34 Court

This letter certifies that the attached mailing list is a complete and accurate representation of the property adjacent to the subject property. This reflects the records on file in the Broward County Property Appraiser's Offices as of March 22, 2022.

The attached notification was mailed to the persons on the list on April 12, 2022.

Thank You,

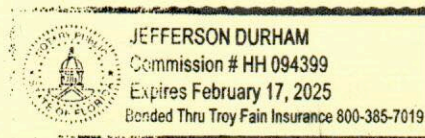
A blue ink signature of Christina Mathews, written in a cursive style.

Christina Mathews

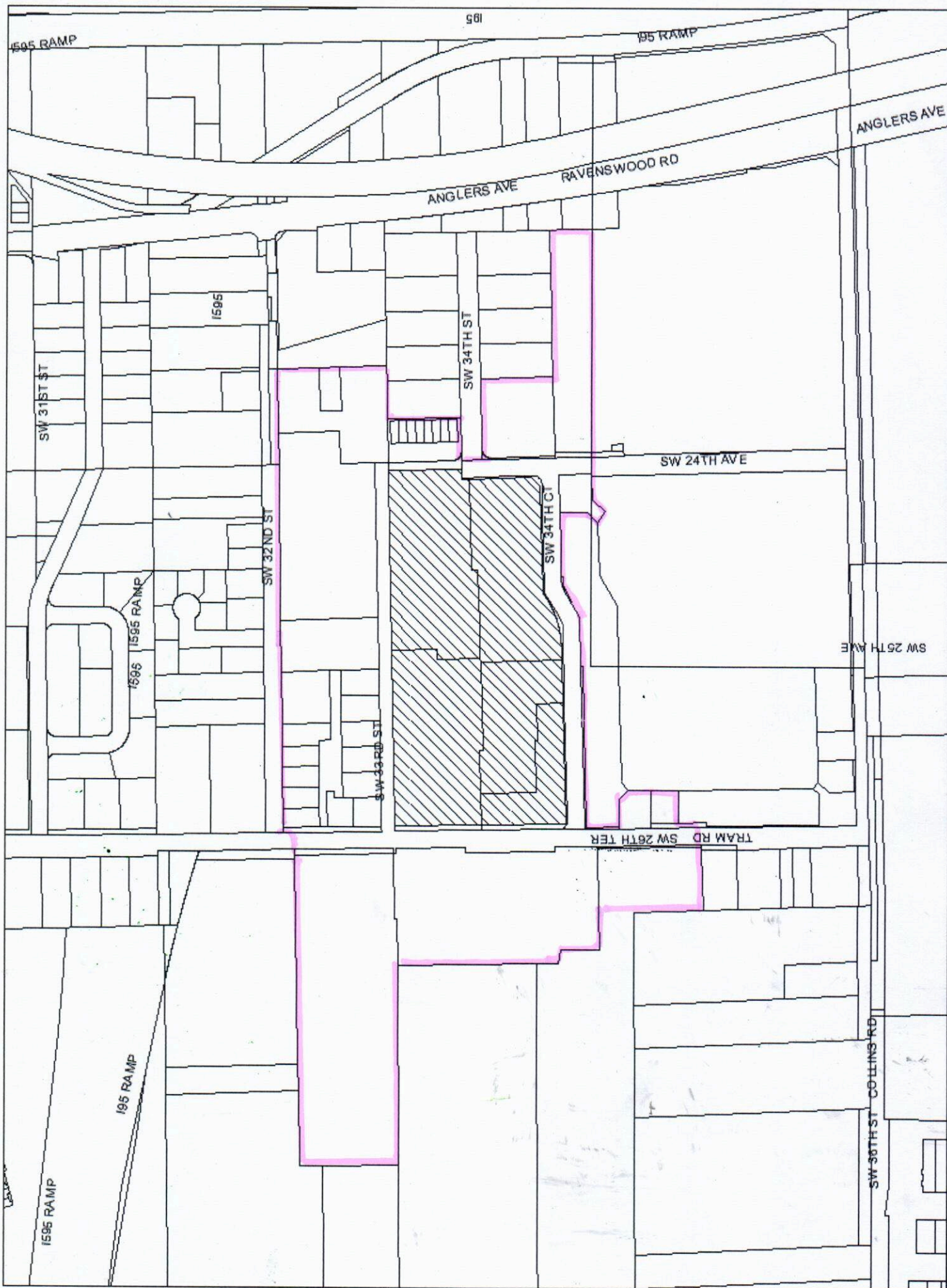
Sworn and subscribed before me this 12th day of April, 2022. She is personally known to me.

A blue ink signature of the notary, written in a cursive style.

Signature of Notary



1025 Yale Drive
Hollywood, Florida 33021
954-920-2205
Email: cutroplanning@yahoo.com

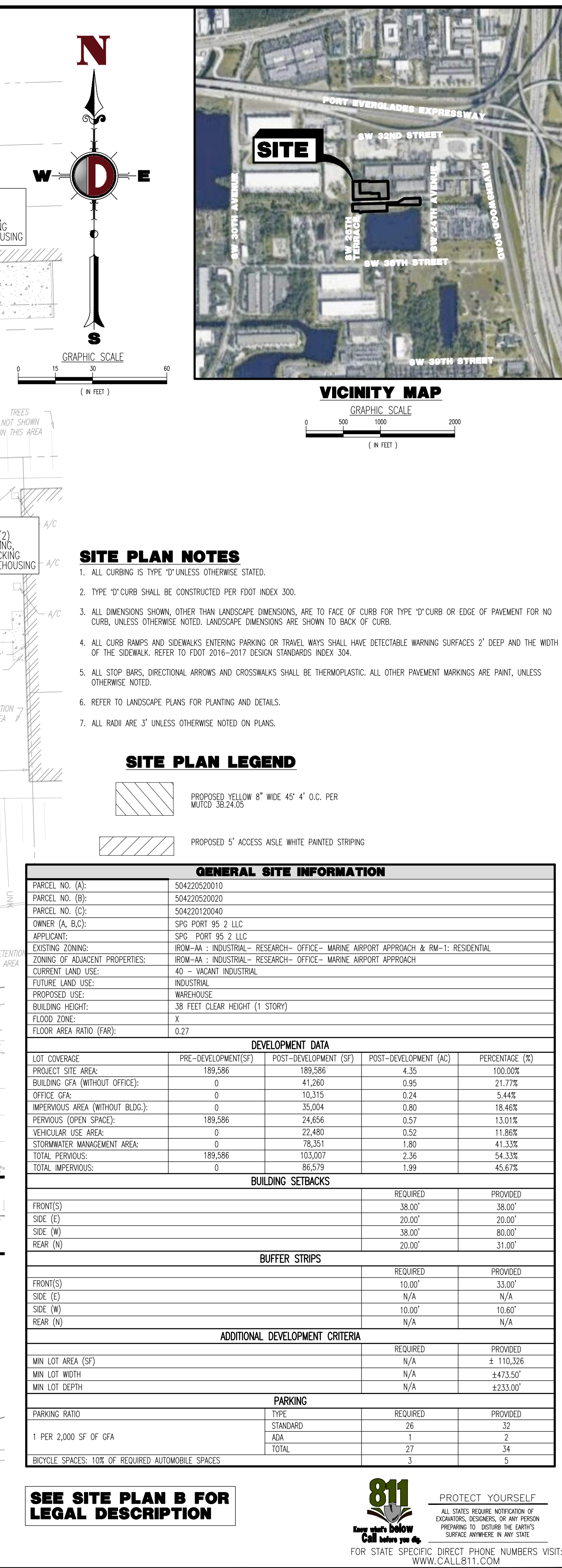


500 250 0 500 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
www.browardappraiser.com

Port 95 Site Plan

folio	name	add	city	state	zip	zip 4	legal
504220000691	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	20-50-42W1/2 OF E1/2 OF SW1/4 OF SE1/4OF SE1/4,LESS S 20 FOR RD & ALSOS 200 OF NW1/4 OF SE1/4 OFSE1/4,LESS W 15 THEREOF & LESSS 35 OF E 20 OF W 35ALSO LESS PORTION LYING OUTSIDELIMITS OF CITY OF DANIA
504220020271	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		SEABOARD FARMS 18-22 BTRACT 12 W 278.35 LESS W 92 OFN 175,LESS N 25 FOR RD & LESSE 125 OF W 278.35 OF S 60 OFN 205
504220020272	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		SEABOARD FARMS 18-22 BTR 12 E 125 OF W 278.35 OFS 60 OF N 205
504220060180	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOTS 1 & 2 DESC AS COMM AT SE COR OF LOT 3,W 368,N 80 TOPOB,W 84.02,N 75,E 103,S 20,W 20S 55 TO POB
504220060181	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 125BLK 3
504220060182	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 185BLK 3
504220060183	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT LOT 2 DESC AS COMM SE COR OFLOT 3,W ALG S/L 368 FOR POB,CONTW 85.12,NLY 80,E 84.02,SLY 80 TOPOB BLK 3
504220060184	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 1 DESC AS BEG AT NECOR OF LOT 1,S 140,W 50,N 35,W 15,N 105,E 65 TO POB BLK 3
504220060185	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 245BLK 3
504220060186	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 1 N 105 LESS E 245 & LESSW 15 BLK 3
504220060187	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 294.4 TO POB,W 73.6,N 110,E 73.6,S 110 TO POBBLK 3
504220060188	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 220.8 TO POB,CONT W 73.6,N 110,E 73.6,S 110TO POB BLK 3
504220060189	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BPT OF LOTS 2 & 3 DESC AS COMMAT SE COR OF LOT 3,W 147.2 TOPOB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	FL	33316		TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	FL	33316		TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060191	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BTHAT PT OF LOTS 1,2 & 3 DESCAS COMM AT SE COR OF LOT 3,N 110TO POB,CONT N 29.42,W 199.98,N 35,W 250.92,S 22.82,E 103,S20,W 20,S 25,E 368 TO POB BLK 3
504220060192	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6TO POB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060193	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060200	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309		TROPIC FARMS 24-30 BLOT 4 BLK 3
504220060210	FLORIDA TRUCK TOWN INC	2708 NE 16 ST	FORT LAUDERDALE	FL	33304		TROPIC FARMS 24-30 BLOTS 5,6 & 7 BLK 3 TOG WITHSEABOARD FARMS 18-22 B TR 12W 92 OF N 175 LESS N 25 FOR RD
504220090030	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	FL	33332		LAKEVIEW VILLAGE 40-45 BLOT 2
504220090040	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	FL	33332		LAKEVIEW VILLAGE 40-45 BLOT 3 LESS W 15 FOR RD
504220090290	K WAREHOUSE LLC	2185 N ROCK ISLAND RD	MARGATE	FL	33063		LAKEVIEW VILLAGE 40-45 BLOT 29,LESS RD RW
504220300010	2365 ASSOCIATION INC% JOEL BAUM	9401 COLLINS AVE #405	SURFSIDE	FL	33154		KAHN ADDITION 125-39 BPARCEL A TOGETHER WITH PT OFE1/2 OF SW 24 AVE LYING N OF WLXYEXT OF N R/W/L OF SW 34 ST &LYING S OF ELY EXT OF N/L OFLOT 1 BLK 1,LAKEVIEW VILLAGE ADDTOGETHER WITH EXT AREA OF 25 FTRAD CUR AT SW COR OF PAR A,LESSPT DESC AS,COMM AT SE COR PAR A,N 203.61,W 5.25 TO POB,W 65.33
504220300011	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/L34.67,W 5.25 TO POB,CONT W 65.33S 24.39,E 65.33,N 24.39 TO POBAKA,UNIT 1
504220300020	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A 58.92,W 5.25 TO POB,CONT W 65.33,S 24.25,E 65.33,N 24.25 TO POBAKA,UNIT 2
504220300030	MARTON SERVICES INC	2365 SW 34 ST BAY 3	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OR PARCEL A,N ALG E/LPARCEL A FOR 82.98,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 3
504220300040	TSCTR LLC	5013 GARFIELD ST	HOLLYWOOD	FL	33021		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 107.04,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 4
504220300050	ANGALLIR LLC	201 NE 1 ST	DANIA BEACH	FL	33004		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A, N ALG E/LPARCEL A FOR 131.10,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 5
504220300060	H & R HYDRO-PULL INC	2365 SW 34 ST BAY 6	FORT LAUDERDALE	FL	33312	5012	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 155.16,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 6
504220300070	DINA N GOCKERELL REV TRGOCKERELL,DINA N TRSTEE	601 SW 8 TER	FORT LAUDERDALE	FL	33315		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 179.22,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA,UNIT 7
504220300080	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST BAY 1 & 2	FORT LAUDERDALE	FL	33312		KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 203.61,W 5.25 TOPOB,CONT W 65.33,S 24.39,E 65.33N 24.39 TO POBAKA,UNIT 8
504220500013	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	FL	33410		ISGETTE'S RUNWAY 158-18 BTHAT PART OF PAR A INCLUDEDWITHIN THE FOLLOWING DESC-BEG NECOR PAR H OF RUNWAY LAKES III156-44 B,S ALG E/L OF PAR A & H292.11,W 187.58,W 716.40,NLY284.18,ELY 903.96 TO POB TOGWITH PAR H RUNWAY LAKES III,LESSPARCEL 6 DESC IN OR 49381/1306
504220520080	MSG P12 LLC	16690 COLLINS AVE STE 1004	SUNNY ISLES BEACH	FL	33160		RAVENSWOOD 26TH AVE FLL AIRPORTPLAT (PLAT 7) 162-9 BPARCEL H TOG/W POR PARCEL ADJP AIRPORT WEST PLAT 178-69 BDESC AS:COMM SW COR OF SAID PARA,E 873.09 TO POB,CONT E 246.75,S 62.28,NWLY 255.03 TO POB TOG/WPOR OF SE1/4 OF SW1/4 OF SEC20-50-42 DESC AS BEG NW COR SAIDPAR H,SLY 280.95,W 40.03,NLY
504220530010	CONNER,NATHAN W & MARIA T	5761 SW 17 ST	PLANTATION	FL	33317	5905	UNI. FAB. PLAT162-48 BPARCEL A
504220580010	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	FL	33410		DJP AIRPORT WEST PLAT 178-69 BPOR OF PAR A AND A POR OF PAR AISGETTE'S RUNWAY 158-18 B DESCAS-BEGIN NE COR PAR A,S 199.57,SW 199.03,SW 274.97,NE 286.35,SE125 SW 192.35,SW 105.92,NW110.23,NW 39.75,NW 464.54,NE133.90,NW 7.44,NE 187.77,SE 7.11,NE 15 TO POB & TOGETHER WITHPARCEL I OF RAVENSWOOD 26TH AVE





This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

RENDERING

SPG PORT 95 2 LLC
3410 SW 36TH TERRACE,
DANIA BEACH, FL 33312

WARE MALCOMB

MIA21-0072
01/25/22

SHEET
8

FOLIO	OWNER NAME	STREET ADDRESS	CITY	ZIP	LEGAL DESCRIPTION
504220000691	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	33301	20-50-42W1/2 OF E1/2 OF SW1/4 OF SE1/4OF SE1/4,LESS S 20 FOR RD & ALSOS 200 OF NW1/4 OF SE1/4 OFSE1/4,LESS W 15 THEREOF & LESSS 35 OF E 20 OF W 35ALSO LESS PORTION LYING OUTSIDELIMITS OF CITY OF DANIA
504220020271	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	SEABOARD FARMS 18-22 BTRACT 12 W 278.35 LESS W 92 OFN 175,LESS N 25 FOR RD & LESSE 125 OF W 278.35 OF S 60 OFN 205
504220020272	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	SEABOARD FARMS 18-22 BTR 12 E 125 OF W 278.35 OFS 60 OF N 205
504220060180	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOTS 1 & 2 DESC AS COMM ATSE COR OF LOT 3,W 368,N 80 TOPOB,W 84.02,N 75,E 103,S 20,W 20S 55 TO POB
504220060181	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 125BLK 3
504220060182	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 185BLK 3
504220060183	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT LOT 2 DESC AS COMM SE COR OFLOT 3,W ALG S/L 368 FOR POB,CONTW 85.12,NLY 80,E 84.02,SLY 80 TOPOB BLK 3
504220060184	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 1 DESC AS BEG AT NECOR OF LOT 1,S 140,W 50,N 35,W 15,N 105,E 65 TO POB BLK 3
504220060185	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 OF W 60 OF E 245BLK 3
504220060186	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 1 N 105 LESS E 245 & LESSW 15 BLK 3
504220060187	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 294.4 TO POB,W 73.6,N 110,E 73.6,S 110 TO POBBLK 3
504220060188	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOT 2 DESC AS COMM AT SECOR OF LOT 3,W 220.8 TO POB,CONT W 73.6,N 110,E 73.6,S 110TO POB BLK 3
504220060189	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BPT OF LOTS 2 & 3 DESC AS,COMMAT SE COR OF LOT 3,W 147.2 TOPOB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	33316	TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060190	CLIFF BERRY INC	851 ELLER DR	FORT LAUDERDALE	33316	TROPIC FARMS 24-30 BLOT 3 N 140 BLK 3
504220060191	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BTHAT PT OF LOTS 1,2 & 3 DESCAS COMM AT SE COR OF LOT 3,N 110TO POB,CONT N 29.42,W 199.98,N 35,W 250.92,S 22.82,E 103,S20,W 20,S 25,E 368 TO POB BLK 3
504220060192	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6TO POB,CONT W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060193	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BCOMM AT SE COR OF LOT 3,W 73.6,N 110,E 73.6,S 110 TO POB BLK 3
504220060200	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	33309	TROPIC FARMS 24-30 BLOT 4 BLK 3
504220060210	FLORIDA TRUCK TOWN INC	2708 NE 16 ST	FORT LAUDERDALE	33304	TROPIC FARMS 24-30 BLOTS 5,6 & 7 BLK 3 TOG WITHSEABOARD FARMS 18-22 B TR 12W 92 OF N 175 LESS N 25 FOR RD
504220090030	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	33332	LAKEVIEW VILLAGE 40-45 BLOT 2
504220090040	KERM ROBERT KEMP TRKEMP,KERM ROBERT TRSTEE ETAL	19100 SW 53 ST	SOUTHWEST RANCHES	33332	LAKEVIEW VILLAGE 40-45 BLOT 3 LESS W 15 FOR RD
504220090290	K WAREHOUSE LLC	2185 N ROCK ISLAND RD	MARGATE	33063	LAKEVIEW VILLAGE 40-45 BLOT 29,LESS RD R/W
504220300010	2365 ASSOCIATION INC% JOEL BAUM	9401 COLLINS AVE #405	SURFSIDE	33154	KAHN ADDITION 125-39 BPARCEL A TOGETHER WITH PT OFE1/2 OF SW 24 AVE LYING N OF WLYEXT OF N R/W/L OF SW 34 ST &LYING S OF ELY EXT OF N/L OFLOT 1 BLK 1,LAKEVIEW VILLAGE ADDTOGETHER WITH EXT AREA OF 25 FTRAD CUR AT SW COR OF PAR A,LESSPT DESC AS,COMM AT SE COR PAR A,N 203.61,W 5.25 TO POB,W 65.33,
504220300011	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/L34.67,W 5.25 TO POB,CONT W 65.33S 24.39,E 65.33,N 24.39 TO POBAKA:UNIT 1
504220300020	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST #1-2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A 58.92,W 5.25 TO POB,CONT W 65.33,S 24.25,E 65.33,N 24.25 TO POBAKA:UNIT 2

504220300030	MARTON SERVICES INC	2365 SW 34 ST BAY 3	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OR PARCEL A,N ALG E/LPARCEL A FOR 82.98,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 3
504220300040	TSCTR LLC	5013 GARFIELD ST	HOLLYWOOD	33021	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 107.04,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 4
504220300050	ANGALLIR LLC	201 NE 1 ST	DANIA BEACH	33004	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A, N ALG E/LPARCEL A FOR 131.10,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 5
504220300060	H & R HYDRO-PULL INC	2365 SW 34 ST BAY 6	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 155.16,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 6
504220300070	DINA N GOCKERELL REV TRGOCKERELL,DINA N TRSTEE	601 SW 8 TER	FORT LAUDERDALE	33315	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 179.22,W 5.25 TOPOB,CONT W 65.33,S 24.06,E 65.33N 24.06 TO POBAKA:UNIT 7
504220300080	DANIA DOOR HOLDINGS LLC	2365 SW 34 ST BAY 1 & 2	FORT LAUDERDALE	33312	KAHN ADDITION 125-39 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LPARCEL A FOR 203.61,W 5.25 TOPOB,CONT W 65.33,S 24.39,E 65.33N 24.39 TO POBAKA:UNIT 8
504220500013	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	33410	ISGETTE'S RUNWAY 158-18 BTHAT PART OF PAR A INCLUDEDWITHIN THE FOLLOWING DESC:BEG NECOR PAR H OF RUNWAY LAKES III156-44 B,S ALG E/L OF PAR A & H292.11,W 187.58,W 716.40,NLY284.18,ELY 903.96 TO POB TOGWITH PAR H RUNWAY LAKES III,LESSPARCEL 6 DESC IN OR 49381/1306
504220520080	MSG P12 LLC	16690 COLLINS AVE STE 1004	SUNNY ISLES BEACH	33160	RAVENSWOOD 26TH AVE FLL AIRPORTPLAT (PLAT 7) 162-9 BPARCEL H TOG/W POR PARCEL ADJP AIRPORT WEST PLAT 178-69 BDESC AS:COMM SW COR OF SAID PARA,E 873.09 TO POB,CONT E 246.75,S 62.28,NWLY 255.03 TO POB TOG/WPOR OF SE1/4 OF SW1/4 OF SEC20-50-42 DESC AS BEG NW COR SAIDPAR H,SLY 280.95.W 40.03,NLY
504220530010	CONNER,NATHAN W & MARIA T	5761 SW 17 ST	PLANTATION	33317	UNI. FAB. PLAT162-48 BPARCEL A
504220580010	PRIME REALTY CAPITAL LLC	2401 PGA BLVD #200	PALM BEACH GARDENS	33410	DJP AIRPORT WEST PLAT 178-69 BPOR OF PAR A AND A POR OF PAR AISGETTE'S RUNWAY 158-18 B DESCAS:BEGIN NE COR PAR A,S 199.57,SW 199.03,SW 274.97,NE 286.35,SE125,SW 192.35,SW 105.92,NW110.23,NW 39.75,NW 464.54,NE133.90,NW 7.44,NE 187.77,SE 7.11,NE 15 TO POB & TOGETHER WITHPARCEL I OF RAVENSWOOD 26TH AVE

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION INITIATING THE NEGOTIATION PROCESS PURSUANT TO SECTION 171.203, FLORIDA STATUTES WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR THE ANNEXATION OF CERTAIN LAND OWNED BY THE CITY OF DANIA BEACH, AND THE CONTRACTION OF CERTAIN LANDS BY THE CITY OF HOLLYWOOD, THAT IS CURRENTLY LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD, WHICH LAND IS IDENTIFIED IN EXHIBIT “A”, AND IS WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK

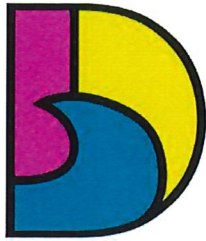
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

OT-059-22 FDOT Annexation, R-2022- Request for Annexation from Hollywood for Parcel at Beach (OT-059-22), R-2022- Request for Annexation from Hollywood for Parcel at Beach (OT-059-22) Exhibit A, R-2022- Request for Annexation from Hollywood for Parcel at Beach (OT-059-22) Exhibit B



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: July 12, 2022

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager
Eve A. Boutsis, City Attorney

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

SUBJECT: **OT-059- 22:** The applicant, City of Dania Beach, is requesting to annex land owned by Florida Department of Transportation.

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou,
email=csosacruz@daniabeachfl.gov, c=US
Date: 2022.07.01 12:37:15 -0400

Request

To annex land owned by the Florida Department of Transportation (FDOT) into the City of Dania Beach from the City of Hollywood.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the LDC.

Background

Part of the City's Oceanfront Park is owned by FDOT, the remainder of the land is owned by the City. Additionally, the park is partly in the jurisdiction of Hollywood, and the remainder in the jurisdiction of Dania Beach.

The parcel identified as 45-320 North Beach Road, consists of a portion of the parking lot for Florida Atlantic University (FAU), which property is owned by the City of Dania Beach and leased to FAU for \$1.00 a year, through 2046 with an option to extend through 2095, and the remainder of the FAU parking area is owned by Florida Department of Transportation (FDOT). The FAU parking area is jurisdictionally located within the city limits of Dania Beach and the City of Hollywood.

It has been the City's goal to work with FAU, so that the City can repurpose the FAU parking lot by building a public parking garage. The garage would house all the required parking for FAU but would also provide the City overflow parking for its beach, and for its two restaurants, the Quarterdeck and the Lucky Fish (currently under development). To proceed with this parking garage plan, the City will need to undertake several tasks of negotiating with FAU for the use of the parking lot, and to obtain title to the portion of land that is part of FAU's parking lot that is owned by FDOT. FDOT has agreed, in theory, to transfer the FDOT parcel (within the FAU parking area) to the City, provided the land is located within the City's jurisdictional limits. As indicated above, some of the land is

located within the jurisdictional limits of the City of Hollywood. This land, as identified at Exhibit A, is the area sought for annexation.

This proposed transfer/annexation would enable the City to control all the land needed to construct a new structured parking lot for the public. To proceed in negotiations with FDOT and FAU (to repurpose the FAU leased parking area, to be a parking garage with FAU parking and City public parking), the City is seeking to annex the area of FDOT land within the FAU parking area that is located within the City of Hollywood.

Commissioner Tim Ryan has been in discussions with the Mayor and Manager of the City of Hollywood. City Manager Garcia has spoken with Hollywood's Manager, who is supportive of the City of Dania Beach's annexation request relating to the FDOT/FAU parking lot area. Eve Boutsis, Dania Beach City Attorney has been in communication with the Hollywood City Attorney and the County Attorney regarding the same.

Pursuant to Dania Beach City Attorney Office's discussions with the County Attorney's office and the City of Hollywood City Attorney, it was determined that there is a relatively easy mechanism to initiate the annexation through Chapter 171, Part II, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act". This Act gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes. The City, The City of Hollywood and the County have the legal authority pursuant to the Act, Section 163.01, Florida Statutes and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes to enter into interlocal service boundary agreements with other local government jurisdictions concerning annexation and contraction matters and to initiate the negotiation process for the same.

The City of Dania Beach desires for the City of Hollywood and City of Dania Beach to readjust their respective boundaries to provide that the Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits. The Parcel is contiguous to the jurisdictional limits of the City of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of the City of Dania Beach if such parcel were not currently within the jurisdictional limits of the City of Hollywood. The proposed resolution is intended to be an initiating resolution pursuant to Section 171.203(1), Florida Statutes. Both the County and the City would have 60 days initiate a responding resolution and raise any additional issues that the responding city or county may have. The County and City of Hollywood will have seven (7) days to provide their response to the City. Then, a new 60-day negotiation period would begin. If matters proceed smoothly, the entire process should take no more than 127 days to complete the annexation process.

The interlocal agreement, once drafted would address any issue concerning service delivery, fiscal responsibilities, or boundary adjustment. The agreement may include, but need not be limited to, provisions that:

- (a) Identify a municipal service area.
- (b) Identify an unincorporated service area.

(c) Identify the local government responsible for the delivery or funding of the following services within the municipal service area or the unincorporated service area:

1. Public safety.
2. Fire, emergency rescue, and medical.
3. Water and wastewater.
4. Road ownership, construction, and maintenance.
5. Conservation, parks, and recreation.
6. Stormwater management and drainage.

(d) Address other services and infrastructure not currently provided by an electric utility as defined by s. 366.02(4) or a natural gas transmission company as defined by s. 368.103(4). However, this paragraph does not affect any territorial agreement between electrical utilities or public utilities under chapter 366 or affect the determination of a territorial dispute by the Public Service Commission under s. 366.04.

(e) Establish a process and schedule for annexation of an area within the designated municipal service area consistent with s. 171.205.

(f) Establish a process for land use decisions consistent with part II of chapter 163, including those made jointly by the governing bodies of the county and the municipality, or allow a municipality to adopt land use changes consistent with part II of chapter 163 for areas that are scheduled to be annexed within the term of the interlocal agreement; however, the county comprehensive plan and land development regulations shall control until the municipality annexes the property and amends its comprehensive plan accordingly.

(g) Address other issues concerning service delivery, including the transfer of services and infrastructure and the fiscal compensation to one county, municipality, or independent special district from another county, municipality, or independent special district.

(h) Provide for the joint use of facilities and the colocation of services.

(i) Include a requirement for a report to the county of the municipality's planned service delivery, as provided in s. 171.042, or as otherwise determined by agreement.

(j) Establish a procedure by which the local government that is responsible for water and wastewater services shall, within 30 days after the annexation or subtraction of territory, apply for any modifications to permits of the water management district or the Department of Environmental Protection which are necessary to reflect changes in the entity that is responsible for managing surface water under such permits.

Once Hollywood issues its resolution authorizing the annexation, and once the City knows all possible issues or terms to negotiate, the City will prepare an interlocal agreement authorizing the annexation and the terms for same; and would also adopt a Future Land Use Map Amendment to the City's Comprehensive Plan to identify the proposed uses of the annexed land.

The proposed Resolution is in the best interest and welfare of the residents of the City of Dania Beach and that it is not to the detriment of the City of Hollywood as it obtains no ad valorem taxes from FAU and is a small portion of a parcel that is being used as a parking lot. The City of Dania Beach is located adjacent to the Ft. Lauderdale/Hollywood Airport and the Ft. Lauderdale Seaport, the proposed parking garage would service the residents of Dania and Hollywood, as well as the many tourists that visit the greater Ft. Lauderdale area.

Budgetary Impact

Annexation of the subject land will assist the City with completing the process that would allow the City to negotiate with FDOT to obtain title to the portion of the parking lot owned by FDOT, and controlled by FAU, so that a public parking garage can be built at the beach for overflow parking. Any parking revenues eventually generated would be used to pay the debt service for the construction of the public parking garage.

Recommendation

Approve the resolution as presented.

EAB/la

Enclosure: Exhibit A – Survey of Area to be Annexed

SKETCH & DESCRIPTION FOR: **CITY OF DANIA BEACH**
(SEE SHEET 2 OF 2 FOR SKETCH)

SHEET 1 OF 2

DESCRIPTION:

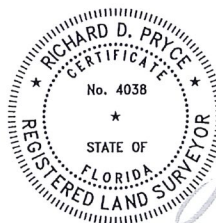
THAT PORTION OF THE CITY OF HOLLYWOOD FLORIDA LYING WITHIN STATE ROAD A-1-A, PARCEL 124 (PART), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP FOR SECTION 86030-2175, AND DESCRIBED IN FDOT PARCEL SKETCH OF SAID PARCEL 124 (PART) DATED 02/02/2022; SAID PORTION ALSO LYING WITHIN LOTS 7 THROUGH 10, BLOCK 202, AND THE ADJACENT ALLEY AND STREET FROM THE UNDERLYING PLAT OF "HOLLYWOOD CENTRAL BEACH" RECORDED IN PLAT BOOK 4, PAGE 20, BROWARD COUNTY RECORDS. SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 203 OF SAID PLAT; THENCE SOUTH 04° 57' 20" EAST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 203, AND THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 40.04 FEET TO THE NORTH LINE OF SAID BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG SAID NORTH LINE AND SAID BOUNDARY OF PARCEL 124 (PART), A DISTANCE OF 207.16 FEET; THENCE SOUTH 25° 05' 30" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 46° 25' 35" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 61.53 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID LOT 7, AND THE COMMON BOUNDARY OF THE CITY'S OF DANIA BEACH AND HOLLYWOOD, FLORIDA; THENCE CONTINUE SOUTH 46° 25' 35" EAST ALONG THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 13.81 FEET; THENCE SOUTH 54° 24' 51" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 39.16 FEET; THENCE SOUTH 55° 57' 54" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 80.56 FEET; THENCE SOUTH 61° 25' 44" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 54.86 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 202; THENCE NORTH 03° 16' 57" WEST, ALONG THE EAST LINE OF SAID BLOCK 202, AND ALONG THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 109.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG THE NORTH LINE OF SAID LOT 10 AND A WESTERLY EXTENSION THEREOF, ALSO BEING THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.204 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL



Digitally signed by
Richard D. Pryce
Date: 2022.05.23
09:50:07 -04'00'

RICHARD D. PRYCE - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4038
STATE OF FLORIDA

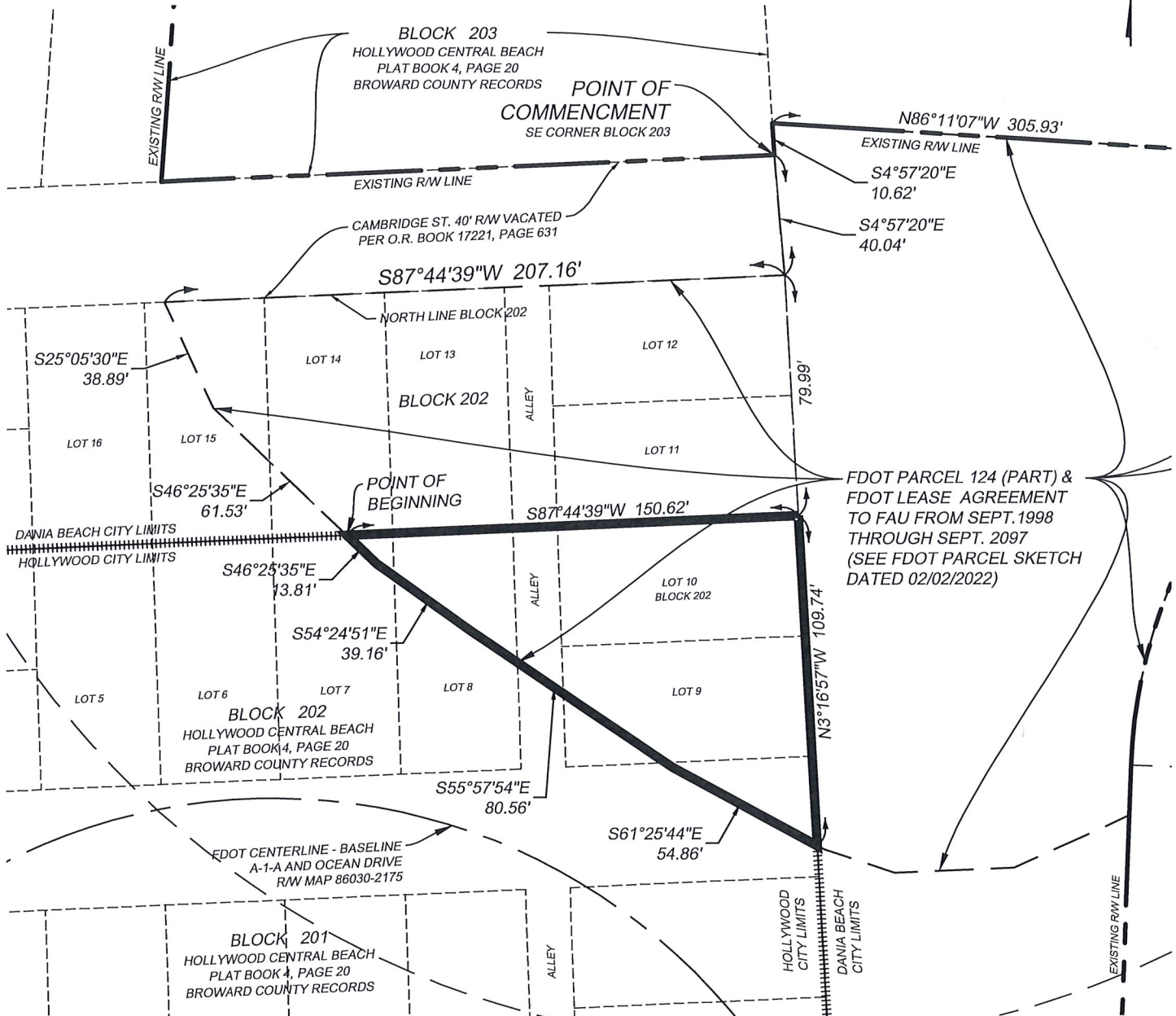
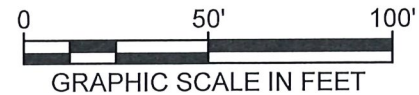
R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon. The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.	UPDATES and/or REVISIONS		DATE	BY	CK'D
 CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022	JOB NO.: 11-0033		SHEET 1 OF 2		
	DRAWN BY: RP		F.B. N/A PG. N/A		
	CHECKED BY: MM		DATED: 5/23/2022		

SKETCH & DESCRIPTION FOR: CITY OF DANIA BEACH

(SEE SHEET 1 OF 2 FOR DESCRIPTION)

SHEET 2 OF 2



NOTES:

FAU = FLORIDA ATLANTIC UNIVERSITY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R. BOOK = OFFICIAL RECORDS BOOK
R/W = RIGHT-OF-WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE FDOT LEASE AGREEMENT AND THE THE FDOT PARCEL SKETCH SHOWN HEREON, WHICH ARE BASED ON FDOT R/W MAP SECTION 86030-2175

R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG

Craven • Thompson & Associates, Inc.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022

JOB NO.: 11-0033

PAGE 2 OF 2

DRAWN BY: RP

F.B. PG.

CHECKED BY: MM

DATED: 5/23/2022

RESOLUTION NO. 2022-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INITIATING THE NEGOTIATION PROCESS PURSUANT TO SECTION 171.203, FLORIDA STATUTES WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR THE ANNEXATION OF CERTAIN LAND OWNED BY THE CITY OF DANIA BEACH, AND THE CONTRACTION OF CERTAIN LANDS BY THE CITY OF HOLLYWOOD, THAT IS CURRENTLY LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD, WHICH LAND IS IDENTIFIED IN EXHIBIT "A", AND IS WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, the City, the City of Hollywood, and Broward County have the legal authority pursuant to the Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes to enter into interlocal service boundary agreements with other local government jurisdictions concerning annexation and contraction matters and to initiate the negotiation process for the same; and

WHEREAS, the parcel identified as 45-320 North Beach Road, consists of the parking lot for Florida Atlantic University (FAU), which property is predominantly owned by the City of Dania Beach (remainder of the lot owned by FDOT) and leased to FAU for \$1.00 a year, through 2047; and

WHEREAS, the FAU parking area is located within the city limits of Dania Beach and the City of Hollywood, a copy of the survey is attached to this Resolution as "Exhibit A", and

WHEREAS, the City of Dania Beach would like to annex the small area contained within the parking area that is within the jurisdiction of the City of Hollywood; and

WHEREAS, upon transfer of jurisdiction, FDOT would be able to transfer title to the small are of the parking lot owned by FDOT to the City and the City could then proceed with its plans to build the overflow parking garage for the beach; and

WHEREAS, the City of Dania Beach desires for the City of Hollywood and City of Dania Beach to readjust their respective boundaries to provide that the Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, the Parcel is contiguous to the jurisdictional limits of the City of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of the City of Dania Beach if such parcel were not currently within the jurisdictional limits of the City of Hollywood; and

WHEREAS, this Resolution is intended to be an initiating resolution pursuant to Section 171.203(1), Florida Statutes; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Dania Beach and that it is not to the detriment of the City of Hollywood as it obtains no ad valorem taxes from FAU and is a small portion of a parcel that is being used as a parking lot for FAU.

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

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this Resolution as the findings of the City of Dania Beach City Commission.

Section 2. **Initiation of Negotiations.** The City of Dania Beach invites the City of Hollywood and Broward County to negotiate pursuant to Section 171.203(1), Florida Statutes, an interlocal service boundary agreement generally consistent with the terms set forth in the draft Interlocal Service Boundary Agreement for Contraction and Annexation of a Parcel of Land attached hereto as Exhibit "B" ("Proposed ISB Agreement"). The issues for negotiation are those which are within the scope of the issues set forth in the Proposed ISB Agreement and relate to Parcel defined in the Whereas clauses of this Resolution.

Section 3. **Certified Copy.** That the City Clerk shall send a certified copy of this Resolution by U.S. certified mail to the Mayor and County Administrator of Broward County, Florida and to the City Manager of the City of Hollywood.

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

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

PASSED AND ADOPTED on July 12, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

Survey of Area to be Annexed

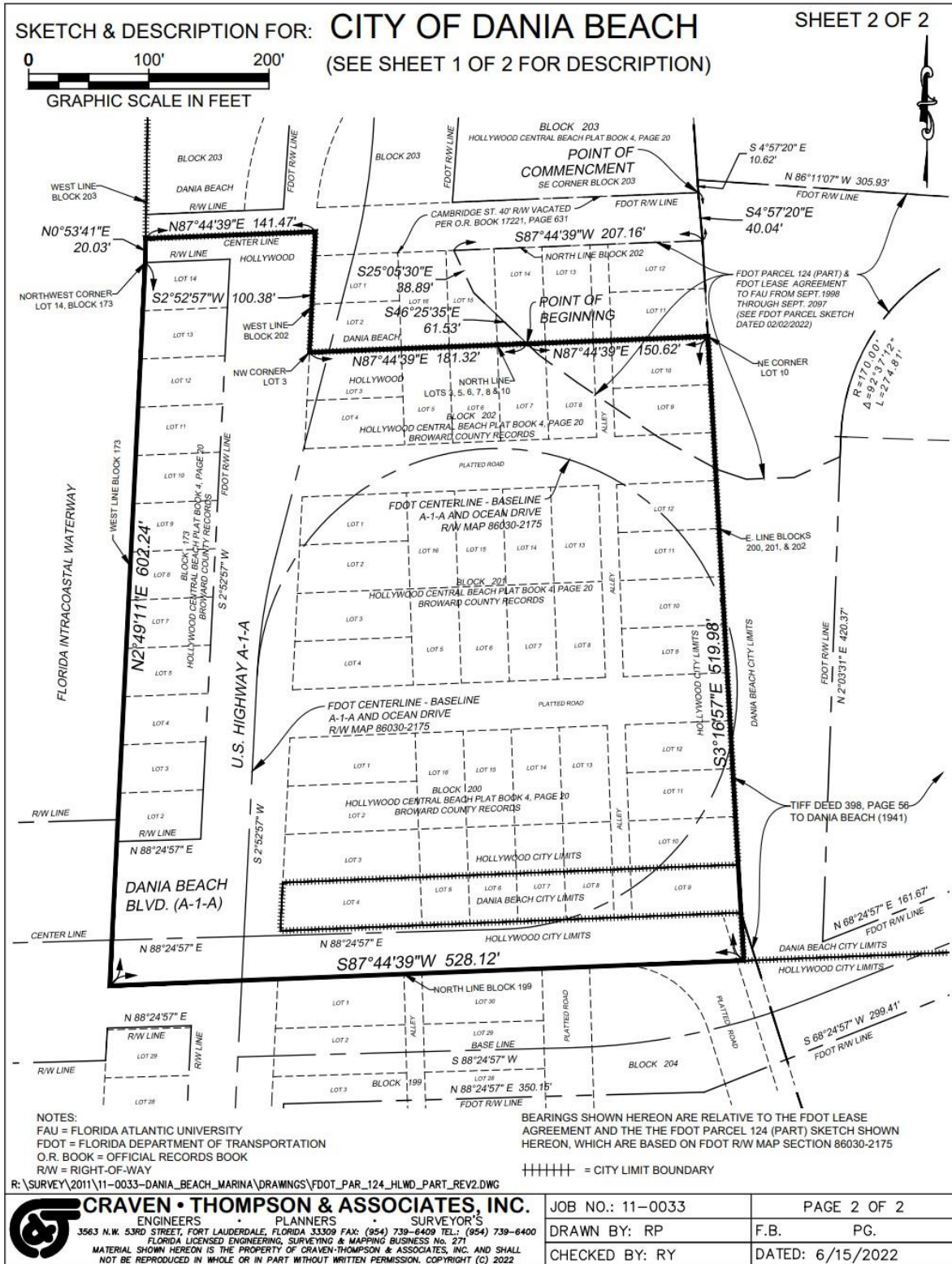


EXHIBIT "B"

AFTER RECORDING RETURN TO:

CITY OF DANIA BEACH
ATTN: CITY CLERK
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

For Recording Purposes Only

**INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR
CONTRACTION AND ANNEXATION OF A PARCEL OF LAND**

between

CITY OF DANIA BEACH, FLORIDA,

CITY OF HOLLYWOOD, FLORIDA

and

BROWARD COUNTY, FLORIDA

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR CONTRACTION AND ANNEXATION OF A PARCEL OF LAND (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF DANIA BEACH**, a municipal corporation in the State of Florida whose mailing address is 100 West Dania Beach Blvd, Dania Beach, Florida 33004 ("Dania Beach"), the **CITY OF HOLLYWOOD**, a municipal corporation in the State of Florida whose mailing address is 2600 Hollywood Blvd., Hollywood Florida 33020-4807 (hereinafter referred to as "Hollywood"), and **BROWARD COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 115 South Andrews Avenue, Ft Lauderdale, Florida 33301 (hereinafter *referred* to as "County").

WITNESSETH

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, this Agreement is being entered into pursuant to the legal authority of Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida

Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes; and

WHEREAS, Dania Beach owns a parcel of land that is partially located within the jurisdictional limits of the City of Hollywood and consists of approximately _____ sq.ft., which has a Broward County Property Identification Number _____ and a graphical depiction of which is attached hereto as Exhibit "A" ("Parcel"); and

WHEREAS, Dania Beach and Hollywood desire to readjust their respective boundaries to provide that Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, Parcel is contiguous to the jurisdictional limits of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of Dania Beach if such parcel were not currently within the jurisdictional limits of Hollywood;

WHEREAS, the parties desire to and hereby waive the requirements of Chapter 171, Part I, Florida Statutes to the extent necessary to allow Dania Beach to annex the Parcel; and

WHEREAS, the County joins into this Agreement to consent to the agreement reached between Dania Beach and Hollywood as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. In order to approve this Agreement, Dania Beach and Hollywood shall each adopt an ordinance approving this Agreement and its execution and delivery, and specifically make reference to the approval of the contraction of the Parcel from Hollywood and its annexation into Dania Beach. Dania Beach and Hollywood agree to coordinate on the form of the ordinances they respectively plan to adopt to approve this Agreement. The Effective Date of this Agreement shall be the date when all of the following has been satisfied: (i) an ordinance is adopted by Dania Beach approving this Agreement and Dania Beach has executed this Agreement; (ii) an ordinance is adopted by Hollywood approving this Agreement and Hollywood has executed this Agreement; and (iii) the County has approved and executed this Agreement.

SECTION III. On the Effective Date of this Agreement, Parcel B is hereby contracted (subtracted) from the jurisdictional limits of Hollywood and simultaneously annexed into the

jurisdictional limits of Dania Beach. Thereafter, Dania Beach shall have jurisdiction of the Parcel for all purposes, and within a reasonable period of time Dania Beach shall take action to assign an Open Space & Recreational (PR) Future Land Use designation to the Parcel. As the current property owner of Parcel B, Dania Beach consents to such simultaneous contraction of the Parcel from Hollywood and its annexation into Dania Beach.

SECTION IV. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Broward County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

0. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

5. The parties will work together to take any further actions necessary to implement and achieve the objectives of this Agreement.

6. This Agreement is limited to the specific items set forth herein.

SECTION V. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION VI. Following its execution by Dania Beach, Hollywood and the County, this Agreement shall be recorded in the Public Records of Broward County, Florida.

CITY OF DANIA BEACH, a Florida municipal corporation

By: _____
Tamara James, Mayor

Attest: _____
Thomas Schneider, CMC, City Clerk

APPROVED BY THE CITY OF DANIA BEACH CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2022.

CITY OF HOLLYWOOD, a Florida municipal corporation

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

APPROVED BY THE CITY OF HOLLYWOOD CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2022.

"COUNTY"

BROWARD COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Broward County Mayor

Date: _____

ATTEST:
County Clerk of the Board of County Commissioners

By: _____

Date: _____



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: July 12, 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

See attached the 4th of July Banner flown over our beach area this past holiday weekend. A great idea by our PIO that certainly provided a sense of pride in our City and a celebratory gesture as we honored Independence Day. The proactive Code Red calls and BSO signage and patrolling on Dania Beach Blvd. provided for a very smooth 4th of July traffic mitigation game plan.

On July 6th, Chief of Staff Maxine Singh, CRA Director Chen and I met with Russell Weaver, The President of the league of Greater Fort Lauderdale Sister Cities International. He was very informative and excited to assist us as we embark on this journey to identify the possibilities and Dania Beach's future involvement in this truly remarkable program. Maxine will take the next steps via several other key meetings with representatives from both Broward and Miami Dade.

Last week, our HR Director, our Chief of Staff, Mayor James and I toured the West Wing. Together we identified certain safety enhancements that will be implemented and expanded on the West Wing footprint creating additional office space. We will be working with the City Commission on office furniture order as we are approaching the final details to complete this very anticipated and much-needed project. We will be providing you shortly before the end of the fiscal year some dates for the official ribbon cutting event.

We have had several active shooter trainings organized by our HR Director and BSO. We will be scheduling one for all elected officials coming up in August. The last component of our reinforced City Hall will be bullet proof windows in the Code office and the current Commission room adjacent to the Chamber. We have a mandatory single point of entry at City Hall as we continue to reinforce security and safety.

As you are provided with a monthly BTR report included in my Manager's report, I will begin to include as an FYI to you, a monthly Special Magistrate report as well, so you are informed on all cases that come to us regarding citations issued and our ultimate goal to ensure compliance.

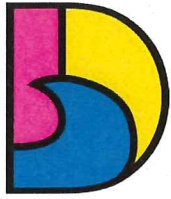
We have secured a window identifying the 1st two weeks in August to celebrate the official groundbreaking at Lucky Fish! More details to come as soon as we target a couple of dates to provide you.

On July the 7th, Director Brown, Deputy Director Waren, Deputy Manager Sosa-Cruz and I participated in a meeting regarding the design of CW Thomas Park. We will be identifying shortly some dates to commence demolition and scheduling of this groundbreaking.

We are finalizing our Fiscal 2023 proposed budget and CIP Plan and are on schedule to provide you with the proposed budget on August the 1st.

Our Parks Director and Deputy Director are working on putting out a programming survey via Survey Monkey to engage our residents as we move forward in the process that commenced from the adoption of our Parks Master Plan in 2019 to the planned demolition of CW Thomas Park in 2022 and design and construction plans for all our major City Parks. This survey will be out this Fall.





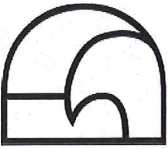
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM: Adam Segal, Deputy Finance Director
DATE: July 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
SEAT. LIVE IT. LOVE IT.

Business Listing Report

Business Start Date 06/01/22 - 06/30/22

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
CARAPINA CITY LUBE INC	CARAPINA, TATJANA CITY LUBE INC	500 NE 2 ST # 227, DANIA BEACH, FL 33004	(416) 522-8663		06/02/2022	
		940 ELLER DRIVE BAY 1, DANIA BEACH, FL 33316	(954) 572-1180		06/08/2022	
DANIA POINTE WATERFRONT LLC	DANIA POINTE WATERFRONT LLC	1211 STIRLING RD 107 NORTH, DANIA BEACH, FL 33004	(305) 573-8700		06/08/2022	
EM FLORIDA REAL ESTATE LLC	EM FLORIDA REAL ESTATE LLC	715 SW 10 ST, Dania Beach, FL	(954) 809-8167		06/13/2022	
HALFTIME LIQUOR	NS INVESTMENTS SERVICES V LLC	421 SHERIDAN ST, DANIA BEACH, FL 33004	(754) 777-7443		06/08/2022	
KAMALI CALLIGRAPHY	KAREN GRANDINETTI	2402 SW 54 ST, Dania Beach, FL 33312	(954) 669-4086		06/08/2022	
MY MAMA'S DANIA	MY MAMA'S INC	218 E DANIA BEACH BLVD, Dania Beach, FL 33004	(754) 400-9275		06/14/2022	
SMOKE SHOP	DANIA SMOKE SHOP LLC	108 S FEDERAL HWY, DANIA BEACH, FL 33004	(954) 478-7900		06/07/2022	
TESLA NAIL SALON LLC	TESLA NAIL SALON LLC	157 S COMPASS WAY, DANIA BEACH, FL 33004	(336) 991-6666		06/06/2022	
THOMAS GEOTECHNICAL SERVICES LLC	THOMAS GEOTECHNICAL SERVICES LLC	3019 RAVENSWOOD RD 110, DANIA BEACH, FL 33312	(561) 429-3246		06/14/2022	

Businesses 10