

AGENDA
DANIA BEACH CITY COMMISSION
HYBRID REGULAR MEETING
WEDNESDAY, SEPTEMBER 14, 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, SPECIAL EVENT APPROVALS, AND FIRST BUDGET PUBLIC HEARINGS

- 1. Update on City property values by Marty Kiar, Broward County Property Appraiser

2. RESOLUTION NO. 2022-138 **PUBLIC HEARING**

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

3. RESOLUTION NO. 2022-139 **PUBLIC HEARING**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; CONFIRMING, SUPPLEMENTING, AND AMENDING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Finance)*

4. RESOLUTION NO. 2022-140 **PUBLIC HEARING**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

5. RESOLUTION NO. 2022-141 **PUBLIC HEARING**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY

LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

6. RESOLUTION NO. 2022-142 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING A TENTATIVE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. Special Event request from Loggerhead Marinelife Center for the Tour de Trash Underwater Pier & Beach Clean-Up to be held at 300 North Beach Road on September 15, 2022 from 10:00 a.m. - 7:45 p.m. The applicant is requesting a waiver of application and parking fees. *(Parks & Recreation)*

4. PROCLAMATIONS

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 August 23, 2022 City Commission Hybrid Meeting
Approve Minutes of August 30, 2022 City Commission Hybrid Budget Workshop

2. Travel Requests: None

3. RESOLUTION NO. 2022-143

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

FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), WITH RONALD L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) FOR FISCAL YEAR 2022-2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

4. RESOLUTION NO. 2022-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT PURSUANT TO CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-024 ENTITLED, “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS RELATED TO THE NEW CONSTRUCTION AT THE PARK TO BURKHARDT CONSTRUCTION, INC., IN THE AMOUNT OF NINETY ONE THOUSAND FIFTEEN DOLLARS (\$91,015.00) FOR PRE-CONSTRUCTION SERVICES, WITH A MUTUALLY AGREED UPON GUARANTEED MAXIMUM PRICE (“GMP”) TO BE PROVIDED ONCE THE DESIGN REACHES NINETY PERCENT (90%) COMPLETE AND ESTABLISHING THE PROCESS FOR CONSTRUCTION SERVICES ONCE GMP IS APPROVED; AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

5. RESOLUTION NO. 2022-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AMENDMENT OF WATER RATES PURSUANT TO SECTION 27-5 OF CHAPTER 27 OF THE CODE OF ORDINANCES ENTITLED “COMMENCEMENT OF CHARGES” TO UPDATE THE COMMERCIAL / SPRINKLERS / LAUNDROMATS COMPONENT OF THE RATE STRUCTURE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2022-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE

FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

7. ORDINANCE NO. 2022-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES RELATING TO THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM; AMENDING CHAPTER 18, ENTITLED “PENSION AND RETIREMENT”, AT ARTICLE IV, ENTITLED “POLICE AND FIREMEN”, AT SECTION 18-42, ENTITLED “BENEFIT AMOUNTS AND ELIGIBILITY”, TO PROVIDE FOR AN ADDITIONAL POLICE AND FIREFIGHTERS RETIREMENT BENEFIT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Finance)*

8. ORDINANCE NO. 2022-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION,” TO AMEND SECTION 2-10, ENTITLED “MONETARY THRESHOLDS FOR CERTAIN PURCHASES AND PAYMENT DISBURSEMENT AUTHORIZATIONS” TO INCREASE THE MONETARY THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00); ALSO, AMENDING SECTION 2-17, ENTITLED “ADVANCE CITY COMMISSION APPROVAL OF CAPITAL PROJECTS AND PURCHASES INVOLVING BIDDING”, TO INCREASE THE CAPITAL PROJECTS APPROVAL THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00) AND THE PROCESS FOR PROCURING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Finance)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2022-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SMITH ENGINEERING CONSULTANTS, INC., THE SECOND-RANKED ENGINEERING DESIGN FIRM FOR THE BACKUP POWER TO THE POLICE SUBSTATION IN THE AMOUNT OF TWENTY-EIGHT

THOUSAND DOLLARS (\$28,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2022-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-024 “ACCELATOR CLEANING AND UPGRADES (RE-BID)” TO BOROMEI CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIVE THOUSAND DOLLARS (\$405,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2022-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED “STREETS AND SIDEWALKS”, AT SECTION 22-5, ENTITLED “PAVEMENT, IMPROVEMENT AND USE OF SWALE AREAS”; AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT ARTICLE 415 ENTITLED “SIDEWALKS AND SWALES” TO UPDATE ALLOWABLE SWALE TREATMENTS; AND AMENDING ARTICLE 725, ENTITLED “DEFINITIONS”, AT SECTION 725-30 ENTITLED “TERMS DEFINED” TO INCLUDE FLORIDA FRIENDLY LANDSCAPING AND XERISCAPE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

2. RESOLUTION NO. 2022-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “JURADO PLAT” (PL-054-22), SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC., ON BEHALF OF HYDRASOURCE CORP, FOR THE PROPERTY LOCATED AT 3581 SW 26TH TERRACE WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. RESOLUTION NO. 2022-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22)

SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Continued from August 23, 2022) (Community Development)

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
Hollywood annexation report
3. City Clerk - Reminders

Tuesday, September 27, 2022 - 7:00 p.m.
Tuesday, October 11, 2022 - 5:30 p.m.
Tuesday, October 11, 2022 - 7:00 p.m.
Tuesday, October 25, 2022 - 7:00 p.m.

City Commission Meeting
CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH CITY COMMISSION MEETING
SEPTEMBER 14, 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
September 14, 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.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION 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 APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2022- Proposed Millage Rate

RESOLUTION NO. 2022-138

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 APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Dania Beach, Florida, requires 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 may be heard and questions concerning the objections will 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 parties may obtain copies upon request; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting such estimates, affording the City Commission a comprehensive understanding of the City Government for the ensuing period identified above, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year; and

WHEREAS, the City Commission has met and carefully considered the annual report and estimate and 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 such amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues; and

WHEREAS, pursuant to the referendum approved by the voters of the City in the March 2005 Election, the issuance of General Obligation Bonds in an amount not to exceed \$10,300,000.00 was authorized and the City has issued a General Obligation Bond in the amount of \$10,300,000.00 and the City will be levying a debt millage equal to 0.1330 mills toward the payment of principal and interest on the Bond; and

WHEREAS, the City Commission has determined that in order to produce a sufficient sum to fund the tentative proposed budget, it is necessary that an operating millage of 5.9998 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 and the proposed millage reflects a 10.53% increase over the rolled-back rate.

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

Section 1. That the proposed 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 over the rolled back rate of 5.4281 mills 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 in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 4. That the City’s aggregate millage rate is 6.1328 mills (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 100 West Dania Beach Boulevard at 7:00 p.m. for the purpose of adopting the above stated millage rate and answering questions concerning it. The City Manager shall specify the purposes for which ad valorem tax revenues are being increased, if any, over the “rolled

back rate”. A notice of this public hearing shall be published in compliance with the provisions of Section 200.065(2) (d) and Section 200.065(3), Florida Statutes.

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 September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; CONFIRMING, SUPPLEMENTING, AND AMENDING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

R-2022- Final Fire Assessment Fees, City of Dania Beach 2023 Fire Assessment Methodology Report

RESOLUTION NO. 2022-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; CONFIRMING, SUPPLEMENTING, AND AMENDING THE PRELIMINARY RATE RESOLUTION; REIMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, (City) enacted Ordinance No. 10-96 (Ordinance) which authorizes the imposition of Fire Rescue Assessments for fire protection services, facilities, and programs against Assessed Property located within the City; and

WHEREAS, the reimposition of a Fire Rescue Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Assessed Cost among parcels of Assessed Property; and

WHEREAS, the City desires to reimpose a Fire Rescue Assessment within the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2022; and

WHEREAS, the City Commission, on July 12, 2022, adopted Resolution No. 2022-109 (2022 Preliminary Rate Resolution) as confirmed, supplemented, and amended herein, containing and referencing a brief and general description of the fire protection facilities, services and programs to be provided to Assessed Property, describing the method of apportioning the Fire Assessed Cost to compute the Fire Rescue Assessment for fire protection services, facilities, and programs against Assessed Property, updating and estimating a rate of assessment, and directing the updating and preparation of the Assessment Roll, and provision of published notice and mailed notice required by the Ordinance; and

WHEREAS, in order to reimpose Fire Rescue Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Commission during its budget adoption process for each Fiscal Year to adopt an Annual Rate Resolution which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such

amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance and Florida Statutes; and

WHEREAS, a public hearing was held on September 14, 2022, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance; 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 to adopt this Annual Resolution.

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

Section 1. **Authority.** This Resolution is adopted pursuant to the provisions of Ordinance No. 10-96 (Ordinance) (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, including Resolution No. 2022-109; and Florida Statutes Chapter 170 and Sections 166.021 and 166.041, and other applicable provisions of law.

Section 2. **Definitions and Interpretation.** This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance and may be referred to as the 2022 Annual Resolution or Annual Resolution. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, subsequent Preliminary and Annual Resolutions, as amended, and the 2022 Preliminary Rate Resolution (Resolution No. 2022-109), as may be amended by this 2022 Annual Resolution.

Section 3. **Reimposition of Fire Rescue Assessments.**

(a) The parcels of Assessed Property described in the Assessment Roll, as updated, which is hereby amended as needed and approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Preliminary Rate Resolution, in the amount of the Fire Rescue Assessment set forth in the updated

Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the 2022 Preliminary Rate Resolution and the 2022 Report. Adoption of this 2022 Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner 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 the subsequent Preliminary and Annual Rate Resolutions, as amended and supplemented by the 2021 Preliminary Resolution and this 2022 Annual Resolution, from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(b) The method for computing Fire Rescue Assessments and the Parcel Apportionment methodology referenced in the 2022 Report, approved and incorporated into the 2022 Preliminary Rate Resolution adopted by the City Commission, is hereby approved and reaffirmed. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Assessed Cost for the Fiscal Year commencing October 1, 2022, are hereby established as follows:

FY2022-23 Fire Rescue Assessment Rates

PROPERTY USE CATEGORIES	RATE BASIS	RATE
Residential	Per Dwelling Unit	\$250.81
Vacant/Acreage	Per Acre	\$ 95.21
Commercial	Per Square Foot	\$0.4735
Industrial/Warehouse	Per Square Foot	\$0.0294

(c) The above rates of assessment are hereby finally approved. Fire Rescue Assessments for fire protection services, facilities, and programs in the amounts set forth in the updated

Assessment Roll, as herein amended and approved, are hereby levied and reimposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2022.

(d) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property or upon Buildings the use of which is wholly exempt from ad valorem taxation under Florida law. Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments.

(e) As authorized in Sec. 23-107, City of Dania Beach Code of Ordinances, Interim Fire Rescue Assessments are also levied and imposed against all property for which a certificate of occupancy is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(f) Fire Rescue Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid.

(g) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

Section 4. Amendment and Confirmation of Preliminary Rate Resolution and Methodology Report. The 2022 Preliminary Rate Resolution, as may have been modified, supplemented, and amended herein, is hereby confirmed.

Section 5. Effect of Adoption of Resolution. That the adoption of this 2022 Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, the sufficiency of notice, and the levy and lien of the Fire Rescue Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of this 2022 Annual Rate Resolution.

Section 6. Conflict. That all resolutions or part of resolutions in conflict with this Resolution are superseded and supplanted to the extent of such conflict, provided however, that

nothing in this Resolution amends or affects the validity of any Fire Protection Assessments adopted and imposed by any previously adopted resolutions.

Section 7. **Severability.** That if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 8. **Effective Date.** That this Annual Rate Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 14, 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
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: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2022- Final Stormwater Assessment Fee

RESOLUTION NO. 2022-140

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida, enacted Ordinance No. 13-96, as amended (the "Stormwater Utility Ordinance"), which authorizes the imposition of Stormwater Assessments for Stormwater Management, capital and administrative services against property located within the City; and

WHEREAS, the imposition and re-imposition of a Stormwater Assessment for Stormwater Management Services each fiscal year is an equitable and efficient method of allocating and apportioning Stormwater Service Costs among parcels of property; and

WHEREAS, the City Commission desires to impose and re-impose a stormwater assessment program within the City using the tax bill collection method for the Fiscal Year beginning on October 1, 2022; and

WHEREAS, the City Commission, on July 12, 2022, adopted a preliminary rate of \$60.00 per ERU ("Equivalent Residential Unit"), containing and referencing a brief and general description of the Stormwater management, capital and administrative services to be provided to property, describing the method of apportioning the Stormwater Service Cost for Stormwater management, capital and administrative services against property, estimating a rate of assessment and directing the updating and preparation of the Stormwater Assessment Roll for the upcoming Fiscal Year and provision of published notice required by the Stormwater Utility Ordinance and mailed notice only in the event circumstances described in section 197.3632(4)(a), Florida Statutes, so require; and

WHEREAS, in order to re-impose Stormwater Assessments for the Fiscal Year beginning October 1, 2022, the Stormwater Utility Ordinance requires the City Commission to adopt an Annual Stormwater Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Stormwater Assessment

Roll for the upcoming Fiscal Year with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Stormwater Assessment Roll has previously been made available for inspection by the public, as required by the Stormwater Utility Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Stormwater Utility Ordinance, which provides notice to all interested parties of an opportunity to be heard; and

WHEREAS, a public hearing was held on September 14, 2022, and comments and objections of all interested parties have been heard and considered as required by the terms of the Stormwater Utility Ordinance;

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

Section 1. **Authority.** This Resolution is adopted pursuant to the Stormwater Utility Ordinance, the Preliminary Rate Resolution, Article VIII, Section 2 of the Florida Constitution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. **Definitions and Interpretation.** This Resolution constitutes the Annual Stormwater Assessment Resolution as defined in the Stormwater Utility Ordinance. All capitalized terms in this Resolution shall have the meanings defined in such Stormwater Utility Ordinance, the Initial Stormwater Assessment Resolution (Resolution No. 73-96), the Final Stormwater Assessment Resolution (Resolution No. 86-96, as amended and supplemented by Resolution No. 103-96 and Resolution No. 116-96) and an action which approved the Preliminary Rate on July 12, 2022, taken by the City Commission.

Section 3. **Imposition and Re-imposition of Stormwater Assessments.**

(A) The tax parcels of property described in the Stormwater Assessment Roll, as updated, which are approved, are found to be specially benefited by the provision of the Stormwater management, capital and administrative services described or referenced in the Preliminary Rate Resolution in the amount of the Stormwater Assessment set forth in the updated Stormwater Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and it is incorporated by this reference. It is ascertained, determined, and declared that the estimated gross revenue to be derived from the imposition of Stormwater Assessments at the rate of \$60.00 per ERU is \$3,112,358. Adoption of this Annual

Stormwater Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Stormwater Utility Ordinance, the Initial Stormwater Assessment Resolution, the Final Stormwater Assessment Resolution, as amended, and the Preliminary Rate Resolution from the Stormwater management, capital and administrative services to be provided and a legislative determination that the Stormwater Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Stormwater Assessments described or referenced in the Preliminary Rate Resolution, inclusive of the Mitigation Credit Policy adopted in the amended Stormwater Utility Ordinance, is approved.

(C) Based upon the rates of assessment approved, an interim Stormwater Assessment shall be imposed against all property for which a Certificate of Occupancy is issued or change in land use occurs after adoption of the Annual Stormwater Assessment Resolution. The amount of the interim Stormwater Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Stormwater Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued or change in land use occurs. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Stormwater Assessment shall also include an estimate of the subsequent Fiscal Year's Stormwater Assessment. No Certificate of Occupancy shall be issued until full payment of the interim Stormwater Assessment is received by the City. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Stormwater Assessment, shall not relieve the owner of such property of the obligation of full payment. For the purpose of this provision, such interim Stormwater Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Such lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

(D) Stormwater Assessments shall constitute a lien upon the property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other Non-Ad Valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

Section 4. That the Preliminary Rate Resolution is confirmed.

Section 5. That the adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the property, the method of apportionment and assessment, the rate of assessment, the Stormwater Assessment Roll and the levy and lien of the Stormwater Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of adoption of this Annual Stormwater Assessment Resolution.

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 Annual Stormwater Assessment Resolution shall take effect October 1, 2022.

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2022- Final Solid Waste Assessment Fee

RESOLUTION NO. 2022-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida, enacted Ordinance No. 09-96 (the "Ordinance"), which authorizes the imposition of Solid Waste Service Assessments for Solid Waste Collection and Disposal Services, facilities or programs against assessed property located within the City; and

WHEREAS, Solid Waste Service Assessments are not being imposed upon all improved properties within the City, as certain improved properties are subject to direct billing arrangements with an authorized commercial collection service provider for collection and disposal of Solid Waste; and

WHEREAS, the re-imposition of a Solid Waste Service Assessment for Solid Waste Collection and Disposal Services, facilities or programs less than City-wide is an equitable and efficient method of allocating and apportioning the Solid Waste cost 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, the re-imposition of a Solid Waste Service Assessment for Solid Waste Collection and Disposal Services, facilities, or programs each fiscal year is an equitable and efficient method of allocating and apportioning the Solid Waste cost among parcels of assessed property; and

WHEREAS, the City Commission on July 12, 2022, adopted Resolution No. 2022-110 (the "Preliminary Rate Resolution"), containing and referencing a brief and general description of the Solid Waste Collection and Disposal Services, facilities or programs to be provided to assessed property, describing the method of apportioning the Solid Waste cost for Solid Waste Collection and Disposal Services, facilities or programs against assessed property, estimating a

rate of assessment and directing the updating and preparation of the Assessment Roll for the upcoming Fiscal Year beginning October 1, 2022 and the provision of published notice required by the Ordinance and mailed notice, if circumstances described in Section 2.08(F) of the Ordinance so require; and

WHEREAS, in order to re-impose Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Commission to adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the updated Assessment Roll has previously been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested parties of an opportunity to be heard; and

WHEREAS, a public hearing was held on September 14, 2022, during which comments and objections of all interested parties were heard and considered, as required by the terms of the Ordinance;

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

Section 1. That this Resolution is adopted pursuant to the Ordinance, the Preliminary Rate Resolution, Article VIII, Section 2 of the Florida Constitution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. That this Resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in such Ordinance, the Initial Assessment Resolution (Resolution No. 64-96), the Final Assessment Resolution (Resolution No. 71-96), and the Preliminary Rate Resolution.

Section 3.

(A) The parcels of assessed property described in the Assessment Roll, which Roll is approved, are found to be specially benefitted by the provision of the Solid Waste Collection and Disposal Services, facilities or programs described or referenced in the Preliminary Rate

Resolution in the amount of the Solid Waste Service Assessment set forth in the updated Assessment Roll, a copy of which was present and available for inspection at the above-referenced public hearing and is incorporated into and made a part of this Resolution by this reference. It is ascertained, determined, and declared that each parcel of assessed property within the City will be specially benefitted by the City's provision of Solid Waste Collection and Disposal Services, facilities, or programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution and the Preliminary Rate Resolution from the Solid Waste Collection and Disposal Services, facilities or programs to be provided, and a legislative determination that the Solid Waste Service Assessments are fair and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Solid Waste Service Assessments described or referenced in the Preliminary Rate Resolution is approved.

(C) For the Fiscal Year beginning October 1, 2022, the estimated Solid Waste cost shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. An annual rate of assessment equal to \$396.00 for each Dwelling Unit is approved. Solid Waste Service Assessments for Solid Waste Collection and Disposal Services, facilities or programs in the amounts set forth in the Assessment Roll, as approved, are levied and re-imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) As authorized in Section 2.13 of the Ordinance, interim Solid Waste Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Resolution based upon the rates of assessment approved in this Resolution.

(E) Solid Waste Service Assessments shall constitute a lien upon the assessed property so assessed equal in rank and dignity with the liens of all state, county, district or

municipal taxes and other Non-Ad Valorem assessments, except as otherwise provided by law, and such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

(F) The Assessment Roll, as approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

Section 4. That the Preliminary Rate Resolution is confirmed.

Section 5. That the adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments, unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of adoption of this Solid Waste Service Assessment Resolution.

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 Annual Rate Resolution shall take effect on October 1, 2022.

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING A TENTATIVE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

R-2022- Tentative Annual Budget

RESOLUTION NO. 2022-142

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 A TENTATIVE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter of the City of Dania Beach, Florida, requires 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 to it 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 a copy of the report and estimate being on file in the office of the City Clerk so that any interested parties may view such copy upon request; and

WHEREAS, the City Manager has presented to the City Commission detailed information supporting such estimate, affording the City Commission a comprehensive understanding of the City Government for the ensuing period, including expenditures for corresponding items during the last two fiscal years and increased and decreased demands for the ensuing year as compared with corresponding appropriations for the last fiscal year; and

WHEREAS, the City Commission has met and carefully considered such annual report and estimate 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 amounts to the various departments of the City considering the applicable funds on hand and the estimated departmental revenues.

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

Section 1. That a tentative budget for the City of Dania Beach, Florida, for the fiscal year beginning October 1, 2022, and ending September 30, 2023, is adopted (subject to the

public hearing for which provision is subsequently made below). A copy of the tentative budget summary is attached to this Resolution and made a part of it as “Exhibit A”, and the appropriations set out in it are made for the maintenance and carrying on of the government of the City of Dania Beach, Florida, and for the purpose of paying debt service requirements, if any, of the City for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

Section 2. That all delinquent taxes, collected as proceeds from levies of operating millages for former years are specifically appropriated for the use and benefit of the “General Fund”.

Section 3. Automatic Amendment: The Fiscal Year 2022-2023 budget is automatically amended to reappropriate open P.O. encumbrances that have not been closed by the Finance Department as a normal function of the City’s fiscal year-end review, fund outstanding contracts, fund required payments on approved City debt, and fund capital projects reserved or unexpended from prior years including Fiscal Year 2022-2023 such appropriations having been previously approved by the City Commission.

Section 4. Contingency Funds: That department heads or their designee shall only be allowed to transfer funds from their designated contingency accounts below an aggregate amount of Fifty Thousand Dollars (\$50,000.00) per fund with City Manager approval. Aggregate amounts above the Fifty Thousand Dollars (\$50,000.00) threshold per fund that are requested to be transferred from Contingency must be approved by the City Commission.

Section 5. Reserve Funds: That individual disbursements of fund balance reserves below Twenty-Five Thousand Dollars (\$25,000.00) may be authorized by the City Manager from time to time for a single purpose/initiative, until the aggregate total of all such disbursements has exceeded One Hundred Thousand Dollars (\$100,000.00) within a single fiscal year, upon which all disbursements, regardless of amount, shall be authorized by a resolution of the City Commission.

Section 6. That the City Commission of the City of Dania Beach will meet at 100 West Dania Beach Boulevard on September 27, 2022, at 7:00 p.m. for the purpose of finalizing the budget and answering questions concerning it. The City Manager shall specify the purposes for which ad valorem tax revenues are being increased or decreased, if any, over the “rolled back rate”. A notice of this public hearing shall be published in strict compliance with the provisions of Section 200.065(2) (d) and Section 200.065(3), Florida Statutes.

Section 7. That City staffing positions and capital expenditures reflected and approved in the annual budget establish Commission consent over these areas and that all additions to these items shall be approved through Commission approval of an amendment to the approved budget.

Section 8. That the City shall maintain a General Fund Unassigned Fund Balance of at least Twenty-Five Percent (25%) of the total dollar amount of budgeted annual operating expenditures in the approved General Fund budget and a Disaster Emergency Fund Balance to be utilized for unforeseen disasters or other emergencies as deemed by the City Commission at a minimum of Twenty Percent (20%) of the total dollar amount of the General Fund reserve balance, across all fund balance designations.

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 take effect and be in force immediately upon its passage and adoption.

PASSED AND ADOPTED on September 14, 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 PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: Special Events Application Request for Tour de Trash Underwater Pier and Beach Clean-Up scheduled for Thursday, September 15, 2022

REQUEST

A Special Event is requested by Katie O'Hara on behalf of Loggerhead Marinelife Center ("LMC") for an Underwater Pier & Beach Clean-Up on Thursday, September 15, 2022. The requested event will be held at Dania Beach located at 300 North Beach Road, Dania Beach, FL 33004 from 10:00 a.m. to 7:45 p.m. Set-up will be from 10:00 a.m. to 10:30 a.m. The private underwater pier clean-up will go from 12:00 p.m. to 2:00 p.m. followed by a public beach clean-up that will go from 5:00 p.m. to 7:00 p.m. Breakdown of the event will be from 7:00 p.m. to 7:45 p.m.

BACKGROUND

Loggerhead Marinelife Center was founded in 1983. LMC is a non-profit organization that focuses on ocean and sea turtle conservation.

On Thursday, September 15, 2022, LMC in collaboration with the City of Dania Beach will host a private underwater clean-up of the Dania Beach Pier and a public beach clean-up to celebrate LMC second annual Tour de Trash marine debris removal road trip and the International Coastal Clean-up. The LMC Mobile Marine Debris Sorting Station Trailer will travel to Dania Beach Pier to host a public beach clean-up and a private underwater clean-up to remove harmful human-made debris from the marine environment while raising awareness for sensitive sea turtle nesting habitat and the harmful effects of plastic pollution. Free t-shirts will be available for the first fifty (50) participants.

LMC will bring all supplies to conduct both clean-ups and a team of trained divers to complete the scheduled underwater clean-up. All debris removed will be sorted, analyzed, and submitted to the Ocean Conservancy's global marine debris database to inform pollution prevention efforts worldwide.

BUDGETARY IMPACT

The special events application fee for this event is \$150.00. The applicant is requesting that all fees are waived in association with the special events request as well as a waiver of parking fees for the duration of the event.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. - Fire Prevention Officer Zipoli	No concerns raised.	
BSO Police Dept. - Lt. Tarala	No concerns raised.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	Building Permits are not required. No concerns raised.	
Community Dev. - Richard Lorber	No concerns raised.	
City Attorney - Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. - Linda Gonzalez	COI approved by review team. No further concerns raised.	
Parks & Recreation - Eric Brown	No concerns raised.	
Public Services - Fernando J. Rodriguez	No concerns raised.	



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: Tour de Trash Dania Beach

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

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

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

Location: Dania Beach & Dania Beach Pier

Expected maximum attendance 150 + Expected sustained attendance 100
Has this event been held in the past? ☒ Yes ☐ No
If yes, please list the past dates, locations and attendance _____

09/05/2021, Dania Beach & Dania Beach Pier, 50 participants

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

For the upcoming International Coastal Cleanup in September, utilizing our Mobile Marine

For this event in Dania Beach, a public beach cleanup will be conducted for the Internati

Regular underwater cleanups reduce entanglement risks for marine life due to marine de

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>09/15/2022</u>	<u>Thursday</u>	<u>10:00</u> <u>AM/PM</u>	<u>10:30</u> <u>AM/PM</u>	<u>10</u>
EVENT DAY 1:	<u>09/15/2022</u>	<u>Thursday</u>	<u>12:00</u> <u>AM/PM</u>	<u>2:00</u> <u>AM/PM</u>	<u>10</u>
EVENT DAY 2:	<u>9/15/2022</u>	<u>Thursday</u>	<u>5:00</u> <u>AM/PM</u>	<u>7:00</u> <u>AM/PM</u>	<u>100+</u>
EVENT DAY 3:	<u>N/A</u>	<u>N/A</u>	<u>n/a</u> <u>AM/PM</u>	<u>n/a</u> <u>AM/PM</u>	<u>n/a</u>
BREAKDOWN:	<u>09/15/2022</u>	<u>Saturday</u>	<u>7:00</u> <u>AM/PM</u>	<u>7:45</u> <u>AM/PM</u>	<u>10</u>

PART II: APPLICANT

Organization Name Loggerhead Marinelife Center **Name of Authorized Signatory** [Signature]
For-Profit ☐ **Non-Profit** ☒ Private (as registered in Sunbiz)
Address: 14200 US Highway One **City, State, Zip:** Juno Beach, FL, 33408
Date of registration: 08/09/2022 **State registered in:** FL **Federal ID #** 59-2445926
Email Address: kohara@marinelife.org **Phone:** 561-627-8280 x107
Event Coordinator Name Katie O ' Hara **Phone:** 757-274-5104
Title: Conservation Manager **Phone:** 757-274-5104 **Cell:** 757-274-5104
Email address: kohara@marinelife.org **Fax:** n/a
Additional Contact Name Valerie Tovar **Will you be on site?** ☒ Yes ☐ No
Title: Conservation Coordin **Phone:** **Cell:** 407-373-9511
Email address: vtovar@marinelife.org **Fax:** n/a
Event Production Company (if other than applicant) N/A
Address: n/a **City, State, Zip:** n/a
Contact Name: n/a **Title:** n/a
Phone (day) n/a **(night)** n/a **Cell:** n/a
Email address: n/a **Fax:** n/a

PART III: EVENT INFORMATION

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

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

Admission/Registration ☐ Yes ☒ No **If yes, how much? \$** N/A
Alcohol for Sale ☐ Yes ☒ No **Alcohol for Fee** ☐ Yes ☒ No

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

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

Amusement Ride ☐ Yes ☒ No
If yes, name a contact of company: n/a

What type of rides are you planning? _____

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

Electricity ☐ Yes ☒ No **Generator** ☐ Yes ☒ No **Amount of Kilowatts** N/A

Events requiring electricity must be permitted.

Company: n/a License #: n/a

Name of Electrician: n/a Phone: n/a

Entertainment ☐ Yes ☒ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: n/a

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

Food Vendors ☐ Yes ☒ No **Food Trucks** ☐ Yes ☒ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) n/a

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

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

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ☐ Yes ☒ No

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

N/A

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

N/A

Stages ☐ Yes ☒ No Type (wood, metal, trailer stage, etc.) N/A

Stages may require permits.

Days and times music will be played: N/A

How close is the event to the nearest residence? N/A

It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ☐ Yes ☒ No If yes, lot location(s)? N/A

Date(s) of Closure N/A Time(s) of Closure N/A

All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ☐ Yes ☒ No If yes, define Closure(s) N/A

Date(s) of Closure n/a Time(s) of Closure N/A

Sanitation & Waste

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

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

Company Name n/a Contact n/a Phone n/a

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

Security/Police ☐ Yes ☒ No

Name n/a Phone n/a

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

Security Company n/a Contact n/a Phone n/a

Tents or Canopies ☐ Yes ☒ No

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

Quantity and size of each? n/a

Company Name n/a Contact n/a Phone n/a

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

Toilets ☐ Yes ☒ No

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

Transportation Plan ☐ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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



Event Coordinator Signature

08/09/2022

Date



Whiskey Creek

Paddle Board Park

Dania Beach

Whiskey Creek

Dania Beach Tour de Trash event Narrative:

On Thursday, September 15th, Loggerhead Marinelife Center with the City of Dania Beach will host a private underwater cleanup of the Dania Beach Pier and a public beach cleanup to celebrate Loggerhead Marinelife Center's second annual Tour de Trash marine debris removal road trip and the International Coastal Cleanup.

For this event, Loggerhead Marinelife Center's Mobile Marine Debris Sorting Station Trailer will travel to the Dania Beach Pier to host a public beach cleanup and private underwater cleanup to remove harmful human-made debris from the marine environment and raise awareness for sensitive sea turtle nesting habitat and the harmful effects of plastic pollution. Free t-shirts will be available for the first 50 participants.

On September 15th, Loggerhead Marinelife Center plans to host the following events:

- **12:00 – 2:00 pm**, an underwater cleanup at the Dania Beach Pier to remove accumulated fishing gear that poses an entanglement risk to sea turtles and other marine life.
- **4:30 pm – 7:00 pm**, a public beach cleanup to remove marine debris from important sea turtle nesting habitats

For these events, LMC will bring all supplies to conduct both cleanups and a team of trained divers to complete the scheduled cleanups and all debris will be sorted, analyzed, and submitted to the Ocean Conservancy's global marine debris database to inform pollution prevention efforts worldwide.

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, AUGUST 23, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:03 p.m.

Present:

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

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

3.1 Update on City's Investment Portfolio by Public Trust Advisors

Frank DiPaolo, Chief Financial Officer, gave a brief introduction and introduced John F. Grady, Managing Director, Public Trust Advisors.

Mr. Grady gave a PowerPoint presentation which is attached to and incorporated into these minutes.

3.2 Presentation by Alexis Guillen, Green Advisory Board member, on recycling contamination by vacation rental properties - requested by Mayor James

Mr. Guillen gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James felt with short-term rentals, we should take the recycling bin away and provide another garbage bin.

The Commission agreed the Green Advisory Board should meet with the City Manager and City Attorney to go through the recommendations and work on a solution to the problem.

3.3 Certificate of Commendation by Candido Sosa-Cruz, Deputy City Manager

City Manager Garcia presented a Certificate of Commendation to Beach Ranger Alexandra Anaya for service above and beyond the call of duty in response to an intoxicated driver at the beach.

4. Proclamations

4.1 Suicide Prevention Awareness Month - Mayor James

Mayor James read the Suicide Prevention Awareness Month proclamation and presented it to Julie Morrall, League of Women Voters of Broward County Gun Safety Committee member.

Ms. Morrall thanked the Commission for the proclamation.

5. Citizen Comments

David Kaplan, 111 SE 3rd #106, Dania Beach, FL 33004, spoke about recycling contamination and suggested stickers be used to distinguish between trash and recycling bins. He also spoke about traffic by the high-rise and along Stirling Road near Taco Bell.

Mayor James asked about the lane closure near Taco Bell that has no signage.

City Manager Garcia noted this is not a City project and she would consult with Public Services to determine why the lane has not been re-opened.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, spoke about the plan to add additional deputies to our district for the issues of homeless outreach, quality of life issues and a dedicated fraud detective for Dania Pointe. He spoke about the use of the LPR trailers and said they have LETF funds available that they plan to use to purchase 3-4 more LPR trailers.

He reviewed the recent recipients of Deputy of the Month.

He read the Florida Line of Duty Death in reference to Miami Dade Police Officer Cesar Echaverry and addressed the circumstances surrounding his death.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including call volumes and types in July, property inspections, and completion of CFAI

accreditation. He noted the City Beam Team and Human Resources asked for his assistance to commemorate September 11th and said the event may need to be scheduled for September 12th due to the scheduling of various participants.

After a brief discussion, Captain Pellecer noted he would see to it that the commemoration occurs on September 11th.

7. Consent Agenda

Items removed from Consent Agenda: #7.5, #7.6, #7.17

7.1 Minutes:

Approve Minutes of June 14, 2022 City Commission Hybrid Meeting

Approve Minutes of June 28, 2022 City Commission Hybrid Meeting

Approve Minutes of July 12, 2022 City Commission Hybrid Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2022-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PARKS AND RECREATION DEPARTMENT FOR SERVICES TO BE PURCHASED FROM SALTZ MICHELSON ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES IN THE AMOUNT OF FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$45,500.00) FOR THE IT PARKER IMPROVEMENT PROJECT WHICH EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

7.4 RESOLUTION #2022-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM KIMLEY HORN AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES IN THE AMOUNT NOT TO EXCEED NINETY-TWO THOUSAND TWO HUNDRED DOLLARS (\$92,200.00) FOR THE SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.7 RESOLUTION #2022-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF MIAMI GARDENS CONTRACT, UNDER THE TERMS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID ITB NO. 21-22-008, "SIDEWALK REPLACEMENT AND INSTALLATION ANNUAL CONTRACT", VALID APRIL 13, 2022 THROUGH APRIL 12, 2025, IN AN AMOUNT THAT WILL EXCEED

THE ANNUAL VENDOR THRESHOLD OF \$25,000.00 FOR EACH YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.8 RESOLUTION #2022-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE INCREASE OF THE CITY HALL SECOND FLOOR RENOVATION PROJECT CONTINGENCY AMOUNT BY AN ADDITIONAL SEVENTY-FOUR THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND SEVENTY CENTS (\$74,123.70), CHANGING THE CURRENT CONTRACT AMOUNT TO SEVEN HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND TWO CENTS (\$756,593.02); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.9 RESOLUTION #2022-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (ILA) WITH BROWARD COUNTY FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECTS, INCLUDING THE SOUTHWEST 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS, IN THE AMOUNT OF TWO MILLION SEVENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$2,076,875.50); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.10 RESOLUTION #2022-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (“AFSCME”) FLORIDA COUNCIL 79 FOR THE TERM BEGINNING OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

7.11 RESOLUTION #2022-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM DELL TECHNOLOGIES THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF \$25,000.00; AUTHORIZING THE PURCHASES FROM THE INFORMATION TECHNOLOGY FUND FISCAL YEAR 2022-23 APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.12 RESOLUTION #2022-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PURCHASES OF HARDWARE, SOFTWARE, AND PROFESSIONAL SERVICES FROM VC3, WHICH EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN FISCAL YEAR 2021-22; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.13 RESOLUTION #2022-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH U.S. WATER SERVICES CORPORATION FOR METER READING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.14 RESOLUTION #2022-125

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF AN AGREEMENT WITH ENCO UTILITY SERVICES FL LLC (“ENCO”) FOR UTILITY BILL PRINTING AND MAILING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7.15 RESOLUTION #2022-126

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO RETROACTIVELY AUTHORIZE APPROVAL OF AIR CONDITIONING REPAIR SERVICES TO BE PURCHASED FROM MASTER MECHANICAL SERVICES, INC. FOR FISCAL YEAR 2021-2022, IN AN AMOUNT THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.16 RESOLUTION #2022-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO WAIVE COMPETITIVE BIDDING AND TO AUTHORIZE THE CITY TO UTILIZE THE CITY OF FT. LAUDERDALE CONTRACT ITB NO. 12525-312 “SODIUM HYPOCHLORITE (CO-OP)”, A CHEMICAL USED FOR THE WATER TREATMENT PLANT FOR PRICING UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP FOR FISCAL YEAR 2021-2022, TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE IN AN AMOUNT THAT MAY EXCEED THE ANNUAL SINGLE VENDOR THRESHOLD TOTAL OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION’S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.18 RESOLUTION #2022-129

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF TAMARAC PROPOSAL DOCUMENT NO. 18-21R WITH ADVANCED DATA SOLUTIONS, INC. FOR SCANNING SERVICES FOR FISCAL YEAR 2022-2023, INCLUSIVE OF EXISTING PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Commissioner Lewellen motioned to adopt the Consent Agenda, with the exception of Item #7.5, #7.6 and #7.17; seconded by Commissioner Odman. The motion carried unanimously.

7.5 RESOLUTION #2022-116

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 UTILIZATION OF SERVICES FROM CHRISTMAS DESIGNERS, INC. UNDER THE CITY OF AVENTURA CONTRACT NO. 19-06-20-2, FOR FURNISHING AND INSTALLING HOLIDAY DECORATIONS, AT A COST NOT TO EXCEED ONE HUNDRED NINETY FOUR THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$194,333.00) AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-116.

Mayor James asked if this was an increase from last year.

Fernando Rodriguez, Director of Public Services, said yes, it is. We are going to almost double the number of lights wrapped around the poles and we are adding four medians with lit decorations. There will be six-foot high structures in the medians on Griffin Road.

Mayor James asked how far west this goes.

Public Services Director Rodriguez responded this will go to about 31st or 32nd Avenue.

Mayor James asked what the plan is to get us completely out west. She said she loves the idea of decorations in medians, but she does not want to concentrate on one area and not decorate out west.

Public Services Director Rodriguez explained we will have decorations in 14 locations across different medians in all the major thoroughfares. We are starting at Griffin only because of the Directional Boring Permit that we got through FDOT but there is really no preference, we are going to go all over the City and do 14 different medians.

Mayor James asked if we did not have decorations on Griffin Road at all last year.

Public Services Director Rodriguez said no medians had decorations, only the poles.

Mayor James asked if we are getting better decorations for the poles.

Public Services Director Rodriguez noted we will have much nicer LED lights like in Aventura; they will be very bright white lights.

Mayor James said she wanted to make sure we are including the entire City as we often hear the west side is forgotten about.

Vice-Mayor Salvino motioned to adopt Resolution #2022-116; seconded by Commissioner Odman. The motion carried unanimously.

7.6 RESOLUTION #2022-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF CONTINGENCY FUNDS IN AN AMOUNT NOT TO EXCEED \$88,941.54, PAYABLE TO KILOWATT ELECTRIC COMPANY, FOR THE REPAIR OF LIFT STATION NO. 11; IN AN AMOUNT THAT WILL EXCEED THE CITY'S ANNUAL SINGLE VENDOR PURCHASING THRESHOLD OF \$25,000.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-117.

Mayor James asked if this amount was coming out of Commission contingency.

City Manager Garcia responded it would be coming from the contingency fund for this project.

Commissioner Lewellen motioned to adopt Resolution #2022-117; seconded by Commissioner Odman. The motion carried unanimously.

7.17 RESOLUTION #2022-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A NEW NEIGHBORHOOD SIGN FOR THE CORNER OF GRIFFIN ROAD AND SOUTHWEST 24TH AVENUE, CONFORMING TO THE CITY'S ADOPTED DESIGN REQUIREMENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-128.

Mayor James noted she had received emails regarding this item and asked for an explanation so that the neighborhood would be informed.

Eleanor Norena, Director of Community Development, addressed the item.

Vice-Mayor Salvino motioned to adopt Resolution #2022-128; seconded by Commissioner Lewellen. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2022-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-019 ENTITLED, "FIRE RESCUE STATION #1 WINDOW REPLACEMENT" TO JULIANA ENTERPRISES, INC., IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND FOUR HUNDRED ELEVEN DOLLARS AND NINETY CENTS (\$66,411.90); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-130.

Vice-Mayor Salvino motioned to adopt Resolution #2022-130; seconded by Commissioner Lewellen. The motion carried unanimously.

8.2 RESOLUTION #2022-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF THE CONSULTANTS THAT RESPONDED TO THE CITY'S REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-023 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE STORMWATER MASTER PLAN" AND TO AUTHORIZE CONTRACT NEGOTIATIONS TO BEGIN WITH CHEN MOORE AND ASSOCIATES INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

City Attorney Boutsis read the title of Resolution #2022-131.

Vice-Mayor Salvino motioned to adopt Resolution #2022-131; seconded by Commissioner Lewellen. The motion carried unanimously.

8.3 RESOLUTION #2022-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-022 "SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENTS" TO KAILAS CORP. IN AN AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS AND TWENTY CENTS (\$2,297,467.20); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

City Attorney Boutsis read the title of Resolution #2022-132.

Vice-Mayor Salvino motioned to adopt Resolution #2022-132; seconded by Commissioner Lewellen. The motion carried unanimously.

8.4 RESOLUTION #2022-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM A POOL OF VENDORS IN ACCORDANCE WITH REQUEST FOR PROPOSALS ("RFP") NO. 22-021, WHICH MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING THAT ALL PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Human Resources*)

City Attorney Boutsis read the title of Resolution #2022-133.

Vice-Mayor Salvino motioned to adopt Resolution #2022-133; seconded by Commissioner Lewellen. The motion carried unanimously.

8.5 RESOLUTION #2022-134

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED INFORMATION TECHNOLOGY CONSULTING FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AVERO ADVISORS, LLC, FOR IT MASTER PLAN ASSESSMENT AND CONSULTING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of Resolution #2022-134.

Vice-Mayor Salvino motioned to adopt Resolution #2022-134; seconded by Commissioner Lewellen. The motion carried unanimously.

9. Public Hearings and Site Plans

9.1 ORDINANCE #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. **(SECOND READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-024 and Resolution #2022-135 as they relate to the same property. She advised the items were quasi-judicial hearings and swore-in those who would speak. She asked the Commission to disclose any communication they had on these matters.

Commissioner Davis noted she spoke with the developer, and she could remain impartial.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the rezoning and site plan requests for Seagis.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-024, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 RESOLUTION #2022-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN FOR AN INDUSTRIAL WAREHOUSE (SP-023-22), SUBMITTED BY TRACY LAUTENSCHLAGER, AGENT FOR THE PROPERTY OWNER, SPG PORT 95 2, LLC, FOR PROPERTY LOCATED AT 3410 SW 26 TERRACE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS;

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-135; seconded by Commissioner Lewellen. The motion carried unanimously.

9.3 ORDINANCE #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. **(SECOND READING)** (*Commissioner Lewellen/ Commissioner Odman*)

City Attorney Boutsis read the title of Ordinance #2022-025 and gave a brief overview of the update since first reading to the provision regarding an exemption for cigars.

Commissioner Odman asked about cigars.

City Attorney Boutsis said it must be an unfiltered cigar. If it has a filter, it is prohibited, and all vaping devices are prohibited.

Commissioner Davis asked for clarification of the 25-foot provision.

City Attorney Boutsis explained it is 25 feet away from the entrance or exit of a business establishment. At the park or beach, the only place you can smoke is in your parking space, in your car with the window down if you want.

Vice-Mayor Salvino said it would be a tough law to enforce and asked if there would be any designated smoking areas.

City Attorney Boutsis noted we have not proposed that. We would have to create it.

Vice-Mayor Salvino suggested staff come back to a future meeting about designated smoking areas.

City Manager Garcia asked if this suggestion is just for the beach.

Vice-Mayor Salvino said for Dania Pointe, as well.

City Manager Garcia noted she would like to discuss it with the team at Dania Pointe.

City Attorney Boutsis commented to be clear, that is the state law. She could not make it 10 feet as she is not allowed to.

Commissioner Davis said the law is the law and we must do what it says.

Mayor James noted she does not want to get our beach rangers, code enforcement officers and law enforcement into a confrontation; perhaps we could investigate whether designated smoking areas are feasible and if not, we need to follow the law. We must work on discretion, sensitivity training, and training for our code enforcement officers to know how to deal with certain situations and let law enforcement handle it when necessary.

City Manager Garcia said we will look at designated areas particularly at the beach, but she thinks at Dania Pointe and in private places, we leave that to the private places. She wants to focus on public places that are the responsibility of the City.

Commissioner Lewellen commented as a business owner, she enforces it now because it is uncomfortable for other customers.

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

Commissioner Lewellen motioned to adopt Ordinance #2022-025, on second reading; seconded by Commissioner Davis. The motion carried unanimously.

9.4 ORDINANCE #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. **(SECOND READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-026.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-026, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.5 RESOLUTION #2022-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-14-21), VARIANCES (VA-15-21, VA-35-21, & VA-37-21), AND DESIGN EXCEPTION (OT-36-21) SUBMITTED BY BAHIA DEVELOPMENT LLC, FOR PROPERTY LOCATED AT 2401 SW 31ST STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-136 and advised the item was a quasi-judicial hearing and swore-in those who would speak. She asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the site plan, variances, and design exception requests for the proposed cold storage building.

Commissioner Davis noted she had contact with the developer, and she could remain impartial.

City Attorney Boutsis said she believed Vice-Mayor Salvino had contact with the developer as well and asked if he could remain impartial.

Vice-Mayor Salvino answered yes.

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

Vice-Mayor Salvino motioned to adopt Resolution #2022-136; seconded by Commissioner Lewellen. The motion carried unanimously.

9.6 RESOLUTION #2022-137

Continued

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2022-137 and noted staff is requesting this item be continued until September 14th.

Mayor James asked why this is being continued and pushing the project back further.

Corinne Lajoie, Assistant Director of Community Development, noted there are exhibits to the resolution that we are pending receipt of and explained staff is still moving forward. This item was only before the Commission to request to waive the re-platting requirement. We are proceeding to the Planning and Zoning Board with the vacation request; it will follow to the City Commission. Staff will get the waiver request to the Commission as soon as possible. She added she is waiting for the site plan to come through, then we will get moving.

Mayor James asked why this was not done initially when C.W. Thomas was built the first time.

Community Development Assistant Director Lajoie explained she knows when they were making improvements prior, the right of way was there but it was never an issue. The reason we are vacating it now is there will be a building placed in that area.

Commissioner Lewellen motioned to continue Resolution #2022-137 until the September 14, 2022, City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Salvino. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Set date for SE 5th Avenue decorative crosswalk ribbon cutting - Mayor James

Mayor James asked the Commission to set a date.

The Commission agreed to hold the ribbon cutting on September 13, 2022, at 6:00 p.m. followed by the groundbreaking event at the Dania Beach Grill property at 6:30 p.m.

10.2 Broward County Pioneer Day 2022 Nomination - City Manager Garcia

City Manager Garcia noted the Broward Historic Preservation Board is seeking nominations for one City pioneer to be honored and this year, the Board requests nominations for four awards.

Maxine Singh, Chief of Staff to the Mayor and City Commission, referenced the nominations made by the Dania Beach Historical Society, which were included in the agenda packet. She added the Commission could move forward with those or choose their own.

The Commission agreed to move forward with the nominations made by the Dania Beach Historical Society, as follows:

2022 Pioneer Nomination: Terrell McCoombs
Judge Clayton Nance Memorial Award – Linda Wilson
Dr. Cooper C. Kirk Award – Emmanuel George
Historic Preservation Board Special Award – Emmanuel George
Stuart P. McIver Historian's Award – no nominee

Joanna Granett, 450 SE 7 Street #251, Historical Society Board, extended her thanks for the Historical Society and said they welcome the opportunity to work with the City. She noted the nominations for the Pioneers were unanimous.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke about attending the National League of Cities Conference in Nashville.

Commissioner Davis gave a special thank you for the Lion's Club of Dania Beach for their assistance with her Back-to-School Event to pack up 300 backpacks. We had a wonderful

community time. She thanked the entire Dania Beach team for coming out and thanked the Loggerhead Marinelife Center for a wonderful underwater beach cleanup.

Commissioner Davis said she attended the Florida League of Cities Conference; she is proud of Dania Beach, and proud of our City Manager and Mayor for doing an exceptional job as panelists. We are an example for other cities in the fact that we are able to come together, understand our different roles, and still be able to move our City forward.

Commissioner Davis noted she celebrated the 100th Anniversary of the Florida League of Cities. She is excited that we have the first Cuban American president of the Florida League of Cities in its 100-year history.

11.2 Commissioner Lewellen

Commissioner Lewellen complimented the City Manager and Mayor for the panel discussion at the Florida League of Cities Conference.

Commissioner Lewellen noted there was a memorial tree planting for her mother at Dania Cove Park and thanked Public Services and Parks. She reminded everyone that we have a memorial tree program, and our team makes it very special.

Commissioner Lewellen said she receives emails from residents and businesses about issues that are coming up, and she knows she is annoying staff; she thanks the whole team who helps quickly and mostly to the satisfaction of the people making the requests.

11.3 Commissioner Odman

Commissioner Odman had no comments.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino spoke of going to St. Thomas Virgin Islands. He attended the Florida League of Cities Conference where he took ethics training. The highlight was the Mayor and City Manager on the panel; it was like a game show, they blew out the pack. He was very proud of them.

11.5 Mayor James

Mayor James asked Joanna Granett to introduce the Pioneer nominee and award nominees. Ms. Granett introduced the nominees and the Dania Beach Historical Society Board members.

Mayor James noted she had fun on the panel at the Florida League of Cities Conference. She thanked her colleagues for attending and said it really showed the strength in what we have.

Mayor James congratulated all the candidates who won in today's primary election.

12. Appointments

12.1 Education Advisory Board

Vice-Mayor Salvino appointed: Anne Marie Williams Hornstein

Commissioner Lewellen motioned to approve the appointments; seconded by Commissioner Odman. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

City Manager Garcia noted the Commission will be provided a monthly report of pending cases in Code and what is coming forward in the Special Magistrate hearings.

The Community Development Block Grant was approved for solar lighting, and we are moving forward with this project. It is aligned with our city-wide lighting master plan that was adopted in 2020. It will be a brighter, more beautiful City.

The \$1 million investment of our pier is on schedule. By mid-September, all the southside railings will be completed. The southside that is currently closed for safety purposes will be re-opened. We are working with the contractor to mitigate the inconvenience to our pier visitors while ensuring the maximum safety.

The clearing of the former Dania Beach Grill has been completed and we have an official date of September 13, 2022, at 6:30 p.m. for the groundbreaking event at our beach campus.

The Budget Workshop is scheduled for August 30, 2022, at 4:00 p.m.

City Manager Garcia noted we are planning an historic groundbreaking at CW Thomas Park on October 12, 2022, and she asked the Commission to agree on a time.

The Commission agreed to hold the CW Thomas Park groundbreaking on Wednesday, October 12, 2022, at 5:30 p.m.

City Manager Garcia reported the Mayor's State of the City address is on October 13, 2022, beginning with a 5:00 p.m. reception followed by the 6:00 p.m. commencement of the program.

City Manager Garcia said she would like to hold the ribbon cutting ceremony for the West Wing on October 25, 2022.

The Commission agreed to Tuesday, October 25, 2022, at 5:30 p.m., for the West Wing ribbon cutting ceremony.

On Saturday, October 22, 2022, at noon, we will be hosting an employee appreciation picnic. We are working with our Vice Mayor and our picnic committee to ensure the success of this endeavor.

We are working with Commissioner Davis and another committee for a December hosting of another League of City's event.

Mayor James requested money from her contingency funds for \$790 for summer camp for kids that did not have funding, \$500 for an ad sponsorship for Hollywood Hills Class of 1972 50th Celebration, and for permission to give a Key to the City to Evelyn Williams who turned 107 on August 2nd.

The Commission had no issues with any of Mayor James' requests.

Vice-Mayor Salvino said we started talking about bringing in other deputies; we get called to the same place a lot and he asked about a nuisance abatement. If they cannot control their tenants, we need to have some sort of an ordinance to start giving them a bill.

City Manager Garcia noted we started to send the General Manager of Dania Pointe the calls for service log. She wants to work with City Attorney Boutsis to have them either sponsor police officers or work with the City to ensure that we are not taking boots off the ground in our City to go constantly to the same places. We recommend they do what BrandsMart does; several businesses contract with us or have their own security. She thinks it is the responsibility of those businesses to invest in the security of their property. She and City Attorney Boutsis will be discussing it with them personally.

Vice-Mayor Salvino asked if City Manager Garcia received the invitation to go to the AFL-CIO at the Diplomat for the Broward County Labor Ball and whether the City would like to pay for some of them to go to represent the City.

City Manager Garcia said the Commission, paying from their contingency, can go to any of these things they are invited to as part of their duties, as long as they all agree.

Vice-Mayor Salvino noted it is September 3rd and asked for permission that if anyone would like to go, he will get with them later, and asked about any City staff or City management that may want to go to represent the City as well.

City Manager Garcia said she could get with Chief Human Resources Officer Gonzalez, and she could send it to the President of the Union and see what we can do.

13.2 City Attorney

City Attorney Boutsis gave an update on the annexation at the beach. The hearing before the County is on August 25th and the hearing for Hollywood is on August 31st; she will attend the

Hollywood hearing. She noted we received the first check from 1,000 Mermaids for \$1,000 and we will be doing a payment plan for the remainder.

13.3 City Clerk - Reminders

Tuesday, August 30, 2022 - 4:00 p.m.	City Commission Budget Workshop
Tuesday, September 6, 2022 – 5:00 p.m.	CRA Board Budget Workshop
Wednesday, September 14, 2022 - 5:30 p.m.	CRA Board Meeting
Wednesday, September 14, 2022 - 7:00 p.m.	City Commission Meeting
Tuesday, September 27, 2022 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:01 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION
HYBRID BUDGET WORKSHOP
TUESDAY, AUGUST 30, 2022 – 4:00 PM

1. Call to Order/Roll Call

Vice-Mayor Salvino called the meeting to order at 4:01 p.m.

Present:

Mayor:	Tamara James – via virtual attendance/arrived at 4:13 p.m.
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen – arrived at 4:08 p.m.
	Lauren Odman – via virtual attendance
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Thomas Schneider

2. Budget Presentation

City Manager Garcia gave a brief preamble, noting what has led to the success of Dania Beach is the investment of time. She addressed the Strategic Planning sessions, and meetings and one-on-ones on the budget and master plans. Our budget tells a story of action based on the priorities of the Strategic Plan. We are not just spending money; we are investing money in our infrastructure, our parks, and our streets. We have 14 drainage projects for the City. She addressed the \$100 million in infrastructure in the City and added this is a City team and is about action and about getting things done.

Frank DiPaolo, Chief Financial Officer, thanked City Manager Garcia and spoke about the Budget in Brief booklet distributed to the Commission prior to the beginning of the meeting. He gave a PowerPoint (Budget in Brief) presentation which is attached to and incorporated into these minutes. He noted administration is requesting the Commission to allow recruitment to begin immediately for three new positions with a start date of October 1, 2022.

3. Budget Discussion

Mayor James asked about the Athletics Coordinator position; she assumed those duties were being performed by the superintendent. She asked what additional responsibilities the Athletics Coordinator position would have.

Eric Brown, Director of Parks & Recreation, said because of the growth that we have in the City in all our parks, the Athletic Coordinator will be responsible for all of athletics as well as a

25,000 square foot building to come online soon. The superintendent position is not just athletics; he is also responsible for other operations and field operations for the entire City and has no staff to assist him. The Athletic Coordinator is designed to fit a mold where we have multiple athletic programs, and this person would run those programs. The position would begin in February.

Mayor James noted she fully supports the addition of public safety officers, but she does want to see some type of deliverables tied to what we are doing. She needs to see a change where more high-profile cases are solved, and a more preventative approach is taken. The uptick in crime is discouraging. Our jobs as leaders are to hold everyone accountable. She wants to see the trends change.

Mayor James questioned maintenance of parks as we are expanding. She felt around January, February, or March, we need to look into also adding an additional person who would manage all the fields; they need a little more help in those areas. We should see if we can add a position to support that, as we get a new facility and start breaking ground so that we are training them, and it is a seamless transition.

Mayor James referred to the new Deputy Director for Human Resources position. We support these positions, and we need to be very intentional about who we are putting in some of the most important places of our City because it is a direct reflection on the rest of us.

Commissioner Davis said regarding the Beach Ranger position being added, she spoke to the City Manager and Deputy City Manager in depth because she wants to make sure we incorporate sensitivity training for these individuals. Our lifeguards have this training.

Mayor James asked if we could include the de-escalation training also.

Commissioner Davis agreed. She noted the lifeguards give weekly reports to the Director. She also wants to see the Beach Rangers doing so for accountability purposes. She does see the Beach Rangers on the beach; we talked about them having an ATV to go up and down the beach to make sure they are enforcing the ordinances and codes. We did pass the smoking ordinance and she wants to make sure we are enforcing it to keep our beach pristine.

Deputy City Manager Sosa-Cruz addressed the discussion about the Beach Rangers and what they are tasked with to keep the beach clean and safe. He noted the discussions about de-escalation and maintaining a professional appearance and demeanor. All that training is mandatory for every employee in the City. The recommendations the Commission made to staff are being implemented.

Linda Gonzalez, Chief Human Resources Officer, explained the advance customer service skills and de-escalation training is for all the employees. We have been doing multiple training classes and had our first one already; the rest are scheduled for the remainder of the year. All leaders know it is a mandatory training.

Commissioner Davis asked to be kept abreast of when those trainings come up.

Chief Human Resources Officer Gonzalez said we have a list of courses for the year which she would share with Chief of Staff Singh to share with the Commission.

City Manager Garcia noted not only training is required and she addressed the mandatory reading of books.

Chief Human Resources Officer Gonzalez added we have specific training for management and supervisors integrated into our program.

Commissioner Lewellen noted the importance of the training, but how the code officers and others who deal directly with the public approach the public and situations is also important.

Chief Human Resources Officer Gonzalez explained how the training applies to code officers to do their work professionally and calmly. They need to understand how to deal with difficult situations.

Commissioner Lewellen added they also need to know how not to create a situation that is not already there.

Chief Human Resources Officer Gonzalez said it takes some practice because it does not come naturally to everyone. Even though training on this is 3-hour course, that is not the end of the training; it will be ongoing.

City Manager Garcia addressed responding to irate residents; even these residents have seen the quick turnaround in how patient we are and give them the time and find solutions and we are able to turn challenging situations and taking things into a very positive direction.

Chief Human Resources Officer Gonzalez added we continue to try to make it easy for our residents to tell us what we need to do and how we can help them. We have the Ask Dania Beach app which has customer service tools where they can report an accident or any issue they are having, and we can answer quickly.

Mayor James referred to the list of American Rescue Plan projects and noted she had a conversation during her budget meeting about perhaps a community benefits program to help residents citywide with their roofs or windows or certain expenses and Chief Financial Officer DiPaolo said this was already planned. She asked which projects on the list on page 19 of the Budget in Brief the Commission needs to provide consensus on.

Chief Financial Officer DiPaolo addressed the top three on the list.

Mayor James asked if the consultant's fee included administering the Residential Home Hardening Program or if there would be an additional fee.

Chief Financial Officer DiPaolo responded his goal is that the \$500,000 listed would be money given to recipients and whatever we pay the consultant to administer the program would come out of the budget that we provided for them.

Mayor James said the Business Incentives and Matching Grants is vague. She felt we need some type of incentives to create that outdoor dining space so we can have a walkable type of downtown, but she wanted more information on the business assistance and environmental incentives. She does not want to cross those paths of what the CRA may be doing, but she is in favor of business assistance and environmental incentives.

City Manager Garcia noted it is open for discussion. We had discussed how limited we are regarding outdoor dining and the Commission has always talked about their environmental concerns that businesses can do to save electricity and mitigate the consumption of water. As the City continues to evolve, we also thought about the arts and entertainment district and how we could partner with the local businesses in the arts and entertainment corridor to bring more art. We are not fixated on this, but we can expand regarding what we can offer with a matching grant. We know how much the Commission cares about outdoor dining and the environmental component in mitigating savings that will in turn allow the businesses to employ more individuals and grow the business; anything having to do with art, landscaping and beautification that is also aligned with the Commission's priorities, as well as safety. We should have some key priorities in how we want to partner with businesses.

Chief Financial Officer DiPaolo emphasized that the top six projects on the list are all part of the core American Rescue Plan guidelines, so the Business Incentives and Matching Grants must be aligned with specific rules about how we can spend the money. It is a little more restrictive, but there are ways we can word things to make them fit into that category. This project needs to be workshopped more before we move it forward

Mayor James asked if the Commission had any questions about the American Rescue Plan list and there were no comments.

Mayor James questioned the Arts & Entertainment District and whether there would be a conflict with the CRA.

City Manager Garcia said she and Deputy City Manager Sosa-Cruz met with Director Chen seven or eight months ago regarding the arts and entertainment district. However the City can help, it is willing to do so, whether we have to be the pilot or the co-pilot.

Mayor James questioned if this is separate from the CRA project or if it is collective.

Deputy City Manager Sosa-Cruz explained it is different because right now, it is just a regular street so when we discussed it with the CRA, we talked about the unique lighting, widening the sidewalk, the street, and special landscaping. It is going to take a global look from the City and the CRA to reach its goal. This is not being duplicated; it is the first initiative to start targeting the actual district.

Discussion ensued regarding whether the CRA has allocated funding for an arts and entertainment district.

Mayor James commented she just wants to know who the champion is for the project, understanding we all need to work together on a lot of these projects. It is a little confusing when we have not had the budget discussion with the CRA yet; she is not married to who is doing it. She questioned if the City and CRA has met regarding these next steps.

City Manager Garcia said we met with the CRA and discussed the importance of this. We have not seen their budget; they can champion it, but we want to be involved because we are doing infrastructure, lighting, streets, and sidewalks everywhere in the City, so we have those resources and expertise. We will follow the Commission's lead, but we are more than happy to work with them as well.

Commissioner Odman said she had the same thoughts and was trying to figure out whose project it is. It is up to the CRA, because it will involve them having meetings to figure out who is doing what, so we are successful in doing this project. We will also have to continue this conversation at the CRA budget workshop.

Mayor James agreed and noted if we have the money in ARPA funds, we do not need to put monies into the CRA from our General Fund.

Chief Financial Officer DiPaolo said there is no specifically defined arts and entertainment investments other than the Commercial Façade Grant program and business attraction in the CRA budget.

Further discussion ensued regarding the arts and entertainment district.

Vice-Mayor Salvino noted we need to move forward with the arts and entertainment district because we have more ability with the City staff than we do the CRA. The idea here is to change that area; he favors giving the money as long as it is not doubled-up.

Mayor James asked if the Commission had any issues with the American Rescue Plan projects list.

Chief Financial Officer DiPaolo explained any project on the list would come back to the Commission for formal approval.

Discussion ensued regarding the Emergency Operations Center.

Mayor James said she wants to be sure we will have cell phone service inside of the facility; it is cost effective to incorporate it in the design rather than retrofit after it is built.

City Manager Garcia noted for the record she does not think the City and CRA will have any problems working together. At the end of the day, it is our responsibility to take action based on the Commission's priorities.

Commissioner Davis asked where we are in the process of the Olsen Middle School property.

City Manager Garcia said it has been non-stop with us and the ball is still in their court.

Parks & Recreation Director Brown explained we are in the process of getting a Facilities Lease Agreement and how the arrangement would work with the School Board. We are looking to put a facility there so we can accommodate that area of Dania Beach that has no parks. We are meeting with the County and as soon as we get an agreement, he will send it to Legal for review. We will move forward from there as to what we want to put there as far as a facility.

Mayor James continued reading the American Rescue Plan projects list, ending with City Hall Campus Improvements, and said we need a fountain now.

City Manager Garcia noted everyone agrees that the fountain must go. We are looking forward to doing a little bit of a master plan on that area to create more park land and more of an entertainment district.

Mayor James said the Commission has total consensus on the American Rescue Plan projects list.

Mayor James commented she wants to see a more comprehensive Ask Dania Beach app that encompasses the best places to eat, entertainment, hotels, and an alert through the app for safety reasons.

Commissioner Odman said perhaps three years ago she wanted this, but part of the pushback was that it could be a Chamber of Commerce thing. We priced it out and the numbers to do it were high, but she thought it was worth it. The other argument was whether we really needed a Dania Beach app, and she backed down. She noted everyone uses apps now instead of computers and certainly city specific apps are warranted. She would be very supportive of it and would like to see it come to fruition.

City Manager Garcia said we could have Chief of Staff Singh research this as we are open to it. There are so many apps like Yelp and Hotel.com to find restaurants and hotels, but if there is a city that is doing that and we can match that and bring it here, she would be for it.

Deputy City Manager Sosa-Cruz addressed the conversation three years ago. Fort Lauderdale said they rely on the Greater Fort Lauderdale Alliance and their Chambers to promote the businesses. An example they gave him was when visitors come to town, they already have their apps such as Yelp and Open Table on their phones; the last thing they want to do is download a new app for every city they go to.

Commissioner Odman disagreed; when she goes to Texas and New Mexico, she downloads the apps and when you leave, you delete the apps. It is different than it was three years ago.

Mayor James said a lot of apps like Yelp miss out on small gems. It would not be an app for just tourists, but also for our residents. On a lot of the major apps, businesses are only featured if

they pay a price. She goes to various cities and she finds hole in the wall, creative places. She can sit at home and they show pizza places in Davie or Hollywood and not in Dania Beach. This would also be in line with our branding and business development and promotion. She questioned, as we are growing and gaining so many new residents, why not have a feature for our residents to download the Dania Beach app that features local businesses and attractions.

City Manager Garcia noted perhaps this app could be tied to the Business Incentives on the American Rescue Plan projects list if it can help our local businesses and gems. We can do the research and find what cities are doing it right, but we know where we could fund it from.

Commissioner Lewellen commented that the people who visit her business who are staying in hotels are finding it through Google and there is no charge. She agreed research should be done to determine what the situation is and the costs; if it is going to be expensive, it will really have to be promoted because people are not going to know to look for the name of the City.

The Commission consensus was to move forward with the research on the app and use ARPA Business Incentives funding for the app.

Mayor James addressed wayfinding signs. She said it is time; we need wayfinding signs citywide, and she wants to explore it.

Commissioner Davis agreed.

Mayor James added she knows wayfinding signage can be expensive.

City Manager Garcia said we can start with an initial phase that concentrates on the core of our City; Federal Highway, Dania Beach Boulevard, City Hall, and pointing to the beach. We can start with a Phase I as we build our parks and infrastructure, and we can also work with Dania Pointe. We can also look at the American Rescue Plan Business Incentives for funding.

Mayor James asked if we want to set aside money in the budget for this.

Chief Financial Officer DiPaolo noted the ARPA has \$1million for this so it is up to the Commission how much of that they want to allocate.

The Commission consensus was to allocate \$100,000 of ARPA Business Incentives for wayfinding signs.

Mayor James said there should be a budget adjustment for the salaries of the elected officials. She knows the amount of time and effort that is put in by the Commission and it is well overdue for a budget adjustment for Commission salaries to be able to do the job effectively for how they are doing their jobs.

Commissioner Odman commented there is a very good argument to be made on both sides. To have well-representative local government where you are going to have teachers, lawyers, small businesspeople, and single parents, it needs to be sustainable for them to come. If you want

people who are younger in order to be age representative, you must consider childcare. She is supportive of it. The evolving Dania Beach Commission over the next 10 years is going to require that if you want a diverse and truly representative Commission.

Commissioner Lewellen said this is supposed to be public service, it is not supposed to be something where you are being paid a full-time salary despite the fact it may be a full-time job at times. There are a lot of benefits that we all get, and other cities are not paying high salaries. She does not think it is appropriate to want to increase our salaries to the point where we are competing with large cities like Fort Lauderdale. If you work in the public sector, the jobs are not paid as well as if you are in the private sector generally. She does not agree with it and would not vote in favor of it.

Commissioner Davis noted this topic was brought to her after being on the Commission for six months; she would not have done it then. But almost two years into it and seeing what it requires, especially if you are really engaged, and looking at where we are with inflation, rents are now not what they were two years ago. We are in a different time and climate since COVID. Prices have increased and salaries have not. She does not think we need a huge increase, but she would support a certain percentage that is reasonable to live and work in this City.

Vice-Mayor Salvino said this is a tough thing to talk about, but he is good with what the majority of the Commission wants. He added he understands both sides and addressed the comments made. It opens the door up for a lot of opportunities that are out there. Whatever the majority of the Commission wants, he will go with it.

Mayor James noted she is not trying to be like Fort Lauderdale. She has been having this conversation for a while with the City Manager and Chief Financial Officer. The last time it was brought up, not by her, it was turned into a dog and pony show, and that is not what we are here to do. She asked City Manager Garcia what she thought the budget could handle for a fair increase.

City Manager Garcia said the 8.5% increase for everyone is effective October 1; there will be a 21.5% increase for the next three years. It is whatever the Commission thinks is appropriate. She added the Commission will have their contingencies of \$25,000 individual and \$200,000 for the entire Commission.

Mayor James commented she would support a \$5,000 increase to the Commission salaries.

City Manager Garcia questioned if the Commission wished to take the increase from the \$200,000 Commission contingency.

Chief Financial Officer DiPaolo said he thought we could absorb the increase within the budget as there have been a few things that have changed to make this work.

Mayor James polled the Commission.

Commissioner Davis said yes.

Commissioner Lewellen said no.
Commissioner Odman said yes.
Vice-Mayor Salvino said yes.
Mayor James said yes .

City Manager Garcia noted we will not have to touch the Commission contingency.

Mayor James said she would like to look into a Public Services person for parks maintenance especially with our parks expanding and the growth we are undergoing. We have a lot of weekend activities happening and she would like to see at whatever facility that we have those parks people cleaning. She wants a cost analysis on a full-time parks maintenance person that can support Public Services in regard to cleaning and maintaining the parks.

City Manager Garcia noted perhaps starting this position in 2nd quarter, we are looking at around \$50,000 with benefits.

The Commission consensus was to move forward with this position.

Commissioner Davis addressed advertisement in our City and the importance of advertising inside and outside the airport. She went through Clear Channel and toured all four terminals. Months ago, she started research about advertising in Dania Beach and at the airport and put it out there as far as being a destination location. She was told we could not do the announcement, but she will be bringing forward a presentation with Clear Channel. She felt having an advertising budget would greatly benefit our City and residents and she wanted to see if the Commission would be interested in using a percentage of Commission contingency.

Mayor James said that goes in line with another budget discussion she had with staff; we need a communications department eventually. She would not mind starting with bringing one person in. We might have money in the budget; she would ask for a communication position. We need to expand on our brand and who we are with all these different future residents and units that are coming here. She felt it warrants a communication department down the line. She is uncertain what would be easier, perhaps to hire someone and give them a budget and run with what Commissioner Davis is saying.

City Manager Garcia recommended rather than a position for this year, we should set aside \$50-60,000 out of the Commission contingency to do an RFP based on our needs and what the Commission has envisioned to see what firms are out there so we can hit the ground running with a multitude of areas that we can focus on.

Discussion ensued regarding an RFP, the scope, and the budget.

Commissioner Davis noted the firm she spoke to, they will work with your budget and only do what we want done and how much we want to spend.

Mayor James said it might be cheaper to hire a person than to pay a firm.

Deputy City Manager Sosa-Cruz commented we are talking about two separate paths to what we are trying to achieve. One is called a communication officer that would specialize in City communications, but we would still need marketing dollars.

Further discussion ensued.

City Manager Garcia noted it may be an RFQ. She requested the Commission provide a list of everything they would like to see, and staff would take the first steps in putting the RFP or RFQ together. Then staff would come back to the Commission to advise, based on the Commission's priorities, what the cost will be.

Commissioner Davis asked if this could be put in the budget.

Mayor James asked how much is left in the Commission contingency to date.

Chief Financial Officer DiPaolo responded \$200,000.

Mayor James asked that we earmark \$100,000 to make sure that we are marketing and branding. If we could add those flag poles and different types of communication there, coming from the airport, you would have no choice but to see Dania Beach. She asked Commissioner Davis if this is something she would want.

Commissioner Davis said yes, she wanted the City Manager to take her conversation with County Commissioners further, and she wanted to look at the different kinds of advertising opportunities we have and then put a significant amount away so we are not doing the back and forth.

City Manager Garcia said we will encompass everything discussed and see how much we can get for the \$100,000.

City Attorney Boutsis noted the Commission may want to look into the digital billboards they approved last year since we reserved space on those for advertising purposes for the City.

Mayor James suggested also tapping into Dania Pointe to have an agreement to cross-advertise.

The Commission consensus was to move forward as discussed.

Commissioner Davis said there have been a few people who have spoken to her, and ever since we were not able to get the accountability documentation from the Dania Beach Chamber, our relationship has been rocky or severed because we have not been able to hold them financially accountable and we do not have any control over that. There has been an underground push to create our own entity where we do have that accountability where we are able to say this is Dania Beach. There are so many naming options, but the idea is to have a business entity or organization that is accountable to the City for specifically developing something like a Chamber of Commerce, if not a Chamber of Commerce. She has had people who are interested and thinks if you put an RFP out for that, people would be interested in it. The current Chamber partners

with a lot of different other Chambers and she thinks we are in a position and are ready to have something that would be specifically focused on Dania Beach businesses and growing the businesses. She does not have a specific amount in mind but wanted to know the Commission's thoughts on putting out an RFP to have our own entity that would be accountable to the City.

Commissioner Lewellen noted she has been having the same thoughts as she deals with the Hollywood Chamber a lot. She spoke briefly with City Attorney Boutsis about legalities of this and what needs to be done, if there is much we can do. You would have to have a different name.

City Attorney Boutsis explained the Chamber of Commerce is incorporated and you could not use the exact same name. You could do a name like Chamber of Commerce of Greater Dania Beach or whatever it is, but she is not sure that is something the Commission would create because you need the businesses to join and to support it. Whoever joins the existing one and they can get control and accountability and you have something there; otherwise, it is just a competing organization. The Commission may want to put some funding so if the Chamber of Commerce comes forward and does x, y, and z, we will give you grant with the accountability. Maybe that would be an incentive for the Chamber to step up. But for us to do an RFQ, there is nothing for us to RFQ. The businesses have to be interested and want to come together to pay dues and advertise and support Dania Beach.

City Manager Garcia said there are two routes to take; the Chamber route which is already in place and is a bit touchy, but there could be under Community Development a branch that focuses on something like a business development director or community development director. That would be a position that the focus would be citywide; also working with the CRA but citywide to develop, recruit and promote businesses. This this could be a route, whatever the Commission decides to do. The Dania Beach Chamber of Commerce has not been working for us; they preferred not to receive funding rather than show us their books

Commissioner Odman said she has heard this; the developers wanted it and it was meant to be created by the businesses. She does not know if she likes the idea of the Commission creating this. She wants to hear what the small business owners think before we get involved.

Considerable discussion was held regarding the current Chamber.

Commissioner Davis noted she appreciates the different perspectives. She agreed it would be ideal if we could use our existing Chamber; it may be worth the conversation. To Commissioner Lewellen's point, we appointed Vice-Mayor Salvino to be the point person with the Chamber. She would ask Mayor James if she wants to be the point person to approach the Chamber. To the City Manager's point, we can benefit from researching another avenue that would be viable for specifically the City of Dania Beach. She would like to request the City Manager look into it and we can do both at same time and come back and see what the best options are.

The Commission had no issues with this approach.

Commissioner Lewellen addressed the additional Public Safety officers, especially the eight officers over the next year. She wanted to make sure we have one or two doing homeless outreach; we need people at night and on weekends.

City Manager Garcia noted from her discussions with Captain Marks, we wanted to have an additional homeless representative. We were also looking at detectives and more senior personnel.

Captain Marks explained there would be at least one homeless outreach deputy, but we are training our current deputies. We are in the process of interviewing and finding out which ones have the passion to help and enforce any laws being broken and quality of life issues. He added we are in dire need for an additional detective for Dania Pointe for all the fraud and grand theft cases there. He will also supplement the crime suppression team with another detective and the rest will be for road patrol to handle the abundance of calls we are getting and additional calls we are getting throughout the City.

City Manager Garcia addressed what Captain Marks does in addition to his routine work.

Mayor James asked if we could put in the budget to fix the Eye in the Sky camera.

City Manager Garcia noted we are working to add more LPRs; we are going to fix the Eye in the Sky.

Captain Marks explained he has County LETF funds to buy the equipment so we will have even more.

Commissioner Davis said she is really pushing the Dania Beach pristine; with Beach Rakers, she still does not feel the current contract is sufficient for what they do. She has spoken to and taken a tour in Fort Lauderdale where they take the seaweed off the beach and repurpose it for landscaping projects. She wants to be able to get the seaweed off the beach and not bury it. She asked if we are still locked into the contract with the same company and what our options are for moving forward with something more effective.

City Manager Garcia noted she would meet with Parks & Recreation Director Brown. If it has to be funded at a higher rate and if that is the priority, then we will move monies around. If it costs us more to get them to remove it, we should get an additional quote.

Parks & Recreation Director Brown said he would meet with the City Manager and addressed the costs for other cities removing it off the beach for something that is going to continue to occur on the beach. It is up to the Commission, but staff will look at doing this.

A brief discussion ensued about Fort Lauderdale's removal and processing of seaweed and the required permit from the state.

City Manager Garcia noted we would look to partner with them because we do not have the space, capacity, or resources.

Parks & Recreation Director Brown added we already brought that up with them about partnering and the lack of manpower. We will look at it again to see what we can do. It is a problem throughout the whole state's east coast.

Chief Financial Officer DiPaolo noted the three positions that are budgeted to start October 1st; staff wants to make sure it is okay to start recruiting for these positions.

The Commission had no issues with moving forward with the recruiting for these positions.

4. Adjournment

Mayor James adjourned the meeting at 6:23 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: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), WITH RONALD L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) FOR FISCAL YEAR 2022-2023

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Ron Book Lobbyist Services, R-2022- Ron Book Lobbyist Services and to Exceed \$25K, R-2022- Ron Book Lobbyist Services and to Exceed \$25K Exhibit A



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis** Digitally signed by Eve A. Boutsis
Date: 2022.08.11 10:45:51 -04'00'

SUBJECT: Renewal for the Annual Engagement Letter with Ronald L. Book, P.A. for Lobbyist Services Pertaining to Local (including Airport) and State Legislative Issues

The Request

The renewal of the engagement letter with Ronald L. Book, P.A. for lobbyist services is presented for Commission review and consideration.

Background

The City has retained the lobbyist services of Ronald L. Book, P.A. for local government and airport related issues since 2015. The renewal of the engagement letter would be effective beginning October 1, 2022 through September 30, 2023.

Budgetary Impact

The funding is planned and appropriated in the Fiscal Year 2022-2023 Commission budget, Professional Services Account Number: 001-11-01-511-31-10.

Recommendation

The renewal of the engagement letter is a City Commission decision.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz
Frank DiPaolo, Director, Finance Department

RESOLUTION NO. 2022-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), WITH RONALD L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) FOR FISCAL YEAR 2022-2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, subsection (a), sets the monetary threshold or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the City has retained Ronald L. Book, P.A. (the “Consultant”) through an Engagement Letter for the past several years, to provide services in connection with Broward County and state related issues of concern to the City of Dania Beach; and

WHEREAS, the current agreement expires on September 30, 2022; and

WHEREAS, the City desires to continue to obtain the services of the Consultant, to provide services in connection with issues of concern to the City pertaining to matters associated with Broward County as well as general legislation and related issues at the state level; and

WHEREAS, the total amount of purchases from Ronald L. Book, P.A, for Fiscal Year 2022-23 will exceed the \$25,000.00 annual 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 true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to execute an engagement letter with Ron L. Book, P.A., which will provide the City with consulting (lobbyist) services beginning October 1, 2022 for a one year term at a cost of Fifty Five Thousand Dollars (\$55,000.00) inclusive of expenses, payable monthly, in eleven (11) payments of Four Thousand Five Hundred Eighty Three Dollars and Thirty Three Cents (\$4,583.33) with the last installment being Four Thousand Five Hundred Eighty Three Dollars and Thirty Seven Cents (\$4,583.37). A copy of the Engagement Letter is attached as Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That funding is planned and appropriated in the Fiscal Year 2022-2023 Commission budget Professional Services Account #001-11-01-511-31-10.

Section 4. That all services obtained from Ronald L. Book, P.A. shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies and are authorized to exceed the annual amount of \$25,000.00 purchase threshold for a single vendor for Fiscal Year 2022-23.

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

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

PASSED AND ADOPTED on September 14, 2022.

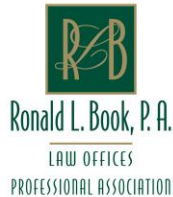
ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



August 4, 2022

Ms. Eve A. Boutsis
City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Dear Eve:

Thank you, the City Manager, and the City Commission for again providing our firm the continued privilege and opportunity to represent the City of Dania Beach and the taxpayers in Tallahassee and before the Legislature. My firm will provide support on all governmental affairs matters with an emphasis on legislative appropriations issues, as well as continuing to protect the City's valuable stake in the Tribal Compact and the statutorily directed distribution of local impact funds.

Our firm's responsibility will be to handle all traditional lobbying services. This will include, but not be limited to, working with local staff, Legislative Staff, and Executive Branch Staff as well as elected officials at all levels. We will, at all times, aggressively represent and advocate for the City and its interests. You agree to fully educate us on all matters of interest and priority to the City, and we agree to meet periodically, as requested.

In exchange for this representation, you agree to compensate our firm with a retainer of \$55,000 a year payable in monthly payments of \$4,583.33 a month, except the final month will be invoiced at \$4,583.37.

This agreement will be effective October 1, 2022, and extend for twelve (12) months, anticipating a renewal prior to the expiration of this agreement of September 30, 2023, for an additional twelve-month period, unless a written notice of discontinuation is received not less than 30 days prior to the end of the agreement. It is also understood that this agreement is cancellable by either party with 30 days written notice. Assuming this meets with your approval, please sign and return to my office.

Sincerely,

Ronald L. Book
Ronald L. Book, P.A.

Tamara James, Mayor
City of Dania Beach, Florida

RLB: BM

Eve A. Boutsis, City Attorney
City of Dania Beach, Florida

REPLY TO:

Harbour Centre - 18851 N.E. 29th Avenue, Suite 1010 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT PURSUANT TO CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-024 ENTITLED, “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS RELATED TO THE NEW CONSTRUCTION AT THE PARK TO BURKHARDT CONSTRUCTION, INC., IN THE AMOUNT OF NINETY ONE THOUSAND FIFTEEN DOLLARS (\$91,015.00) FOR PRE-CONSTRUCTION SERVICES, WITH A MUTUALLY AGREED UPON GUARANTEED MAXIMUM PRICE (“GMP”) TO BE PROVIDED ONCE THE DESIGN REACHES NINETY PERCENT (90%) COMPLETE AND ESTABLISHING THE PROCESS FOR CONSTRUCTION SERVICES ONCE GMP IS APPROVED; AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)

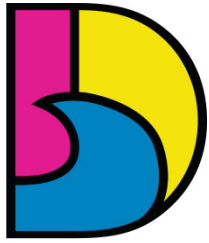
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - R-2022- Burkhardt Construction Inc Bid Award for Construction Manager at Risk of C.W. Thomas Park Improvements (RFQ 21-024), R-2022- Burkhardt Construction, Inc. Agreement for Construction Management at Risk Services for C.W. Thomas Park Improvements (RFQ 21-024), R-2022- Burkhardt Construction, Inc. Agreement for Construction Management at Risk Services for C.W. Thomas Park Improvements (RFQ 21-024) Exhibit A.p



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Eric Brown, Director of Parks & Recreation
Cassi Waren, CPRP, Assistant Director of Parks & Recreation 

RE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT PURSUANT TO CITY REQUEST FOR QUALIFICATIONS ("RFQ") NO. 21-024 ENTITLED, "CONSTRUCTION MANAGEMENT AT RISK SERVICES" FOR C.W. THOMAS PARK IMPROVEMENTS RELATED TO THE NEW CONSTRUCTION AT THE PARK TO BURKHARDT CONSTRUCTION, INC., IN THE AMOUNT OF NINETY ONE THOUSAND FIFTEEN DOLLARS (\$91,015.00) FOR PRE-CONSTRUCTION SERVICES, WITH A MUTUALLY AGREED UPON GUARANTEED MAXIMUM PRICE ("GMP") TO BE PROVIDED ONCE THE DESIGN REACHES NINETY PERCENT (90%) COMPLETE AND ESTABLISHING THE PROCESS FOR CONSTRUCTION SERVICES ONCE GMP IS APPROVED; AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

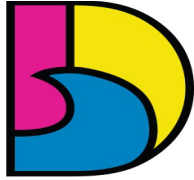
Request

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the execution of an agreement pursuant to City Request for Qualifications ("RFQ") No. 21-024 entitled, "Construction Management at Risk Services" for C.W. Thomas Park Improvements related to the new construction at the park to Burkhardt Construction, Inc., in the amount of Ninety One Thousand Fifteen Dollars (\$91,015.00) for pre-construction services, with a mutually agreed upon guaranteed maximum price ("GMP") to be provided once the design reaches Ninety Percent (90%) complete and establishing the process for construction services once GMP is approved; and to exceed an annual vendor expenditure threshold of twenty five thousand dollars (\$25,000.00).

Background

The City Commission authorized under Resolution 2022-051 the issuance of Capital Improvement Non-Ad Valorem Revenue Note in the amount not to exceed \$18,100,000.00 for the purpose of financing the park improvements at C.W. Thomas Park.

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

On Tuesday, December 14, 2021, the City Commission adopted resolution 2021-196 provided for the proper City Officials to begin contract negotiations with the topped ranked firm of RFQ-21-024, Burkhardt Construction, Inc.

Administration has agreed to Pre-Construction Services with Burkhardt Construction, Inc. in the amount of Ninety-One Thousand and Fifteen Dollars (\$91,015.00). The Guaranteed Maximum Price (GMP) will then be mutually agreed upon when the design reaches 90% and brought before City Commission as an amendment to the attached contract.

Budgetary Impact

The funding for the Construction Manager at Risk is available within the Parks Masterplan Construction Fund and shall be appropriated to Professional Services account number 302-72-03-572-31-10.

Recommendation

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the execution of an agreement pursuant to City Request for Qualifications ("RFQ") No. 21-024 entitled, "Construction Management at Risk Services" for C.W. Thomas Park Improvements related to the new construction at the park to Burkhardt Construction, Inc., in the amount of Ninety One Thousand Fifteen Dollars (\$91,015.00) for pre-construction services, with a mutually agreed upon guaranteed maximum price ("GMP") to be provided once the design reaches Ninety Percent (90%) complete and establishing the process for construction services once GMP is approved; and to exceed an annual vendor expenditure threshold of twenty five thousand dollars (\$25,000.00).

RESOLUTION NO. 2022-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF AN AGREEMENT PURSUANT TO CITY REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-024 ENTITLED, “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS RELATED TO THE NEW CONSTRUCTION AT THE PARK TO BURKHARDT CONSTRUCTION, INC., IN THE AMOUNT OF NINETY ONE THOUSAND FIFTEEN DOLLARS (\$91,015.00) FOR PRE-CONSTRUCTION SERVICES, WITH A MUTUALLY AGREED UPON GUARANTEED MAXIMUM PRICE (“GMP”) TO BE PROVIDED ONCE THE DESIGN REACHES NINETY PERCENT (90%) COMPLETE AND ESTABLISHING THE PROCESS FOR CONSTRUCTION SERVICES ONCE GMP IS APPROVED; AND TO EXCEED AN ANNUAL VENDOR EXPENDITURE THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-196, adopted on December 14, 2022, the City Commission authorized the City Administration to begin contract negotiations with the top ranked firm, Burkhardt Construction, Inc., related to RFQ No. 2021-024 entitled “Construction Management at Risk Services” for C.W. Thomas Park Improvements; and

WHEREAS, the City Commission approved and adopted Resolution No. 2022-051 on March 22, 2022, related to the issuance of Capital Improvement Non-Ad Valorem Revenue Note in the amount not to exceed \$18,100,000.00 for the purpose of financing the improvements at C.W. Thomas Park; and

WHEREAS, on February 22, 2022, the City Commission adopted on second reading, Ordinance No. 2022-010 which authorized the expenditure of City funds exceeding \$1,000,000.00 which expenditure is not to exceed \$18,100,000.00 to fund the “Parks Master Plan Phase I – C.W. Thomas Park Project”; and

WHEREAS, the City Administration recommends approval of the Agreement which is attached as “Exhibit A”, and is made a part of and incorporated into this Resolution by this reference, in the amount of \$91,015.00 for Pre-Construction Services, and the structure for developing the mutually agreed upon GMP, upon 90% completion of the design; and

WHEREAS, this expenditure will exceed the annual Twenty-Five Thousand Dollars (\$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 foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Agreement with Burkhardt Construction, Inc. for the Construction Manager at Risk for C.W. Thomas Park Improvements in the amount of \$91,015.00 for Pre-Construction Services, which amount will exceed the annual vendor threshold of \$25,000.00 and to approve the structure for developing the mutually agreed upon GMP, upon 90% completion of the design.

Section 3. The funding for the Construction Manager at Risk is available within the Parks Masterplan Construction Fund and shall be appropriated to Professional Services account number 302-72-03-572-31-10.

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

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

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONSTRUCTION MANAGER-AT-RISK CONTRACT

This Contract made and entered into this _____ day of _____, 20____ between The City of Dania Beach, a political subdivision of the State of Florida ("Owner"), located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Burkhardt Construction, Inc. ("Construction Manager"), a Florida Corporation, having its principal office located at 1400 Alabama Avenue, West Palm Beach, Florida 33401.

WITNESSETH:

Construction Manager, having been awarded the Contract for the furnishing of services for the construction of the furnishing of all labor, equipment and materials for: CW Thomas Park, - Park Improvements, at 100 NW 8th Avenue, Dania Beach, FL (the "Project"). The concept for this project includes but is not limited to a new community center that incorporates an indoor gymnasium, elevated walking/jogging track, a fitness room, classrooms, meeting rooms, kitchen/catering area, storage, a lobby area and staff offices, restrooms, camp/programming rooms and more. In addition to the community center the location will also be home to an outdoor pool, water park/playground, a multi-use field (soccer/football), basketball court(s), walking paths, outdoor exercise areas, and two children's playgrounds with increased onsite parking. The "Project" is proposed in accordance with the Request for Qualifications 21-024 ("RFQ") therefore, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, incidentals and services necessary to fully complete all Work, as defined in Article 1.4.8 below, in accordance with all requirements of the Contract Documents, and in accordance with all applicable codes and governing regulations. The Contract Documents ("Contract Documents") consist of this Contract, the General Conditions, and the following Exhibits, all hereto attached and made a part hereof:

- A List of Drawings, Specifications, and Addenda issued prior to execution of this Contract (incorporated herein by reference)
- B Certificate of Insurance- Worker's Compensation and Liability Coverage
- C Project Construction Budget/Schedule of Values (GMP)
- D Payment and Performance Bonds
- E Project Schedule
- F Solicitation and Construction Manager's Response Documents

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF CONTRACT

1.1 The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Construction Manager's

best skill and judgment in furthering the interests of the Owner, and to cooperate with the Owner and Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to use Construction Manager's best efforts to perform and complete the Project in an expeditious and economical manner consistent with the interests of the Owner. Notwithstanding any provisions of this Contract to the contrary, nothing in this Contract is intended to create a fiduciary relationship between Owner and Construction Manager.

1.1.1 Construction Manager understands and agrees that a material inducement for the Owner entering into this Contract, following a competitive award process authorized under Florida law, was Construction Manager's representations about its expertise in the scheduling, sequencing and construction of the Project, as well as its superior familiarity with the unique local conditions and geography of the City of Dania Beach, Florida, and the jobsite area. Construction Manager understands that time is of the essence in connection with the performance of the Work set forth in this Contract, and that even a minor breach of its terms may have a substantial, adverse impact upon the Owner, adjacent merchants, and the seasonal nature of City of Dania Beach's economy, including the lifestyles of its residents and visitors. Accordingly, Construction Manager hereby affirms that the foregoing is true and correct, and that all anticipated costs to achieve the schedule and design intent have been included in the Guaranteed Maximum Price ("GMP") for the Project.

1.2 The Construction Team. The Construction Manager, the Owner, and the Architect (the "Construction Team") will cooperate together through the completion of construction. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager, it being understood that Construction Manager at all times is an independent contractor

1.3 Extent of Contract. This Contract is complementary to the Drawings, Specifications and the General Conditions of the Contract, and together represent the entire integrated agreement between the Owner and the Construction Manager, superseding all prior negotiations, representations or agreements, either written or oral. Where this Contract is expressly in conflict with the General Conditions of the Contract, this Contract will prevail. Where this Contract is silent, the General Conditions of the Contract, and the requirements of the Drawings and Specifications will prevail, in that order. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

1.4 Terms used in the Contract shall have the following meanings:

1.4.1 "Owner" means The City of Dania Beach, Florida, or "City," and the terms may be used interchangeably;

1.4.2 "Design Professional" shall mean Architect, Engineer and other licensed Design Professionals engaged by the City;

1.4.3 "Contractor" means Construction Manager, and the terms may be used interchangeably;

1.4.4 "Subcontractor" means Trade Contractor, and the terms may be used interchangeably;

1.4.5 "Contract Sum" means Guaranteed Maximum Price ("GMP"), and the terms may be used interchangeably;

1.4.6 "Construction Team" means Owner, Architect and Construction Manager; and

1.4.7 "Work" means the totality of the obligations, including construction and other services, imposed on the Construction Manager by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, services, fees, expertise and incidentals provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations.

ARTICLE 2 CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 The Construction Manager's Basic Services under this Contract include Preconstruction Phase services, as addressed below, and Construction Phase services.

2.1 The Preconstruction Phase.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect/Engineer in maintaining the project budget and project scope. The Construction Manager shall:

2.1.1 Provide preconstruction deliverables consisting of constructability review, staging and maintenance of traffic approaches, together with a Guaranteed Maximum Price ("GMP") proposal, and other items as the parties deem warranted. The reports shall include a complete discussion and summary of the services provided in accordance with Subparagraphs 2.1.2 through 2.1.8 herein below, including the schedule and a detailed cost estimate.

2.1.2 Review designs during their development. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, design standards, and ordinance, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives.

2.1.3 Provide, for the Architect/Engineer's and the Owner's review and acceptance, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect/Engineer's services and the Owner's responsibilities with anticipated construction schedules. The Construction Manager shall update this schedule periodically, as required.

2.1.4 Prepare for the Owner's approval a detailed estimate of Construction Cost, as defined in Article 8 herein, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect/Engineer. Update and refine the estimate at 30%, 60% and 90% Construction Documents, or as otherwise mutually agreed upon by the parties. Advise the Owner and the Architect/Engineer if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

2.1.5 Coordinate Contract Documents by consulting with the Owner and the Architect/Engineer regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

2.1.6 The Construction Manager agrees that time is of the essence in maintaining the project schedule. In an effort to achieve the project schedule, the Architect/Engineer will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.7 It is incumbent upon the Construction Manager to advise the Architect/Engineer of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.1.8 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the Project Construction Schedule for each set of bidding documents. Develop a plan for the phasing of construction if phasing is required.

2.1.8.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect/Engineer. Expedite and coordinate delivery of these purchases.

2.1.9 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Develop bidding packages designed to minimize adverse effects of labor shortages.

2.1.10 Make recommendations for pre-qualification criteria for bidders and develop bidders' interest in the Project. Establish bidding schedules.

2.1.11 Schedule and conduct monthly meetings of the Construction Team, and prepare and distribute minutes.

2.1.12 Based upon Drawings and Specifications produced by the Architect/Engineer, develop a GMP proposal(s) at 90% Construction Documents, or as otherwise mutually agreed upon by the parties, including, a Project Construction Schedule, itemized by Trade Contract, for phases of Work as required by the Owner. If the documents as prepared by the Architect/Engineer are not adequate for the development of a Guaranteed Maximum Price, the Construction Manager shall notify the Owner immediately, prior to developing the GMP. All assumptions made by the

Construction Manager in the development of the GMP shall be specifically listed in the GMP proposals, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.12.1 If the GMP proposal is accepted, in writing, by the Owner, it will become an Amendment to this Contract which will establish the GMP and Contract Time for the Work. A Public Construction Bond acceptable to Owner must be executed simultaneously with the GMP Amendment.

2.1.12.2 If the GMP proposal is not accepted by the Owner, the Owner shall so notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Team and Owner will discuss and negotiate these recommendations for no more than sixty (60) calendar days, unless an extension is granted in writing by the Owner. If an acceptable GMP is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another Construction Manager or solicit the work.

2.2 Construction Phase. Unless otherwise authorized by the Owner, in writing, all Work shall be performed under Trade Contracts with the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor Work, or perform such Work with its own forces, without prior written notification and consent of the Owner.

2.2.1 Administer the Construction Phase as provided herein and in the General Conditions of the Contract.

2.2.2 Commence the Work within ten (10) calendar days after receipt of a written Notice to proceed from the Owner.

2.2.3 With respect to work to be subcontracted by Construction Manager: a) Develop procedures that are reasonably acceptable to the Owner for the prequalification of Trade Contractors; b) Develop Trade Contractor interest in the Project, and conduct pre-bid conferences with interested bidders to review the documents; c) Take competitive bids on the Work of the various Trade Contractors or, if specifically authorized by the Owner, in writing, negotiate for the performance of that Work; d) Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work; e) Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of Work; f) Review the scope of Work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items; g) Maintain records of all pre-award interviews with apparent low bidders; h) Promptly award and execute Trade Contracts with approved Trade Contractors; i) Provide copies of fully executed Trade Contracts, insurance certificates, and bonds, to the Owner.

2.2.4 With respect to the scheduling, sequencing, and coordination of the Work: a) Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time, and quality as set forth in the Contract Documents; b) Develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the Work; c) Supervise the Work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications; d) Provide instructions to each Trade Contractor when its Work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work; e) Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability, and the Owner's decision thereon shall be final and binding.

2.2.5 Maintain exclusively for this Project adequate, competent staff at the Project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractors and shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "F" to this Contract. Construction Manager shall not change any of those persons named in Exhibit "F" unless mutually agreed to by the Owner and Construction Manager, in writing. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the solicitation response that preceded the execution of this Contract and shall not be removed or replaced without the Owner's written consent. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without entitlement to additional compensation or additional time for the replacement.

2.2.5.1 Establish and maintain a) on-site organization and lines of authority in order to carry out the overall plans of the Construction Team; b) Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate Change Orders and contract modifications on behalf of the Construction Manager; c) Make available such executive personnel as necessary to execute Change Orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish and maintain a) procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work; b) Implement such procedures, incorporate them into a Project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In collaboration with the Architect, establish and implement procedures for tracking and expediting the processing of shop drawings, samples, Requests for Information ("RFI"), and other submittals as required by the General Conditions of the Contract.

2.2.7 Schedule and conduct weekly or more frequent progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Construction Manager shall provide prior notice to Owner and Architect of all such meetings and prepare and distribute minutes. Additionally, Construction Manager shall schedule and attend Team meetings with the Architect and Owner.

2.2.8 Review the Project schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Construction Manager shall regularly monitor and update the Project Schedule and various sub-networks as construction progresses, identify potential variances between scheduled and probable completion dates, review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Construction Manager shall provide summary reports of each monitoring and document all changes in schedule and prepare regular schedule updates and reporting which shall be included as part of the monthly Project report outlined in Subparagraph 2.2.16 herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract Schedule are not being met.

2.2.10 If applicable, whenever Owner-Furnished Contractor-Installed ("OFCI") materials or equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their inspection, proper storage, and incorporation into the Work, provided the scope of the OFCI work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly Project report outlined in Subparagraph 2.3.16 herein.

2.2.12 Maintain a system of accounting satisfactory to Owner and consistent with generally accepted construction accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner, or the Owner's auditors shall have access to all such accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other things relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment of the Work.

2.2.13 Develop and implement a system for the preparation, review and processing of Change Orders. Without assuming any of the Architect's responsibilities for, among other things, design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit informal estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program. If the Owner implements an Owner Provided Insurance Program as provided for in Article 11, the Construction Manager shall cooperate with the safety representatives of the Owner's Insurance Administrator and/or the Owner's insurance carrier(s) in the course of construction site inspections and in all other matters related to job safety and accident prevention.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.14.3 Designate a full-time staff member as the Project safety director who shall oversee job safety and accident prevention for the Construction Manager, Trade Contractors and Sub-subcontractors involved in the Work, in addition to any other responsibilities assigned to such staff member.

2.2.15 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and Project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.

2.2.17 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, lead-based paint, and any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous material, described by federal guidelines brought by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents, or which was not discovered or should have been discovered during performance of the Pre-Construction Agreement, shall be considered a concealed condition and may become the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred in connection therewith. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition, as more particularly set forth in the General Conditions. Owner is not aware of any hazardous materials located on the Project site.

2.2.18 The Construction Manager shall prepare a complete Project Manual to the Owner's satisfaction.

ARTICLE 3 ADDITIONAL SERVICES

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services that are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by Change Order to be negotiated by the Owner and the Construction Manager at the time of the additional service request, as set forth in the General Conditions.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work from the Construction Manager, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee, or any changes thereto.

ARTICLE 5 SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall complete the documents and items provided for in Article 2.1, et.seq., above, within 270 calendar days, and Guaranteed Maximum Price Proposal within ninety (90) calendar days after the Architect/Engineer documents (at 90% completion) have been made available to the Construction Manager.

5.2 Construction Phase. The performance of the Work under the Construction Phase of this Contract shall be substantially completed by the Construction Manager on or before the date as later set forth in the GMP Amendment, time being of the essence in this Contract.

5.3 The Construction Manager agrees to complete the Work in accordance with the agreed upon substantial completion date set forth in Exhibit "E," which exhibit will be attached to this Agreement, after the determination of the GMP. The Construction Manager acknowledges that time is of the essence throughout this Contract, and that failure to complete the Project within the time set forth in the approved schedule will result in substantial damages to the Owner that are impossible to precisely ascertain. Upon failure of the Construction Manager to substantially complete the Project within the specified period of time, plus approved time extensions, Construction Manager shall pay to the Owner, as liquidated damages and not as a penalty, the sum of one thousand dollars (\$1,000.00) for each calendar day in excess of the established substantial contract completion date, plus approved time extensions. After achieving substantial completion, as more particularly addressed in GC 71 and its several subparts, should Construction Manager fail to complete the remaining Work within the time specified for final completion in Exhibit "E," plus approved time extensions, if any, and after providing Construction Manager with seven (7) calendar days advance written notice, Owner shall have the right to complete the work through other means, and the costs therefore shall be set-off against retainage remaining in the contract balances, which, if insufficient, the balance shall be paid to Owner by Construction Manager, or its performance bond Surety.

5.4 The Owner may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the agreed construction schedule. If expediting the Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of, and subject to the GMP. If the expediting of the Work is required due to reasons outside the control or responsibility of the Construction Manager, then in such event, the additional costs incurred shall be the subject of an appropriate adjustment by Change Order, as elsewhere provided for in the General Conditions.

5.5 The Owner shall have the right to occupy, or use, any portion of the Work prior to completion of the Project. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Owner, in writing, and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 6 GUARANTEED MAXIMUM PRICE

6.1 The "Guaranteed Maximum Price" (GMP), also referred to as the Contract Sum, includes Cost of the Work required by the Contract Documents as defined in Article 8 herein, the Construction Manager's Fixed Fee as defined in Paragraph 6.1.1 below, the Contingency Fund, and Construction Manager's Lump Sum General Conditions. The GMP will be established based on construction documents prepared by the Design Professional. The GMP is guaranteed by the Construction Manager not to exceed the amount established herein, subject to additions and

deductions by Change Order as provided for elsewhere in this Contract. Cost which would cause the GMP to be exceeded shall be paid by the Construction Manager without recourse or reimbursement by the Owner.

6.1.1 The Construction Manager's Fixed Fee for performance of the Work shall be set forth in the GMP Amendment.

6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 If and only in the event that this Project is substantially complete within the scheduled substantial completion date, as may be adjusted as provided for elsewhere herein, the following shared savings provisions shall apply: Upon final completion of the Work, if the total cost of the Work (excluding any unused portion of the Contingency Fund) is less than the Guaranteed Maximum Price, taking into account any adjustments made during the term of this Contract, as provided for elsewhere herein, the Owner and Construction Manager will be entitled to share this savings, as follows: Construction Manager will receive an amount equal to 50% of the difference between the actual cost of the Work and the final GMP amount (excluding any unused portion of the Contingency Fund), not to exceed, in any event, three percent (3%) of the adjusted GMP amount (excluding any unused portion of the Contingency Fund). Construction Manager's portion of these shared savings will be added to Contractor's Fee and included in Construction Manager's Final Payment. Liquidated damages, if any, are different from, and are not a part of, this calculation.

6.4 The GMP shall include an agreed upon sum as the "Construction Contingency Fund" which may be utilized, upon written approval beforehand by Owner, which approval shall not be unreasonably denied, for the purpose of defraying the expenses due to unforeseen circumstances relating to construction such as, but not necessarily limited to, increases in Subcontractor costs due to insolvency, correction of defective work (provided that such defective Work was not caused by the negligence or failure to fulfill a specific responsibility of the Construction Manager), and only to the extent that the costs therefore are not recoverable by Construction Manager from insurance, sureties, Subcontractors or suppliers, through commercially reasonable efforts), overtime ordered by the Owner to improve the schedule but not to make up for lost time due to Construction Manager's delays, field issues/conditions which were not anticipated and which result in documented costs to the Work, Owner Furnished/Contractor Installed ("OFCI") material or OFCI equipment failures, and any other cost agreed to mutually by the parties, in writing. The Contractor shall furnish documentation evidencing expenditures charged to this Contingency prior to the release of funds by the Owner. The necessary documentation, and the sufficiency thereof, required for using the Construction Contingency fund shall be reasonably determined by the Owner. The Design Professional shall verify the actual costs, if requested by Owner.

6.5 Without limiting the reasons for Owner denying a request for funding from the Construction Contingency, and by way of illustration only, the Construction Contingency shall not be used for a) design errors or omissions; b) Construction Manager/Sub- Contractor mistakes in the fabrication, installation, or erection of the Work; c) liquidated damages; and d) any costs and expenses in the event that this Contract is terminated for cause, as elsewhere provided for herein.

6.6 The GMP shall be reduced by the amount of the Contingency fund, if any, remaining at the time of Final Completion of the Project.

6.7 By execution of this Contract, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.8 Adjustments to the GMP will be made as described in the Conditions of the Contract.

ARTICLE 7 PAYMENTS TO CONSTRUCTION MANAGER

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services as set forth below:

7.1.1 For preconstruction services, the total sum amount of \$91,015.00 to be paid in the amounts specified at the satisfactory completion of the following phases:

Preconstruction Progress Meetings	\$18,400.00
Constructability Reviews / Value Engineering and Cost Estimates	\$29,655.00
Traffic Control Plan and Public Outreach	\$ 2,200.00
Preconstruction Scheduling	\$ 6,600.00
Guaranteed Maximum Price Development	\$34,160.00
 TOTAL:	 \$91,015.00

7.1.1.1 Upon receipt of the Notice to Proceed after the creation of the GMP, the Construction Manager shall begin providing the indemnification described in the Conditions of the Contract, as part of the fee established for the first phase of preconstruction services.

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Contract, which includes the Construction Manager's fee and Lump Sum General Conditions as described in Paragraph 7.2 and the Cost of the Work as described in Article 8, to be paid monthly as described in the General Conditions of the Contract.

7.1.2.1 As required by Section 287.0585, F.S., within seven working days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction

Manager shall, by appropriate Contract with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions.

7.2 Construction Manager's Lump Sum General Conditions during the Construction Phase includes, without limitation, the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

7.2.3 General operating expenses of the Construction Manager's principal and branch offices other than the field office.

7.2.4 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

7.2.5 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8, herein, as Cost of the Work.

7.2.6 All travel and per diem costs of Construction Manager's employees and consultants.

7.2.7 Those services set forth in Article 2.2.

7.2.8 Expenses such as long distance telephone calls, telephone service at the site, postage, office supplies, expressage, and similar items in connection with the Work.

7.2.9 Cost of equipment such as laptops, cameras, radios, computers, cell phones, copiers, telephones, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager.

7.2.10 Administration of direct tax savings purchase program.

7.2.11 All costs incurred during the guarantee period after construction.

7.3 Adjustments in the Lump Sum General Conditions associated with compensable Changes in the Work, or compensable delays, shall be made as described in the General Conditions of the Contract, and in strict accordance therewith.

ARTICLE 8 COST OF THE WORK

8.1 The term "Cost of the Work" shall mean direct construction costs, including Lump Sum General Conditions as more specifically addressed in 7.2 et. seq. above, and in 8.1.2 below, incurred specifically in and about the performance of the Work, and paid or incurred by the Construction Manager, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. Excluding those individuals included in the Lump Sum General Conditions, 8.1.2 below, the term "wages" used herein shall include the straight time and overtime pay authorized in writing by the Owner, and the cost of associated employee benefits. Excluding those individuals included in the Lump Sum General Conditions, employee benefits include, but are not limited to, unemployment taxes, social security taxes, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager, excluding bonuses. Employee benefits do not include Workers' Compensation insurance when such insurance is provided by the Owner in accordance with Article 11.

8.1.1 Subject at all times to the amount of the GMP, the Owner agrees to pay the Construction Manager for the reimbursable Costs of the Work as defined in Article 8, herein, and its subparts, through completion of the Work, plus the Construction Manager's Fixed Fee.

8.1.2 For Construction Phase services, as more particularly set forth in Article 2.2 and its subparts, above, and further including those line items in Exhibit "C" designated as Lump Sum General Conditions, the Construction Manager shall be paid a lump sum amount (included in the GMP and as set forth in the GMP Amendment, in installments, as provided for elsewhere in these Contract Documents, which amount is subject to the Contract audit provisions for the limited purposes of verifying the Construction Manager's warrants and representations set forth in Article 6.7 above. This Lump Sum General Conditions amount preempts, disables and governs those reimbursable Costs of the Work set forth in Article 7.2, et. seq. and this Article 8, and its subparts. In the event that those specified reimbursables conflict with, or are subsumed by this Lump Sum General Conditions, it is the intention of the parties that the Lump Sum will not be adjusted for any reasons whatsoever during the Construction Phase, except and solely for compensable Change Orders and compensable delays, if any, that increase the GMP, and extend the contract completion date in excess of thirty (30) calendar days, in the aggregate, beyond the agreed Substantial Completion date set forth in the GMP Amendment. In the event that the Lump Sum is exceeded by actual costs for such items incurred by the Construction Manager, there shall be no entitlement to reimbursement from the Owner by way of Change Order, Claims, requests for equitable adjustments, or from the Construction Contingency.

8.2 Cost of the Work includes, and is limited to, actual documented expenditure for the following cost items (all subparts below shall be preceded by the phrase "Except and to the extent governed by 8.1.2 above ... "):

8.2.1 Subject to prior written approval by the Owner, wages paid for labor in the direct employ of the Construction Manager at the construction site other than those provided under Paragraph 7.2, herein, as a part of the Construction Manager's Fixed Fee in the performance of the Work

under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including benefits, if any, as may be payable with respect thereto.

8.2.2 The cost of all materials, supplies and equipment incorporated into the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner, in writing. The cost of insurance for the Construction Manager, Trade Contractors, and Sub-contractors at any tier in the Work shall be excluded for any insurance to be provided by the Owner in accordance with Article 11 herein.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, which shall not be unreasonably withheld, legal costs reasonably, and properly, resulting from prosecution of the Work for the Owner provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost to the Construction Manager of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage.

8.2.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary Project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services, if approved in writing by Owner.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly, properly, and reasonably incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 7.2, herein.

8.2.17 Testing laboratory costs, except relating to defective or non-conforming work for which reimbursement is otherwise excluded by the Contract Documents.

8.2.18 Deposits lost for causes other than Construction Manager's or any Trade Contractor's negligence or failure to fulfill a specific responsibility to the Owner under the Contract Documents.

8.2.19 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen that are employed or consumed in the performance of the Work.

8.2.20 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager (upon prior written approval of the Owner, at the standard rate paid at the place of the Project) or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.21 Costs associated with setting up and demobilizing tool sheds, Project field offices, temporary fences, temporary roads, and temporary fire protection.

8.2.22 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or non-conforming work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner as set forth in this Contract Documents, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors or suppliers, through commercially reasonable efforts.

8.3 Costs not to be reimbursed include:

8.3.1 Those costs enumerated in Article 7.2.1 through 7.2.11 above, and as set forth in the Contract Documents as to be borne at the expense of the Construction Manager.

8.3.2 Salaries and other compensation of the Construction Manager's personnel stationed at Construction Manager's principal office or offices other than the site office;

8.3.3 Expenses of the Construction Manager's principal office and offices other than the site office;

8.3.4 Overhead and general expenses, except as may be expressly included in Article 7 and 8.1 through 8.2.22 above;

8.3.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

8.3.6 Any cost not specifically and expressly described as reimbursable in Section 8.1 through 8.2.22;

8.3.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;

8.3.8 Costs resulting from failure of the Construction Manager or any subcontractor to procure and maintain insurance by the Contract Documents;

8.3.9 Amounts due by Construction Manager for federal and state income and franchise taxes, and the costs of licenses, fees, taxes, and other charges of a similar nature, required to be obtained or maintained by Construction Manager for the general conduct of its business;

8.3.10 Costs to replace or pay for lost or stolen machinery or equipment or materials, but only if not covered by Builder's Risk Insurance. Construction Manager may seek to recover replacement cost from insurance, sureties, Subcontractors, suppliers, or other such third parties;

8.3.11 The cost for any legal, accounting or other professional services except to the extent provided for in the reimbursable costs of the Work, except as may be provided for elsewhere in this Contract;

8.3.12 Penalties, fines, or costs imposed by governmental authorities in connection with, or resulting from any violations for noncompliance with laws, regulations, codes, ordinances, or directives by the Construction Manager or any subcontractor, except if the result of specific and written directive by the Owner;

8.3.13 Costs of any insurance deductibles for coverage furnished and paid by Construction Manager or any Subcontractor and losses or expenses for which the Construction Manager or any Subcontractor is compensated by insurance. In the event that Construction Manager furnishes Builders' Risk Insurance, the agreed deductible shall be deemed reimbursable from the Contingency Fund, but only to the extent the loss was not caused by the negligence of the Construction Manager or those for whom Construction Manager is vicariously liable.

8.3.14 Costs associated with the Construction Manager's failure to obtain any and all permits in a timely manner, including, without limitation, the costs of any delays resulting therefrom, unless attributable to Owner's Design Professionals.

8.3.15 Costs of accelerating the Work to the extent caused by the negligence or default of the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance therewith;

8.3.16 Overtime costs required to the extent caused by the Construction Manager or any subcontractor of any tier, unless otherwise expressly provided for elsewhere in this Contract and in strict accordance with the requirements therein;

8.3.17 Project incentive bonuses, except as approved by the Owner in writing;

8.3.18 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor shall not be deemed a Cost of the Work without Owner's prior written approval;

8.3.19 Any and all costs and or cost overruns, including schedule related costs, resulting from the default and/or termination of a bonded subcontractor and/or material supplier by Construction Manager, unless not commercially viable to commence legal action against the surety for the bonded subcontractor or material supplier, as approved by the Owner, in writing, and then reimbursable only out of the Contingency Fund.

8.3.20 Any cost not specifically and expressly described in Article 8.2 and its subparts, above.

8.3.21 Costs, other than costs included in Change Orders approved by the Owner, in writing, that would cause the GMP to be exceeded.

8.3.22 Costs exceeding the Lump Sum General Conditions, as set forth in Article 8.1.2 above.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating this Contract, may order Changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the Owner.

ARTICLE 10 DISCOUNTS

10.1 All quantity discounts shall accrue to the Owner if (i) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (ii) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 11 INSURANCE

11.1 The Construction Manager shall provide insurance as required in this Agreement:

11.1.1 Commercial General Liability

A. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence \$5,000,000
- Policy Aggregate (Per Project) \$10,000,000
- Personal & Advertising Injury \$ 5,000,000
- Products & Completed Operations \$10,000,000

B. Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply “Per Project/Job”
- Waiver of Subrogation in favor of the City
- Insurance shall apply on a primary and non-contributory basis
- “The City of Dania Beach, Florida” included as named “Additional Insured”
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;

11.1.2 Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$5,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos

Endorsements Required - Include in body of COI and/or Description of Operations

- City of Dania Beach included as an Additional Insured

11.1.3 Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

- \$500,000 for bodily injury caused by an accident, each accident
- \$500,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc.

In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:

- i) any employee, subcontractor or subcontractor employee that 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.

11.1.4 Professional Liability/Errors & Omissions

Any licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$2,000,000 per occurrence.

Limits of Liability

Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of three (3) years following contract completion.

11.1.5 **Contractors Pollution & Remediation Liability Insurance:**

Insurance shall include bodily injury, property damage, defense, and cleanup as a result of pollution conditions arising from contractors' operations. This insurance shall be maintained for at least five years after completion of the construction and acceptance of any project covered by this Agreement. If claims made coverage is provided, retro date must apply prior to contract inception. City is included as Additional Insured.

Limits of Liability

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

11.1.6 **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

11.1.7 **Builder's Risk (Property coverage)**

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Except, Named Windstorm and Flood Deductibles, if any, must be specifically disclosed to the City. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown to include cold testing of all mechanized, pressurized, or electrical equipment
- Coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location.
- Replacement Cost basis
- Policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a LOSS PAYEE.

- Waiver of Occupancy Clause Endorsement, enabling the City to occupy the facility under construction/renovation during the activity.
- This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Safety and loss control shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. Any hazardous conditions must be promptly identified, reported, and action taken to mitigate as soon as possible.

Notice of claims/accidents/incidents associated with this agreement shall be reported to the Contractor's insurance company and to the City's Risk Management department as soon as practical.

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

11.1.8 Other Conditions Required:

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Cancellation Requirements: Required insurance shall *always* be maintained during which the vendor is on City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Notice Requirements: If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.

Insurance Carrier Financial Stability Requirements:

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition

The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and

verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.

Certificates of Insurance/Verification of Coverage: Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within five (5) days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within ten (10) days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within seven (7) days of City's receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached, and therefore terminated.

A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

11.1.9 Description of Operations section of COI: Confirm coverage required is documented in the body of the Certificate of Insurance, and also in the Description of Operations.

Additionally, include Job, Event, Contract, or Agreement number.

Notice of Cancellation can be included here.

Notices/ Certificate Holder: City of Dania Beach,
Attention Human Resources/Risk Management
100 West Dania Beach Boulevard
Dania Beach, FL 33004

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this contract.

ARTICLE 12 CONFLICTS

12.1 In the event of conflicts, the interpretation of the Contract Documents, as addressed in Article 21 of the General Conditions, will be governed by this Order of Precedence:

- a) Modifications, which shall for purposes of this Contract be defined as (1) a written amendment to the Contract signed by both parties, including the GMP Amendment; (2) a Change Order; (3) a Construction Change Directive; or, (4) a written order for a minor change in the Work issued by the Design Professional;

- b) This Contract and its several Exhibits;
- c) Addenda, with those of later dated having precedence over those of earlier date;
- d) Any Supplementary Conditions;
- e) The General Conditions of this CM@Risk Contract;
- f) Drawings;
- g) Specifications;
- h) Other documents specifically enumerated in the Contract as part of the Contract Documents.

SPACE LEFT INTENTIONALLY BLANK

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2022

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2022 by **Tamara James** as Mayor, **Ana Garcia**, as City Manager of the City of Dania Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

Burkhardt Construction, Inc.

Witnesses:

(Print or Type Name)

(Print or Type Name)

By: _____

Marc R. Kleisley, Vice President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2022, by Marc R. Kleisley as Vice President of Burkhardt Construction, Inc., a Florida corporation, authorized to conduct business in Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF DANIA BEACH

CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

GENERAL CONDITIONS

PROJECT NO. 21-024

GENERAL CONDITIONS GC-1 to GC-77

Pages

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**GENERAL CONDITIONS
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GENERAL CONDITIONS

GC 1 ENTIRE AGREEMENT

1.1 This Construction Manager at Risk Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONSTRUCTION MANAGER

2.1 Construction Manager represents that it is extensively experienced in the performance of streetscape and infrastructure construction Work as provided for herein, and that it is properly licensed as a General Contractor in the State of Florida, equipped, organized, and financed to perform such Work. Construction Manager shall act as an independent contractor, and not as the agent of Owner, in performing the Contract, maintaining complete control over its employees, and all of its suppliers and subcontractors. Nothing contained in this Contract, or any subcontract awarded by Construction Manager, shall create any contractual relationship between any such supplier or subcontractor and the Owner. Construction Manager shall perform all work in accordance with its own means, methods, sequences, and procedures, subject to compliance with the Contract. Construction Manager represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative, together with a clear definition of the scope of his/her authority to represent and act for Construction Manager, and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work that may be required. All notices, determinations, instructions, and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Construction Manager in writing of the name of such representative(s). The Owner's representative will be the Capital Improvement and Innovation Director (Engineering Department), or his designee(s). Any work performed by the Construction Manager without proper authorization, is performed at the Construction Manager's risk, and the Owner shall have no obligation to compensate the Construction Manager for such work. The Owner has the right to assign various responsibilities of the Owner to the Architect of Record and can do so at any time during the duration of this Contract with written notice to the Construction Manager.

32 The Construction Manager's Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason, unacceptable to the Owner, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Owner.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the job site, by certified mail, return receipt requested, or national overnight courier to that party at the addresses shown below:

OWNER: City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Attention: Ana Garcia, City Manager

CONSTRUCTION MANAGER: **MARC R. KLEISLEY**
VICE PRESIDENT

BURKHARDT CONSTRUCTION, INC.
1400 Alabama Avenue, Suite 20
West Palm Beach, Florida 33401
tel (561) 659-1400 | fax (561) 659-1402
marc@burkhardtconstruction.com

4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules and regulations in effect at the time Work is performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known at the time of signing this Contract which become effective and which are known to Construction Manager as a licensed general contractor regarding the performance and conduct of the Work, and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Owner, in writing, and submit detailed documentation of such affect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made, subject to the provisions elsewhere set forth in these Contract Documents.

5.3 It is recognized that the Construction Manager's review of the drawings and specifications is made in the Construction Manager's capacity as a contractor and not as a licensed design professional. If any discrepancy or inconsistency should be discovered by Construction Manager between the drawings and specifications and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Owner and Architect, who will issue such instructions as may be necessary. Owner shall grant extensions of Contract Time and shall reimburse Construction Manager for the costs of all permits, general conditions, and overhead, as well as any costs for inspections or submittals required as a result of errors, inconsistencies, lack of coordination between Owner and Design Consultant, code errors or omissions in the design documents, plans and Specifications for the project.

5.4 Construction Manager shall use its best efforts to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work, and advise Architect and Owner of same in writing, but Construction Manager assumes no responsibility or liability for any failure of the design of the Project to comply with same. However, at no time shall the Construction Manager's efforts fall below the commonly accepted knowledge base of an experienced Florida licensed general contractor.

5.5 Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency that are caused by Construction Manager's failure to comply with the terms of this Contract.

GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes, or between any referenced standards and codes, which are later revised during the course of construction, the Owner will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract Documents.

GC 7 CODE RELATED INSPECTIONS

7.1 The Construction Manager recognizes that the City of Dania Beach, Development Services Department, is a department within the City of Dania Beach, separate and apart from the City of Dania Beach's Engineering department, that is charged with the inspection of improvements to real property for code compliance. The Construction Manager agrees that it will not assert, as an Owner caused delay, or as a defense of any delay on the part of the Construction Manager, any good-faith action or series of actions on the part of the Development Services Department, including, but not limited to, the Development Services Department's refusal to accept any portion of the Construction Manager's Work. If it is ultimately determined by the Architect and Owner that such delay was not the result of Construction Manager's failure to comply with the Contract Documents, the Construction Manager may be entitled to make a claim for extension of Contract Time only as its exclusive remedy, in accordance with the terms of the Contract.

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

GC 9 RIGHTS AND REMEDIES

9.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

GC 10 COMMERCIAL ACTIVITIES

10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Owner, Owner's designated Representative, and other separate contractors to avoid any delay or hindrance of their work. Owner may require that certain facilities be used concurrently by Construction Manager and other parties, and Construction Manager shall comply with such requirements. The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Construction Manager, who shall cooperate and participate with other separate contractors and the Owner in reviewing their construction schedules.

11.2 If any part of the Construction Manager's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction Manager shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive Construction Manager's Work, except as to defects which are not then reasonably discoverable or which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Construction Manager, unless Construction Manager gives written notice to Owner, if reasonably possible, prior to proceeding with the Work and in any event within three (3) business days of commencement of Work. In no event shall Owner be liable to the Construction Manager for delay damages, however, as provided for in the Contract Documents.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager and Owner during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Project representative). Owner reserves the right to modify these forms as it deems necessary. Construction Manager shall maintain logs for Items A-K and provide to Owner monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Construction Manager's Daily Report
- K. Substitution Report

12.2 Examples of the above listed forms are attached as Appendix "A."

GC 13 PUBLIC RECORDS; PUBLICITY AND ADVERTISING

13.1 Since Owner records are subject to disclosure under Chapter 119, F.S., Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project, or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

13.2 Public Records.

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

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

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

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

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

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

**THOMAS SCHNEIDER, CMC - PUBLIC RECORDS
CUSTODIAN**

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

**THOMAS SCHNEIDER, CMC, CITY CLERK
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
954-924-6800 ext. 3623
tschneider@daniabeachfl.gov**

GC 14 TAXES

14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL, FPU, AT&T, and Comcast), and water meter charges except for fees/permits associated with Construction Manager mobilization which have not been waived by Owner. Construction Manager shall advise Owner ten (10) days in advance of permit application with any fee amount required. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner.

GC 16 UTILITIES

16.1 Construction Manager shall provide and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by the Construction Manager and shall include, but not be limited to, the following:

- A. Public telephone service for the Construction Manager's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to final acceptance of the Work, the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Construction Manager shall not assign, transfer, convey or otherwise hypothecate the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the Owner, and concurred with by the Construction Manager's Surety. Construction Manager acknowledges that the Owner has entered into this Contract with Construction Manager after a comprehensive competitive award process, and evaluation of Construction Manager's particular qualifications and skills to perform the Work. Therefore, Construction Manager agrees that the Owner may withhold the consent to assignment referred to herein for any reason the Owner deems appropriate, in its sole and exclusive discretion.

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S BOOKS AND RECORDS

18.1 The Owner, or the Owner's auditors, shall have access to, and the right to examine, download and copy electronic media, photocopy, transcribe, and photograph, any and all of Construction Manager's accounting records, supporting documentation, correspondence, subcontracts, purchase orders, and other documentation relating to this Contract, at any time during regular business hours, both throughout the performance of the Work, and for a period of four (4) years after final payment for the Work.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Construction Manager represents that the Construction Manager, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Based thereon, Construction Manager represents that all conflicts, discrepancies, errors, omissions, and constructability issues that are within the commonly accepted knowledge base of a licensed general contractor with expertise in streetscape and related infrastructure improvements are included in the GMP. However, these obligations are for the purpose of facilitating construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents that are the responsibility of the Architect/Engineer or any other professional consultant of the Owner preparing such Drawings or Specifications. Notwithstanding anything contained in this Contract to the contrary, Construction Manager shall not be liable to the Owner for damages or costs resulting from errors, omissions, or inconsistencies in the Contract Documents, or for differences between field conditions and the Contract Documents, unless the Construction Manager recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the Owner. Construction Manager shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Contract Documents provided by the Owner or Design Consultants.

19.2 Construction Manager represents that the GMP embodies the total cost for a complete and functioning Project. The Construction Manager's review and comparison of all documents and things set forth in GC 19.1 above has taken into consideration the total and complete functioning of all systems as provided, and as are reasonably inferable therefrom.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Construction Manager shall provide the Owner with two (2) complete sets of the permitted drawings within five (5) days of issuance. If the permitted set of Drawings change the scope of the Work to be performed, the Construction Manager shall notify the Owner and Architect, in writing, within ten (10) days after Construction Manager's receipt of the permitted Drawings, and such notification shall contain a written description of the change(s), and the estimated cost and time associated therewith, if any.

20.2 The Construction Manager shall perform work only in accordance with the permitted drawings, and any subsequent revisions thereto.

GC 21 CONTRACT INTERPRETATION

21.1 All claims of Construction Manager, and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately, in writing, to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Construction Manager files a timely written protest pursuant to GC 22 "Disputes." The Construction Manager's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. Owner will consider Construction Manager's protest, and render its decision thereon within five (5) calendar days. If Construction Manager does not agree with the Owner's decision, the Construction Manager shall immediately deliver written notice to that effect to the Owner. If questions of interpretation are not responded to by the Architect or Owner within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Construction Manager shall be entitled to adjustment in the performance time as its exclusive remedy.

21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

GC 22 DISPUTES-WAIVER OF JURY TRIAL

22.1 Any and all disputes arising out of or in connection with this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Owner, or its representatives. At all times, Construction Manager shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives, who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within thirty (30) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicially or otherwise.

22.2 The Owner and Construction Manager hereby expressly, knowingly and intentionally waive any right they may have to a jury trial in connection with, or in respect to, any litigation or claim based on or related to this Contract, or with regard to performance of the Work, including, but without limitation, any to which the Architect may also be a party.

GC 23 SUSPENSION

23.1 Owner may, at its sole option, suspend, at any time, the performance of all or any portion of Work to be performed under the Contract. Owner will notify Construction Manager of

such decision, in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the Work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such written notice, Construction Manager shall, unless the notice requires otherwise:

1. immediately discontinue work on the date and to the extent specified in the notice;
2. place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
4. continue to protect and maintain the Work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge to be paid to Construction Manager during the period of suspension of work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the Work upon which work has been suspended; and
4. If as a result of any such suspension of Work the cost to Construction Manager of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the GMP.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Contract Documents, shall be sufficient grounds for the Owner to find the Construction Manager in material default, and that sufficient cause exists to terminate the Contract for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Construction Manager and approved by the Owner. If a finding of default is made by the Owner, the Construction Manager and its Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from Owner detailing the default, within which the Construction Manager and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Construction Manager and its Surety, in writing, that the default has been corrected, and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Owner, without further notice to Construction Manager or its Surety, may immediately terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its Surety. To the extent that the time limits herein and in GC 25 conflict with those set forth in the Performance Bond, the time limits in GC 24 and GC 25 shall take precedence.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligation under this Contract if the:

- A. Construction Manager fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
- B. Construction Manager fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;
- C. Construction Manager fails to complete the Work within the time specified in this Contract;
- D. Abandons or refuses to proceed with any or all Work, including modifications directed by Owner pursuant to change directives issued under the Contract;
- E. Construction Manager fails to provide the materials or perform the services required of the Construction Manager under this Contract within the time specified in this Contract;
- F. Construction Manager fails or refuses to provide sufficient, properly skilled, workmen or tradesmen;

G. Construction Manager refuses or fails to supply materials, equipment or services meeting the requirements of this Contract;

H. Construction Manager fails to make payments for materials, labor or services to subcontractors, sub-subcontractors, suppliers or materialmen of any tier in accordance with such agreements that may exist among them;

I. Construction Manager violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;

J. Construction Manager materially breaches any of the provisions of this Contract.

25.2 If Construction Manager or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without further notice to Construction Manager, terminate in whole or in part Construction Manager's right to proceed with work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the Work.

25.3 Construction Manager, and its sureties, shall be liable, jointly and severally, to Owner for all costs in excess of the Contract price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any contract awarded to others for completion, plus Liquidated Damages.

25.4 Upon termination for default, Construction Manager shall:

A. immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Owner for performance of work;

C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;

D. cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;

E. comply with other reasonable requests from Owner regarding the terminated work; and

F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

25.6 If, upon termination pursuant to this GC 25, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the default termination had been made pursuant to GC 26, "TERMINATION FOR CONVENIENCE."

GC 26 TERMINATION FOR CONVENIENCE

26.1 Owner may, at its option and convenience, terminate the Contract, in whole or in part, at any time by written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Construction Manager, Owner shall pay Construction Manager in accordance with Subparagraphs below; provided, however, that those provisions of the Contract, which by their very nature survive final acceptance under the Contract, shall remain in full force and effect after such termination

A. Upon receipt of any such notice, Construction Manager and its Surety shall, unless the notice requires otherwise:

1. Immediately discontinue work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated;

4. If requested by the Owner in writing, assign to the Owner, all right, title and interest of the Construction Manager under the subcontracts terminated. Such Assignment shall not include assumption of Construction Manager's obligations or liabilities under any subcontract. The Owner shall have the right (but not the obligation) to assume the Construction Manager's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the Owner's assumption of Construction Manager's or other obligations under any such subcontract absent a written document executed by the Owner and the subcontractor in which the Owner expressly acknowledges an assumption of Construction Manager's obligations, and then only to the extent specified. In no event will the Owner assume any obligation of the Construction Manager under the subcontracts that arise out of or relate to Construction Manager's default prior to such assignment;

5. The Construction Manager shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the Owner;

6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and,

7. Complete performance of any work that is not terminated.

B. Upon any such termination, Owner will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Construction Manager for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.

3. The verifiable costs incurred pursuant to Subparagraph A.4 above.

4. Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.

26.2 In the case of such termination for Owner's convenience, Construction Manager shall be entitled to receive payment for Work actually executed in accordance with GC 25.B.1 above, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.

26.3 The Owner's Termination for Convenience shall be without waiver or prejudice to, all of the Owner's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Owner may have against Construction Manager, or Construction Manager's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.

26.3.1 Construction Manager hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Construction Manager's claims or damages arising out of, or relating to, a termination for convenience by the Owner.

26.4 Construction Manager shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME

27.1 If the Construction Manager is delayed at any time in the progress of the Work by a written directive issued by the Owner or Architect, or any act, omission or neglect of the Owner or the Architect, or by a separate contractor employed by the Owner, or by any changes ordered in the Work, or by an act of God, severe though not unusual weather conditions (other than hurricanes and tornadoes), labor disputes, unusual delay in deliveries, or other causes beyond Construction Manager's control, including discovery of unforeseen site conditions, and such delay extends the

completion date, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Owner may determine.

27.2 The Construction Manager must request the extension of time, in writing, and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- A. Nature of the delay or change in the Work;
- B. Dates of commencement/cessation of the delay or change in the Work;
- C. Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the Work;
- D. Identification and demonstration that the delay or change in work impacts on the BAR CHART (submittal of an updated BAR CHART schedule);
- E. Identification of the source of delay or change in the Work;
- F. Anticipated impact extent of the delay or change in the Work; and
- G. Recommended action to minimize the delay.

27.2.1 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

1. All schedule updates, submittals and other requirements of this General Condition have been met;
2. The delay must be due to the Owners or Architect's change in the Work,, an Act of God, or for other causes set forth in GC 27.1;
3. The delay which is the subject of the time extension must result in a demonstrable impact to the Critical Path;
4. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within fifteen (15) calendar days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Owner's determination as to the total number of days of Contract extension will be based upon the computer generated BAR CHART construction schedule current at the time of the delay event, as revised in connection with the foregoing criteria.

27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four (24) hours after the commencement of such delay, or ninety-six (96) hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) calendar days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.

27.5 The term "Force Majeure Event" means any action or event which occurs (i) outside Owner's and Construction Manager's reasonable control; and (ii) without the fault or negligence of either party, specifically, Acts of God, terrorism, war, riots, hurricanes, unusually severe weather (as substantiated by

NOAA reports nearest to the jobsite location), floods, fires, civil disturbances, governmental restrictions, epidemics, explosions, acts of the public enemy, the enactment, imposition or modification of any applicable law which occurs after the date of this Agreement and which prohibits or materially interferes with the development or construction of the Project Improvements. Notwithstanding anything to the contrary, a "Force Majeure Event" shall not include acts, events, or other matters arising out of violations of any environmental laws with respect to or the presence or discharge of any hazardous substances on the lands comprising the Project. In the event of a Force Majeure Event which impacts the critical path, Construction Manager shall only be entitled to an extension of time and shall not be entitled to any compensation or any increase in the GMP, except to the extent that a Force Majeure Event causes damage to Work in place or causes the Work to be shut down for more than ten (10) days. Such costs for damage to Work in place may be recoverable by insurance that is applicable to the Project. Notwithstanding, however, if such costs to correct the Work damaged by a Force Majeure Event or for shut down for more than thirty (30) days are not covered by insurance, then Construction Manager shall be entitled to recover only its actual direct plus reasonable General Conditions costs associated to correct the Work or to its unavoidable costs for shut down for more than ten (10) days but no other compensation, and without fee markup. No recovery on any basis shall take place unless the Construction Manager has satisfied all of the following conditions:

- (i) Construction Manager has properly documented all such direct costs for the Owner and any insurance carrier; and
- (ii) Construction Manager shall have used reasonable and diligent efforts to avoid and minimize delays, regardless of cause; and

Construction Manager shall cooperate with Owner to mitigate the impact of any delays encountered by Construction Manager that would entitle it to such extension of time, even if its performance is unreasonably delayed by the Owner.

For all Changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Owner the same information as required above within seven (7) calendar days of the issuance of the request for Change Order or direction to change the scope of the Work. Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager, and a denial of any time extension for that change in the Work. Further, upon execution by the Owner and Construction Manager of any Change Order where no time extension has been requested or granted, that Change Order shall constitute a complete waiver of all claims for damages or for any extension of time related to that work, or any work impacted by the change.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. Even in the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

28.2 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Owner in compliance with the Contract Documents, at its expense.

28.3 Construction Manager warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from Owner specifying the defects, Owner may perform or cause to be performed the same, at Construction Manager's sole cost and expense.

28.4 Construction Manager shall perform such tests as Owner may require to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager. However, if such testing determines that the Work is not defective, than Owner shall compensate Construction Manager for such costs of testing and any effects on previously completed work.

28.5 Construction Manager and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to this GC 28.

28.6 The Construction Manager shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the Owner, subject to allowance for long-lead items. If the Construction Manager fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the Owner may remedy or replace the defective or deficient Work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal remedies it may have against the Construction Manager and its Surety.

28.7 The Construction Manager is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of its responsibility.

GC 29 PATENT INDEMNITY

29.1 Construction Manager hereby indemnifies and shall defend and hold Owner, Architect, and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred by Owner, Architect and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Construction Manager has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Construction Manager shall be responsible for such loss unless such information is promptly furnished to the Architect.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action for which it is responsible under the prior paragraph unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

GC 30 INDEMNITY

30.1 To the fullest extent provided for by law, Construction Manager agrees to protect, defend, reimburse, indemnify and hold the Owner, its agents, employees, officers and representatives and each of them, (hereinafter collectively and for the purposes of this paragraph, referred to as "Owner"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorneys' fees, and causes of action of every kind and character against Owner by reason of any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Construction Manager's performance under this Contract, the condition of the premises, Construction Manager's acts, or omissions or operations hereunder, or the performance, non-performance or purported performance of the Construction Manager of any breach of the terms of this Contract; provided however, and without waiving the provisions of §768.28, F.S., that Construction Manager shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which Construction Manager can establish as being attributable to the negligence of Owner, its respective agents, servants, employees, officers, or others for whom Owner is responsible, including separate contractors. The indemnification shall not include the indemnity/defense of claims or damages resulting from gross negligence or willful, wanton, or intentional misconduct

of Owner or its respective officers, directors, agents, or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Construction Manager, its agents, employees, or any of the Subcontractors, their agents, or of any tier or their respective employees. The parties acknowledge the requirements of Florida Statute § 725.06 have been fulfilled and apply to this GC 30.1.

30.2 Construction Manager further agrees to hold harmless and indemnify Owner for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from Construction Manager's acts or omissions on the Project, whether or not Construction Manager was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Construction Manager's acts or omissions.

30.3 Said indemnification by Construction Manager shall be extended to include all deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of Construction Manager. Construction Manager recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges consideration of one-hundred dollars (\$100.00) therefore, which amount is incorporated into the GMP, as well as such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive termination of this Contract.

GC 31 INSURANCE (Contained in the GMP Agreement) Below is additional insurance information.

31.1 Should any of the Work hereunder involve watercraft owned or operated by Construction Manager or any subcontractor, such shall be insured under the Comprehensive or Commercial General Liability policy, or by other such liability insurance such as Protection and Indemnity.

31.2 Should any of the Work hereunder involve the hauling and/or rigging of property in excess of \$500,000.00 or \$250,000.00 in transit, Construction Manager shall procure and maintain "all risk" Transit or Motor Truck Cargo insurance, or similar form of coverage, insuring against physical damage or loss to the property being transported, stored, moved or handled by Construction Manager or any subcontractor pursuant to the terms of this Contract.

31.3 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Construction Manager are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Construction Manager under the Contract.

GC 32 SITE CONDITIONS

32.1 Construction Manager has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Contract documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface

conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

32.2 The Owner shall not be responsible for any conclusions or interpretations made by the Construction Manager based on the information made available by the Owner. The Owner shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Construction Manager's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

32.3 The provisions of GC 32.1 shall be deemed a complete waiver by the Construction Manager of claims for equitable adjustment in Contract Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Contract Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Contract Documents; provided however, that claims under this GC 32.3 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Construction Manager an expectation that the conditions could be similar elsewhere in the Project.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

34.1 Owner, Architect, and their duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over Work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Owner, Architect, and their said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's access to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by Owner's employees, the public, and other separate Owner contractors. No other access points shall be allowed unless approved by the Owner, in writing. All Construction Manager traffic authorized to enter the site shall be experienced with the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the Work area will be permitted only through approaches that will be designated by Owner, and then only in such manner that Construction Manager's traffic will not interfere with Owner's operations and Merchants/Tenants adjacent to the activity area(s). Construction Manager shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Construction Manager shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after execution of this Contract, and prior to commencing any Work, a pre-construction conference will be coordinated by the Construction Manager and the Owner. In attendance at said conference will be Owner, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Contract, among other things.

GC 37 MEETINGS

37.1 The Construction Manager shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

GC 40 WORK AREA

40.1 All Construction Manager's Work areas on the jobsite will be assigned by Owner. Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Construction Manager shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, provide and make its own arrangements for the use of such additional land.

GC 41 PLANT, EQUIPMENT AND FACILITIES

41.1 Construction Manager shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Owner such information and drawings relative to such equipment, plant facilities as Owner may request.

41.2 Upon written order of Owner, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

41.3 Construction Manager shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications, will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Construction Manager from responsibility for the quality and securing progress of Work as required by the Contract Documents. The Owner shall notify the Construction Manager of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid

delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its Trade Contractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the Work will be by Owner. This function by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager prior to Owner's decision on such substitution. Construction Manager shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data, certificates, and additional information as may be required by the Owner for proposed substitute items as required by GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA & SAMPLES.

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional seven (7) calendar days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Construction Manager must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be

permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Owner rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Owner's and Design Professionals' cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner, at Owner's expense. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Owner, Construction Manager shall supply schedules and progress reports for Owner's use in expediting and Construction Manager shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the Owner in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Construction Manager at Construction Manager's expense. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Construction Manager's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations. Owner shall provide surveys necessary for utility easements.

45.3 The Construction Manager shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be reestablished by the Construction

Manager, and all reference ties recorded therefor shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

GC 46 CONSTRUCTION MANAGER FURNISHED DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the Owner for review.

46.2 All correspondence from the Construction Manager to the Owner shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Contract requirements, and it has been coordinated with all other submittals and Contract Documents."

SIGN

DATE

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by and at the expense of the Construction Manager before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Construction Manager. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but one digital copy and one copy of the unfolded drawings must be transmitted to the Architect and Owner.

46.3.3 If drawings show variations from the Contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it will issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the Specifications. The Architect and Owner will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager:

1. No exceptions taken.
2. Make corrections noted. No resubmittal.
3. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

46.4 Samples.

46.4.1 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least seven (7) calendar days for Owner's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable.

46.4.3 Samples that have been reviewed may, at Architect's and Owner's option, be returned to the Construction Manager for incorporation into the Work.

46.5 Catalogues, Data and Certificates.

46.5.1 Where catalogues, data or certificates are required, one (1) digital copy and one (1) copy of each shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the BAR CHART schedule. Allow at least 7 calendar days for Architect and Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications. Architect and Owner will conduct a review of Construction Manager's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph 46.3.5, above, will be returned to the Construction Manager.

GC 47 CONSTRUCTION SCHEDULE

47.1 Within ten (10) calendar days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit to the Owner a BAR CHART construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Owner's initial approval for the purposes of this GC 47. 1, and any other provisions in the Contract Documents related to the Construction Manager's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a BAR CHART Critical Path type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
3. Activities showing scheduled start and finish, late start and finish, and float.

4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.

47.1.3 Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Owner.

47.1.4 The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
3. Sorted by activity.
4. Sorted by total float.
5. Sorted by early start.
6. Precedence and Successor report.
7. Narrative report.
8. Computer diskette. (One copy)
9. Submittals shall be organized under Standard CSI format.

47.1.5 The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Construction Manager shall meet with the Owner and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
4. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
5. Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

B. Occupancy Schedule - The Construction Manager shall jointly develop with the Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

47.4 The Construction Manager shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Construction Manager and the Owner. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.5 The Construction Manager shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.

47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Contract completion date will not be met, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:

A. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.

B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.

C. Reschedule the Work in conformance with the specification requirements.

47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Owner of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Construction Manager's responsibility is any loss or damage which results from acts or omissions of the Owner or its representatives or other contractors.

49.2 Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the Owner in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been

obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which insure the safety of persons on the jobsite and the general public.

50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such Work, Construction Manager shall give due notice to Owner of its intention to start such Work. Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Construction Manager has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con performance and thereafter, Construction Manager shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Construction Manager.

50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by Owner, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

GC 51 LABOR

51.1 Construction Manager shall employ only competent and skilled personnel to perform the Work. Construction Manager shall, if requested to do so by Owner, remove from the jobsite any personnel of Construction Manager whom Owner determines unfit or acting or working in violation of any provision of this Contract.

51.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager shall comply with and shall cooperate with Owner in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and Owner holidays, shall be performed without additional expense to the Owner. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Construction Manager or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall complete "Construction Manager's Daily Report" (Appendix "A") for each day work is accomplished. Reports shall be made available to Owner upon its request.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.

B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

C. The Construction Manager will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Construction Manager's commitments under Section 202 of Executive Order 11246 of September

24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.

H. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract ("Work"). The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and

programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Sub-Construction Managers or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

2. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 Should the Construction Manager fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Construction Manager to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Construction Manager shall promptly comply.

53.1.5 The Construction Manager shall defend, indemnify and hold the Owner, the Owner's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 In any and all claims against those indemnified hereunder by any employee of the Construction Manager, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Contract, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the extent caused by Owner, its representatives, or contractors.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

1. Is directly due to errors in the Contract Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;

2. Is caused by the agents or employees or contractors of the Owner (unless (1) the Construction Manager has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager, whether or not required hereunder).

53.3 SURFACE AND SUBSURFACE WATER

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be

encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All such Work shall be done at the sole expense of the Construction Manager.

53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Owner to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Construction Manager. The Construction Manager shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this GC 53.4.2, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as provided in GC 65.

53.5 OWNER'S STANDARDS

53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Owner. Construction Manager, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Construction Manager

will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Construction Manager shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Contract Work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any work is performed at night or where daylight is shut off or obscured, Construction Manager shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 RESERVED

GC 58 DUST CONTROL

58.1 The Construction Manager, for the duration of the Contract, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

GC 59 WATER POLLUTION

59.1 Construction Manager shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

60.1 The Construction Manager shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Dania Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Broward County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Construction Manager shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. If without negligence on the part of the Construction Manager or anyone for whom it is responsible, Construction Manager is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Owner shall pay for the direct costs of remediation as approved beforehand by Owner, in writing, which shall be paid from the Contingency Fund.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Construction Manager covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner shall notify Construction Manager in writing that such material, equipment or work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

63.1 Unless otherwise provided in the Contract, Drawings and Specifications shop testing of materials or work shall be performed by the Construction Manager and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by Owner. Should tests in addition to those required by the Specifications be desired by Owner, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Construction Manager's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Construction Manager shall be responsible for standby and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

64.1 Construction Manager shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Construction Manager does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.

64.2 Failure of Construction Manager to comply with the reasonable instructions of Owner may be grounds for determination by Owner that Construction Manager is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Contract Documents (and which are not subject to this GC 65 and its subparts).

65.2 Owner will issue written orders to Construction Manager for any changes, except that in the event of an emergency which Owner determines immediately endangers life or property, Owner may issue oral orders to Construction Manager for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work.

65.3 Construction Manager shall commence such changed work so that all dates set forth in Construction Manager's current construction schedule, as accepted by Owner, will be met. In the event of an emergency which Owner determines immediately endangers life or property, Construction Manager shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of section GC 25 entitled TERMINATION FOR DEFAULT.

65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written Change request from Owner, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

65.5 The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including, but not limited to:

- A. Material quantities and unit prices;
- B. Labor man-hours and wages by craft;
- C. Equipment type and size and rental rate;
- D. Overhead, profit, and bond allowance of 5% for those portions subcontracted, and 15% of those portions that are self-performed by the Construction Manager;
- E. Subcontract costs with back-up detail as specified (in items a), b), c), and a markup for Subcontractor overhead and profit not to exceed 10% in the aggregate;
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner);

I. General Condition costs: provided however, that said costs shall be compensable only in the event that the Change Order results in an extension in excess of thirty (30) calendar days of the Substantial Completion Date, as extended by Change Orders, if any, and at a daily rate that shall be extrapolated from the amount of the General Conditions items specifically applicable to the Change Order.

65.6 The Parties may agree, if justified in accordance with GC 27, to an extension of time in connection with any changes to the Work. Any time extension request submitted after the twenty-one (21) calendar day time period noted above, will not be considered and deemed waived by the Construction Manager.

65.7 If Construction Manager does not propose the method of compensation for such change, or any part thereof, within the time required, or if any proposed method is not acceptable to Owner, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Construction Manager shall proceed upon direction ("Construction Change Directive") with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Architect of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Construction Manager agree with the determination made by the Architect of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for work performed pursuant to a CCD until it has been converted to a Change Order.

65.8.1 If, at any time after Construction Manager commences such change, and a method of compensation other than verifiable cost of the changed Work plus the markups allowed in GC 65.5 is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a cost of the changed Work plus markup basis as described above, are as follows:

1. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, timekeepers and maintenance mechanics, and those personnel categorized in the Lump Sum. The time charged to changes will be subject to the daily approval of Owner, and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change, excluding those employees catalogued above. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements, excluding those employees catalogued I (a) above. Copies of certified pertinent payrolls shall be submitted to Owner.

2. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost at point of origin of one thousand dollars or less each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, (800-669-3282) and current at the time that work for any specific Change is performed, less 30%. When equipment is used for cost of the work changes which do not reasonably resemble adjusted Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged Contract Work is used for cost of the Work Changes, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair, equipment maintenance or idle equipment time.

3. Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.

4. Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.

5. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

65.9 For any changes involving deductive items, the following shall apply to the amount of allowable overhead, profit and bond allowance:

A. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.

B. For changes containing both additions and deductions covering related work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change, plus nine (9) percent thereof covering overhead, profit, and bond allowance.

65.10 No change order or CCD shall be valid until approved and signed by the Owner. The Architect of Record is not authorized to bind the Owner to changes relative to changes in Contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

65.11 The Architect of Record will have the authority to order minor changes in the Work which do not involve adjustment to the GMP or Time and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect shall immediately provide notices of all minor changes in the Work to the Owner.

65.12 Execution of a change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to

such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on his field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.

2. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Owner for inspection at any time.

3. Final Records - The Construction Manager shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of Specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These Specifications shall be available to Owner for inspection at any time.

2. Final Records - The Construction Manager shall furnish to Owner a complete set of marked up as built Specifications with RECORD clearly printed on cover. Owner at its expense, will furnish Construction Manager a set of Specification for mark-up by Construction manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts

C. Manuals:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in Technical Specifications.

2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record Specifications and shall note thereon that deviations and annotations are complete and accurate.

2 The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Construction Manager shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$500.00 prior to Final Acceptance. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Owner according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and Specifications and are delivered to acceptable locations at the Project Site or to other sites in Broward County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

67.3 Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

A. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Contract, by name.

B. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

C. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Work.

D. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

67.4 It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and Specifications. Construction Manager shall make all surveys necessary for determining all quantities of work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Owner upon request. Construction Manager shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of work measured.

67.5 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of work where not definitely indicated on the drawings or in the Specifications, shall be determined by Owner.

67.6 No payments of invoices (or portions thereof) shall at any time constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Construction Manager shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect of Record for review and approval prior to "Commencement of Work."

68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period. Pay Applications shall be submitted in the format of the sample form given to the Construction Manager at the Pre-Construction meeting. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application the Construction Manager shall submit a rough draft plus two extra copies for the Owner and Architect of Record to review. Submit final approved copies (3) to: the Architect of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Florida Prompt Payment Act (FS 218.70 as amended). Retainage, in the amount of 10%, will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. After 50% completion of the Work has been achieved, the Owner may, at its sole discretion and with consent of Surety, implement a reduction in retainage. However, in no instance can the amount retained be less than the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

68.4 Each application for payment shall be accompanied by the following:

A. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.

B. An Owner approved construction schedule update.

68.5 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for work which there is an outstanding Notice of Non-Payment.

68.6 Any amount otherwise payable under the Contract may be withheld, in whole or in part, if:

A. Any claims are filed against Construction Manager by Owner or third parties; or if reasonable evidence indicates the probability of filing any such claim; or

B. Construction Manager is in default of any Contract condition; or

C. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum

D. Damage to the Owner or a separate contractor;

E. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay

F. Defective work or material is not remedied; or

G. Construction Manager repeatedly fails to carry out the Work in accordance with the Contract Documents; or

H. Construction Manager fails to timely submit an owner-approved updated Schedule with each Application for Payment.

68.7 If claims or liens filed against Construction Manager or property of Owner connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. Construction Manager shall have no less than thirty (30) calendar days to remove or bond off such lien after notice. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Owner after final payment is made, Construction Manager and its surety or sureties shall promptly pay Owner all costs (including attorneys' fees) incurred thereby regardless of when such claim or lien arose.

68.8 Following issuance, by the Architect of Record, of a Certificate of Substantial Completion, Construction Manager may submit special payment request, provided the following have been completed:

A. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the Project.

B. Complete final cleaning of the Work.

C. Submit record documents (record drawings).

D. Submit listing of work to be completed before final acceptance.

E. Settle liens and other claims.

F. Obtain Consent of Surety for partial release of retainage.

G. Settle Liquidated Damages due to Owner, if any.

68.9 Upon receipt by Owner of Construction Manager's written Notice of Final Completion of its work under this Contract, in accordance with GC 72, Owner shall verify all work has been completed on the Project. When all work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

A. Complete work listed as incomplete at the time of Substantial Completion and obtain Architect/Engineer certification of completed Work.

- B. Submit proof of payment on fees, taxes or similar obligations.
- C. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
- D. Obtain Consent of Surety for final payment and/or partial release of retainage.
- E. All information required by GC 66.
- F. Obtain certification of as-built (record) drawings from Architect of Record.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of work performed by Construction Manager is in a condition suitable for use, Owner may initiate certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a Waiver by Owner of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

GC 70 ALLOWANCES AND UNIT PRICES

70.1 Construction Manager has included in the GMP all unit prices and allowances. Items covered by unit prices shall be supplied for such amounts as the Owner may direct.

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive," including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose and the items listed below in 71.4 are complete. Liquidated damages shall be assessed from the date of substantial completion of the entire Project.

71.2 The Construction Manager shall notify the Architect in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the Architect has received notice from the Construction Manager, the Architect will promptly inspect the Work. The Architect may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.4 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion of a particular phase of the Project

- A. Temporary Certificate(s) of Completion shall be obtained from the proper Building Official.
- B. All general construction completed.
- C. All electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
- D. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
- E. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
- F. All electrical systems shall be complete, fully functional, and demonstrated to the Owner.
- G. All operations and maintenance manuals for all equipment shall have been submitted.

H. Manufacturers' certifications and warranties shall be delivered to Owner.

I. All operations and maintenance training related literature, software and back-up disks shall have been provided. A video tape of the training shall be provided.

J. All required spare parts as well as any special tools shall have been provided.

K. The Project record Drawings and Specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

71.6 Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the Construction Manager within fourteen (14) calendar days and in any event prior to any request for Final Inspection and Acceptance.

GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Construction Manager considers that all work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Owner and Architect in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Construction Manager in writing of final acceptance of its work under this Contract.

72.2 The Owner will make final payment to the Construction Manager of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items, for which a Change Order will be issued:

A. Liquidated Damages, as applicable.

B. At the discretion of the Owner, one hundred and fifty percent (150%) of the value of outstanding items, corrective Work, or "punch list" items indicated on the Certificate of Substantial Completion, "final punch list," or any other "punch list" as being yet uncompleted or uncorrected, as applicable. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punch list," or any other "punch list," otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

72.3 Neither final acceptance of the Work, nor payment therefor, nor any provision of the Contract Documents shall relieve the Construction Manager of responsibility for defective or deficient materials or work. If, within one (1) year or as provided for elsewhere in the General Conditions or Technical Specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract Documents, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting in therefrom.

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make his own arrangements for disposal of materials outside the Project limits and shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Construction Manager.

73.2 When any material is to be disposed of outside the Project limits, the Construction Manager shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving the agency of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Construction Manager represents to the Owner that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction or the Project. Construction Manager agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or material supplier where there exists any identity of interest.

GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Construction Manager

shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

GC 76 PROJECT SIGNS

76.1 Construction Manager shall construct a Project job sign as indicated and described on Site Sign Detail. Construction Manager shall coordinate location of sign with Owner's representative and install within 21 days after Owner's issuance of "Notice to Proceed." Any deletion/addition of lettering during the life of the Project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at final acceptance of project. With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract Documents, Construction Manager shall not display or permit to be displayed on or about the Project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

GC 77 PERFORMANCE AND PAYMENT BONDS/CHAPTER 558 OPT OUT

77.1 Within ten (10) calendar days following the Owner's action to approve this Contract, Construction Manager shall furnish Performance and Payment Bonds in form as set forth in Exhibit "D", written by a surety company acceptable to Owner. It is the Construction Manager's obligation to record a copy of the statutory Payment Bond in the Public Records of Broward County, Florida, and to otherwise comply with all applicable Florida laws.

77.2 As and to the extent that Chapter 558, F.S. is applicable to this Contract, both Owner and Construction Manager hereby expressly opt out, and elect not to be governed by its terms and provisions.

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 AMENDMENT OF WATER RATES PURSUANT TO SECTION 27-5 OF CHAPTER 27 OF THE CODE OF ORDINANCES ENTITLED “COMMENCEMENT OF CHARGES” TO UPDATE THE COMMERCIAL / SPRINKLERS / LAUNDROMATS COMPONENT OF THE RATE STRUCTURE

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-RESO-IRRIGTN-METER-RATES-CH27AMDMT-091422, R-2022- Amending Irrigation Meter Rates as Authorized by Ch. 27, Sec. 27-5, R-2022- Amending Irrigation Meter Rates as Authorized by Ch. 27, Sec. 27-5- Exhibit A



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: RESOLUTION AMENDING SECTION 27-50 OF CHAPTER 27 OF THE CODE OF ORDINANCES TITLED “DETERMINATION OF SEWER ASSESSMENT CHARGES BY RESOLUTION OF CITY COMMISSION” TO UPDATE THE COMMERCIAL/SPRINKLERS/LAUNDROMATS RATE COMPONENT

Request

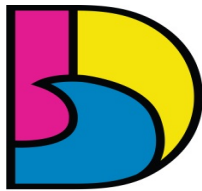
City administration is requesting the adoption of a resolution authorizing an amendment of Section 27-50 of Chapter 27 of the Code of Ordinances titled “rates and charges for consumption of water” to update the rates for the commercial/sprinklers/laundromats component.

Background

In May 2022 the City was issued a Water Use Permit (WUP) by the South Florida Water Management District (District) setting the municipal water supply requirements for the coming 20 years. The permit required a five-year process during which our specialized water use consultant demonstrated Dania Beach’s current and future water supply needs and availability based on historically low water consumption levels but taking into account future commercial development. The use of water for irrigation, while not prohibited when using a regular, metered water source (which includes sewer fees), has not been encouraged for over a decade. This is evidenced by the relatively low number of “irrigation” meters issued citywide as well as the almost total discontinuation of their issuance over the past several years. This has also contributed to the low level of water use by Dania Beach residents and commercial properties.

On July 12, 2022 the Public Services Department presented an overview of the situation concerning irrigation meters and the potential impact they could have on our water supply as well as the WUP. Included in the presentation were proposed rates for irrigation meters as well as environmentally friendly alternatives for irrigation water sources such as water wells and cisterns. Upon obtaining consensus from the Commission, PSD worked to propose an amendment (required via resolution) to the ordinance within Chapter 27 to update the irrigation meter rates and begin to permit these meters. Note that these rates *have not been increased in 10 years*. The attached

\continued...



resolution therefore supersedes parts of the December 2010 resolution (No. 2010-205) which set various water rates for the years 2011 and 2012. As part of the irrigation meter request review, requestors will be strongly encouraged to consider alternatives water sources or ways to reduce their irrigation needs. One of these alternatives is the use of Xeroscape landscaping, which requires a very low amount of irrigation. An item concerning this type of landscaping is included (by the Community Development Department) in tonight's agenda.

Budgetary Impact

The impact on revenues cannot be estimated at this time, since the actual number of irrigation meters to be issued and corresponding consumption is not known. Issuance of an irrigation meter will result in an increase in revenue according to the size of the meter and actual water consumption.

Recommendation

PSD recommends the adoption of the attached resolution authorizing the change in the fees for irrigation meters from the 2012 rates.

RESOLUTION NO. 2022-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AMENDMENT OF WATER RATES PURSUANT TO SECTION 27-5 OF CHAPTER 27 OF THE CODE OF ORDINANCES ENTITLED “COMMENCEMENT OF CHARGES” TO UPDATE THE COMMERCIAL / SPRINKLERS / LAUNDROMATS COMPONENT OF THE RATE STRUCTURE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City successfully submitted an application for a required Water Use Permit (Permit) from the South Florida Water Management District (SFWMD) and was granted said permit in May 2022; and

WHEREAS, the five-year process to obtain the Permit required that the City demonstrate that sufficient water supply will be available to meet demand over the coming two decades; and

WHEREAS, the permit application’s analysis presented to the SFWMD took into account the City’s historically low overall water use, which is in large part driven by the limited use of water for landscape irrigation purposes; and

WHEREAS, to address the future requests for water meters specifically designated for irrigation, the Public Services Department worked in conjunction with the Finance Department and the consultant that prepared the Permit application; and

WHEREAS, based on the above work, PSD recently presented proposed rates for irrigation meters, adjusting them upwards and considering the City’s current water supply sources, demand, and the specifics of the Permit granted by the SFWMD; and

WHEREAS, the City Administration was directed to proceed with amendment of water meter rates pursuant to Resolution, as authorized by Section 27-5 of the City’s Code of Ordinances;

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

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

Section 2. That the proper City officials are authorized to approve the amendment to the water rates, as authorized pursuant to Section 27-5 entitled “Commencement of Charges”, as specified in Exhibit “A”, which is attached to and incorporated by reference into this Resolution.

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

Section 4. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**APPENDIX A
CITY OF DANIA BEACH
2010 WATER AND WASTEWATER RATE STUDY
WATER SYSTEM**

WATER RATES

<u>Description</u>	<u>January 31, 2011</u>	<u>Effective Dates</u> City Billings Issued on or After		
		<u>Oct. 1, 2011</u>	<u>Oct. 1, 2012</u>	<u>Oct. 1, 2022</u>
Effective Date	January 31, 2011	Oct 1, 2011	Oct. 1, 2012	<u>Oct. 1, 2022</u>
WATER RATES: Monthly				
Proposed Rate = % Adjustment	6%	8%	7%	<u>7%</u>
Residential/Condominiums:				
Water Base Rate per ERU				
All Meters (presently \$11.81)	\$12.50	\$13.60	\$14.55	<u>\$14.55</u>
Water Consumption Rate per 1,000 gallons (per ERU)				
All Meters				
0 to 5,000 Gallons	\$3.54	\$3.82	\$4.09	<u>\$4.09</u>
5,001 to 14,000 Gallons	\$5.67	\$ 6.11	\$6.54	<u>\$6.54</u>
Over 14,000 Gallons	\$7.09	\$7.64	\$8.17	<u>\$8.17</u>

Commercial/Sprinklers/Laundromats:

Water Base Rate per ERU

Water Meter Size (inches)				
5/8"	\$12.50	\$13.60	\$14.55	
1"	\$24.08	\$26.20	\$28.03	
1 1/2"	\$43.39	\$47.20	\$50.51	
2"	\$66.56	\$71.41	\$77.48	
Up to 1"				\$25.82
3"	\$128.35	\$139.62	\$149.39	\$149.39
4"	\$197.86	\$215.23	\$230.30	\$230.30
6"	\$390.95	\$425.27	\$455.04	\$455.04

Water Consumption Rate per 1,000 gallons (per ERU)

Water Meter Size (inches)*

5/8" Meter				
0 to 5,000 Gallons	\$3.66	\$3.94	\$4.22	
5,001 to 14,000 Gallons	\$5.85	\$6.30	\$6.74	
Over 14,000 Gallons	\$7.31			
	\$7.88	\$8.43		
				\$8.51, per 1,000 gallons

*A \$1,550 impact fee is also due for the new meter installation.

1" Meter

0 to 12,000 Gallons	\$3.66	\$3.94	\$4.22	\$4.22
12,001 to 35,000 Gallons	\$5.85	\$6.30	\$6.74	\$6.74
Over 35,000 Gallons	\$7.31	\$7.88	\$8.43	\$8.43

1.5" Meter

0 to 25,000 Gallons	\$3.66	\$3.94	\$4.22	\$4.22
25,001 to 70,000 Gallons	\$5.85	\$6.30	\$6.74	\$6.74
Over 70,000 Gallons	\$7.31	\$7.88	\$8.43	\$8.43

2" Meter

0 to 40,000 Gallons	\$3.66	\$3.94	\$4.22	\$4.22
40,001 to 112,000 Gallons	\$5.85	\$6.30	\$6.74	\$6.74
Over 112,000 Gallons	\$7.31	\$7.88	\$8.43	\$8.43

3" Meter

0 to 80,000 Gallons	\$3.66	\$3.94	\$4.22	<u>\$4.22</u>
80,001 to 224,000 Gallons	\$5.85	\$6.30	\$6.74	<u>\$6.74</u>
Over 224,000 Gallons	\$7.31	\$7.88	\$8.43	<u>\$8.43</u>

4" Meter

0 to 15,000 Gallons	\$3.66	\$3.94	\$4.22	<u>\$4.22</u>
125,001 to 350,000 Gallons	\$5.85	\$6.30	\$6.74	<u>\$6.74</u>
Over 350,000 Gallons	\$7.31	\$7.88	\$8.43	<u>\$8.43</u>

6" Meter

0 to 250,000 Gallons	\$3.66	\$3.94	\$4.22	<u>\$4.22</u>
250,001 to 700,000 Gallons	\$5.85	\$ 6.30	\$6.74	<u>\$6.74</u>
Over 700,000 Gallons	\$7.31	\$7.88	\$8.43	<u>\$8.43</u>

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Gaboton Group Lobbyist Services 2022-2023, R-2022- Gaboton Group, LLC Agreement for Federal Public Affairs Lobbyist and Legislative Services



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis** Digitally signed by Eve A. Boutsis
Date: 2022.09.01 11:50:36 -04'00'

SUBJECT: Renewal for an Agreement with Gaboton Group, LLC for
Lobbyist Services Pertaining to Federal Public Affairs and Legislative Issues

The Request

The renewal of the agreement with Gaboton Group, LLC for lobbyist services is presented for Commission review and consideration.

Background

The City has retained the lobbyist services of Gaboton Group, LLC for Federal Public Affairs and Legislative Services since September 2017. The Agreement would be effective beginning October 1, 2022 through September 30, 2023.

Budgetary Impact

The funding of a not to exceed annual amount of \$45,000.00 is planned and appropriated in the Fiscal Year 2021-2022 Commission budget, Professional Services Account Number: 001-11-01-511-31-10.

Recommendation

The renewal of the agreement is a City Commission decision.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Frank DiPaolo Director, Finance Department

RESOLUTION NO. 2022-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gaboton Group, LLC provides professional services in the fields of government and public affairs including legislative procedure and regulatory processes, public policy, federal appropriations, and grant programs administered by the federal government; and

WHEREAS, the City of Dania Beach, Florida (“City”) deems it in its best interest to retain Gaboton Group, LLC to provide such services; and

WHEREAS, Gaboton Group, LLC proposes to provide these services for a monthly retainer of Three Thousand Four Hundred Sixteen Dollars (\$3,416.00), not to exceed Forty-One Thousand Dollars (\$41,000.00) plus out-of-pocket expenses approved by the City Manager not to exceed a total of Four Thousand Dollars (\$4,000.00) for a period beginning October 1, 2022 through September 30, 2023;

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

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

Section 2. That the City Commission authorizes an Agreement with Gaboton Group, LLC for an annual amount not to exceed Forty One Thousand Dollars (\$41,000.00) for the retainer fees and a sum not to exceed Four Thousand Dollars (\$4,000.00) for reimbursable expenses; further, the proper City Officials are authorized to execute an agreement, a copy of which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference, for such services and expenses; provided, however that no agreement will be effective unless and until it has been executed by all parties.

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

Section 4. That funding for the public affairs and legislative services are planned and appropriated in the Fiscal Year 2022-2023 budget General Fund City Commission Professional Services Account No. 001-11-00-511-31-10.

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

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

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DANIA BEACH, FLORIDA, AND THE GABOTON GROUP, LLC.**

The following is an agreement (this "Agreement") between the City of Dania Beach, Florida, and the firm The Gaboton Group, LLC, hereinafter referred to as "The Gaboton Group".

WHEREAS, The Gaboton Group provides professional services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government; and

WHEREAS, the City of Dania Beach deems it in its best interest to employ The Gaboton Group to provide the City with services in the field of federal government and public affairs consulting, including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. **PROFESSIONAL SERVICES TO BE PROVIDED:** The Gaboton Group will consult and advise City officials and staff, as requested, on Federal government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government, including but not limited to:
1. Developing strategies to obtain and maximize Federal funding for Transportation and Infrastructure, Economic Development, Law Enforcement, Emergency Response, Educational and Technological Related Activities, including Shore Restoration Initiatives mutually agreed to in writing by the City and The Gaboton Group.
 2. Coordinating the City's Federal appropriations, authorizations, grants, legislation and policy related activities with the United States Congress and Federal agencies.

3. Access to The Gaboton Group's new Grant Services Department and to assist the City to secure federal grant funding from federal agencies in Washington DC.
 4. Monitor trends and priorities amongst the federal agencies, and The Gaboton Group will work to refine City grant proposals and insure they reflect City Administration funding objectives.
 5. Maintain direct contact with Congressional Delegation members, and their staff in Washington and Florida.
 6. Coordinate and convene local meetings with staff from the offices of Representative Debbie Wasserman-Schultz, Senator Marco Rubio and Senator Rick Scott to update the City on legislation and policy.
 7. Maintain contact with key officials from the United States House of Representatives and Senate on issues and interests involving the City.
 8. Assisting to maintain contact with key officials from the Florida State legislature, and Committees staff, on issues and interests involving the City.
 9. Advocating City's interests to Federal Departments and Agencies as necessary; and
 10. Two site visits per year to update and brief key City Officials and representatives on legislative activity and progress.
- B. **PAYMENT:** The parties have determined the most efficient and economical method to compensate for The Gaboton Group's services to be provided is by a monthly retainer with a not to exceed annual contract amount of Forty-One Thousand Dollars (\$41,000.00). The monthly retainer shall be deemed earned by The Gaboton Group upon the City being invoiced by The Gaboton Group.
- (i) **MONTHLY RETAINER:** The Gaboton Group's compensation for the services provided hereunder shall be \$3,416.00 per month. The Gaboton Group shall submit the monthly \$3,416.00 fee invoice at the first of each month, beginning on October 1, 2021.
 - (ii) **EXPENSES:** The fees described in subsection (i) above include two (2) visits by The Gaboton Group personnel to the client offices. Such fees do not include, however, payment (reimbursement) for expenses incurred by The Gaboton Group, if any, in connection with (1) visits to the Client's offices in excess of the number of visits set forth in the foregoing sentence, and (2) out-of-town travel undertaken by The Gaboton Group personnel at the advance written request of the client. Any reasonable and necessary

costs incurred by The Gaboton Group in connection with such additional visits and out-of-town travel shall be paid (or reimbursed) by the Client upon presentation of reasonable back-up documentation; provided, however, no such expense shall exceed a maximum of Four Thousand Dollars (\$4,000.00) for the term of the Agreement.

PART II GENERAL PROVISIONS

- A. **COOPERATION:** The City of Dania Beach will cooperate, participate in meetings, and provide any information and documentation as may be reasonably requested by The Gaboton Group to enable the Firm to provide professional services.
- B. **STATUS OF THE GABOTON GROUP, LLC:** The parties intend that The Gaboton Group, in performing its services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Gaboton Group is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City of Dania Beach provides to its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS:** All notices, invoices, and payments shall be made in writing and shall be given by electronic mail, U.S. mail or personal delivery. Notices, bills and payments sent by mail must be addressed as follows:

City of Dania Beach: Ana M. Garcia, ICMA-CM
City Manager
100 West Dania Beach Boulevard
Dania Beach, FL 33004
(954) 924-6800

The Gaboton Group: The Gaboton Group, LLC
601 Pennsylvania Avenue, NW
South Building, Suite 900
Washington, DC 20004
(202) 220-3151

- D. **NON-DISCRIMINATION:** The Gaboton Group shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination

in employment related to race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

COMPLIANCE: The Gaboton Group and the City of Dania Beach shall comply with the Lobbying Disclosure Act and all amendments and the Honest Leadership and Open Government Act of 2007.

- E. **TERM OF AGREEMENT:** This Agreement shall become effective October 1, 2022 and shall terminate on September 30, 2023 or upon 30 days' written notice by either party to the other with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, in special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- G. **ATTORNEY'S FEES; COSTS; VENUE:** In the event that either party shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent and agree to the jurisdiction and venue of state and federal courts in Broward County, Florida.
- H. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both The Gaboton Group and the City of Dania Beach, Florida. **This Agreement may be extended by advance written mutual agreement.**

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement
on _____, 2022.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO LEGAL FORM:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by Joshua J. Gaboton, Jr. as President of The Gaboton Group, LLC, on behalf of the company. He is personally known to me or has produced _____ as identification.

My Commission Expires:

CONSULTANT:

The Gaboton Group, LLC

Signature

Joshua J. Gaboton

PRINT Name

President

Title

Dated: _____, 2022

Notary Public, State of _____

Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING THE CITY CODE OF ORDINANCES RELATING TO THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM; AMENDING CHAPTER 18, ENTITLED "PENSION AND RETIREMENT", AT ARTICLE IV, ENTITLED "POLICE AND FIREMEN", AT SECTION 18-42, ENTITLED "BENEFIT AMOUNTS AND ELIGIBILITY", TO PROVIDE FOR AN ADDITIONAL POLICE AND FIREFIGHTERS RETIREMENT BENEFIT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Ordinance, Impact Statement



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

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer  Frank DiPaolo
2022.09.06 16:20:53
-04'00'

SUBJECT: An Ordinance amending the City Code of Ordinances relating to the Police and Firefighters Retirement System

REQUEST

The Finance Department requests approval of an Ordinance amending the City Code of Ordinances relating to the Police and Firefighters Retirement System.

BACKGROUND

The Police and Firefighter Pension (PFP) is closed pension plan with a number of active participants and retirees receiving benefits. The plan has been closed for new members since the City's fire rescue and EMS merged with Broward Sheriff's Office (BSO) around 2011.

Based on the preliminary actuarial valuation performed by Gabriel, Roeder, Smith & Company (GRS), which utilized the same assumptions as used in prior valuations, the plan has a funded ratio of 104.6%. This is due to a combination of factors, including strong return on plan assets and a five-year amortization of the unfunded liability which ended last fiscal year. Although this is a great accomplishment for the pension and the City, it may cause the plan to forfeit future State of Florida Chapter 175/185 Premium Tax funding and annual contributions from BSO.

Therefore, the Pension Board requested that the actuary prepare an analysis of potential changes to the actuarial assumptions used in preparing the valuation and additional pension benefits that would bring the funded ratio below 100%.

The actuary conducted the analysis using the following changes in assumptions and benefits:

- ***Reduce the assumed annual investment return rate from 6.25% to 5.75%:*** lowering the annual investment return rate is critical, since it is generally understood that 6.25% is higher than actual historical returns it should be reduced over time.
- ***Fresh start the actuarial value of assets (actuarial value set equal to market value) effective as of October 1, 2021:*** this means the valuation calculations use the full market value of assets and that both future gains and losses will not be recognized in a single year but spread out over

time, providing stability to the value of assets ensuring there are not large swings in gains or losses seen in the valuation.

- ***Adding a \$416.67 monthly (\$5,000 per year) supplemental benefit effective October 1, 2022, payable for the lifetime of any retirees, surviving joint pensioners, or DROP participants who are then receiving benefits:*** this was requested by the Pension Board due to the current inflationary environment and because retirees have not received a cost-of-living adjustment to their monthly benefit in twenty years.

The actuarial effect of these changes is a reduction in the funded ratio from 104.6% to 99.6%. The Finance Department and City Manager have discussed the proposed changes with the Pension Board, Pension Administrator, and Actuary and support this change in assumptions and additional benefit.

The additional benefit requires that the pension plan be amended via City Ordinance.

ATTACHMENTS

Ordinance

Actuarial Impact Statement prepared by Gabriel, Roeder, Smith & Company

BUDGETARY IMPACT

The proposed changes reduce the City's contribution for FY2022-23 from \$246,544 to \$111,358, a savings of \$135,186.

RECOMMENDATION

Approve the Ordinance amending the City Code of Ordinances relating to the Police and Firefighters Retirement System.

ORDINANCE NO. 2022-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES RELATING TO THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM; AMENDING CHAPTER 18, ENTITLED “PENSION AND RETIREMENT”, AT ARTICLE IV, ENTITLED “POLICE AND FIREMEN”, AT SECTION 18-42, ENTITLED “BENEFIT AMOUNTS AND ELIGIBILITY”, TO PROVIDE FOR AN ADDITIONAL POLICE AND FIREFIGHTERS RETIREMENT BENEFIT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach (the “City”) has established the City of Dania Beach Police and Firefighters’ Retirement System (the “System”) in accordance with Chapters 175 and 185, Florida Statutes; and

WHEREAS, the trustees of the City of Dania Beach Police & Firefighters’ Retirement System have requested and approved the proposed amendment as being in the best interests of the participants and beneficiaries and also consider that the amendment improves the administration of the plan; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the proposed amendments provided for within this Ordinance;

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 18, entitled “Pension And Retirement”, at Article IV, entitled “Police And Firemen”, at Section 18-42, “Benefit amounts and eligibility,” is amended as follows:

CHAPTER 18

PENSION AND RETIREMENT

ARTICLE IV. POLICE AND ~~FIREMEN~~ FIREFIGHTERS

* * *

Sec. 18-42. Benefit amounts and eligibility.

* * *

Proposed additions to existing City Code text are indicated by underline; proposed deletions from existing City Code text are indicated by ~~striketrough~~.

(13) Additional Retirement Benefit.

- (a) Effective October 1, 2022, all police and firefighter retirees and police and firefighters and DROP participants who are then receiving benefits or DROP account credits shall receive an additional monthly benefit of four-hundred sixteen dollars and sixty-seven cents (\$416.67) payable for his or her lifetime.
- (b) Effective October 1, 2022, all police and firefighter employees who retire on after October 1, 2022, shall receive an additional monthly benefit of four-hundred sixteen dollars and sixty-seven cents (\$416.67) payable for his or her lifetime, only. Police and firefighter survivors are not entitled to this additional benefit.

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 on adoption; however, the provisions of this ordinance that are specified to take effect as of a date certain shall take effect as of the date specified within this Ordinance.

PASSED on first reading on September 14, 2022.

PASSED AND ADOPTED on second reading on September ____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



June 23, 2022

Ms. Cathy David
Administrator
City of Dania Beach Police & Firefighters'
Retirement System
101 S.W. 1st Street, #111
Dania Beach, Florida 33004

Re: Dania Beach Police and Firefighters Retirement System (Plan) – Actuarial Impact Statement

Dear Cathy:

As requested, we have prepared the enclosed Actuarial Impact Statement measuring the first-year financial impact of the proposed ordinance which would amend the Plan by adding a \$416.67 monthly (\$5,000 per year) supplemental benefit effective October 1, 2022, payable for the lifetime of any retirees, surviving joint pensioners, or DROP participants who are then receiving benefits. Employees who retire or enter the DROP after October 1, 2022 would also be entitled to the \$416.67 monthly supplemental benefit payable for the employees' lifetimes, beginning on their benefit commencement dates.

Summary of Findings

The enclosed exhibits present the impact of the proposed plan changes. As shown on the exhibits, the proposed ordinance would:

- Cause the total required employer contribution for FYE 2023 (before offsetting for expected BSO and State money) to increase by \$206,206.
- Cause the estimated net City contribution (net of estimated BSO and State money) for FYE 2023 to increase by \$82,151, assuming full payment on October 1, 2022.
- Increase the Unfunded Actuarial Accrued Liability as of October 1, 2022 by \$4,244,847, from (\$3,932,416) to \$312,431.
- Decrease the Funded Ratio of the Plan as of October 1, 2022 by 5.0%, from 104.6% to 99.6%.
- Increase the Actuarial Present Value of Projected Benefits as of October 1, 2022 by \$4,340,744. This represents the total increase in benefit payments expected to be distributed from the Plan's trust in today's dollars. This assumes all of the actuarial assumptions are met each year.

The impact was measured by an actuarial valuation performed as of October 1, 2021, reflecting the assumptions expected to be used in the October 1, 2021 actuarial valuation report to be released in the next few months. Because the actuarial valuation date is October 1, 2021, this report does not reflect any investment experience gains or losses that have occurred since that date.

Key assumptions and methods used in this Actuarial Impact Statement include the following:

- 5.75% annual investment return assumption (down from 6.25% used in the October 1, 2020 actuarial valuation report).

- A fresh start of the actuarial value of assets (actuarial value set equal to market value) effective as of October 1, 2021.
- Mortality rates from the July 1, 2020 FRS actuarial valuation report.
- 7-year period used to amortize the change in the actuarial accrued liability due to the plan change for Firefighters.
- 5-year period used to amortize the change in the actuarial accrued liability due to the plan change for Police Officers.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. The assumptions used to determine the contribution requirement and accrued liability in this report are the same as those used in the October 1, 2020 Actuarial Valuation Report dated May 14, 2021, with two exceptions:

- The assumed annual investment return rate was reduced from 6.25% to 5.75%.
- A fresh start of the actuarial value of assets (actuarial value set equal to market value) was performed effective as of October 1, 2021.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. Please refer to the October 1, 2020 Actuarial Valuation Report dated May 14, 2021 for additional discussions regarding the risks associated with measuring the accrued liability and the actuarially determined contribution.

The scope of this supplemental valuation does not include an analysis of the potential range of such future measurements or a quantitative measurement of the future risks of not achieving the assumptions. In certain circumstances, detailed or quantitative assessments of one or more of these risks as well as various plan maturity measures and historical actuarial measurements may be requested from the actuary. Additional risk assessments are generally outside the scope of an Actuarial Impact Statement. Additional assessments may include stress tests, scenario tests, sensitivity tests, stochastic modeling, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability.

Disclosures

This report was prepared at the request of the Pension Board and is intended for use by the Pension Board and the City of Dania Beach and those designated or approved by the City or Board. This report may be provided to others only in its entirety and only with the permission of the City and Board.

This report is intended to describe the financial effect of the proposed plan changes on the retirement system. Except as otherwise noted, potential effects on other benefit plans were not considered. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or



Ms. Cathy David

June 23, 2022

Page 3

in opposition to them. This report should not be relied on for any purpose other than the purpose described above. GRS is not responsible for unauthorized use of this report.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Except for the changes described herein, the actuarial assumptions, methods, and plan provisions utilized in these calculations are the same as those used in the Actuarial Valuation as of October 1, 2020, presented in our Report dated May 14, 2021. The census and financial data utilized in these calculations is the updated census and financial data as of October 1, 2021, provided by the Plan administrator for the October 1, 2021 actuarial valuation. A brief summary of the census data used is shown on last page of this report.

The date of the valuation was October 1, 2021. This means that the results of the supplemental valuation indicate how the October 1, 2021 valuation would have been impacted if the proposed benefit changes had taken effect on that date. Supplemental valuations do not predict the result of future actuarial valuations. Rather, supplemental valuations give an indication of the cost of the benefit change only without comment on the complete end result of future valuations.

If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Dina Lerner and Travis Robinson are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. They are independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,
Gabriel, Roeder, Smith & Company



Dina Lerner, ASA, MAAA, FCA
Enrolled Actuary No. 20-08236



Travis Robinson, ASA, MAAA, FCA
Enrolled Actuary No. 20-08351



SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

Dania Beach Police and Firefighters Retirement System

Valuation Date

October 1, 2021

Date of Report

June 23, 2022

Report Requested by

Board of Trustees

Prepared by

Dina Lerner and Travis Robinson

Group Valued

All active and inactive Police Officers and Firefighters participating in the Plan

Plan Changes being Considered for Change

The proposed ordinance would amend the Plan by adding a \$416.67 monthly (\$5,000 per year) supplemental benefit effective October 1, 2022, payable for the lifetime of any retirees, surviving joint pensioners, or DROP participants who are then receiving benefits. Employees who retire or enter the DROP after October 1, 2022 would also be entitled to the \$416.67 monthly supplemental benefit payable for the employees' lifetimes, beginning on their benefit commencement dates.

Actuarial Assumptions and Methods

The actuarial assumptions and methods are the same as those used in the October 1, 2020 Actuarial Valuation Report dated May 14, 2021, with two exceptions:

- The assumed annual investment return rate was reduced from 6.25% to 5.75%.
- A fresh start of the actuarial value of assets (actuarial value set equal to market value) was performed effective as of October 1, 2021.

Some of the key assumptions/methods are:

Investment Return:	5.75%
Salary Increase Rate:	6.00% per year, including inflation
Mortality Table:	The same versions of PUB-2010 Headcount-Weighted Mortality Tables as used by the Florida Retirement System (FRS) for Special Risk Class Members in the July 1, 2020 actuarial valuation.

Amortization Period for Unfunded Actuarial Accrued Liability

5 years for Police Officers and 7 years for Firefighters



Financing of Unfunded Actuarial Accrued Liability

Level Dollar

Summary of Data Used in Report

See attached page.

Actuarial Impact of Proposal(s)

See attached page(s).

Special Risks Involved with the Proposal That the Plan Has Not Been Exposed to Previously

None

**ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)
POLICE AND FIRE COMBINED**

A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. ADEC to Be Paid During Fiscal Year Ending (Contribution Year)	9/30/2023	9/30/2023	
C. Assumed Dates of Employer Contributions	City: October 1st BSO: Quarterly	City: October 1st BSO: Quarterly	
D. Annual Payment to Amortize Unfunded Actuarial Liability	\$ 0	\$ 165,174	\$ 165,174
E. Employer Normal Cost	510,094	544,929	34,835
F. ADEC if Paid on the Valuation Date: D+E	510,094	710,103	200,009
G. ADEC Adjusted for Timing of City, State, and BSO Payments	527,134	733,340	206,206
H. ADEC as % of Covered Payroll	N/A %	N/A %	N/A %
I. Expected Covered Payroll for Contribution Year*	1,212,512	1,212,512	0
J. Estimated BSO Contribution	497,927 **	497,927 **	0
K. Estimated Chapter 175/185 Credit in Contribution Year	0 ***	191,945 **	191,945
L. Estimated Net City Contribution Expected on October 1, 2022	29,207	111,358	82,151
M. Estimated Net City Contribution as % of Covered Payroll in Contribution Year: L / I	N/A %	N/A %	N/A %

* Excludes picked-up member contributions.

** These amounts may be lower depending on the agreement between the BSO and the City, and on whether State money continues to be received in FYE 2023 (and does not fall below this amount).

*** Assumes no Chapter 175/185 money is received due to the plan being fully funded per Chapter 175.371(2), F.S. and Chapter 185.38(2), F.S.



ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC) -- POLICE

A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. ADEC to Be Paid During Fiscal Year Ending (Contribution Year)	9/30/2023	9/30/2023	
C. Assumed Dates of Employer Contributions	City: October 1st BSO: Quarterly	City: October 1st BSO: Quarterly	
D. Annual Payment to Amortize Unfunded Actuarial Liability	\$ 0	\$ 0	\$ 0
E. Employer Normal Cost	0	0	0
F. ADEC if Paid on the Valuation Date: D+E	0	0	0
G. ADEC Adjusted for Timing of City, State, and BSO Payments	0	0	0
H. ADEC as % of Covered Payroll	N/A %	N/A %	N/A %
I. Expected Covered Payroll for Contribution Year	0	0	0
J. Estimated BSO Contribution	0	0	0
K. Estimated Chapter 185 Credit in Contribution Year	0 *	67,890 **	67,890
L. Estimated Net City Contribution Expected on October 1, 2022	0	0	0
M. Estimated Net City Contribution as % of Covered Payroll in Contribution Year: L / I	N/A %	N/A %	N/A %

*Assumes no Chapter 185 money is received due to the plan being fully funded per Chapter 185.38(2), F.S.

** Assumes Chapter 185 money continues to be received in FYE 2023 and does not fall below this amount.



ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC) -- FIRE

A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. ADEC to Be Paid During Fiscal Year Ending (Contribution Year)	9/30/2023	9/30/2023	
C. Assumed Dates of Employer Contributions	City: October 1st BSO: Quarterly	City: October 1st BSO: Quarterly	
D. Annual Payment to Amortize Unfunded Actuarial Liability	\$ 0	\$ 165,174	\$ 165,174
E. Employer Normal Cost	510,094	544,929	34,835
F. ADEC if Paid on the Valuation Date: D+E	510,094	710,103	200,009
G. ADEC Adjusted for Timing of City, State, and BSO Payments	527,134	733,340	206,206
H. ADEC as % of Covered Payroll	43.47 %	60.48 %	17.01 %
I. Expected Covered Payroll for Contribution Year*	1,212,512	1,212,512	0
J. Estimated BSO Contribution	497,927 **	497,927 **	0
K. Estimated Chapter 175 Credit in Contribution Year	0 ***	124,055 **	124,055
L. Estimated Net City Contribution Expected on October 1, 2022	29,207	111,358	82,151
M. Estimated Net City Contribution as % of Covered Payroll in Contribution Year: L / I	2.41 %	9.18 %	6.77 %

* Excludes picked-up member contributions.

** These amounts may be lower depending on the agreement between the BSO and the City, and on whether State money continues to be received in FYE 2023 (and does not fall below this amount).

***Assumes no Chapter 175 money is received due to the plan bein fully funded per Chapter 175.371(2), F.S.



ACTUARIAL VALUE OF BENEFITS AND ASSETS
POLICE AND FIRE COMBINED

A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	\$ 15,935,034	\$ 16,564,573	\$ 629,539
b. Vesting Benefits	-	-	-
c. Disability Benefits	352,176	366,576	14,400
d. Preretirement Death Benefits	78,906	78,906	-
e. Return of Member Contributions	-	-	-
f. Total	16,366,116	17,010,055	643,939
2. Inactive Members			
a. Service Retirees & Beneficiaries	67,620,284	70,985,611	3,365,327
b. Disability Retirees	2,738,415	3,069,893	331,478
c. Terminated Vested Members	-	-	-
d. Total	70,358,699	74,055,504	3,696,805
3. Total for All Members	86,724,815	91,065,559	4,340,744
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	84,928,311	89,173,158	4,244,847
D. Plan Assets			
1. Market Value	88,860,727	88,860,727	-
2. Actuarial Value	88,860,727	88,860,727	-
E. Unfunded Actuarial Accrued Liability	(3,932,416)	312,431	4,244,847
F. Funded Ratio: D2/C	104.6 %	99.6 %	(5.0) %
G. Actuarial Present Value of Projected Covered Payroll	3,446,129	3,446,129	-
H. Actuarial Present Value of Projected Member Contributions	847,748	847,748	-
I. Accumulated Contributions of Active Members	3,570,567	3,570,567	-

ACTUARIAL VALUE OF BENEFITS AND ASSETS -- POLICE

A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	\$ -	\$ -	\$ -
b. Vesting Benefits	-	-	-
c. Disability Benefits	-	-	-
d. Preretirement Death Benefits	-	-	-
e. Return of Member Contributions	-	-	-
f. Total	-	-	-
2. Inactive Members			
a. Service Retirees & Beneficiaries	5,860,190	6,465,863	605,673
b. Disability Retirees	434,131	514,844	80,713
c. Terminated Vested Members	-	-	-
d. Total	6,294,321	6,980,707	686,386
3. Total for All Members	6,294,321	6,980,707	686,386
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	6,294,321	6,980,707	686,386
D. Plan Assets			
1. Market Value	7,501,483	7,501,483	-
2. Actuarial Value	7,501,483	7,501,483	-
E. Unfunded Actuarial Accrued Liability	(1,207,162)	(520,776)	686,386
F. Funded Ratio: D2/C	119.2 %	107.5 %	(11.7) %
G. Actuarial Present Value of Projected Covered Payroll	-	-	-
H. Actuarial Present Value of Projected Member Contributions	-	-	-
I. Accumulated Contributions of Active Members	-	-	-

ACTUARIAL VALUE OF BENEFITS AND ASSETS -- FIRE

A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	\$ 15,935,034	\$ 16,564,573	\$ 629,539
b. Vesting Benefits	-	-	-
c. Disability Benefits	352,176	366,576	14,400
d. Preretirement Death Benefits	78,906	78,906	-
e. Return of Member Contributions	-	-	-
f. Total	16,366,116	17,010,055	643,939
2. Inactive Members			
a. Service Retirees & Beneficiaries	61,760,094	64,519,748	2,759,654
b. Disability Retirees	2,304,284	2,555,049	250,765
c. Terminated Vested Members	-	-	-
d. Total	64,064,378	67,074,797	3,010,419
3. Total for All Members	80,430,494	84,084,852	3,654,358
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	78,633,990	82,192,451	3,558,461
D. Plan Assets			
1. Market Value	81,359,244	81,359,244	-
2. Actuarial Value	81,359,244	81,359,244	-
E. Unfunded Actuarial Accrued Liability	(2,725,254)	833,207	3,558,461
F. Funded Ratio: D2/C	103.5 %	99.0 %	(4.5) %
G. Actuarial Present Value of Projected Covered Payroll	3,446,129	3,446,129	-
H. Actuarial Present Value of Projected Member Contributions	847,748	847,748	-
I. Accumulated Contributions of Active Members	3,570,567	3,570,567	-

CALCULATION OF EMPLOYER NORMAL COST POLICE AND FIRE COMBINED			
A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. Normal Cost for			
1. Service Retirement Benefits	\$ 533,157	\$ 559,471	\$ 26,314
2. Vesting Benefits	29,460	33,936	4,476
3. Disability Benefits	50,055	54,100	4,045
4. Preretirement Death Benefits	10,690	10,690	-
5. Return of Member Contributions	<u>8,164</u>	<u>8,164</u>	<u>-</u>
6. Total for Future Benefits	631,526	666,361	34,835
7. Assumed Amount for Administrative Expenses	<u>176,846</u>	<u>176,846</u>	<u>-</u>
8. Total Normal Cost	808,372	843,207	34,835
As % of Covered Payroll	66.67 %	69.54 %	2.87 %
C. Expected Member Contribution	298,278	298,278	-
As % of Covered Payroll	24.60 %	24.60 %	0.00 %
D. Employer Normal Cost: B8-C	510,094	544,929	34,835
As % of Covered Payroll	42.07 %	44.94 %	2.87 %

CALCULATION OF EMPLOYER NORMAL COST -- POLICE			
A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. Normal Cost for			
1. Service Retirement Benefits	\$ -	\$ -	\$ -
2. Vesting Benefits	-	-	-
3. Disability Benefits	-	-	-
4. Preretirement Death Benefits	-	-	-
5. Return of Member Contributions	-	-	-
6. Total for Future Benefits	-	-	-
7. Assumed Amount for Administrative Expenses	-	-	-
8. Total Normal Cost	-	-	-
As % of Covered Payroll	N/A %	N/A %	N/A %
C. Expected Member Contribution	-	-	-
As % of Covered Payroll	N/A %	N/A %	N/A %
D. Employer Normal Cost: B8-C	-	-	-
As % of Covered Payroll	N/A %	N/A %	N/A %

CALCULATION OF EMPLOYER NORMAL COST -- FIRE			
A. Valuation Date	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>	<i>Increase/ (Decrease)</i>
B. Normal Cost for			
1. Service Retirement Benefits	\$ 533,157	\$ 559,471	\$ 26,314
2. Vesting Benefits	29,460	33,936	4,476
3. Disability Benefits	50,055	54,100	4,045
4. Preretirement Death Benefits	10,690	10,690	-
5. Return of Member Contributions	<u>8,164</u>	<u>8,164</u>	<u>-</u>
6. Total for Future Benefits	631,526	666,361	34,835
7. Assumed Amount for Administrative Expenses	<u>176,846</u>	<u>176,846</u>	<u>-</u>
8. Total Normal Cost	808,372	843,207	34,835
As % of Covered Payroll	66.67 %	69.54 %	2.87 %
C. Expected Member Contribution	298,278	298,278	-
As % of Covered Payroll	24.60 %	24.60 %	0.00 %
D. Employer Normal Cost: B8-C	510,094	544,929	34,835
As % of Covered Payroll	42.07 %	44.94 %	2.87 %

LIQUIDATION OF THE UNFUNDED ACTUARIAL ACCRUED LIABILITY

Current UAAL -- POLICE OFFICERS						
Original UAAL			Current UAAL	Amortization Payment		
Date	Source	Amount	Amount	Years Remaining	Before Changes	After Changes
10/1/2017	(Gain)/Loss	\$ 86,426	\$ 24,249	1	\$ 0*	\$ 0*
10/1/2018	(Gain)/Loss	71,024	37,604	2	19,327	19,327
10/1/2019	(Gain)/Loss	80,776	60,963	3	21,467	21,467
10/1/2019	Assumption Change	(298,811)	(225,517)	3	(79,412)	(79,412)
10/1/2020	(Gain)/Loss	(529,850)	(615,979)	9	(84,709)	(84,709)
10/1/2020	Assumption Change	236,237	274,638	9	37,768	37,768
10/1/2021	(Gain)/Loss	(240,954)	(240,954)	10	(30,592)	(30,592)
10/1/2021	Assumption Change	(522,166)	(522,166)	10	(66,296)	(66,296)
10/1/2021	Plan Change	686,386	686,386	5	N/A	153,039
		(430,932)	(520,776)		(182,447)	(29,408)

Current UAAL -- FIREFIGHTERS						
Original UAAL			Current UAAL	Amortization Payment		
Date	Source	Amount	Amount	Years Remaining	Before Plan Changes	After Plan Changes
10/1/2017	(Gain)/Loss	\$ 121,164	\$ 24,889	1	\$ 0*	\$ 0*
10/1/2018	(Gain)/Loss	377,595	151,349	2	77,789	77,789
10/1/2019	(Gain)/Loss	12,597	7,357	3	2,591	2,591
10/1/2019	Plan Change	(2,831)	(1,654)	3	(582)	(582)
10/1/2019	Assumption Change	(1,384,449)	(808,587)	3	(284,730)	(284,730)
10/1/2020	(Gain)/Loss	296,485	278,327	9	38,275	38,275
10/1/2020	Assumption Change	3,650,406	3,426,845	9	471,257	471,257
10/1/2021	(Gain)/Loss	(1,779,449)	(1,779,449)	10	(225,924)	(225,924)
10/1/2021	Assumption Change	(4,024,331)	(4,024,331)	10	(510,941)	(510,941)
10/1/2021	Plan Change	3,558,461	3,558,461	7	N/A	597,439
		825,648	833,207		(432,265)	165,174

***Note: this base has one payment remaining. The required payment of \$0 shown in these rows is for FYE 2023 (after the amortization base has already been paid off in full).**



PARTICIPANT DATA		
	October 1, 2021 <i>Before Plan Changes</i>	October 1, 2021 <i>After Plan Changes</i>
ACTIVE MEMBERS - POLICE		
Number	0	0
Covered Annual Payroll	\$ 0	\$ 0
Average Annual Payroll	\$ 0	\$ 0
Average Age	0.0	0.0
Average Past Service	0.0	0.0
Average Age at Hire	0.0	0.0
ACTIVE MEMBERS - FIRE		
Number	10	10
Covered Annual Payroll*	\$ 1,212,512	\$ 1,212,512
Average Annual Payroll*	\$ 121,251	\$ 121,251
Average Age	48.2	48.2
Average Past Service	22.4	22.4
Average Age at Hire	25.8	25.8
RETIREES, BENEFICIARIES & DROP		
Number	67	67
Annual Benefits	\$ 5,088,195	\$ 5,423,195
Average Annual Benefit	\$ 75,943	\$ 80,943
Average Age	63.7	63.7
DISABILITY RETIREES		
Number	10	10
Annual Benefits	\$ 307,731	\$ 357,731
Average Annual Benefit	\$ 30,773	\$ 35,773
Average Age	72.2	72.2
TERMINATED VESTED MEMBERS		
Number	0	0
Annual Benefits	\$ 0	\$ 0
Average Annual Benefit	\$ 0	\$ 0
Average Age	0.0	0.0

* Excludes picked-up member contributions.

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,” TO AMEND SECTION 2-10, ENTITLED “MONETARY THRESHOLDS FOR CERTAIN PURCHASES AND PAYMENT DISBURSEMENT AUTHORIZATIONS” TO INCREASE THE MONETARY THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00); ALSO, AMENDING SECTION 2-17, ENTITLED “ADVANCE CITY COMMISSION APPROVAL OF CAPITAL PROJECTS AND PURCHASES INVOLVING BIDDING”, TO INCREASE THE CAPITAL PROJECTS APPROVAL THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00) AND THE PROCESS FOR PROCURING SERVICES

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memorandum, Ordinance, Updated Policy



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

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer  Frank DiPaolo
2022.09.06 16:22:52
-04'00'

SUBJECT: An Ordinance amending the City Code of Ordinances relating purchase authorizations and monetary thresholds

REQUEST

The Finance Department requests approval of an Ordinance amending the City Code of Ordinances relating purchase authorizations and monetary thresholds

BACKGROUND

The City's 2021 adopted strategic plan provided for the update of all financial policies. The City's Procurement Policy was last updated in April 2019. Finance has conducted a comprehensive review of the policy and has identified several revisions that provide for streamlining of the procurement and invoicing process by minimizing paperwork and administrative procedures, while recognizing the current inflationary realities and the needs of various City departments.

The following is a summary of the substantive changes to the policy:

Changes to purchasing thresholds

- Under \$5,000: no purchase order required (previously \$2,500)
- \$5,000.01-\$10,000: 3 verbal/written quotes + Finance approval (previously \$2,500-\$5,000)
- \$10,000.01-\$50,000: 3 formal quotes + Finance and City Manager approval (previously \$5,000-\$25,000)
- Over \$50,000: formal solicitation and City Commission approval (previously \$25,000)

Change order approvals (subject to budget availability)

- Under \$25,000: Department Director + Finance approval
- \$25,000.01-\$100,000: City Manager
- Over \$100,000: City Commission

Vendor Management

- Local Preference Program allowing for Dania Beach businesses to receive additional points (optional for each bid)

- Vendor Rating System – ensures that we only do business and renew contracts with quality vendors

Other enhancements

- Expanded language for ‘piggybacking’
- Removal of requirement for City Clerk’s office to attend bid & proposal openings
- Update to composition of bid/evaluation committees: no less than 3, no more than 8 members
- Sole Source advertisement requirements updated to amended Florida Statutes
- Inclusion of Suspension and Debarment process
- Update of all end-user forms
- Interdepartmental Check Request process removed – invoices directly entered into New World
- Petty cash to be reimbursed in payroll

Additionally, for capital projects exceeding \$50,000 that are included in the capital improvement plan and for which a budget has been appropriated, there is no longer a requirement to obtain City Commission resolution approval before bidding the project.

Sections 2-10 and 2-17 of the City Code must be amended and therefore, the City Administration recommends approval of the attached Ordinance. The proposed changes will become effective October 1, 2022.

ATTACHMENTS

Ordinance
Amended Procurement Policy

BUDGETARY IMPACT

None.

RECOMMENDATION

Approve the Ordinance amending the City Code of Ordinances relating purchase authorizations and monetary thresholds.

ORDINANCE NO. 2022-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION,” TO AMEND SECTION 2-10, ENTITLED “MONETARY THRESHOLDS FOR CERTAIN PURCHASES AND PAYMENT DISBURSEMENT AUTHORIZATIONS” TO INCREASE THE MONETARY THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00); ALSO, AMENDING SECTION 2-17, ENTITLED “ADVANCE CITY COMMISSION APPROVAL OF CAPITAL PROJECTS AND PURCHASES INVOLVING BIDDING”, TO INCREASE THE CAPITAL PROJECTS APPROVAL THRESHOLD FROM TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) TO FIFTY THOUSAND DOLLARS (\$50,000.00) AND THE PROCESS FOR PROCURING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach desires to amend the City’s Code of Ordinances in order to increase monetary thresholds from Two Thousand Five Hundred Dollars (\$2,500.00) to Ten Thousand Dollars (\$10,000.00) pertaining to purchases made under the City Manager’s purchasing authorization; and

WHEREAS, the City of Dania Beach desires to amend the City’s Code of Ordinances in order to increase monetary thresholds from Twenty-Five Thousand Dollars (\$25,000.00) to Fifty Thousand Dollars (\$50,000.00) pertaining to both purchasing and capital improvement project;

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 are made a part of this Ordinance.

Section 2. That Section 2-10 of the City’s Code of Ordinances, entitled “Monetary thresholds for certain purchases and payment disbursement authorizations” is amended to read as follows:

CHAPTER 2 ADMINISTRATION

* * *

Sec. 2-10. Monetary thresholds for certain purchases and purchase ~~payment disbursement~~ authorizations.

Pursuant to the provisions of the City Charter (part III, article 3, section 4, subsections (j) and (l)), monetary thresholds are required to be established by ordinance for certain purchases made by the city commission, the city manager or both. In addition, monetary thresholds ~~are able to~~ shall be established for authorizations for city officials to sign checks, warrants and bonds dependent upon the amounts involved. Therefore, the following monetary thresholds are established:

- (a) For the purchase by the city manager of supplies, services, material and equipment with the exception of covered city insurance claim settlement payments, the monetary threshold or limitation is ~~twenty-five~~ fifty thousand dollars (\$~~25~~50,000.00). For purchases exceeding that amount, city commission authorization is required, as provided by the subsection 4(j) of article 3 of part III of the City Charter;
- (b) For any purchases exceeding one million dollars (\$1,000,000.00), a four-fifths ($\frac{4}{5}$) vote of the city commission shall be required;
- (c) For any check, warrant, payment or bond to be issued on behalf of the city, the city manager shall establish written administrative procedures for safeguarding of funds and issuance of the ~~payment disbursement~~ purchases. City payment disbursements, excluding scheduled debt payments, employment taxes and employee benefits, which exceed ~~two ten~~ ten thousand ~~five hundred~~ dollars (\$~~2,500.00~~10,000.00) shall require three (3) separate payment approvals by authorized city officials. Authorized city officials include the respective department director (or designee) associated with the payment request and at least two (2) of the following:
 - i. The city manager or assistant city manager;
 - ii. City finance director or assistant finance director;
 - iii. City clerk or deputy city clerk; or
 - iv. In an emergency the mayor, or in the absence of the mayor, the vice mayor.

Any such ~~payment~~ purchase which involves a dollar amount less than the threshold amount identified in this subparagraph shall require the payment approval of at least two (2) of the foregoing authorized city officials including the respective department director (or designee) associated with the ~~purchase~~ payment request.

Section 3. That Section 2-17 of the City’s Code of Ordinances, entitled “Advance city commission approval of capital projects and purchases involving bidding” is amended to read as follows:

CHAPTER 2 ADMINISTRATION

* * *

Sec. 2-17. Advance city commission approval of capital projects and purchases involving bidding.

The CRA and all city departments, divisions and city staff, prior to incurring costs or placing an item on a city commission or CRA agenda for formal city commission or CRA approval for competitive bidding or for waiver of bidding, shall obtain advance city commission or CRA conceptual approval ~~by resolution~~ of any proposed capital project or capital purchase. The inclusion of a capital project or capital purchase in the City’s capital improvement plan and associated appropriation(s)ed in the city or CRA budget approved by the city commission serves as advance approval for the purposes of this section. when bidding would otherwise be required (i.e., matters anticipated to cost twenty-five fifty thousand dollars (\$25,000.00) or more), for any of the foregoing matters. For any capital project or capital purchase anticipated to cost more than fifty thousand dollars (\$50,000.00) that has not been included in the capital improvement plan or appropriated in the city or CRA budget, city commission or CRA conceptual approval by resolution must be obtained in advance of competitive bidding. This resolution shall also identify all sources of planned funding including appropriations of available cash balances, loans and grants.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 6. That this ordinance shall be codified.

Section 7. That this Ordinance shall take effect on October 1, 2022.

PASSED on first reading on September 14, 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 PROCUREMENT POLICY

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1. Introduction

PURPOSE

The purpose of the City of Dania Beach Procurement Manual is to inform and instruct each Department, Division, and staff member involved in the purchasing process for the City. The various methods of procurement, duties and responsibilities involved in the purchase of supplies, materials, equipment and certain contractual services, standard purchase items below \$50,000.00 and purchases that exceed \$50,000.00 are addressed in this Manual.

This Manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. When an unusual situation occurs or a difficult legal problem arises, the City Manager may approve exceptions to this Policy, when in the best interest of the City, so long as the proposed exceptions are consistent with local, state, county and federal laws. The final authority for City purchasing procedures is compliance with the law itself.

POLICY STATEMENT

The policy contained in this Manual was developed under the authority of state law and local and City ordinances to maintain a high ethical standard for all Department directors and employees of the City. Failure to comply with the City's procurement procedures is subject to review by the City Manager and Chief Financial Officer.

The City shall make expenditures to promote the best interests of the citizens of Dania Beach. The City shall encourage free and unrestricted competition on all purchases, ensuring the taxpayers the best possible return on and use of their tax dollars.

GOALS AND OBJECTIVES OF CITY PROCUREMENT

The goals of City procurement are to purchase quality goods and services, obtain the best possible price for goods and services by use of an effective and efficient process, and guard against any misappropriation of any assets obtained.

DECENTRALIZED PURCHASING

The current policy of the City is to maintain a decentralized purchasing process, under the monitoring and supervision of the Chief Financial Officer. Each Department Head or authorized division head within this decentralized purchasing function shall be responsible for the function of procurement of sufficient and suitable materials, supplies, equipment, and services for their using Department of the City government, except as otherwise noted.

A fundamental rule of City procurement shall require review and approval of requested expenditures by the Finance Department before costs are incurred or orders placed. Individual Finance Department purchases exceeding \$10,000 shall be approved by the City Manager or designee.

PURCHASING TERMS AND DEFINITIONS

The purchasing profession uses various terms and definitions that may not be commonly used by other disciplines. As used in this Manual, the following terms shall mean: **After-the-Fact Purchase:** purchases are made by City personnel without going through the established approvals and procedures. Personnel will be required to submit a detailed explanation for non-compliance that will be reviewed by the Finance Department and approved by the City Manager or designee before a Purchase Order (PO) can be processed and payment issued to the vendor.

Agreement: All types of binding agreements, including purchase orders of the City of Dania Beach, regardless of what they may be called, for the purchasing of supplies, equipment, and contractual services.

Bid Award: Acceptance of a bid, offer, or proposal by the proper authority.

Change Order: An order for a change due to unanticipated conditions or developments, made to a contract which has not been completed and which do not alter the character of the work contracted for, and which does not vary from the original specification as to constitute a new undertaking.

City Attorney: The City Attorney of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

City Clerk: The City Clerk of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

City Commission: The City Commission of the City of Dania Beach, Florida.

City Manager: The City Manager of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

Chief Financial Officer: The Chief Financial Officer of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

Competitive Bids or Proposals: The solicitation submitted by responsive and qualified bidders or proposers as may be specified or required in an invitation to bid or request for proposals.

Consultants Competitive Negotiation Act (CCNA): The name for Section 287.055 of the Florida Statutes concerning the purchasing of architectural, professional engineering, landscape architecture, land surveying and mapping services.

Contract: All types of binding agreements, including purchase orders of the City of Dania Beach, regardless of what they may be called, for the purchasing of supplies and contractual services.

Contractual Services: The rendering of time and effort by a contractor rather than furnishing specific supplies. Contractual services shall not include exempt contractual services as more specifically identified in the Purchasing Ordinance.

Cooperative Purchasing: The purchasing conducted by or on behalf of more than one governmental entity.

City Standard: The City may establish a standard of a product, for aesthetics, efficiency in maintenance, and consistency of products. An established must be bid competitively and the subsequent procurements may be made under this qualification.

Emergency Procurement: A purchase made to alleviate a situation in which there is a threat to health, welfare, or safety of the City under certain conditions defined as an emergency by the City, that does not allow for normal, competitive purchasing procedures.

Formal Bid: A bid which must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened and announced at a specified time at a public opening.

General Services: Services such as janitorial, uniform cleaning, maintenance, and other services for which the performance of such activities does not require any unique skill, special background, or training.

Goods: Supplies or anything purchased or available for purchase, other than real property or services.

Governmental Agency: Any agency of the federal, state, county or local government.

Invitation to Bid (ITB): A written solicitation for competitive, sealed bids with the title, date, and time of the public bid opening designated in it and specifically defining the supplies or contractual services for which bids are sought. The Invitation to Bid shall be used when the City can establish precise specifications that define the scope of work for which a contractual service is required or that define the supplies required.

Notice of Award: The written notice by the City to the apparent successful bidder or proposer stating that upon compliance by the apparent successful bidder or proposer with

the conditions in the contract within the time specified, the City may sign and deliver the contract.

“Piggyback Contract”: The City may be authorized to enter into an agreement solicited and awarded by another agency to purchase goods or services. The awarding agency and vendor must grant permission for the City to take advantage of the awarded pricing and the solicitation must have occurred within eighteen (18) months from the date the City seeks to contract with the vendor or the bid was renewed within that time period.

Professional Services: Any services such as advice, instruction or specialized work performed by an auditor, attorney, doctor, architect, engineer, land surveyor, construction project manager, appraiser, expert, consultant or other professional service provider specifically qualified in a particular area. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone and may be procured by RFP and selected through competitive selection and negotiation. See CCNA Services above, as to state selection requirements.

Procurement Card or “P-Card”: A type of charge card issued to designated employees to provide for purchases of small dollar items that are difficult to plan for. This method of purchasing allows projects to continue without the delay of going through the regular check or purchase order process. Prescribed limits and permitted commodities are established for each authorized employee prior to receiving the card.

Purchase Order: A document that formalizes a purchase transaction with a vendor and conveys acceptance of the vendor’s proposal. A purchase order constitutes a contract between the City and the vendor and, as such, is a legal document.

Quotation: Informal solicitation of price, terms of sale, and description of goods or services to obtain competitive prices from multiple vendors, usually for purchases below the amount requiring formal bidding.

Requesting/User Department: Any City Department that uses any goods, services, equipment, or other purchases to be obtained in accordance with the policies outlined in this Manual.

Requests for Proposal (RFP): An RFP is a written solicitation for sealed proposals with the title, date and hour of public opening designated. A Request for Proposals shall include, but is not limited to, general information, functional or general specifications, and statement of work, proposal instructions and evaluation criteria.

Requests for Qualifications (RFQ): An RFQ is a formal invitation from the City to vendors to submit a statement of qualifications for the performance of specified services. The RFQ identifies the desired minimum qualifications for a firm or provider, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further

consideration.

Responsible Bidder or Responsible Proposer: A person who or business entity which has the capability in all respects to fully perform the contract requirements, who and which has the experience, ability, reliability, capacity, staff, facilities, equipment, financial resources and credit which provides a reasonable expectation of good faith performance.

Responsive Bidder or Responsive Proposer: A person who or business entity which submits a bid or proposal is determined to be responsive if the proposal is in substantial conformance with the conditions, completion or requirements and specifications identified in an Invitation to Bid, Request for Proposals or Request for Qualifications.

Single Source: Purchases from one selected supplier, even though there are other suppliers that provide similar products or services.

Sole Source: Purchases where there is only one supplier that provides the product or service. Usually these are unique products or services that cannot be found anywhere but only through one supplier, manufacturer, or contractor.

State Contract: An annual term contract released by the State of Florida Department of Management Services Purchasing Division or any other State of Florida Agency (University, College etc.) that may be utilized at the option of local government using agencies.

2. Ethics and Standards

PRINCIPLES

It is the policy of the City that the following ethical principles will govern the conduct of every employee involved directly or indirectly in the City procurement process. Any misuse of the City's purchasing power carries various legal or future employment consequences, or both.

The City also requires ethical conduct from those who do business with the City of Dania Beach. Vendors and other business entities are required to adhere to all federal, state, county and municipal laws and ordinances.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Vendors or vendor entities wishing to do business with the City, including those who or which submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with the City, must disclose any potential conflict of interest (which may arise when an elected member or employee of the City seeks to provide goods or services to the City for compensation).

It is the vendor's or vendor entity's responsibility to notify the City of a potential conflict of interest. It is the responsibility of the City's representative to inform senior management or the Chief Financial Officer of a potential conflict of interest by the vendor or vendor entity. Failure to do so results in a breach of ethical requirements.

PARTICIPATING IN PROCUREMENTS WITH FAMILY

It shall be a breach of ethics and requirements for any representative of the City to participate directly or indirectly in a procurement activity for the City, and fail to disclose it, when the employee knows or should know that:

1. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
2. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
3. Any other person, business, or organization with whom of which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement process.

PERSONAL GAIN

It shall be a breach of ethical requirements to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee's duties. If any such conflict of interest exists, the employee must immediately notify the Chief Financial Officer in writing and will remove himself/herself from the City's procurement process.

INFLUENCE OF A PUBLIC EMPLOYEE AND CONFIDENTIAL INFORMATION

It shall be a breach of ethical requirements to attempt to influence any City representative to violate the standards of conduct set forth by the City.

It shall be a breach of ethical requirements for any representative of the City knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

GIFTS AND GRATUITIES

It is the policy of the City that all employees are prohibited from accepting (either directly or indirectly) any gift, favor, or benefit in excess of \$25.00 from any vendor, registered lobbyist or individual or entity related to one's employment by the City. Additionally, no matter the value, an employee may not accept any gift, favor or benefit from any person or entity where there is a real or potential risk of compromise or conflict of interest, or which violates the State of Florida Code of Ethics for Public Officers and Employees (Chapter 112), the Broward County Conflict of Interest and Code of Ethics Ordinance, or the City of Dania Beach's Policies and Procedures.

If anyone is in doubt whether a transaction complies with this policy, the individual should disclose the transaction to the Human Resources or Office of the City Attorney for interpretation.

KICKBACKS

It shall be a breach of ethical requirements for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated with the person or entity, as an inducement for the award of a subcontract or order.

PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE

No City representative may purchase City property for his or her own personal use unless purchased through the City's public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials, or supplies.

3. Standard Insurance Requirements

The selected firm or individual for all bids, requests for qualifications (RFQ), and requests for proposals (RFP) will be required to name the City as an additional named insured, ordinarily subject to the minimum coverages identified below.

WORKERS' COMPENSATION

Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under a bid, RFQ or RFP in accordance with the laws of the State of Florida. Employers' Liability Insurance shall also be maintained by the selected firm or individual at limits not less than the following:

- \$500,000.00 Each Accident
- \$500,000.00 Each Employee
- \$500,000.00 Policy Limit for Disease

In no event shall the selected firm be permitted to utilize in the prosecution of the work or services, the following: 1) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or 2) any employee, subcontractor or subcontractor employee who is or will be covered by an employee leasing arrangement.

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

- \$1,000,000.00 Bodily Injury & Property Damage-each occurrence
- \$1,000,000.00 Personal & Advertising Injury-each occurrence
- \$2,000,000.00 General Aggregate
- \$2,000,000.00 Products/Completed Operations Aggregate limit
- \$5,000.00 Medical Payments
- \$100,000.00 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000.00 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000.00, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

OTHER REQUIRED INSURANCE COVERAGE

Other Required Insurance Coverage may be required by the City where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City.

All insurance minimum coverages extend to any subcontractor, and the general contractor is responsible for compliance by all subcontractors.

4. Purchasing Authority

APPROVAL OF CITY PURCHASES

No employee shall purchase goods or services on behalf of the City without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate Department Head, the Chief Financial Officer and/or the City Manager in accordance with the guidelines referenced in this manual.

DESIGNEE

When used in these procedures, any title such as City Manager, Chief Financial Officer, or Department Head is presumed to include that person's official designee.

PURCHASING AUTHORITY

1. City Commission: The City Commission has full authority to incur obligations or expend funds in amounts over \$50,000.00 whenever it deems it necessary in the City's public interest. If any City purchase increases the total over \$50,000.00 per vendor for a current fiscal year, the contract/proposal/quote must be presented to Commission for approval prior to the order being placed.
2. City Manager: The City Manager has full authority to incur obligations or expend funds in an amount up to and including \$50,000.00 whenever it is deemed necessary and in the City's public interest.
3. Chief Financial Officer: The Chief Financial Officer, prior to City Manager approval, is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures were followed.
4. Finance Department: The Finance Department (Finance) is the central point for all purchases in the City. Procurement staff are authorized by the Chief Financial Officer to verify and approve the appropriateness, completeness, and funding availability of all standard purchase requests that exceed the individual department purchasing threshold. The Finance Department is responsible for issuing, adjusting, monitoring, and closing of all City purchase orders.
5. Department Head: The Department Head is responsible for all department-sanctioned purchases and shall be accountable and responsible for all expenditures of his or her department.

UNAUTHORIZED PURCHASES

Except for emergencies or other authorized exemptions, no purchase of supplies, services, or equipment over \$50,000.00 shall be considered approved or final until

approved in advance by the City Commission as required by the appropriate approval authority. At no time shall purchases be broken down into smaller quantities or specialized activities to avoid the requirements stated in this Manual.

In the case of emergency purchases that exceed \$50,000.00, the City Manager may authorize such purchases in the interest of public safety or welfare; however, that such purchases must be ratified by the City Commission at the next possible public meeting.

5. Contracts

GENERAL

A contract is a written agreement for the purchase or disposal of supplies, services, insurance, equipment or construction activities. To be effective, a contract must include an offer and acceptance in writing by competent parties to furnish goods, services or both for an agreed price.

AUTHORITY TO SIGN CONTRACTS THAT BIND THE CITY

The City Manager is authorized to sign contracts that bind the City, except as may be directed by the City Commission. This is inclusive of the following items that change the scope, schedule, and budget terms of contracts: amendments, change orders, options, extension or renewal letters, equipment rental or lease agreements, task orders, work orders, statements of work or similar items that modify the scope, schedule times or budget terms of a contract.

The City Attorney shall review all documents, contracts, and legal instruments in which the City may have an interest. Departments should allow at least ten (10) working days for the review of changes to standard contracts and at least thirty (30) working days for the review of all other non-standard documents.

To be valid, a contract must be signed by an authorized representative of the company supplying the services, goods or both and the City Manager and other City officials, dependent upon the amount and type of contract. A copy of the contract is to be immediately forwarded to the City Manager's office and Procurement after execution.

TYPES OF CONTRACTS

There are various types of contracts used by the City of Dania Beach:

1. Service Agreements: These contracts establish the commitment of a vendor to furnish the purchaser's requirements for items or services on an as-required basis.

2. Term Contracts: These contracts establish a source of supply for goods or services during a specified period of time.
3. Requirements Contracts: These are agreements in which the vendor agrees to supply all of the purchaser's normal requirements for an item(s) at a specified price during a specified period.

CONTRACT PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the City provided the extension beyond the current fiscal year, if any, is included in the solicitation and funds are available for the current fiscal year at the time of contracting and that such terms abide with applicable laws/statutes. Payment and performance obligations for future fiscal years shall be subject to the availability of funds.

PRICE ADJUSTMENT

Contracts may be awarded with provisions for upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based upon a nationally recognized or published index or other criteria acceptable to the City.

AMENDMENTS

Any changes to a contract that alter the terms and conditions of a contract or provide for a change in the scope of the contract, must be contained in a formal amendment to the contract executed by the same parties as the original contract.

CHANGE ORDERS

Orders for a change to a contract must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract. Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Prior to commencement of work, all change orders or changes to rates of approved contracts or agreements that increase or decrease the contract cost must be formally approved in writing by the Department Head, City Manager or City Commission as appropriate.

All change orders shall be subject to approved Department budget availability. No claim against the City for extra work in furtherance of such change order shall be allowed unless the prior written approval has been obtained from the City Manager, notwithstanding any other provision, contractual or otherwise.

CONSTRUCTION CONTRACT CHANGE ORDERS

The City shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions or deletions of work or other changes within the original intent of the contract. Department Directors are authorized to approve project change orders with a cumulative amount of \$25,000.00, if there is a contingency line item in the contract and funding is appropriated and available, as approved by the City Commission. City Manager approval is required for change orders from \$25,000.00 up to \$100,000.00 for a single project, if there is a contingency line item in the contract and funding is appropriated and available, as approved by the City Commission.

AMENDMENTS TO CONSTRUCTION CONTRACTS

All changes to construction contracts that alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent must be contained in a formal amendment to the contract. Such an amendment must be approved by use of a document that is consistent with the formality of the original contract and must be signed by individuals holding the positions of the original signatories. If the amendment causes the total dollar amount of the contract to move to the next dollar advance approval is required and must be given as identified for that threshold.

ONGOING CONTRACT ADMINISTRATION

After the award of any contract, the user Department must ensure that both the City and the vendor follow all terms and conditions of the contract, including, but not limited to, maintaining current insurance certificates.

In cases where the vendor does not adhere to delivery obligations and specifications or is in technical breach of a contract, the Department must attempt to rectify the situation with the vendor and maintain a written record of these attempts. This written record should contain specific detailed instances of non-compliance with the contract requirements and a timeframe for resolution of the issues involved.

In cases where the Department is unable to rectify a breach of contract with the vendor, the Department may recommend to the City Manager or City Commission (depending on the amount of the contract) that the contract be cancelled, the vendor be suspended or debarred (meaning that the City will no longer conduct business with the vendor), or to begin appropriate legal action through the City Attorney.

The City may, except as may otherwise be provided by the contract, suspend a contract following a determination by the City Manager that there has been a material deviation by the vendor from the requirements of the contract. Any suspension of contract shall be provided in writing to the affected vendor within three (3) working days of such determination. The City reserves the right to obtain goods or services, which are the subject of the contract, from alternate sources during the suspension period.

Contracts originally approved by the City Commission shall be terminated only after specific City Commission action, unless otherwise approved by the City Attorney for termination.

6. Duties and Responsibilities

GENERAL STATEMENT

The procurement process is a combined effort of the ordering Department or agency and the Finance Department. When both cooperate and work as a team, the results are an efficient and properly performed procurement.

PROCUREMENT DUTIES AND RESPONSIBILITIES

The following duties and responsibilities shall be adhered to by members of the Procurement Division:

1. Monitor the procurement of general supplies, services, and equipment to ensure that bids/proposals are awarded to the lowest responsive and responsible bidder or respondent when required by this policy.
2. Identify, evaluate, and utilize purchasing methods which best meet the needs of the City (i.e., cooperative purchases, blanket purchase orders, contractual agreements, etc.).
3. Facilitate all bid or proposal evaluation committee meetings with the Contract/Project Manager and others as designated by the requesting Department.
4. Track expenditures against all bids, requests for proposals and contracts to ensure that the amount and value of purchase orders released does not exceed the estimated amount approved by the Commission.
5. To provide training to department heads, administrative staff, and others involved in the purchasing process on the proper use of procurement cards and other purchasing procedures.

The Finance Department has the ultimate responsibility to utilize cost effective best practices to assist in the procurement of quality goods and services that present the best value to the City.

These services are offered to all City Departments, agencies of the City, and jointly funded governmental entities when funding and payment responsibilities rest with the City.

CITY DEPARTMENTS' DUTIES AND RESPONSIBILITIES

City Departments are charged with the following responsibilities in the procurement process:

1. Ensure that all personnel involved in the purchasing process receive appropriate training in the implementation of the procedures of this Manual.
2. Manage contracts and purchase orders assigned to their department insuring that vendors provide goods or services in accordance with contract terms and receive supplies and materials in a timely manner to assure prompt payment.
3. Anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices.
4. Conserve, maintain, safeguard, recover, repair and salvage all vehicles, equipment, and supplies purchased with City funds.
5. Provide a complete and concise description of goods or services required, verify the proper budget account(s), and ensure that sufficient funding exists for all City purchases.
6. Provide detailed, accurate specifications to ensure that goods and/or services are obtained are consistent with requirements and expectations and prepare purchase order requests in accordance with instructions so as to minimize the processing effort.
7. Inform Procurement of any vendor relations problems, shipping problems (e.g. damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations that could affect the procurement function.
8. Minimize urgent and sole source purchases and provide written documentation when such purchases may be necessary.
9. Review all bids or proposals received for compliance with specifications, and provide written documentation as required by City policy.

7. Competitive Procurement Requirements and Thresholds

GENERAL

Employees are responsible for obtaining quotes for purchases in the instances outlined below. When submitting a purchase order request prior to purchase, all quotes shall be attached to the purchase request. Purchase order requests submitted without the required quotes or a satisfactory explanation as to the reason(s) why quotes were not obtained (e.g., sole source, emergency, etc.) will be returned to the requesting Department without approval.

A requesting Department must never give a vendor the approval to perform a service or deliver goods unless a purchase order has been approved in advance by the Finance Department. A purchase order is the only legal authorization for purchases over \$5,000.00.

If the Department solicits less than three verbal quotations because of the lack of suppliers, the Department Director shall note that explanation on the quote form. The Chief Financial Officer reserves the right to confirm the lack of availability of suppliers for an item or service. It is the responsibility of the Department Director to ensure all purchases made within their department comply with this policy.

PURCHASES UP TO \$5,000.00

Day-to-day purchasing where the estimated cost is \$5,000.00 or less may occur without a Purchase Order; the responsibility still exists for making the most economical purchases. Price checks and surveys must be made from time to time to ensure that the price being paid is the best price available and that the quality is the best that is required. **Purchases cannot be split to meet this threshold.**

PURCHASES BETWEEN \$5,000.01 AND \$10,000.00

Expenditures for goods, services, or construction where the estimated cost is between \$5,000.01 and \$10,000.00 can only be made after obtaining a minimum of three (3) price quotations and the issuance of a purchase order. Verbal quotes may be solicited by telephone or email (written is preferred). Quotes shall be obtained in a manner that allows an “apples-to-apples” comparison for similar items that reflect the same quantity and quality of item specified. Verbal quotes must be documented in writing by the requesting department.

Purchases cannot be split to meet this threshold.

PURCHASES BETWEEN \$10,000.01 AND \$50,000.00

Expenditures for goods, services, or construction where the estimated cost is between \$10,000.01 and \$50,000.00 shall only be made after obtaining a minimum of three (3) written (firm) price quotations and the issuance of a purchase order. Quotes must be received on the quoting vendor’s letterhead with a signature or must be received in an e-mail from the vendor. Quotes shall be obtained in a manner that allows an “apples-to-apples” comparison for similar items that reflect the same quantity and quality of item specified. Quotes shall be obtained and attached in the City’s accounting system as supporting documentation.

Purchases cannot be split to meet this threshold.

PURCHASES OVER \$50,000.00

Purchases for services, supplies, and equipment where the estimated cost is greater than \$50,000.00 require a formal bid process, and always require City Commission approval by resolution as well as a purchase order. Most purchases require competitive bidding under state or federal law. If circumstances do not permit competitive bidding (e.g. sole source provider, piggyback), City Commission waiver of competitive bidding is required.

Purchases cannot be split to meet this threshold.

Amount	\$5,000.01-\$10,000	\$10,000.01-\$50,000	Over \$50,000
• Requirement	• Minimum of 3 quotes • Verbal or written • Finance approval required	• Minimum of 3 quotes • Formally obtained quote with vendor signature • Finance and City Manager approval required	• Formal solicitation • Commission approval required

*****PURCHASES MAY NOT BE SPLIT TO MEET THE ABOVE THRESHOLDS*****

8. Purchase Orders

A fully executed purchase order (PO) is the user Department's authority to purchase goods or services. A purchase order must reflect the anticipated total amount of business to be done with a single vendor for the fiscal year for that particular purpose(s). The total shall not be broken, split or divided into smaller amounts to avoid the crossing of a dollar threshold with additional approval requirements, including the requirement for formal competitive vendor selection.

Purchase orders shall be requested by each City Department for purchases of all materials, supplies, equipment, and services more than \$5,000.00, except for those previously identified, by submitting a purchase request for each service for each vendor. The request must include all three (3) bids or quotes, the executed resolution (if applicable), the fully executed contract, and appropriate approvals.

A purchase order shall be prepared by the Finance Department after it has reviewed the request. The review process includes verification of funds availability, applicable approvals, and the presence of supporting documentation in accordance with City procurement procedures.

After the goods or services have been received, the Department Head or designee shall verify the order and the unit price(s) authorized and process the invoice for payment in the City's accounting system.

Without exception, all PO's must be fully approved before the issuing Department may place the order. This is true even when a contract with the vendor has been fully executed. Vendors may not proceed with services until the PO is issued and any applicable work orders have been executed by the appropriate party – in many cases, the City Manager.

The purchase order reserves (encumbers) the funds within the financial system; funds cannot be allocated for other purposes before the transaction has been completed and the purchase order has been fully closed out.

9. Purchases in Violation of the Procurement Policy

GENERAL

The Finance Department actively monitors all purchases to ensure adherence to City procedures. Purchases may be temporarily halted immediately by the Finance Department if the user Department does not strictly adhere to the provisions of City procurement procedures. Any purchase made outside of the requirements of this procurement Manual, City procedures and prior to the issuance of a purchase order is a violation of City policy and procedures.

If a purchase occurs outside of the standard procurement process and ratification of the purchase is sought, a memo must be sent to the City Manager stating the conditions and circumstances that resulted in a violation of policy and procedures. Justification must include the following information:

1. The circumstances that resulted in the purchasing violation;
2. The necessity of the purchase and its public purpose;
3. Evidence that the price charged was fair and reasonable; and,
4. Actions taken by the Department to prevent recurrence of the purchasing violation

The Finance Department may conduct reviews of City purchases to ensure compliance with the City's overall purchasing policies outlined in this Manual.

If a review reveals a policy violation, the Department Head will be notified and based on the severity of the violation and identification of the person(s) responsible for it, the matter will be referred to the City Manager for possible disciplinary action. Any violation of the Procurement Manual and City purchasing procedures may result in:

1. Revocation of procurement authority or certain privileges;
2. Requirement that individuals attend additional training by the Finance Department; and
3. Disciplinary action up to and including termination of employment and prosecution to the fullest extent permitted by applicable law.

10. Payments for Goods and Services

INVOICES

Invoices are itemized statements of goods or services provided and are a means of settlement of financial obligations. The timeliness of processing invoices may affect the relationship between the City and its vendors and must be processed within 30 days of receipt of a correct invoice (20 days in the case of construction services per Florida Statutes, § 218.70, the “Local Government Prompt Payment Act”). Invoices should contain the following basic information:

- Purchase order number (if applicable)
- Itemized listing of materials or services rendered
- Packing slips, delivery receipts or both
- Quantity of each item
- Unit price with extensions
- Discount terms, if applicable
- Services provided, including hours and billing rates where applicable
- Remittance address
- Name of the Department receiving the goods or services and contact person(s)

PROCUREMENT CARD

The Procurement Card, known as a “P-Card”, is a method of direct payment for small purchases. A procurement card purchase shall not be split into two or more transactions to circumvent the various monetary thresholds. Cardholders are accountable for all purchases made on their City-issued P-Card and violations will be referred to the City Manager for possible disciplinary action. The Department Director is equally responsible for monitoring compliance with the Procurement Card Program for their respective department and ensuring that their staff have been formally trained on the purchasing policy, allowable uses of the P-Card, and its proper safeguarding. (Refer to City of Dania Beach Procurement Card Administrative Policy, **FIN-2015-001**).

GOVERNMENT CERTIFICATE OF EXEMPTION

The City is exempt from state, county and federal sales and excise taxes. Completion of a certificate which states that purchases of property or services are for the exclusive use of the government is necessary. The certificate of exemption can only be used for City purchases. It is illegal for the exemption to be used for personal purchases or for purchases made by an independent contractor.

PETTY CASH

In some instances it may be necessary for an employee to go to a local store to purchase small items, in total under \$75.00, without a purchase order. The employee must submit a Petty Cash Form for reimbursement which will be paid in a subsequent payroll.

11. Formal Procurement Methods

GENERAL

Formal bid/proposal solicitations are required to be issued when the cost of a procurement (purchase, lease, or rental) exceeds \$50,000.00. Awards exceeding \$50,000.00 or more must be approved by resolution of the City Commission.

INVITATION TO BID (ITB)

An ITB is normally issued to obtain bids for products and in some cases, general services for which requirement specifications are fully known and clearly stated. In the case of an ITB, the contract award is usually made to the bidder who or which is responsive to all stated bid requirements, determined to be responsible to perform the contract in a timely and quality manner, and who or which offers the most advantageous cost to the City. At an ITB public bid opening, the name of each bidder, items bid and bid prices are publicly read aloud and recorded.

REQUEST FOR PROPOSALS (RFP)

An RFP may be issued to obtain proposal offers for professional services, general services, high-tech equipment and software and certain products where performance, maintenance, and supply factors are determined to be critical to the City. In the case of an RFP, the contract award is usually made to the most responsive and responsible proposer to meet the stated evaluation criteria of the City. Price or cost as a factor represents only one of the evaluation criteria. At a public RFP proposal opening, the name of each proposer and a "proposal" or "no proposal" statement is publicly read aloud. Prices and proposal information are kept confidential until after contract award, as authorized by state law.

REQUEST FOR QUALIFICATIONS (RFQ)

A written Request for Qualifications (RFQ) is issued for all purchases above \$50,000.01, or for smaller purchases when special terms and conditions or requirements and specifications are needed (e.g., insurance or performance bonding, etc.) or when it is critical that performance requirements be completely understood and accepted by the supplier or service provider.

FORMAL BID/RFP/RFQ SOLICITATIONS AND OPENINGS

Whether an RFQ, ITB or RFP is involved, all received bid/proposal responses are to be date and time stamped and must include bidder's/proposer's/respondent's name. Responses shall remain sealed until the designated time and date for public opening. At the time and date stated for the public bid/proposal opening, a representative of Procurement shall open bids or proposals before witnesses and read the appropriate information aloud.

12. Exceptions to Competitive Procurement

The following are exceptions to the requirements of the competitive procurement process. Exceptions must be pre-approved by the City Manager, the Chief Financial Officer or both. Refer to the City Code of Ordinances for further details. Purchases not subject to competitive procurement requirements must still have the same levels of approval as purchases subject to the regular competitive procurement process.

STATE OF FLORIDA CONTRACTS

The City may utilize a State of Florida contract or contract with other Florida governmental entities or associations in Florida affiliated with state agencies (such as counties, the Florida Sheriffs' Association and the Florida Fire Chiefs' Association). The City may also utilize United States government contracts, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the City Attorney.

COOPERATIVE AGREEMENTS/CONTRACTS

Cooperative purchasing is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions. Cooperative purchasing transactions must be legitimate and enforceable. There must be mutuality between buyers and sellers and a commitment on

the part of participants in the cooperative purchasing process to purchase from the successful vendor. The City may utilize cooperative agreements or contracts, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the City Attorney.

GOVERNMENTAL AGREEMENTS/CONTRACTS

The City may also utilize other governmental entity (other cities or counties) agreements or contracts, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the City Attorney. Utilizing other government entity's contract shall only be permitted if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months (or as such bid may have been extended by the vendor, supplier, contractor or other similar person, subject to the same conditions as the original bid).

PROFESSIONAL SERVICES PURSUANT TO FS § 287.055 (CCNA)

Procurement of architectural, professional engineering, landscape architecture, registered surveying and mapping services are governed by the Florida law known as the Consultants Competitive Negotiation Act (CCNA) per FS § 287.055. Selection factors are based on capabilities, adequacy of personnel, past record, professional designations, and expertise and experience of firms and their individual professionals. Compliance with this state law is strictly required.

"PIGGYBACK" CONTRACTS

To obtain the benefits of volume purchases or reduce administrative expenses and time when procuring similar goods or services, the City may utilize a process commonly known as "piggybacking." This term refers to the use of competitive solicitations conducted by other governmental entities.

The City may utilize a competitive Bid or RFP solicited by any other municipal, county, state or federal governmental agency if such Bid or RFP is deemed to be in the best interest of the public but only if all the following requirements are met:

1. The requesting Department has attempted to obtain a minimum of three quotes and has determined that the cost of the goods or services under the contract to be piggybacked is lower than the cost indicated by the quotes. It is understood that informal quotes may not be obtained in every situation, specifically when bid specifications are unavailable.
2. The procurement was publicly advertised, issued, and awarded by a bona-fide governmental agency.
3. The contract includes an assignability clause that allows for the assignment of all or part of the specified deliverable items.
4. The vendor consents to the piggybacking and executes a separate agreement with the City which confirms that the same prices, terms, and conditions granted to the original contracting agency will be granted to the City.

A completed Piggyback Checklist form must be submitted with each request.

PIGGYBACKING IS NOT PERMISSIBLE UNDER THE FOLLOWING CONDITIONS:

1. If any one of the three quotes obtained results in a lower cost than the contract to be piggybacked.
2. The action would call for a substitution of goods or services or an increase in quantities that were not originally bid on and not originally evaluated as part of the contract award.
3. The procurement is for professional services that are subject to the requirements of the Consultants' Competitive Negotiation Act (CCNA), FS § 287.055.

13. Formal Solicitation Process

SOLICITATION PREPARATION

Prior to the preparation or release of any solicitation, departments must ensure the good, service or project has budget approval for the current fiscal year. Without budget approval, solicitations cannot move forward.

The requesting department must submit a Competitive Solicitation Request Form as a formal request for the solicitation. This request should include a project summary and timeline for the solicitation, which should be no less than 21 days.

Department and Procurement Division will work together to establish specifications and scope of work.

Department Director is responsible for forming a Bid and Evaluation Committees made up of no less than three (3) and no more than eight (8) members to review and evaluate bids and proposals.

1. All members of the committee must be notified by the requesting department Director of selection to the committee and understand their obligation throughout the entire solicitation process.
2. Committee members may be comprised of any employee or outside consultant that the City Manager or Director may deem necessary.

RELEASE AND ADVERTISEMENT

Once solicitation documents have been finalized, Procurement will submit all documents to legal for review before release.

After legal review and approval, Procurement will post the solicitation to the City's electronic bidding platform, the City website and applicable news publications.

All vendor responses to the solicitation must be submitted through the City's electronic bidding platform.

SOLICITATION OPENING AND EVALUATION

1. Procurement will conduct a public bid/proposal opening meeting.
 - a. Only vendor names and pricing (if applicable) will be disclosed during this meeting.
2. Procurement will review each bid or proposal responsiveness to the solicitation and responsibility of the bidder/proposer.
3. Each member of the Bid/Evaluation Committee will be provided an electronic copy of each bid or proposal for independent review and scoring.
4. The Committee will meet, if applicable, to discuss and rank all responsive proposals and make a recommendation of award.

All Evaluation/Selection Committee meetings are subject to Florida Sunshine Law.

The Florida "Sunshine" Law applies to all Committee meetings, except as to exemptions described below.

The following portions of Evaluation Committee meetings are not required to be open to the public (they are "exempt" portions of such meetings). The non-public ("exempt") portions are: any portion of a meeting at which negotiations with a respondent is confidential if there is a competitive solicitation; any portion at which a respondent makes an oral presentation as part of such a solicitation; and any portion of such meeting at which a respondent answers questions as part of such a solicitation. In each case, Florida law requires that any such portion is to be recorded and no part of any such meeting may be "off the record" (per Florida Statute, Section 286.0113).

LOCAL VENDOR PREFERENCE

For a vendor to receive preference in any bid or solicitation, they must meet the qualifications of a local Dania Beach vendor as outlined in the City's Local Preference Policy. Use of local preference in any bid or solicitation must also be clearly defined in the bid or solicitation evaluation criteria.

RECOMMENDATION OF AWARD

After review and scoring (if applicable), the requesting department will prepare a formal recommendation of award to be submitted to the City Manager for review and placement on a City Commission meeting agenda for approval.

Responses to solicitations are not required to be disclosed as “public records” until thirty (30) days after opening of responses or until the City provides notice of an intended decision as to the solicitation, whichever first occurs.

CONE OF SILENCE

The City of Dania Beach imposes a “Cone of Silence” for certain City purchases of goods and services. During the Cone of Silence, the following is prohibited: any communication regarding the proposal between a potential vendor, service provider, proposer, lobbyist, consultant or any other person or entity, and City and professional staff including, but not limited to, the City Manager and members of the City Commission.

Once a solicitation is released, the City’s ‘Cone of Silence’ policy will be in effect. All vendor questions and communication should be directed to Procurement.

ONLY THE FOLLOWING TYPES OF COMMUNICATION ARE PERMITTED DURING AN ACTIVE SOLICITATION:

- Formal responses to the solicitation
- Communications publicly made during official pre-bid or pre-proposal meetings
- Written requests for clarification within the question and answer period
- Communication during vendor presentations, interviews, site visits or the like deemed pertinent to the solicitation

14. Emergency Purchases

DEFINITION

Emergency: A situation or occurrence of a serious nature that could not have been foreseen where immediate action is necessary to safeguard the public’s health and safety

or to prevent further damage to City property. In the event of an emergency affecting the public health and safety, the Department Head and City Manager may authorize a vendor to perform necessary work, obtain goods or both to resolve such emergency without formal bid solicitation.

POLICY

City policy authorizes the City Manager to approve a waiver of competitive processes when the items needed are necessary to maintain a safe operational environment, the loss of which would create a situation that would adversely and unduly affect the safety, health or comfort of building occupants or otherwise cause loss to the City regardless of the expenditure amount.

PURCHASES MADE DURING NORMAL CITY BUSINESS HOURS

During normal City business hours, the requesting Department shall notify the City Manager and Chief Financial Officer of the emergency situation and shall provide the Chief Financial Officer with the following:

1. A written statement justifying the need (who, what, when, and where), and nature of the emergency
2. An authorization of the emergency expenditure and its estimated amount
3. The vendor recommended to receive the order; and
4. A purchase order entered and approved in the City's accounting system.

The written justification of the purchase shall be signed by the initiating Department Head; once approved by the City Manager, a purchase order shall be issued. As mentioned earlier in this Manual, emergency purchases above \$50,000.00 must be ratified by the City Commission at the next possible public meeting.

PURCHASES MADE OUTSIDE NORMAL CITY BUSINESS HOURS

If a purchase must be made during other than normal business hours, the initiating Department Head shall contact the City Manager and request approval to proceed with the emergency purchase. The above-mentioned paperwork shall follow the approval of any such emergency purchase prior to the close of the next business day.

15. Sole/Single Source Purchases

DEFINITION

Sole Source Purchase: Purchases where there is only one supplier that provides the product or service. Usually these are unique products or services that cannot be found anywhere but only through one supplier, manufacturer or contractor.

Single Source Purchase: Purchases from one selected supplier, even though there are other suppliers that provide similar products or services.

POLICY

Sole/single source purchases between \$5,000.01 and \$50,000.00 must be approved by the City Manager and Chief Financial Officer prior to issuance of a PO. Procurement and the Finance Department have discretionary approval in determining whether the purchase requires a fifteen (15) business day sole/single source advertisement. Purchases of \$50,000.01 and above require advance City Commission approval by resolution.

In accordance with Florida Statute § 287.057(3)(c), goods or services meeting the applicable statutory monetary threshold amounts must be advertised for a period of at least fifteen (15) business days to allow the vendor community to review the requested goods/services to determine if a competitive environment exists for the procurement. Purchases shall require advance Commission approval by resolution.

GENERAL

There are various reasons why the City may from time to time use sole/single source purchases:

1. There is no other product or service available that can provide or perform equivalent functions comparable to the sole source product or service. For example: even though “Gatorade” is manufactured by only one company, there are numerous electrolyte replacement drinks that perform the equivalent function. Therefore, “Gatorade” is not considered a sole source.
2. Maintenance or repair calls by the Original Equipment Manufacturer (“OEM”). There are cases in which no one except the OEM is able to repair or maintain the equipment, and the manufacturer does not have two or more agents to perform these services. There are also cases in which replacement or spare parts are available only from the OEM, and no other parts will work. This use may also be needed to avoid the voiding of a warranty

NOTE: an item that comes from a single manufacturer is not automatically a “sole source” item. Many manufacturers sell their products through distributors. Therefore, even if a purchase is identified as a valid “sole brand” or “sole manufacturer,” Departments shall verify whether the manufacturer has multiple distributors. If so, competition will be required.

Sole source purchases for the City are an exception and must be strictly controlled and carefully documented. For this reason, the Sole Source Certification must be completed and forwarded to Finance prior to purchase.

16. Vendor Relations

City staff shall conduct their dealings with vendors in a professional manner, promote equal opportunity, and demonstrate fairness, integrity, and courtesy in all vendor relations. When feasible to do so, vendors located within the City should be utilized for supplies, services, and equipment. However, good vendor relations must also be balanced with fair and equitable selection, the lack of which may lead to possible conflicts of interest or the appearance of a conflict.

VENDOR CONDUCT

It is important that vendors doing business with the City adhere to City, county, state and federal policies. Vendors may be prevented from doing business with the City when evidence of improper conduct exists. This includes, but is not limited to, fraud, collusion, and attempts to improperly influence bids, indictment of the bidder/contractor.

Vendors shall only accept official forms of payment from the City for purchases, such as a check, electronic payment, or a P-Card. Vendors should not accept a non-City form of payment (such as cash, personal check, or personal credit card).

VENDOR REGISTRATION

The vendor registration process is administered by the Finance Department. It is City policy that all vendors interested in doing business with the City must first register through the online portal prior to contacting/meeting with any elected official, department director or employee of the City.

The City reserves the right to request a detailed expenditure report from any vendor registered in the City's financial system. Requested reports must be provided in a timely manner. The City reserves the right to withhold vendor payments, inactivate vendor records in the City database, and prohibit vendors who or which do not abide by City policies from doing business with the City. If a business is located within the City, it must have an active business tax receipt.

VENDOR THRESHOLD LIMITATIONS

Expenditure or approval of funds from various City departments that may exceed a single annual (City fiscal year) vendor total amount of \$50,000.00 must be authorized in advance by the City Commission by resolution. Expenditures and contracts approved and executed in a prior fiscal year by the City Manager or City Commission are excluded from a current fiscal year \$50,000.00 threshold.

VENDOR PERFORMANCE

Upon completion of a transaction or contract term, the using department will complete a Vendor Performance Form to rate the performance of the vendor(s) involved. The using department will transmit the completed performance form to Procurement. Procurement will compile the information and make it available in the vendor file. This information can be used as an evaluation tool for future recommendations.

17. Suspension and Debarment

The City expects and requires that all vendors or contractors who seek to do business with any City department or agency act with certain ethical and professional standards.

The City reserves the right to suspend or debar any vendor or contractor doing business with the City for the causes listed below.

Causes for suspension or debarment include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of city's contract provisions, which the City regards as non-responsibility by the contractor. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
6. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

The vendor shall be entitled to a meeting or hearing prior to being suspended or debarred by the City. However, the City may waive these procedures, at its own discretion, if it believes that the actions of the vendor are so egregious as to merit immediate suspension or debarment.

In general, suspension or debarment of vendors shall follow the below procedures:

1. The City serves the vendor written notice of the issue that may result in the vendor being debarred or suspended.
2. The notice requests a written response from the vendor on the issues that gave rise to the possible suspension or debarment.
3. The City reviews the response from the vendor and schedules a suspension or debarment hearing. The suspension or debarment hearing shall be chaired by the City Manager or designee, and shall include the City Attorney, the Procurement Administrator, the Department Head, and any other person the City believes is necessary for the proceedings.

The City shall make a record of the suspension or debarment hearing, and upon conclusion of the proceedings, the City Manager shall provide a written determination to all participants of their decision. The City Manager's decision shall state whether the vendor is suspended or debarred and the effective date and length of time of the suspension or debarment.

If the City Manager determines that the vendor should not be suspended or debarred, the City Manager shall have the right to require certain corrective actions by the vendor by a prescribed date and time. The determination of the City Manager is final.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SMITH ENGINEERING CONSULTANTS, INC., THE SECOND-RANKED ENGINEERING DESIGN FIRM FOR THE BACKUP POWER TO THE POLICE SUBSTATION IN THE AMOUNT OF TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00); 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-PD-GENERATOR-DSGN-RFQ22-002-SMITH-AWARD-091422 (002), R-2022-Smith Engineering Consultants, Inc. Bid Award-Agreement for Professional Engineering Services for Backup Power to Police Substation (Reissue) , SEC Proposal 22-0803, R-2022-060 SGM Engineering, Inc. Bid Award for Professional Engineering Services for Backup Power to Police Substation (Reissue)



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: AUTHORIZATION TO EXECUTE AN AGREEMENT WITH SMITH ENGINEERING CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGNING BACKUP POWER FOR THE POLICE SUBSTATION

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of RFQ 21-034 "Professional Engineering Services for Backup Power to BSO Police Substation (Reissue)" to Smith Engineering Consultants, Inc. for designing the backup power for the police substation.

Background

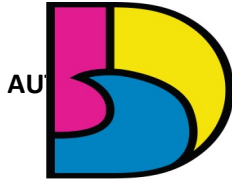
Since Federal Funds will be used in this project, the Florida Division of Emergency Management (FDEM) does not allow the City to use firms by utilizing a continuing services contract for the existing consultants. On October 25, 2021, the City issued a Request for Qualifications (RFQ) 21-032. On November 22, 2021, two firms (2) responded to RFP 21-032. The Consultants' Competitive Negotiation Act requires three (3) respondents for a valid solicitation. As a result, the City issued a second RFQ (21-034) on December 9, 2021. On January 7, 2022, three (3) firms responded to RFP 21-034 "Professional Engineering Services for Backup Power to BSO Police Substation (Reissue)" Calvin Giordano and Associates, Smith Engineering Consultants, and SGM Engineering, Inc.

On April 12, 2022, the Commission adopted Resolution 2022-060, approving the ranking of consultants for professional engineering design services RFQ 21-034, and authorized PSD to negotiate an agreement with SMG Engineering, Inc., the top-ranked firm. Subsequent to the selection, PSD was not able to negotiate a contract with SMG Engineering, Inc. and then proceeded to negotiate a contract with the second-ranked firm, Smith Engineering Consultants, for designing backup power for the police substation in the amount of \$28,000.

Budgetary Impact

Funding in the amount of \$28,000 will be appropriated from the BSO Hardening Grant Account 103-21-65-521-31-30.

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**TO EXECUTE AN AGREEMENT WITH SMITH ENGINEERING CONSULTANTS FOR
TIONAL ENGINEERING SERVICES FOR DESIGNING BACKUP POWER FOR THE POLICE
ION**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the execution of a contract with Smith Engineering Consultants for designing backup power for the police substation.

RESOLUTION NO. 2022-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH SMITH ENGINEERING CONSULTANTS, INC., THE SECOND-RANKED ENGINEERING DESIGN FIRM FOR THE BACKUP POWER TO THE POLICE SUBSTATION IN THE AMOUNT OF TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach entered into an agreement with the Florida Division of Emergency Management (FDEM) for Hazard Mitigation Grant Program (HMGP) Funds, awarded by the Federal Emergency Management Agency (FEMA), to provide a backup generator for a total cost of Two Hundred Sixty-Four Thousand Dollars (\$264,000.00), twenty-five percent (25%) of which will be funded by the City with a potential waiver of this requirement through the Global Match Program; and

WHEREAS, in accordance with FEMA procurement guidelines, the City issued Request for Qualifications (“RFQ”) No. 21-032, entitled “Professional Engineering Services for Backup Power to Police Substation” on October 25, 2021, receiving only two of the CCNA-required three responses on November 22, 2021, causing the City Selection Committee to reject the responses; and

WHEREAS, the City re-issued Request for Qualifications (“RFQ”) No. 21-034, entitled “Professional Engineering Services for Backup Power to Police Substation (Reissue)” on December 9, 2021; and

WHEREAS, the City received three responses on January 07, 2022 and a City Selection Committee composed of the City’s Deputy Director of Public Services, Fleet Manager and the CIP/Grants Administrator met on March 15, 2022 to review and evaluate the submittals and ranked the three (3) highest qualified design firms based on their qualifications as follows:

- | | |
|--|-----------------|
| 1. SGM Engineering, Inc. | 280 points |
| 2. Smith Engineering Consultants, Inc. | 256 points |
| 3. Calvin, Giordano & Associates, Inc. | 255 points; and |

WHEREAS, on April 12, 2022, the City Commission approved the ranking of the design firms and authorized the proper City officials to negotiate a contract with the highest-ranked firm SGM Engineering, Inc.; and

WHEREAS, the Selection Committee was not able to negotiate an agreement with the top-ranked firm but proceeded to successfully negotiate an agreement with the second-ranked firm, Smith Engineering Consultants for contract price of \$28,000.00;

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 of the City of Dania Beach, Florida authorizes the proper City officials to execute a contract for professional engineering services for the design of backup power for the police substation with Smith Engineering Consultants in the amount of \$28,000.00.

Section 3. That funding in the amount of \$28,000.00 will be appropriated from BSO Hardening Grant Account No. 103-21-65-521-31-30.

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

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

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



July 29, 2022
(Revised August 3, 2022)

Mr. Colin Donnelly
City of Dania Beach
1201 Sterling Road
Dania Beach, FL 33004

Re: BSO Police Substation Generator
Electrical/Mechanical Engineering Services Proposal

Dear Mr. Donnelly:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

Design Phase:

1. Initial site visit and review of record drawings.
1. Electrical design, including power, control, lighting, and instrumentation for the installation of a permanent, standby power system including an outdoor rated diesel engine-generator with sub-base fuel tank and weatherproof, sound-attenuating enclosure, and an automatic transfer switch (ATS). Site lighting will be designed along with any necessary modifications to the existing electrical service. The electrical design will be in accordance with the Florida Building Code, the National Electrical Code, and applicable local codes.
2. Mechanical design as required for the generator fuel system and ventilation.
3. Submit 60%, 90%, and 100% plans, specifications, and cost estimate.
4. Attend 60% and 90% plan review meetings with the City.

SEC will prepare contract documents suitable for bidding, permit, and construction. We propose to furnish AutoCAD drawings using base plan drawings provided by the City of Dania Beach.

Bid Phase:

1. Attend the pre-bid meeting.
2. Respond to requests for information (RFI's), and issue addenda as necessary.



Construction Phase:

1. Attend the pre-construction meeting.
2. Review electrical equipment shop drawings.
3. Respond to contractor requests for information (RFI's).
4. Attend up to two (2) construction meetings and/or site visits as necessary.
5. Attend the generator load bank test.
6. Attend the generator start-up and prepare a substantial completion punch list.
7. Attend the final walk-through and prepare a final punch list.
8. Prepare record drawings based upon contractor "as-built" drawings.

Additional Services:

1. As requested by the City.

We propose to perform the above services for the following lump sum fees:
Design=\$9,500; Bidding= \$2,500, Construction = \$6,000, Additional Services = \$10,000.

Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry M. Smith", is written over a blue circular stamp. The signature is fluid and cursive.

Larry M. Smith, P. E.
President

RESOLUTION NO. 2022-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF THE REQUEST FOR QUALIFICATIONS ("RFQ") NO. 21-034 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR BACKUP POWER TO POLICE SUBSTATION (REISSUE)" AND AUTHORIZE CONTRACT NEGOTIATIONS WITH SGM ENGINEERING, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach Administration was authorized under Resolution 2019-135, to enter into an agreement with the Florida Division of Emergency Management (FDEM) for Hazard Mitigation Grant Program Funds ("HMGP") awarded under the Federal Emergency Management Agency ("FEMA") to construct an emergency generator for One Hundred Ninety-Eight Thousand Dollars (\$198,000.00); and

WHEREAS, the City issued Request for Qualifications ("RFQ") No. 21-032 on October 25, 2021, to contract with a qualified consultant to provide general professional engineering services for design work for the Backup Power to the Police Substation Project; and

WHEREAS, RFQ No. 21-032 received two (2) respondents, which made it an invalid solicitation under the Consultants' Competitive Negotiation Act ("CCNA"); and

WHEREAS, the City re-issued the RFQ, under No. 21-034, on December 9, 2021; and

WHEREAS, three (3) responses were received and were opened on January 7, 2022, at 10:00 a.m.; and

WHEREAS, an Evaluation Committee consisting of the City's Deputy Director of the Public Services Department, the Fleet Manager, and the CIP/Grants Administrator, met on March 15, 2022, to review and evaluate the three (3) submittals; and

WHEREAS, the Evaluation Committee selected the three (3) highest-ranked design firms based on their qualifications as follows:

- | | |
|--|-----------------|
| 1. SGM Engineering, Inc. | 280 points |
| 2. Smith Engineering Consultants | 256 points |
| 3. Calvin, Giordano & Associates, Inc. | 255 points; and |

WHEREAS, after an extensive evaluation process which included a review of each firm's experience, area of expertise, minority and women certification, and recent/current project workloads, the Evaluation Committee ranked the top three firms and recommends the highest-ranked firm, SGM Engineering, Inc., be selected for contract negotiations;

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

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

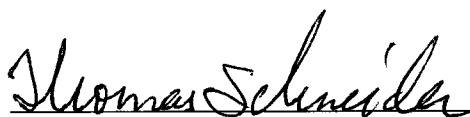
Section 2. That the proper City officials are authorized to commence contract negotiations with SGM Engineering, Inc.

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

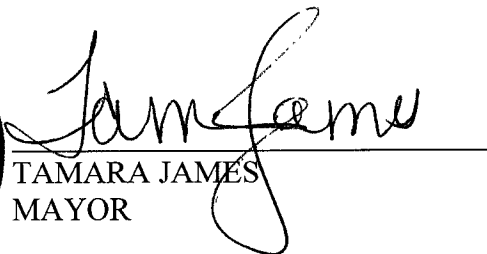
Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on April 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

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-024 “ACCELATOR CLEANING AND UPGRADES (RE-BID)” TO BOROMEI CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIVE THOUSAND DOLLARS (\$405,000.00); 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-ITB-AWARD-ACCELATOR-CLEANING-091422, R-2022- Boromei Construction, Inc. Bid Award for Accelator Cleaning and Upgrades (RE-BID) (ITB 22-024), Exhibit A and Exhibit B - Boremei Agreement (ITB 22-024)



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD ITB NO. 22-024 “ACCELERATOR CLEANING
AND UPGRADES(RE-BID)”**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 22-024 “Accelerator Cleaning and Upgrades (RE-BID)” to Boromei Construction, Inc.

Background

PSD last performed extensive maintenance on the Lime Softening Plant’s accelerators in 2013. The accelerators are large, moving components that are part of the mixing process involved in the lime slaking step of water treatment. The cleaning cycle generally calls for maintenance of the accelerators on a five to six-year cycle. Currently, the accelerators components are due for a maintenance cleaning routine.

The ITB 2022-017 “Accelerator Cleaning and Upgrades” was advertised in the Sun-Sentinel on April 25th, 2022 and posted on the City’s website and Demand-Star. Bids were opened publicly on May 20th, 2022, with one response received. The Bid Committee, consisting of the Deputy Public Services Director, the Project Manager, and the CIP and Grants Administrator rejected the bid due to a lack of clarity in the bid specifications. The Project’s specifications were revised and ITB 22-024 “Accelerator Cleaning and Upgrades (REBID)” was issued by advertising in the Sun-Sentinel on June 30th, 2022 and posted on the City’s website and Demand-Star.

On July 28, 2022, the City received two (2) responses to ITB 22-024:

- | | |
|-------------------------------|--------------|
| 1. Boromei Construction, Inc. | \$405,000.00 |
| 2. Razorback, LLC. | \$839,712.00 |

\continued...



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AUTHORIZATION TO AWARD ITB NO. 22-024 “ACCELATOR CLEANING AND UPGRADES (RE-BID)”

The Bid Selection Committee endorses the recommendation of the consulting project engineer to select Boromei Construction, Inc. as the responsive and responsible bidder. The re-bid resulted in a lower bid than the first bid.

Budgetary Impact

Funding for this project is available in the Water Fund/Infrastructure other than Buildings Account No. 401-33-03-533-63-10 for a total amount not to exceed \$405,000.00.

Recommendation

PSD recommends the City Commission to adopt a resolution to award the project contract to Boromei Construction, Inc. for an amount not to exceed \$405,000.00.

RESOLUTION NO. 2022-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-024 “ACCELATOR CLEANING AND UPGRADES (RE-BID)” TO BOROMEI CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIVE THOUSAND DOLLARS (\$405,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the lime softening accelators were last refurbished in 2013 and will now require regular cleaning and maintenance for the proper functioning of the critical lime softening process; and

WHEREAS, the City Commission approved Resolution No. 2021-003, authorizing the Public Services Department (PSD) to issue ITB No. 22-017 for the Accelator Cleaning and Upgrade Project; and

WHEREAS, on May 20, 2022, the City received one (1) response to ITB No. 2022-017 that was rejected by the Bid Committee due to a lack of clarity in the bid specifications, which resulted in a revision of bid documents and a re-issuing of the Invitation to Bid on June 30, 2022; and

WHEREAS, on July 28, 2022, the City received two (2) responses to ITB No. 2022-024 “Accelerator Cleaning and Upgrades (RE-BID)”, shown below:

- | | |
|------------------------------|-------------------|
| 1. Boromei Construction, Inc | \$405,000.00 |
| 2. Razorback, LLC | \$839,712.00; and |

WHEREAS, the Bid Committee agreed with the consultant project engineer’s review, resulting in the selection of Boromei Construction, Inc. as the lowest and most qualified bidder;

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 proper City officials to execute an Agreement with Boromei Construction, Inc., which Agreement is attached and incorporated in this Resolution by this reference, for the Accelator Cleaning and Upgrade Project in an amount not to exceed \$405,000.00.

Section 3. That funding will be appropriated from the Water Fund/Infrastructure other than Buildings Account Number 401-33-03-533-63-10 for a total amount not to exceed \$405,000.00.

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

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

PASSED AND ADOPTED on September 14, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND BOROMEI CONSTRUCTION, INC. FOR SERVICES RELATED TO THE LIME SOFTENING ACCELATOR CLEANING AND UPGRADES, AS FURTHER DESCRIBED IN THE CITY'S INVITATION TO BID ("ITB") NO. 22-024, ENTITLED "ACCELATOR CLEANING AND UPGRADES - REBID".

This is an Agreement ("Agreement") dated _____, 2022, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Boromei Construction, Inc. ("Contractor"), a Florida corporation with an address of 420B NW 3rd Street, Okeechobee, Florida 34972.

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

1. This Agreement between the Contractor and the City under the City of Dania Beach Invitation to Bid ("ITB") No. 22-024, is effective upon execution by all parties and will terminate after completion of the project or on April 30, 2023. A copy of ITB No. 22-024 is attached as Exhibit "A" and made a part of and incorporated into this Agreement by this reference) and shall be considered as part of this Agreement.
2. The Contractor has submitted their Scope of Services and Bid Form in response to ITB No. 22-024 which is attached as Exhibit "B" and is incorporated into this Agreement by this reference.
3. The cost of this project is a total amount not to exceed Four Hundred Five Thousand Dollars (\$405,000.00).
4. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:
 - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;

- b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
5. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
6. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

That in all respects, the terms of Exhibit "A" and Exhibit "B" apply to this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
BOROMEI CONSTRUCTION, INC.
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2022

STATE OF FLORIDA)

COUNTY OF _____)

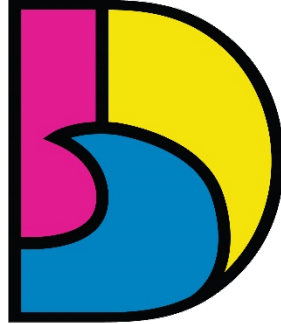
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022 by _____, as _____ of Boromei Construction, Inc, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name:

CITY OF DANIA BEACH, FLORIDA



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ACCELATOR CLEANING AND UPGRADES (REBID)

CITY INVITATION TO BID (“ITB.”) NO. 22-024

Prepared by:

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

June 30, 2022

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CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“ACCELATOR CLEANING AND UPGRADES”
ITB 22-024

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City” or “Owner”) will be accepting sealed Bids for its **“ACCELATOR CLEANING AND UPGRADES, ITB 22-024”**.

Bids will be accepted on DemandStar until July 28, 2022 at 10:00 AM. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-bid conference will be held on **Friday, July 8, 2022, at 11:00 A.M. at the City of Dania Beach Water Plant located at 1201 Stirling Rd, Dania Beach, FL 33004**. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.daniabeachfl.gov, and www.demandstar.com, for all interested persons identified by the Owner as having received the Bid Documents. The Bidder is required to check these sites to see if there has been any addendum or addenda posted for this Bid. Only questions answered and

information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City's designated electronic bidding system. All bid document files must be clearly labeled **"ACCELATOR CLEANING AND UPGRADES, ITB 22-024"**.

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A certified check, cashier's check, bank officer's check, or bid bond for Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach shall accompany each proposal.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee on the above stated date. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: June 30, 2022

**ACCELATOR CLEANING AND UPGRADES
ITB 22-024**

SITE PLANS, DRAWINGS AND TECHNICAL SPECIFICATIONS ARE

POSTED ON CITY WEBSITE AND DEMANDSTAR

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as “**ACCELATOR CLEANING AND UPGRADES**”. The project consists of accelator rehabilitation and painting of sulfuric acid tank as specified in Attachment “A” Technical Specifications.

1.1.2 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.3 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.4 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.5 Applicants should include the following items in the submitted Bid:

Letter of Transmittal;

- a. Anticipated time line to begin delivery of services;
- b. A breakdown of the costs for the delivery of services described above.
- c. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
- d. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.
- e. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit “A”, “Bidder Qualifications”; it is made a part of and is incorporated into the ITB by this reference) and it includes the following information:
 - 1) Name of each entity for which the work was performed;
 - 2) Brief description of the scope of work;
 - 3) Amount of initial contract award; and
 - 4) Name of contact person and contact information with the entity who can knowledgeably discuss your company’s performance.
- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor’s qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the

award of the agreement, the decision of the City shall be final and binding on both parties.

- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 3 - CAUSES FOR REJECTION OF A BID

3.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

3.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

3.3 The Bidder shall complete the "**Bid Form**", which is attached as Exhibit "B"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 4 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

4.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City (and its Consultant, if applicable) to procurement@daniabeachfl.gov by 5:00 P.M. on July 21, 2022.

4.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

4.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

4.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

4.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

4.6 **Bidders shall use the Bid Document Forms furnished in the ITB.** Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

4.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

4.8 **Insurance Coverage:** Bidders who are responding to the Invitation to Bid ("ITB") **MUST** comply with all of the insurance requirements specified in Section 27 ("Insurance Requirements") of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 5 - GENERAL CONDITIONS

5.1 **Purpose:** The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work, consisting of installation of drainage structures and piping, drainage check valves, and pavement restoration. The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit "C"; it is made a part of and is incorporated into the ITB by this reference.

5.2 **Documentation:** Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all

- applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder's Questionnaire form which is attached as Exhibit "E"; it is made a part of and is incorporated into the ITB by this reference.

5.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

5.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.

5.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 6 - SPECIAL CONDITIONS

6.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

6.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 7 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier,

subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 8 – PRICES, TERMS ARE TO BE FIRM

8.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the bid opening.

8.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup. If the Project exceeds a cost of \$50,000.00, the agreement is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances; a copy is attached as Exhibit "G" and it is made a part of and is incorporated into the ITB by this reference.

8.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 9 - BID SECURITY

9.1 Bid Security: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of Ten Thousand Dollars (\$10,000.00) as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

9.2 Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see Exhibit "K") issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

9.3 Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts

specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

SECTION 10 - PROTECTION OF PROPERTY

10.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project.

10.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 11 - TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

SECTION 12 - INSTRUCTIONS TO BIDDERS

12.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

12.2 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

SECTION 13 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

SECTION 14 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement,

or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 15 - FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

SECTION 16 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 17 - PUBLIC RECORDS

17.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

17.2 Contractor's Obligations: Bidders should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

17.2.1 Documents to Be City Property: 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 the contract are and shall remain the property of the City.

17.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in Bidder's possession or control in connection with Bidder's performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder 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 contract, and following completion of the contract until the records are transferred to the City.

17.2.3 Response to Public Records Requests: Upon request from the City custodian of public records, Bidder 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.

17.2.4 Delivery of Records: Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder shall be delivered by the Bidder to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder 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 the contract, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

17.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

17.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

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

Custodian of Records:

Thomas Schneider, City Clerk

Mailing Address:

100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number:

954-924-6800, Ext. 3623

Email:

tschneider@daniabeachfl.gov

SECTION 18 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 19 - QUALIFICATION OF BIDDERS

19.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of

projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

19.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

19.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

19.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

19.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 20 - CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless

otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 21 - EMPLOYEES OF THE CONTRACTOR

21.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

21.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, 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, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- d. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

SECTION 24 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 25 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 The selected 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 agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- c. liens, claims, actions made by the Contractor or other party performing the work; and

- d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

26.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 27 - INSURANCE REQUIREMENTS

27.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

27.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the 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 coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

27.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held

responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

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

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

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

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

27.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor,

by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

27.8 IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

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

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

27.10 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

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

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

27.12 Proof of Insurance: The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with ar Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

27.12.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Apparent Low

Bidder”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

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

SECTION 28 – SAFETY

28.1 The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

28.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 29 - WARRANTY

The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor’s warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers’ product warranties shall be registered in the City’s name and for its sole benefit.

SECTION 30 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 31 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 32 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 33 - BID PROTEST PROCEDURE

33.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

33.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the

expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

33.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

33.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 34 - LITIGATION

34.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

34.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

34.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **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 CONTRACT TERM.**

34.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event

of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 35 - CONTRACT AWARD AND EXECUTION

35.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

35.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

35.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

35.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 36 – CONE OF SILENCE

36.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition

on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or consultant, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding

the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;

- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

SECTION 37 - ADDITIONAL GENERAL CONDITIONS

37.1 Liquidated Damages:

Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

37.1.1 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All pipes, structures and equipment must be stored in a designated staging area.

37.1.2 Site Restoration:

37.1.2.1 Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

37.1.3 Access:

As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

37.2 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

The Contractor shall achieve Substantial Completion not later than one hundred fifty (150) calendar days and Final Completion of the entire Work not later than one hundred eighty (180) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 22-024

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

2. Specify type of entity Check One: Corporation () Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

7. The length of time (continuous) in business in Florida: _____ years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date
Project Title		Project Title	
Address		Address	
Owner		Owner	
Owner's Telephone Number		Owner's Telephone Number	
Contract Value		Contract Value	
Percent Complete	Completion Date	Percent Complete	Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete Completion Date

Percent Complete Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes No If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes No If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes No If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes No If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes No If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes No If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes No If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

“ACCELATOR CLEANING AND UPGRADES”

Bid Form is posted on City Webpage and DemandStar

EXHIBIT “C”

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

Amount:

Date:

Amount:

Description
(name and location):

The project consists of accelator rehabilitation and painting of sulfuric acid tank.

City Bid No. 22-024

BOND

Date (not earlier than
Construction Contract
Date):

Amount:

Modifications to this Bond:

None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to

commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$1,665.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

Signature

Name

Title

SURETY
(Corporate Seal)

Signature

Name

Title

Dated: _____, 20__

END OF PERFORMANCE BOND

EXHIBIT "D"

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: **ACCELATOR CLEANING AND UPGRADES**

City's Bid No.: **22-024**

Date: _____ Amount: _____

The project consists of accelator rehabilitation and painting of sulfuric acid tank.

BOND

Date (not earlier than
Construction Contract

Date): _____

Amount: _____

Modifications to this Bond: None _____
CONTRACTOR AS PRINCIPAL
(Corporate Seal)

See Page(s) _____
SURETY
(Corporate Seal)

Signature

Signature

Name

Title

Name

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

Address

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)

Signature

Signature

Name

Name

Title

Title

Dated: _____, 20__

END OF PAYMENT BOND

EXHIBIT “E”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? _____
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

4. Have you personally completed a plan for performance of the work?

5. Have you ever failed to complete work awarded to you? If so, when, where and why?

6. What equipment do you own that is available for work?

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? _____
8. How many employees (Contractors only) will be assigned to perform the services? _____
9. How many supervisors will be assigned to perform the services? _____

10. Will personnel be part of a regular crew assigned to perform the services?
Yes_____ No_____
11. Will you be able to provide service for emergency situations? Yes_____ No_____
If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "F"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 22-024.

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)
its business address is: _____

Federal Identification Number
(FEIN) is:

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: _____
(PRINT NAME of individual signing this document)

and my relationship to the entity is: _____
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):
- _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name
first appears above)

Date

STATE OF FLORIDA)

COUNTY OF _____)

Sworn to and subscribed before me on _____, 2022, by
_____, as _____ of
_____, a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) ☐ is personally known to me or ☐ has produced
_____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT "G"
PREVAILING WAGE ORDINANCE
CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

(a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT "H"

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: **ACCELATOR CLEANING AND UPGRADES**
City's Invitation to Bid No.: **22-024**

Name of Bidder

SIGNATURE of Bidder or Authorized
Agent of Bidder

PRINT Name of Bidder or Authorized
Agent of Bidder

Title
_____, 2022.
Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

PRINTED Name of Notary

My commission expires:

EXHIBIT “I”
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

EXHIBIT I – (CONTINUED)

Title

Date

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT “J”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT "K"

BID BOND

BIDDER

Name

Address

FLORIDA RESIDENT AGENT

Name

Address

Phone Fax

SURETY

Name

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: ACCELATOR CLEANING AND UPGRADES
ITB No. 22-024

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IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal
(or other Full Legal Name)

Signature

IDENTITY OF SURETY (Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

Printed Name and Title

Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf

of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

EXHIBIT “L”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT “M”

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

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EXHIBIT “N”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT “N”

**CERTIFICATION TO ACCURACY OF BID
(continued)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ physical presence or ☐ online notarization, on _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Notary Public

PRINT Name of Notary Public

My commission expires:

EXHIBIT "O"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(PRINT Name of Authorized Agent)

_____ of _____

(Title)

(Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 22-024

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: Boromei Construction Inc.

Address: 420B NW 3rd Street

City, State, Zip: Okeechobee, FL 34972 Telephone/Fax: 863.623.4314/863.763.6337

2. Specify type of entity Check One: Corporation ☒ Partnership () Individual ()
Other () _____ SPECIFY
3. If Corporation, state:
Date of Incorporation: 7/2/2004 State in which Incorporated: Florida
4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:
- | 5. Name and Title of Principal Officers | Date Elected: |
|---|-----------------|
| <u>Danny Boromei - President</u> | <u>7/2/2004</u> |
| <u>Thomas C. Close - Vice President</u> | <u>7/2/2004</u> |
| <u>Melissa Stone - Secretary</u> | <u>7/2/2004</u> |
| <u>Sheryl Wells - Treasurer</u> | <u>7/2/2004</u> |
6. The length of time in business: 18 years
7. The length of time (continuous) in business in Florida: 18 years
8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached). (See Exhibit J)
9. A copy of a county or municipal Business Tax Receipt. See Attached

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Southport Unit 5 Area Vacuum Sewer System
 Project Title
 8528 SW Kansas Ave. Stuart, FL 34997
 Address
 Felix Associates of Florida, Inc.
 Owner
 772.220.2722
 Owner's Telephone Number
 \$1,160,000.00
 Contract Value
 100% December 2020
 Percent Complete Completion Date

Westport Water Reclamation Facility-Headworks
 Project Title
 18500 Murdock Circle Port Charlotte, FL 33948
 Address
 Charlotte County Purchasing Division
 Owner
 941.743.1378
 Owner's Telephone Number
 \$786,345.00
 Contract Value
 100% February 2022
 Percent Complete Completion Date

Torry Island Campground Sanitary Sewer Improvements

Project Title
 110 Drive, Martin Luther King Jr.
 Blvd Belle Glade, FL 33430
 Address
 City of Belle Glade
 Owner
 561.314.4445
 Owner's Telephone Number
 \$1,630,631.25
 Contract Value
 100% May 2019
 Percent Complete Completion Date

Project Title
 Address
 Owner
 Owner's Telephone Number
 Contract Value
 Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Contract Value

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Contract Value

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Owner's Telephone Number

Contract Value

Percent Complete Completion Date

Project Title

Project Title

Address

Address

Owner

Owner

Owner's Telephone Number

Owner's Telephone Number

Contract Value

Contract Value

Percent Complete

Completion Date

Percent Complete

Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes ☒ No If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ☒ No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ☒ No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes ☒ No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ☒ No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ☒ No If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ☒ No If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?

Yes

☒ No

If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes

☒ No

If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes

☒ No

If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes

☒ No

If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes

☒ No

If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

“ACCELATOR CLEANING AND UPGRADES”

Bid Form is posted on City Webpage and DemandStar

EXHIBIT "E"

BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 18
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.
City of Belle Glade
110 Drive, Martin Luther King Jr. Blvd Belle Glade, FL 33430
561.314.4445
3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.
See Attached Resume
4. Have you personally completed a plan for performance of the work?
Yes
5. Have you ever failed to complete work awarded to you? If so, when, where and why?
No
6. What equipment do you own that is available for work?
See Attached List
7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? None
8. How many employees (Contractors only) will be assigned to perform the services? 2 - 3
9. How many supervisors will be assigned to perform the services? 1

10. Will personnel be part of a regular crew assigned to perform the services?
Yes ☒ No ☐
11. Will you be able to provide service for emergency situations? Yes ☒ No ☐
If so, how much notice is required? 48 hours
12. What equipment do you own that is available to complete the Project?
See Attached List

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE



Boromei Construction



DANNY BOROMEI, President/ Project Manager

PROFESSIONAL LICENSES AND REGISTRATIONS

Certified General Contractor,
State of Florida, CGC 1508299

State of Florida Department of
Environmental Protection Qualified
Stormwater Management Inspector
Number: 20834

EDUCATION

High School Diploma Year Earned:
1985

Naval Aviation Academy Year
Earned: 1993

Continuing Education Courses in
Construction Industry Safety and
Management

CERTIFICATIONS

30-Hour OSHA Hazard Recognition
Training for the Construction Industry
– 2015

10-Hour OSHA Construction Safety
& Health

TECHNICAL COURSES

Florida Stormwater Regulations for
Contractors

Project Management Workshops

YEARS EXPERIENCE 25+

TECHNICAL EXPERTISE

Mr. Boromei has over 25 years of professional experience in construction, project management and quality control. Throughout his career he has demonstrated his skills in various roles including: Construction and Project Management, including Cost Control and Quality Assurance. Mr. Boromei's contributions have lead to the successful, safe and timely completion of our client projects.

EXPERIENCE HIGHLIGHTS - (Completed as President/Project Manager for Boromei Construction, Inc.)

- Data Flow System Antenna and Tower Replacement- Replace existing SCADA Data Flow System antenna and tower. Completed in September 2021
- Trap Line Bunker Modification-Palm Beach Shooting Sports Complex – Modify (5) existing trap unkersm install conduit, concrete pads, construct custom PVC speaker housing, provide minor drainage and finish grading, top soil and sod. Complete in Septemebr 2021
- Lift Station 21 and Lift Station 24 Bypass Pump Improvements- Installing diesel pumps, concrete pads, suction and discharge piping, valves restoration. Completed in April 2021
- Leachate WWTP Sand Filter Repiar & Rehabilitation – Repairs to sand filter including replacement of valves, rehabiltitation of surface system, replace mesh screens and install new media in filter cells, replace level sensors, air compressor and air dryer and repair electric. Completed in April 2021
- Moss Pilot - Installation of a new soil bench, ramp, prefabricated slab, pipe and pmp head, discharge weir, rip rap, fuel system, power pack, monitring wells and site restoration. Completed in January 2021
- Marco Island RWPF Bleach Structures – Construction of bleach structures to house chemical feed pumps and four hypochlorite (bleach) tanks. Completed in November 2020
- CREW Siding Replacement– Exterior improvements to FL Fish & Wildlife residence including replace and install all T-111 with hardyboard siding and paint exterior. Replace all vented viynl soffit. Fill in pool area, grade and lay sod. Completed in Septemebr 2020
- Construction of Four Pickleball Courts - Construction of four pickleball courts including posts/netting, court surfacing, installation of perimeter fencing, and site restoration. Completed in September 2020

- City of Mount Dora Restrooms – Furnish and install pre-fabricated restrooms. Completed in September 2020
- FL Fish & Wildlife Crew Handrail – Furnish labor, materials and equipment to replace and paint handrails and deck boards on west side of balconies. Completed in August 2020
- Bonnie Brook Pump Station Retrofit Modifying wet well structure to construct floor and wall corner fillets, a splitter wall, anti rotation baffles, floor splitters, suction umbrellas and to modify pump elevations. Completed in July 2020
- City of Cocoa Gateway Entry Sign – Installation of city entry gateway sign. Completed in July 2020
- Fort Pierce State Farmers Market Overhead Doors – Provide new commercial overhead doors at east loading dock for food and regulatory safety. Completed in June 2020
- Stuart WWTP Electrical Room Hardening – Construction of a CMU building around an existing electrical room and installation of a metal roof. Replace metal roof on an existing metal building. Completed in May 2020
- San Lucie Basin 2B Construction Driveways Furnish and install 82 driveway aprons to the existing homeowner driveways to the roadway. Each approximately 300SF. Completed in April 2020
- Softball Dugout Renovations – Project Manager. Project included installation of sun shades, dugouts and electrical rooms at three softball fields located at Harold Avenue Park. Completed in January 2020.
- Toho Water Authority Purchasing Warehouse Pipe Storage Facility – Project Manager. Furnish and erect a prefabricated building along with associated site work. Completed in December 2019.
- City of Belle Glade Torry Island Sanitary Sewer Improvements – Project Manager. Installation of sanitary sewer, electrical and water service upgrades at campground. Completed September 2019.
- City of Clewiston Police Department Building Renovation – Project Manager. Renovations to one story building including selective demolition, drywall, ceiling tiles, painting, plumbing, HVAC and electric. Completed June 2019.
- Hardee County Wauchula Hills WWTP PTF Headworks Improvements – Project Manager. Install one headworks influent bar screen along with dumpster concrete pads with gravity sewer drains. Completed February 2019.
- City of Okeechobee City Hall Door Replacement – Project Manager. Replacement of storefront doors at the City Hall. Completed December 2018.

EXPERIENCE HIGHLIGHTS – (Completed as Vice President/Project Manager of Close Construction, LLC)

- Brighton Seminole Indian Reservation Preschool (Adult Classroom) Bathroom Remodel – Vice President/Project Manager. Remodel (7) bathrooms and improve patio enclosures. Completed in September 2021.
- Southport Unit 5 Area City of Port St. Lucie, FL Vacuum Sewer Collection System – Vice President/Project Manager. Construction, testing and placing into operation of a vacuum sewage collection system, pumping station and sewage force main in predominately residential neighborhood. Completed in July 2020.

- North County Aquatic Flooring – Vice President/Project Manager. Replacement of existing epoxy flooring with Altro Aquarius equivalent in the Men's and Women's restrooms, locker rooms and shower areas. Completed in May 2019
 - Okeechobee County Score Tower and Dugouts – Vice President/Project Manager. Replace metal roofs on score tower and eight dugouts. Completed in December 2018.
 - Punta Gorda WWTP Bldg. Repairs – Vice President/Project Manager. Remove and replace existing windows, frames, remove and replace Gypsum Wallboard, stucco repairs. Completed in December 2018.
 - City of Punta Gorda CONS-FIRELINEBAYFRT11625 – Vice President/Project Manager. Construct a fire protection line at Bayfront Hospital to the City's 12" water main. Completed October 2018
 - Big Cypress RV Resort Slab Replacement – Vice President/Project Manager. Demolition, legal disposal and replacement services of the existing slabs. Completed in September 2018
 - Sarasota County Batters Eye – Vice President. Repair damage to Batters Eye due to Hurricane Irma. Completed in February 2018.
-
- Douglas Brown Community Center Lift Station Improvements – Project Manager. Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards. Completed February 2018.
 - Little League Concession Stand – Vice President. Demolish and reconstruct a two-story concession stand including electric, plumbing, framing, roofing and siding. Completed in November 2017.
 - St. Lucie County Administration Building Drainage Connections – Project Manager. Drainage improvements including remove and dispose of existing outlets and concrete, installation of 3 new FDOT inlets, 18" RCP, pavement and restoration. Completed September 2017.
 - Hollywood WTP Electrical Reliability Improvements – Project Manager. Construction of a vertical annex building to house redundant electrical equipment. Completed January 2017.
 - Three Island Reuse Irrigation Project – Project Manager. Consist of approximately 3775 LF of new pressurized reuse irrigation main, and 10" DIPS HDPE DR9 to be installed via horizontal directional drilling. Completed April 2018.
 - Gumbo Limbo Nature Center Phase I Boardwalk and Observation Tower – Project Manager. Demolition of existing boardwalk and observation tower. Installation of a new boardwalk and landscaping.
 - PC South Algal Nutrient Removal Facility, Indian River County, Florida – Project Manager. Construction of an algal nutrient removal facility, storm water pumping stations, force mains, and associated peripheral systems. Completion: January 2015.
 - Lake Holden Alum Treatment System Upgrades, Orlando, Florida – Project Manager. Upgrades to an Alum Treatment System including replacement of existing flow

meters, control panels and pumps and included telemetry devices to convey flow rates wirelessly. Completed: March 2014

- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.
- Town of Hillsboro Beach Water Treatment Plant Improvements – Project Manager. Improvements to an existing Water Treatment Plant including construction of a chemical building and an electrical building. Completed in August 2013.
- Storm water System Improvements WM003 – St. Lucie West Services District, St. Lucie, Florida - Project Manager. Upgrades to existing storm water system, including, but not limited to, stilling wells, water level sensors, concrete structures, pipes, headwalls, slide gates, electric, control panels, RTU's, actuator motors, excavation, site work, and restoration. Completed: February, 2013.
- GT Lohmeyer Wastewater Treatment Plant – Project Manager. Removal and replacement of liquid oxygen tanks, public address system, grit classifiers; various concrete repairs, dewatering building concrete and odor control instrumentation. Completed in June 2012.
- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.
- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.
- Centerstate Bank, Okeechobee Branch - Project Manager. Construction of a 6200 SF bank including offices, teller line, work areas, self serve walk in vault of safety deposit boxes and a grand lobby area with a fully functional fireplace. Completed March 2012.
- G435 Pump Station – Project Manager. Construction of a new pump station including controls and automation; traveling bridge crane; traveling trash racks and integration into SCADA system; CMU structure; mechanical; electrical; plumbing. Completed in December 2011

- S-59 Concrete Repairs – Project Manager. Repairs to S-59 concrete spillway for South Florida Water Management District. Project was completed in June 2011.
- S-63 Concrete Repairs – Project Manager. Repairs to S-63 concrete spillway for South Florida Water Management District. Project was completed in June 2011.
- Indian River Estates Alum Facility, St. Lucie County, Florida – Project Manager. Construction and installation of a 5,025-gallon aluminum sulfate storage, two chemical metering pump skids each with two pumps on them, an eyewash shower and all piping, concrete labor and appurtenances. Completed: September 2009.
- Area 11A Reclaim Booster Pump Station, City of Delray Beach, Florida Project Manager. Installation of (2) horizontal split case pumps, RTU, instrumentation, electrical upgrades, and tie-in all new components to existing reclaimed water piping. Completed: August, 2009.
- Indian River Estates Storm Water Improvements and Pump Station, St. Lucie County, Florida – Project Manager. The project entailed several storm water improvements in the Indian River Estates area and the Savannahs Preserve State Park in Port St. Lucie, Florida. It involved the construction of a pump station including (4) four Axial flow pumps. The pump station was housed within a CBS structure. It also included the construction of a 16-acre primary retention pond, 6,000 linear feet of levee, access road, outfall structure and overflow control structure. Completed: January, 2009.
- Platt's Creek Stormwater Treatment Alum Facility, St. Lucie County, Florida – Project Manager. Installation of six alum injection pumps, tank and prefab building, and associated site work. Completed: August 2008.
- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Manager. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.



Equipment List

Year Make and Model

Hyundai Robex 290LC Trackhoe

2014 JCV 507 Lull

2007 Wacker Compactor DPU6055/Plate Tamp

2011 Wacker Compactor BPU4045A/Plate Tamp

2010 Wacker Compactor BPU3050A/Plate Tamp

2004 Kubota Mini Excavator

2016 Kubota Mini Excavator

2007 Bobcat T250 Skid Loader

2000 John Deere 444 Loader

2011 Doosan RX264H Jumping Jack

7 Foot Six Way Dozer Blade

EXHIBIT "F"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 22-024.
Accelator Cleaning and Upgrades (Re-Bid)
2. This sworn statement is submitted by: Boromei Construction Inc.
(name of entity submitting sworn statement)
its business address is: 420B NW 3rd Street
Okeechobee, FL 34972

Federal Identification Number
(FEIN) is: 20-1321621
(if applicable)

Social Security Number: N/A
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)
3. My name is: Danny Boromei
(PRINT NAME of individual signing this document)

and my relationship to the entity is: President
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

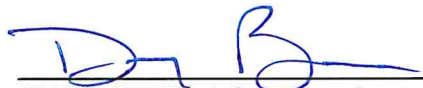
☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)



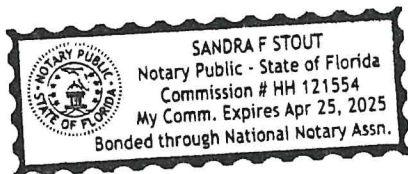
SIGNATURE (of person whose name
first appears above)

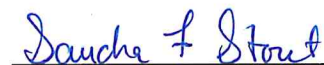
July 28, 2022

Date

STATE OF FLORIDA)
COUNTY OF Okeechobee)

Sworn to and subscribed before me on 28th day of July, 2022, by
Danny Boromei, as President of
Boromei Construction Inc., a Florida corporation/partnership, on behalf of
the corporation/partnership who (check one) ☒ is personally known to me or ☐ has produced
_____ as identification.





Signature of Notary Public

Sandra F. Stout

PRINTED Name of Notary

My commission expires:

EXHIBIT "G"
PREVAILING WAGE ORDINANCE
CITY OF DANIA BEACH PREVAILING WAGES ORDINANCE,
SECTION 8-141, CITY CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on City construction contracts.

(a) ***Establishment of minimum wages.*** Every construction contract in excess of Fifty Thousand Dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) ***Implementation of the department of labor general wage determinations.*** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) ***Notice requirement.*** On the date an employee commences work on a construction contract to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) ***Preemption by federal funding.*** When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) ***Exceptions.*** The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

EXHIBIT "H"

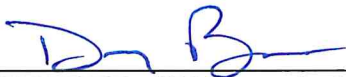
NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: **ACCELATOR CLEANING AND UPGRADES**
City's Invitation to Bid No.: **22-024**

Boromei Construction Inc.

Name of Bidder


SIGNATURE of Bidder or Authorized
Agent of Bidder

Danny Boromei

PRINT Name of Bidder or Authorized
Agent of Bidder

President

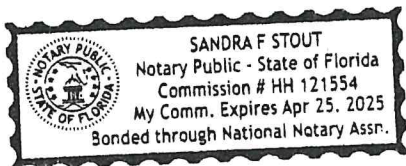
Title

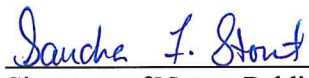
July 28, 2022.

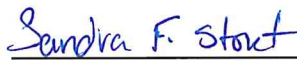
Date

STATE OF FLORIDA)
) ss:
COUNTY OF Okeechobee)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 28, 2022 as President of Boromei Construction Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Boromei Construction Inc. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.




Signature of Notary Public


PRINTED Name of Notary

My commission expires:

EXHIBIT "I"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am President of Boromei Construction Inc., the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

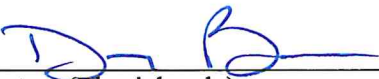
A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None



Signature (Blue ink only)

Danny Boromei

Print Name

EXHIBIT I – (CONTINUED)

President

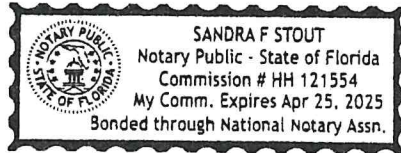
Title

July 28, 2022

Date

STATE OF FLORIDA
COUNTY OF Okeechobee

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 28, 2022 as President, of Boromei Construction Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Boromei Construction Inc. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



Sandra F. Stout

Notary Public

Sandra F. Stout

PRINT Name of Notary Public

My commission expires:

EXHIBIT "J"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Charlotte County Purchasing Division

Address: 18500 Murdock Circle Port Charlotte, FL 33948

Telephone number: 941.743.1378

Email address: lacey.solomon@charlottecountyfl.gov

Principal contact person(s): Lacey Solomon

Year contract initiated and terminated: September 2020 - February 2022

Name of company: City of Stuart

Address: 121 SW Flagler Avenue, Stuart, FL 34994

Telephone number: 772.221.4700

Email address: mrogolino@ci.stuart.fl.us

Principal contact person(s): Marc Rogolino

Year contract initiated and terminated: November 2019 - May 2020

Name of company: City of Marco Island

Address: 807 E. Elkcarn Circle, Marco Island, FL 34145

Telephone number: 239.389.3963

Email address: siszler@cityofmarcoisland.com

Principal contact person(s): Sonia Iszler

Year contract initiated and terminated: February 2020 - October 2020

EXHIBIT "J"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: City of Belle Glade (Craig A. Smith & Associates)

Address: 110 Drive, Martin Luther King Jr. Blvd Belle Glade, FL 33430

Telephone number: 561.314.4445

Email address: gregg@craigasmith.com

Principal contact person(s): Greg Giarratana

Year contract initiated and terminated: September 2018 - May 2019

Name of company: City of Clewiston

Address: 115 West Ventura Ave., Clewiston, FL 33440

Telephone number: 863.233.7249

Email address: danny.williams@clewiston-fl.gov

Principal contact person(s): Danny Williams

Year contract initiated and terminated: June 2020 - April 2021

Name of company: _____

Address: _____

Telephone number: _____

Email address: _____

Principal contact person(s): _____

Year contract initiated and terminated: _____

EXHIBIT "L"

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT "K"

BID BOND

BIDDER

Boromei Construction Inc.

Name

420B NW 3rd St, Okeechobee, FL 34972

Address

FLORIDA RESIDENT AGENT

Matthew T Smith, Attorney-in-Fact, E148192

Name

5260 Summerlin Commons Way, # 302, Fort Myers, FL, 33907

Address

(239)243-9729

Phone Fax

(239)791-1074

SURETY

Travelers Casualty and Surety Company of America

Name

One Tower Square, Hartford, CT 06183

Address

OWNER

City of Dania Beach, Florida

100 West Dania Beach Boulevard

Dania Beach, Florida 33004

Telephone: (954) 924-6800

Facsimile: (954) 921-2604

PROJECT: ACCELATOR CLEANING AND UPGRADES
ITB No. 22-024

BID DUE DATE: July 28, 2022

BOND NUMBER: TBD

PENAL SUM: \$ 10,000.00 Ten Thousand and 00/100 Dollars

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Boromei Construction Inc.

Corporate Name and Seal

(or other Full Legal Name)

Signature

IDENTITY OF SURETY

(Attach Power of Attorney)

Travelers Casualty and Surety Company of America

Corporate Name and Seal

(or other Full Legal Name)

Signature

Danny Boromei Jr, President

Printed Name and Title

Faye Stout

Attest

Attest

Matthew T Smith, Attorney-in-Fact

Printed Name and Title

Cathy Phan

Attest

Cathy Phan

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid, Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf

of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MATTHEW T. SMITH, CATHY PHAN, JESSICA MARTIN** of FORT MYERS, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of January, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of January, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2924



Signed and sealed at the City of Brookfield, WI this 28th day of July, 2022

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

SMITH INSURANCE & BONDS

EXHIBIT "M"

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

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EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

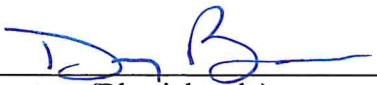
By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is President of Boromei Construction Inc., the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "N"

CERTIFICATION TO ACCURACY OF BID
(continued)


Signature (Blue ink only)

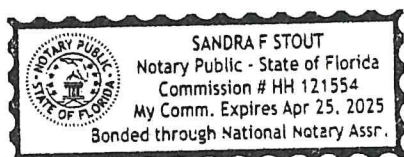
Danny Boromei
Print Name

President
Title

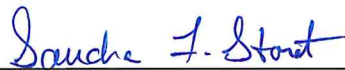
July 28, 2022
Date

STATE OF FLORIDA
COUNTY OF Okeechobee

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 28, 2022 as President, of Boromei Construction Inc., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Boromei Construction Inc. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



My commission expires:


Notary Public

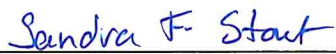

PRINT Name of Notary Public

EXHIBIT "O"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

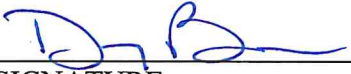
This Certification is submitted by Danny Boromei the
(PRINT Name of Authorized Agent)

President of Boromei Construction Inc.

(Title)

(Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


SIGNATURE

July 28, 2022
DATE

EXHIBIT 'B' BID FORM
ACCELATOR CLEANING AND MISC. UPGRADES

Item No.	Description of Work	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS		40,000.00
2	Cleaning of Accelator	2	LS - EA	10,000.00	20,000.00
3	Touchup painting of Lauers	2	LS - EA	5,000.00	10,000.00
4	Repaint Sulfuric Acid Tank	1	EA		15,000.00
5	Replace Mixer Drive Motor due to bearing failure (give motors to plant operators)	2	EA	90,000.00	180,000.00
5	Install Beck Model 11-303 Actuator for 120 VAC Open / Close Service supplied with Bracket & Linkage Hardware and a new 18" Pratt Model 2FII Butterfly Valve as a unitized assembly	4	EA	25,000.00	100,000.00
5	Misc. Connection/Dis connects for Power Allowance for Owner's use	1	LS	\$ 15,000.00	\$ 15,000.00
6	Allowance for Owner's Use for Misc metal repair etc.	1	LS	\$ 25,000.00	\$ 25,000.00

TOTAL COST \$ 405,000.00

ALTERNATE BIDS

1A	Beck Model 11-203 Actuator for 120 VAC Open / Close Service supplied with Bracket & Linkage Hardware and a new 14" Pratt Model 2FII Butterfly Valve as a unitized assembly	4	LS	15,000.00	60,000.00
2A	Beck Model 11-153 Actuator for 120 VAC Open / Close Service supplied with Bracket & Linkage Hardware and a new 8" Pratt Model 2FII Butterfly Valve as a unitized assembly	4	LS EA	12,500.00	50,000.00
3A	Beck Model 11-159 Actuator with 4-20 mA Positioning for	4	LS	12,500.00	50,000.00

	Modulating Service supplied with Bracket & Linkage Hardware and a new 8" Pratt Model 2FII Butterfly Valve as a unitized assembly				
4A	Beck Model 11-203 Actuator for 120 VAC Open / Close Service supplied with Bracket & Linkage Hardware and a new 10" Pratt Model 2FII Butterfly Valve as a unitized assembly	4	EA	14,000.00	56,000.00
5A	Beck Model 11-153 Actuator for 120 VAC Open / Close Service supplied with Bracket & Linkage Hardware and a new 4" Pratt Model 2FII Butterfly Valve as a unitized assembly r	4	EA	10,000.00	40,000.00
7A	Beck Model 11-163 Actuator for 120 VAC Open / Close Service supplied with Direct-Connect Hardware to mount on an existing 3" Pratt Model 2FII Butterfly Valve in the Field.	1	EA		5,000.00

2022 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P04000099841

Entity Name: BOROMEI CONSTRUCTION INC.

Current Principal Place of Business:

420B NW 3RD STREET
OKEECHOBEE, FL 34972

Current Mailing Address:

420B NW 3RD STREET
OKEECHOBEE, FL 34972 US

FEI Number: 20-1321621

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BOROMEI, DANNY LJR
881 SW 128TH AVENUE
OKEECHOBEE, FL 34974 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name BOROMEI, DANNY LJR
Address 881 SW 128TH AVENUE
City-State-Zip: OKEECHOBEE FL 34974

Title SECRETARY
Name STONE, MELISSA
Address 305 NW 4TH AVENUE
City-State-Zip: OKEECHOBEE FL 34972

Title TREASURER
Name WELLS, SHERYL L
Address 305 NW 4TH AVENUE
City-State-Zip: OKEECHOBEE FL 34972

Title VP
Name CLOSE, THOMAS C
Address 305 NW 4TH AVENUE
City-State-Zip: OKEECHOBEE FL 34972

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHERYL WELLS

TREASURER

02/08/2022

Electronic Signature of Signing Officer/Director Detail

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Boromei Construction, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 420-B NW 3rd Street	Requester's name and address (optional)
6 City, state, and ZIP code Okeechobee, FL 34972		
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table border="1"><tr><td>2</td><td>0</td><td>-</td><td>1</td><td>3</td><td>2</td><td>1</td><td>6</td><td>2</td><td>1</td></tr></table>				-			-					2	0	-	1	3	2	1	6	2	1
			-			-																
2	0	-	1	3	2	1	6	2	1													

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1.24.2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 22, ENTITLED “STREETS AND SIDEWALKS”, AT SECTION 22-5, ENTITLED “PAVEMENT, IMPROVEMENT AND USE OF SWALE AREAS”; AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT ARTICLE 415 ENTITLED “SIDEWALKS AND SWALES” TO UPDATE ALLOWABLE SWALE TREATMENTS; AND AMENDING ARTICLE 725, ENTITLED “DEFINITIONS”, AT SECTION 725-30 ENTITLED “TERMS DEFINED” TO INCLUDE FLORIDA FRIENDLY LANDSCAPING AND XERISCAPE

Purchasing Requests ONLY

Dept:

Acct #:

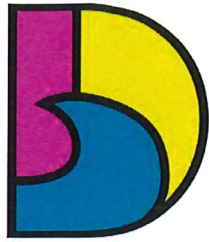
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-062-22 Staff Report signed, O-2022- Amending Ch. 22, Sec. 22-5 and Ch. 28, Art. 415 and Sec. 725-30 to Update Swale Treatments (TX-062-22), TX-062-22



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: September 14, 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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2022.08.22 16:18:15 -04'00'

SUBJECT: **TX-062-22:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, related to the allowable treatment of swales (FIRST READING).

Request

TEXT AMENDMENT

To amend the City's Code of Ordinances to amend the allowable treatment of swales.

Background

The South Florida region has seen reduced availability of potable water recently due to a variety of reasons, including population growth, saltwater intrusion, and climate change. In an effort to continue to conserve water, this amendment is being proposed to allow a variety of material to be used in the swale areas or Right-of-Ways instead of grass, which may require irrigation to survive.

Community Development staff researched several surrounding communities to see what materials they allowed in swale areas. Below are our findings.

- Town of Davie bio-swales, bio-retention areas and other creative stormwater management techniques.
- City of Hollywood live vegetative material shall be provided, xeriscaping is encouraged
- City of Hallandale Beach sod (grass)
- City of Wilton Manors turf (grass)

While the City's current Code of Ordinances identifies that, "The area immediately adjacent to the paved road surface extending to the right-of-way line or to the edge of sidewalk is primarily intended for the drainage of the paved roadways by percolation of the water through the natural sand soil and such area is not intended for parking of vehicles."

Staff is proposing a variety of alternate material for use in swale areas which would allow in some situations for parking to occur. These recommended swale area materials include:

- Sod/grass/turf/grass seeding
- Vegetative ground cover (natural weeds)
- Washed ¾ rock (gravel)
- Grass pavers/turf block
- Xeriscaping or Florida Friendly Landscaping
- Bioswales and other creative stormwater techniques

For reference, this ordinance will also establish a definition for Florida Friendly Landscaping and Xeriscaping as follows:

Florida Friendly Landscaping. Landscaping designed to emphasize sustainable landscape practices as adaptable, site-appropriate plants, stormwater filtration, and protection of water quality, as well as water conservation.

Xeriscape. Landscaping designed specifically for areas that are susceptible to drought, or for properties where water conservation is practiced. This landscape type and design requires little to no irrigation and are drought tolerant.

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Principle 3

Environmentally Sound Manner

1. Effective stormwater management and flood control
2. Protect our neighborhoods from flood

Objectives

- 2.2 Have an effective stormwater policy and management system that protect the community from flooding.

Value to Our Neighbors and Our Community

- 2.3 Protection from flooding through and effective stormwater management policy/program.
- 2.7 Protection of property and home values

Short Term Challenges and Opportunities

- 2.1 Protecting the neighborhoods from flooding.

Budgetary Impact

None.

The Planning and Zoning Board recommend approval of the ordinance to the City Commission.

Recommendation

Staff recommends the City Commission to approve this text amendment on first reading.

ORDINANCE NO. 2022-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED “STREETS AND SIDEWALKS”, AT SECTION 22-5, ENTITLED “PAVEMENT, IMPROVEMENT AND USE OF SWALE AREAS”; AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT ARTICLE 415 ENTITLED “SIDEWALKS AND SWALES” TO UPDATE ALLOWABLE SWALE TREATMENTS; AND AMENDING ARTICLE 725, ENTITLED “DEFINITIONS”, AT SECTION 725-30 ENTITLED “TERMS DEFINED” TO INCLUDE FLORIDA FRIENDLY LANDSCAPING AND XERISCAPE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach City Commission is seeking to update allowable swale treatments; and

WHEREAS, the proposed amendments are for the benefit of the City and ensure that the City Code is up to date;

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

Section 1. That Chapter 22, entitled “Streets And Sidewalks”, at Section 22-5, entitled “Pavement, improvement and use of swale areas”, is amended as follows:

CHAPTER 22

STREETS AND SIDEWALKS

* * *

Sec. 22-5. Pavement, improvement and use of swale areas.

With respect to the paving, improvement and use of drainage swales within the public right-of-way of streets or other public rights-of-way owned or controlled by the city, the following standards and regulations are adopted:

- (a) The area immediately adjacent to the paved road surface extending to the right-of-way line or to the edge of the sidewalk is primarily intended for the drainage of the paved roadway by percolation of the water through the natural sand soil and such area is not intended for parking vehicles. It may not be paved with any type of impervious paving ~~or any type of lime rock or stabilizing materials~~, except as follows:
 - (1) *Residential areas.* Paved driveways for access to abutting property. In no event shall this access drive or vehicular stopping area exceed thirty (30) percent of the frontage of the abutting lot.

- (2) *Commercial or industrial areas.* The above standard for residential areas also applies to commercial or industrial frontage. In the event a larger paved area is desired for parking or access, the owner of the abutting property must provide for subsurface drainage areas or other facilities which will be equal to the additional area which is proposed to be paved. A permit from the building division must be obtained for this construction. Application for a permit shall consist of a proposed plan including details of the construction, drawn, signed and sealed by a civil engineer and a completed permit application by a contractor holding the appropriate business tax receipt. The application package will be reviewed by the department of public services and issued by the building division upon the approval of the department of public services. Maintenance of such systems is the responsibility of the abutting property owner.
- (b) Drainage of paved areas on private property shall not drain into the public right-of-way.
 - (c) Sodding of the swale area and right-of-way is ~~encouraged~~ and permitted up to the edge of the paved roadways.
 - (d) Swale areas shall be constructed to conform with the sketch included in the regulations as adopted by subsection (f) hereof.
 - (e) Driveways or parking areas constructed of concrete are prohibited in the public right-of-way.
 - (f) The certain diagram entitled "Swale Areas for Residential and Commercial Frontage" which is attached to the regulations of the engineering department and which were approved December 8, 1959, three (3) copies of which are on file in the office of the city auditor and clerk, is hereby adopted and made a part hereof by reference and shall apply in the city.
 - (g) No rock other than washed three-fourth ($\frac{3}{4}$) rock shall be used unless paved over.
 - (h) All work done in the swale area shall be done at the owner's risk; if the city has to remove the same, there will be no recourse.
 - (i) The installation and uses within street swale areas within the city are limited to the following:
 - (1) Traffic control devices such as signal lights, stop signs and yield signs;
 - (2) Utility systems and appurtenant structures;
 - (3) Drainage systems and appurtenant structures;
 - (4) Mail boxes;
 - (5) Grass sodding, grass seeding or vegetative ground cover planted in an unpaved swale area is ~~required~~ allowed and both new and existing planted areas shall be maintained and trimmed by the abutting property owner or tenant on a regular basis consistent with city laws governing lawn and yard maintenance, unless the director of public services determines that an existing swale otherwise complies with the pervious requirements of the City Code of Ordinances and that such swale as currently existing can be maintained in a manner that complies with this section. The planting of single trunk trees shall be permitted in swale areas, with the

exception of any Causuarina trees (Australian pine trees), melaleuca trees, Brazilian oak or pepper, rubber trees, or Ficus trees, so long as the following conditions are complied with:

- a. Trees shall be planted not closer to the street pavement than one-half the distance between the property line and the street pavement.
- b. Trees shall not be planted closer together than twenty-five (25) feet and on corner lots shall be planted not less than twenty (20) feet from the intersection of any street lines or street lines proposed.
- c. No trees shall be permitted which are less than six (6) feet in height at the time of planting.
- d. All trees shall be kept trimmed by the abutting property owner or tenant and shall have a clearance of at least eight (8) feet above the sidewalk and fourteen (14) feet above the street level so as to permit pedestrian and vehicular traffic beneath them without interference.
- e. If roots and branches of any trees, hedges, or other plant growth shall cause damage or destruction to any sidewalk, curb, gutter, street pavement, utility line or other city-owned or publicly owned property, the director of public services shall notify the owner of the trees, hedges, or other plant growth by notice in writing, to cut down, destroy, or remove such trees within ten (10) working days from the date of receipt of the notice. In the event the owner shall fail or refuse to cut down, destroy, or remove same within the ten (10) working days, the director of public services shall cause the trees, hedges, or other plant growth to be removed or destroyed and shall charge the cost thereof against the owner. The amount of the cost to the city shall be constituted as a lien upon the property and shall be added to the utility bill.

(6) Grass pavers, or turf blocks, which are a type of open-cell unit paver in which the cells are filled with soil and planted with turf providing fifteen – sixty percent (0.15 – 0.60) permeability. A base layer of one to two inches (1” – 2”) crushed stone is required beneath the grass pavers,

or

must provide an engineered subsurface and be permitted and approved by the public services.

(7) Xeriscaping or Florida Friendly Landscaping.

(8) Bioswales and other creative stormwater techniques.

(6.9) Low-profile, dome-shaped decorative blocks or markers not to exceed twelve (12) inches in diameter and six (6) inches in height shall not constitute items which interfere with the drainage of the swale areas and shall specifically be permitted along street rights-of-way, drives, and public walks in the city. These dome-shaped decorative blocks or markers shall have rounded surface areas and no corners which make a right-angle projection corner interface. In the event that dome-shaped decorative blocks or markers are placed in the swale area, which shall be expressly permitted, they shall be painted white or with a white reflective material.

* * *

Section 2. That Chapter 28, entitled “Land Development Code”, amending Article 415, entitled “Sidewalks and Swales”, is amended as follows:

ARTICLE 415

SIDEWALKS AND SWALES

- (A) Chapter 22, article II of the Code of Ordinances requires that plats provide for sidewalks along public streets, requires construction of sidewalks when buildings are constructed or substantially improved, and establishes minimum width and construction standards for sidewalks. These standards are superseded by the sidewalk standards of article 309, which apply to the CC, SFED-MU, EDBB-MU, and NBHD-MU districts.
- (B) Chapter 22, Article I of the Code of Ordinances governs the use and maintenance responsibility of rights-of-way and swales, including, but not limited to, required ~~sodding or seeding of unpaved swales~~ treatment of the swale which may include sodding or seeding, washed rock or grass pavers, limitations on the use of concrete or pavers when constructing driveways within the right-of-way, allowable encroachments, and tree planting and maintenance regulations.

Section 3. That Chapter 28, entitled “Land Development Code”, at Section 725-30 entitled “Terms defined”, is amended as follows:

* * *

Sec. 725-30. - Terms defined.

* * *

Florida Friendly Landscaping. Research-based Landscaping program developed by University of Florida which promotes sustainable and integrated designs. Florida Friendly Landscapes should abide by one or more of nine core principles to reduce resource consumption, save money, limit pollution, benefit wildlife, and minimize maintenance:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch
5. Attract wildlife
6. Manage pests responsibly
7. Recycle yard waste
8. Reduce runoff
9. Protect waterfront

Xeriscape. Landscaping designed specifically for areas that are susceptible to drought, or for properties where significant water conservation is practiced. This landscape type and design requires little to no irrigation and maximizes drought tolerance.

Section 4. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on September 14, 2022.

PASSED AND ADOPTED on second reading on September ____, 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

Date Rec'd: 07/18/22

Petition No.: TX-062-22

- ☐ Other: Text Amendment (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- CM

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 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amendment for materials allowed in swale
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 18th DAY OF JULY, 2022

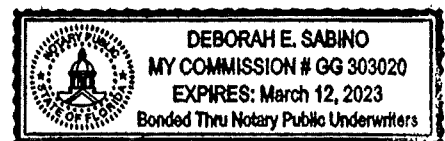
By:

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: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE “JURADO PLAT” (PL-054-22), SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC., ON BEHALF OF HYDRASOURCE CORP, FOR THE PROPERTY LOCATED AT 3581 SW 26TH TERRACE WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS

Purchasing Requests ONLY

Dept:

Acct #:

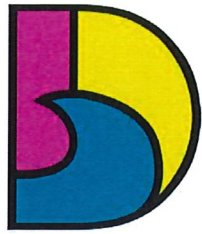
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

SR PL-54-22 Hydrasource Plat, R-2022- Jurado Plat (PL-054-22) (Hydrasource Corp. Warehouse), PLAT, LOCATION MAP, PROPETY SURVEY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: September 14, 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 Eleanor Norena
Corinne Lajoie, AICP, Assistant Director *CL*
Richard Lorber, AICP, Planning & Zoning Manager *RL*
Claudia Viviana Batista, Planner *CVB*

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou,
email=c.sosacruz@daniabeachfl.gov,
c=US
Date: 2022.09.02 11:09:48 -0400

SUBJECT: **PL-54-22:** The applicant, Leigh Robinson Kerr & Associates, on behalf property owner Hydrasource Corp, requests approval of a plat for the property located at 3581 SW 26 Terrace.

Request:

To plat the property and restrict its development to industrial warehouse and office.

Property Information:

EXISTING ZONING: IROM- AA (Industrial Research Office Marine Airport Approach)
LAND USE DESIGNATION: Industrial (I)
SITE ACREAGE: 24,834 SF (0.57 Acres)
EXISTING USE: Vacant

VIOLATIONS ON THIS PROPERTY

There are no outstanding code violations on this property

Background:

The subject property is a 0.57 acre vacant. The site is surrounded by industrial and vacant land. The future land use designation of the site is Industrial.

Development Review Committee:

The plat was reviewed by staff at the DRC on June 30, 2022, and again on July 28, 2022, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. There are no outstanding DRC comments.

The applicant has also submitted a Site Plan application for the development of light industrial warehouse. This is currently under review and will be presented to the Planning and Zoning Board at an upcoming meeting.

Strategic Plan

This application supports City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the plat will enable this site to be redevelopment, expanding the City's tax roll and collection of applicable impact fees as described in the site plan resolution.

Recommendation

Approve the resolution for the plat for industrial development.

RESOLUTION NO. 2022-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "JURADO PLAT" (PL-054-22), SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC., ON BEHALF OF HYDRASOURCE CORP, FOR THE PROPERTY LOCATED AT 3581 SW 26TH TERRACE WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28 of the Code of Ordinances of the City of Dania Beach (the "Code"), which chapter contains the City Land Development Code (the "LDC"), at Part 6, entitled "Development Review Procedures and Requirements", Article 640 "Plats", it is stated that since June 4, 1953, no principal building may be constructed on any lot unless a plat including the lot has been approved by both the City Commission and County Commission, and recorded in the official records of Broward County; and

WHEREAS, Leigh Robinson Kerr & Associates, Inc, on behalf of Hydrasource Corp. (the "Applicant"), is requesting Plat approval (PL-054-22), for property bearing the address 3581 SW 26 Terrace, in the City of Dania Beach, as legally described in attached Exhibit "A" a copy of which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the Applicant is requesting approval of the proposed "Jurado Plat" (PL054-22) to permit the future development of the subject property pursuant to and consistent with the attached plat provided as Exhibit "B" and

WHEREAS, the "Jurado Plat" (PL-054-22), is restricted to 10,000 square feet of industrial use; and

WHEREAS, the City's Development Review Committee (the "DRC"), which includes representatives from the Broward Sheriff's Office, Broward Fire Department, Public Services Department, the City's landscape consultant and the Planning Division staff, reviewed the plat for compliance with all applicable regulations; and

WHEREAS, staff recommends approval of the plat for the proposed development; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Plat (PL-054-22) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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

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

Section 2. That pursuant to Chapter 28, Part 6 of the LDC, Part 6, “Development Review Procedures and Requirements”, Article 640, “Plats”, the following “Jurado Plat” (PL-054-22), attached as Exhibit “B”, which is made a part of and incorporated into this Resolution by this reference is approved.

Section 3. That pursuant to Chapter 28, Part 6 of the Land Development Code, Article 640, Section 640-80 entitled “Plat Expiration”, the Plat approval shall automatically expire and become null and void in accordance with the timeline set forth in the Broward County Land Development Code.

Section 4. That the issuance of a development order 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 development order if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

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

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

PASSED AND ADOPTED on September 14, 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

LEGAL DESCRIPTION (JURADO PLAT):

All the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 56.87 feet North American Vertical Datum 1988 (NAVD 88), said parcel being described as follows:

A portion of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County Florida, lying West of the centerline of Old Tram Road, less the East 25.00 feet thereof and Less the South 35.00 feet thereof, more fully described as follows:

Commencing at the South one-quarter (S 1/4) of said Section 20; thence North 01°55'12" West, on the West line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 35.00 feet to the Point of Beginning; thence continuing North 01°55'12" West, on said West line, a distance of 137.00 feet; thence North 88°19'08" East, on the North line of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 182.54 feet; thence South 00°56'06" East, on the West right-of-way line of Tram Road (S.W. 26th Terrace - 50 feet right-of-way) a distance of 137.01 feet; thence South 88°19'08" West, on the North right-of-way line of Collins Road (S.W. 36th Street - 75 feet right-of-way), being a line 35.00 feet North of and parallel with the South line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 180.19 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 24,847 square feet or 0.5704 acres more or less.

EXHIBIT B
“JURADO PLAT”
(PL054-22)

S WHEREOF: I hereunto set my hand in the City of Dania Beach, County of Broward, State of Florida,
 day of 20

Witness:	Name of witness printed
-----------------	-------------------------

He is _____, as identification
 I personally known to me or
 I has produced _____ and
 I did take and oath.
 I did not take an oath.

Expires: _____
My Commission # _____

Expires: _____



**A PLAT OF A PORTION OF THE
SOUTHEAST ONE-QUARTER (SE 1/4),
SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA
MARCH, 2022**

PREPARED BY: McLAUGHLIN ENGINEERING CO. 1700 N.W. 64th STREET, SUITE 400 FORT LAUDERDALE

Name Printed: Eleanor Norang, Director

Concurrency, impact fees for the construction, expansion, and/or conversion of a building within this plat shall be paid on the date of building permit issuance.

Attest: _____ day of _____, 202

By: _____ Name Printed: _____ City Engineer, Florida P.E. Registration # _____

By _____ Director / Designer

This plot has been reviewed for conformity with Chapter 177, Florida Statutes.

Richard Tomese
(date)

THUS IS TO CERTIFY: That the Broward County Planning Council approved this plat subject to its compliance with dedication of right-of-way for trafficways this _____ day of _____, 20____. By _____, Chairperson this plat complies with the approval of the Broward County Planning Council of the above date and is approved and accepted for record

This _____ day of _____, 20____ By: _____
Executive Director or Designee

THIS IS TO CERTIFY: That this plat complies with the provisions of Chapter 177, FLORIDA STATUTES, and was accepted for record by the Board of County Commissioners of Broward County, Florida, this _____ day of _____, 20____.

I HEREBY CERTIFY, That the attached plat is a true and correct representation of the lands recently surveyed, subdivided and platted under my responsible direction and supervision, that the survey data shown conforms with the applicable requirements of Chapter 177, FLORIDA STATUTES, and further that the PERMANENT REFERENCE MONUMENTS (P.R.M.'s) were set in accordance with Section 177.091 of said Chapter 177, on this 20 day of January, 2021.

SS _____, this plat dated at Fort Lauderdale, Florida, this 4th day of January, 2021.

STATE OF FLORIDA
COUNTY OF BROWARD

Dania Beach
Corporate Sq

Robert P. Legg, Jr.
Survivor's Seal

Richard Tomase
Engineer's Seal

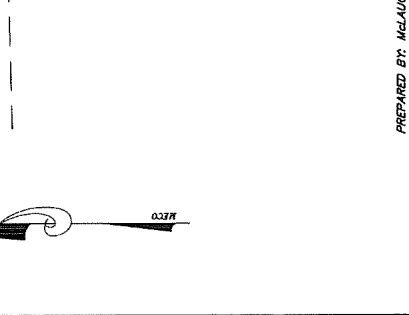
McLaughlin Jr.
Survivor's Seed

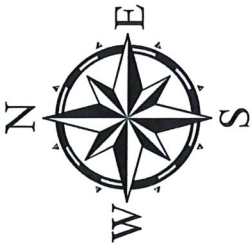
A circular seal for Hydrasource Corp. The text "HYDRASOURCE CORP." is written along the top inner edge, and "CORPORATE SEAL" is written along the bottom inner edge. In the center, the words "HYDRASOURCE CORP." are stacked vertically above the word "SEAL".

By: _____

James M. McLaughlin, Jr.
Registered Land Surveyor
State of Florida.
for McLAUGHLIN ENGINEERS
1700 N.W. 64th STREET,
Fort Lauderdale, Florida
Certificate of Authorization

● P.R.M. — indicates Permanent Reference Monument 444524 Concrete monument w/ brass disk stamped "McLaughlin Eng. Co., L.B. 295"
 N.I.C. P.M. — indicates No. in Chap. P.R.M. set in impervious surface
 NO. — indicates number
 P.B. — indicates Licensed Business Number
 P.B. PG. — indicates Plot Book & Page
 B.C.R. — indicates Broward County Records
 O.P.C. — indicates Official Record, Page
 FPL — indicates Florida Power & Light Co.
 S&T — indicates Southern Bell Telephone & Telegraph Co.
 ☎ — indicates centerline





PL-054-22

APPLICANT:
(Leigh Kerr & Associates)

PROPERTY ADDRESS:
3581 SW 26 TERRACE

PROPOSED
HYDRASOURCE WAREHOUSE PLAT

Legend



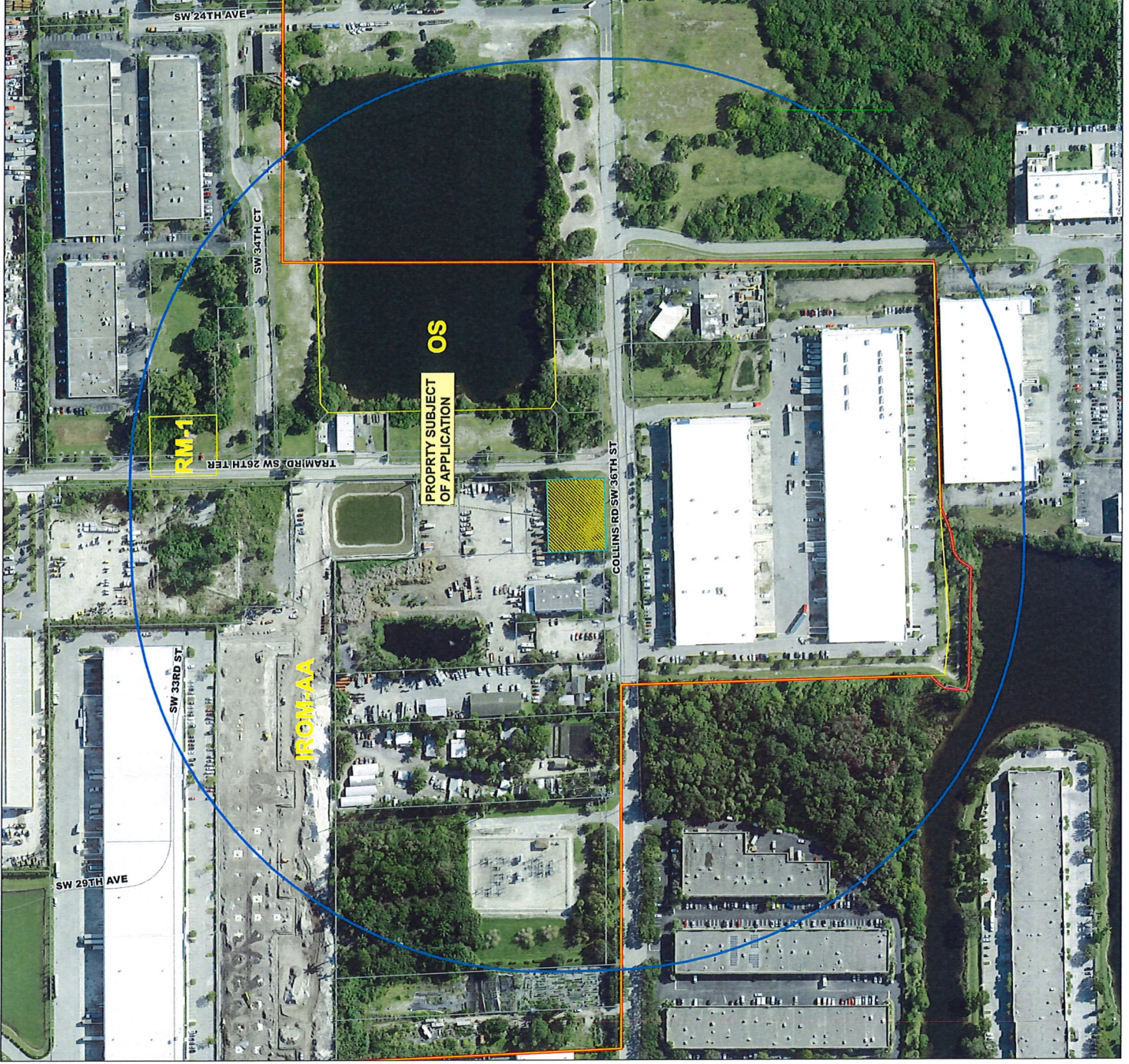
SUBJECT PROPERTY



1000' DISTANCE BUFFER



DANIA BEACH
SEA LIFE IS LOVE IT



RESOLUTION NO. 2022-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “JURADO PLAT” (PL-054-22), SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC., ON BEHALF OF HYDRASOURCE CORP, FOR THE PROPERTY LOCATED AT 3581 SW 26TH TERRACE WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28 of the Code of Ordinances of the City of Dania Beach (the “Code”), which chapter contains the City Land Development Code (the “LDC”), at Part 6, entitled “Development Review Procedures and Requirements”, Article 640 “Plats”, it is stated that since June 4, 1953, no principal building may be constructed on any lot unless a plat including the lot has been approved by both the City Commission and County Commission, and recorded in the official records of Broward County; and

WHEREAS, Leigh Robinson Kerr & Associates, Inc, on behalf of Hydrasource Corp. (the “Applicant”), is requesting Plat approval (PL-054-22), for property bearing the address 3581 SW 26 Terrace, in the City of Dania Beach, as legally described in attached Exhibit “A” a copy of which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the Applicant is requesting approval of the proposed “Jurado Plat” (PL054-22) to permit the future development of the subject property pursuant to and consistent with the attached plat provided as Exhibit “B” and

WHEREAS, the “Jurado Plat” (PL-054-22), is restricted to 10,000 square feet of industrial use; and

WHEREAS, the City’s Development Review Committee (the “DRC”), which includes representatives from the Broward Sheriff’s Office, Broward Fire Department, Public Services Department, the City’s landscape consultant and the Planning Division staff, reviewed the plat for compliance with all applicable regulations; and

WHEREAS, staff recommends approval of the plat for the proposed development; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Plat (PL-054-22) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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

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

Section 2. That pursuant to Chapter 28, Part 6 of the LDC, Part 6, “Development Review Procedures and Requirements”, Article 640, “Plats”, the following “Jurado Plat” (PL-054-22), attached as Exhibit “B”, which is made a part of and incorporated into this Resolution by this reference is approved.

Section 3. That pursuant to Chapter 28, Part 6 of the Land Development Code, Article 640, Section 640-80 entitled “Plat Expiration”, the Plat approval shall automatically expire and become null and void in accordance with the timeline set forth in the Broward County Land Development Code.

Section 4. That the issuance of a development order 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 development order if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

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

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

PASSED AND ADOPTED on September 14, 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

LEGAL DESCRIPTION (JURADO PLAT):

All the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 56.87 feet North American Vertical Datum 1988 (NAVD 88), said parcel being described as follows:

A portion of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County Florida, lying West of the centerline of Old Tram Road, less the East 25.00 feet thereof and Less the South 35.00 feet thereof, more fully described as follows:

Commencing at the South one-quarter (S 1/4) of said Section 20; thence North 01°55'12" West, on the West line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 35.00 feet to the Point of Beginning; thence continuing North 01°55'12" West, on said West line, a distance of 137.00 feet; thence North 88°19'08" East, on the North line of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 182.54 feet; thence South 00°56'06" East, on the West right-of-way line of Tram Road (S.W. 26th Terrace - 50 feet right-of-way) a distance of 137.01 feet; thence South 88°19'08" West, on the North right-of-way line of Collins Road (S.W. 36th Street - 75 feet right-of-way), being a line 35.00 feet North of and parallel with the South line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 180.19 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 24,847 square feet or 0.5704 acres more or less.

EXHIBIT B
“JURADO PLAT”
(PL054-22)

DEDICATION

STATE OF FLORIDA SS KNOW ALL MEN BY THESE PRESENTS: That HYDRASOURCE CORP., a Florida Corporation, owner of the
COUNTY OF BROWARD lands described in and shown as included in this plat, has caused said lands to be s

S WHEREOF: I hereunto set my hand in the City of Dania Beach, County of Broward, State of Florida,
this _____ day of _____, 20_____.

HYDRASOURCE CORP., a Florida Corporation

Officer: _____ Name printed: Henry A. Jurado Title: President

Witness: _____ Name of witness printed _____

Witness: _____ Name of witness printed _____

ACKNOWLEDGMENT

STATE OF FLORIDA SS The foregoing instrument was acknowledged before me by means of physical presence ____ or online
COUNTY OF BROWARD notarization ___, this _____ day of _____ 20_____, by Henry A. Jurado being the President
of, HYDRASOURCE CORP., a Florida for profit corporation, on behalf of the corporation.

She is

[] personally known to me or

[] has produced _____, as identification,

and

[] did take and oath.

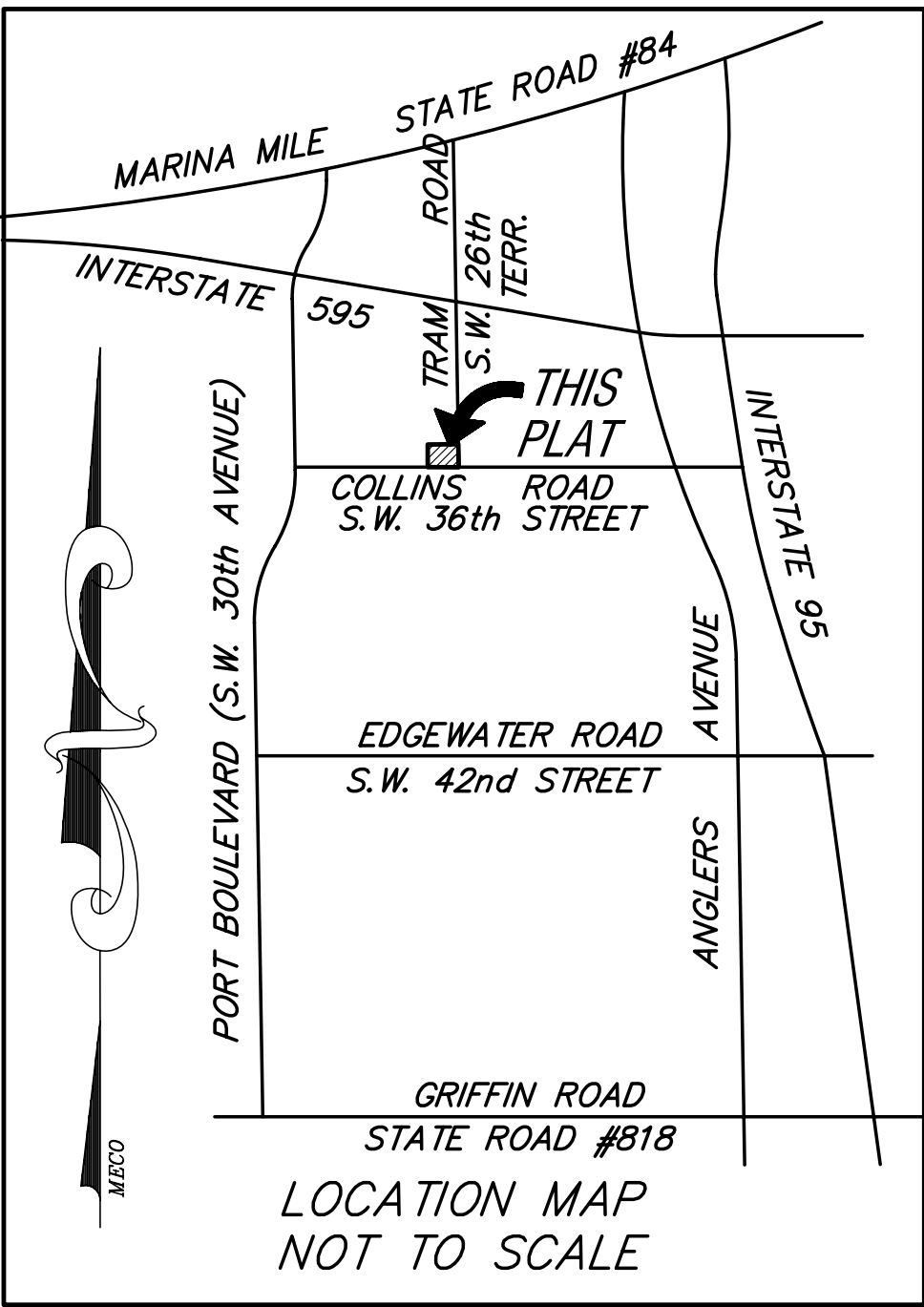
[] did not take an oath.

NOTARY PUBLIC _____ STATE OF FLORIDA

Name of Notary printed _____

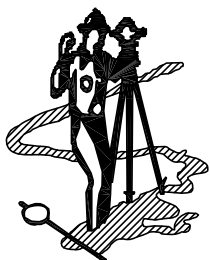
My Commission # _____ Expires: _____

NOTARY SEAL



"JURADO"

**A PLAT OF A PORTION OF THE
SOUTHEAST ONE-QUARTER (SE 1/4),
SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA
MARCH, 2022**



PREPARED BY: McLAUGHLIN ENGINEERING CO. 1700 N.W. 64th STREET, SUITE 400 FORT LAUDERDALE

FLORIDA 33309

TEL. (954) 763-7611

FAX (954) 763-7615

SURVEY FILE NO. 21-3-_____

McL JOB NO.: V-6837

0__-MP-22

COMMUNITY DEVELOPMENT DIRECTOR

This plat is approved and accepted for record this _____ day of _____, 202____.

By: _____ Name Printed: Eleanor Norena, Director

CITY COMMISSION

STATE OF FLORIDA SS THIS IS TO CERTIFY: That this plat has been accepted and approved for record by the CITY COMMISSION OF
COUNTY OF BROWARD THE CITY OF DANIA BEACH, FLORIDA, in and by ORDINANCE NO. 2021-_____, adopted by the said City Commission,
this _____ day of _____, 202_____.

Concurrency, impact fees for the construction, expansion, and/or conversion of a building within this plat shall be paid on
the date of building permit issuance.

By: _____ Tamara James, Mayor, this _____ day of _____, 202____.

Attest: _____ Tom Schneider, City Clerk, this _____ day of _____, 202____.

CITY ENGINEER

This plat is approved and accepted for record this _____ day of _____, 202____.

By: _____ Name Printed: _____, City Engineer, Florida P.E. Registration # _____

BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT

This plat is approved and accepted for record this _____ day of _____, 20_____.

By: _____ Director / Designee

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

This plat has been reviewed for conformity
with Chapter 177, Florida Statutes.

This plat has been approved and accepted for record.

By: _____

Robert P. Legg, Jr. (date)
Professional Surveyor and Mapper
Florida Registration Number: LS4030

By: _____

Richard Tornese (date)
Director
Florida Professional Engineer,
Registration Number 40263

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY: That the Broward County Planning Council approved this plat subject to its compliance with dedication of right-of-way

for trafficways this _____ day of _____, 20____. By: _____ Chairperson This

plat complies with the approval of the Broward County Planning Council of the above date and is approved and accepted for record

this _____ day of _____, 20____. By: _____ Executive Director or Designee

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT – COUNTY RECORDS DIVISION – MINUTES SECTION

THIS IS TO CERTIFY: That this plat complies with the provisions of Chapter 177, FLORIDA STATUTES, and was accepted for record by the Board of County
Commissioners of Broward County, Florida, this _____ day of _____, 20____.

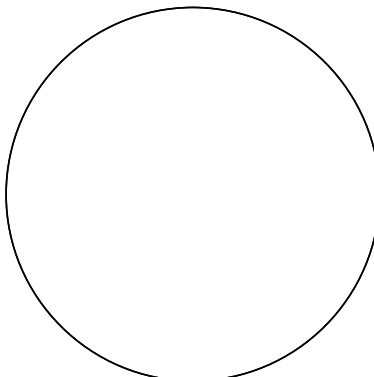
By: _____ Mayor – County Commission

SURVEYOR'S CERTIFICATE

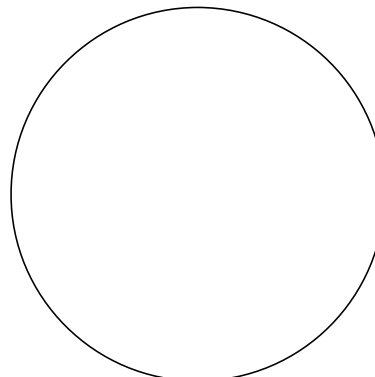
STATE OF FLORIDA SS I HEREBY CERTIFY: That the attached plat is a true and correct representation of the lands recently surveyed,
COUNTY OF BROWARD subdivided and platted under my responsible direction and supervision, that the survey data shown complies with the
applicable requirements of Chapter 177, FLORIDA STATUTES, and further that the PERMANENT REFERENCE MONUMENTS (P.R.M.'S) were set in
accordance with Section 177.091 of said Chapter 177, on this _____ day of _____, 20_____. This plat conforms to all applicable
sections of Chapter 5J-17.05, FLORIDA ADMINISTRATIVE CODE. This plat dated at Fort Lauderdale, Florida, this 4th day of January, 2021.



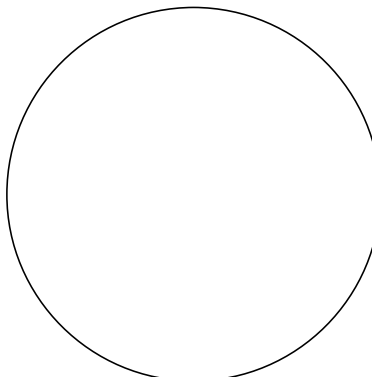
City
Engineers
Seal



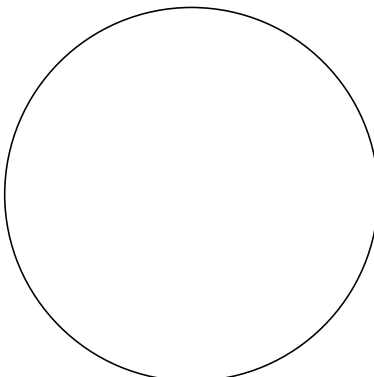
City of
Dania Beach
Corporate Seal



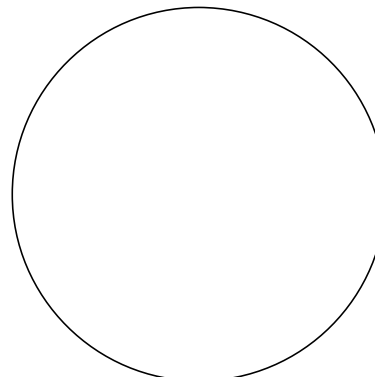
Robert P. Legg, Jr.
Surveyor's Seal



Richard Tornese
Engineer's Seal



James M.
McLaughlin, Jr.
Surveyor's Seal



By: _____

James M. McLaughlin, Jr.
Registered Land Surveyor No. LS4497
State of Florida.
for McLAUGHLIN ENGINEERING COMPANY
1700 N.W. 64th STREET, SUITE 400
Fort Lauderdale, Florida 33309
Certificate of Authorization Number: LB 285

SURVEYOR'S NOTES:

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of Broward County, Florida.

Bearings shown refer to an assumed meridian and refer to the South line of the Southeast one-quarter (SE 1/4) of Section 20-50-42, North 88°18'58" East, referenced by monumentation on the North Right-of-Way line of N.E. 36th Street (35 feet North) depicted hereon.

THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION(28), FLORIDA STATUTES:

Platted utility easements are also easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This note does not apply to private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.

PLAT RESTRICTION:

This plat restricted to 10,000 SQUARE FEET OF INDUSTRIAL USE,

BELOW AN ELEVATION OF 56.87 FEET NORTH AMERICAN VERTICAL DATUM 1988.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.

Any structure within this plat must comply with Section 2.1.f., Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.

LEGAL DESCRIPTION:

All the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 56.87 feet North American Vertical Datum 1988 (NAVD 88), said parcel being described as follows:

A portion of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County Florida, lying West of the centerline of Old Tram Road, less the East 25.00 feet thereof and Less the South 35.00 feet thereof, more fully described as follows:

Commencing at the South one-quarter (S 1/4) of said Section 20; thence North 01°55'12" West, on the West line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 35.00 feet to the Point of Beginning; thence continuing North 01°55'12" West, on said West line, a distance of 137.00 feet; thence North 88°19'08" East, on the North line of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 182.54 feet; thence South 00°56'06" East, on the West right-of-way line of Tram Road (S.W. 26th Terrace - 50 feet right-of-way) a distance of 137.01 feet; thence South 88°19'08" West, on the North right-of-way line of Collins Road (S.W. 36th Street - 75 feet right-of-way), being a line 35.00 feet North of and parallel with the South line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 180.19 feet to the Point of Beginning.

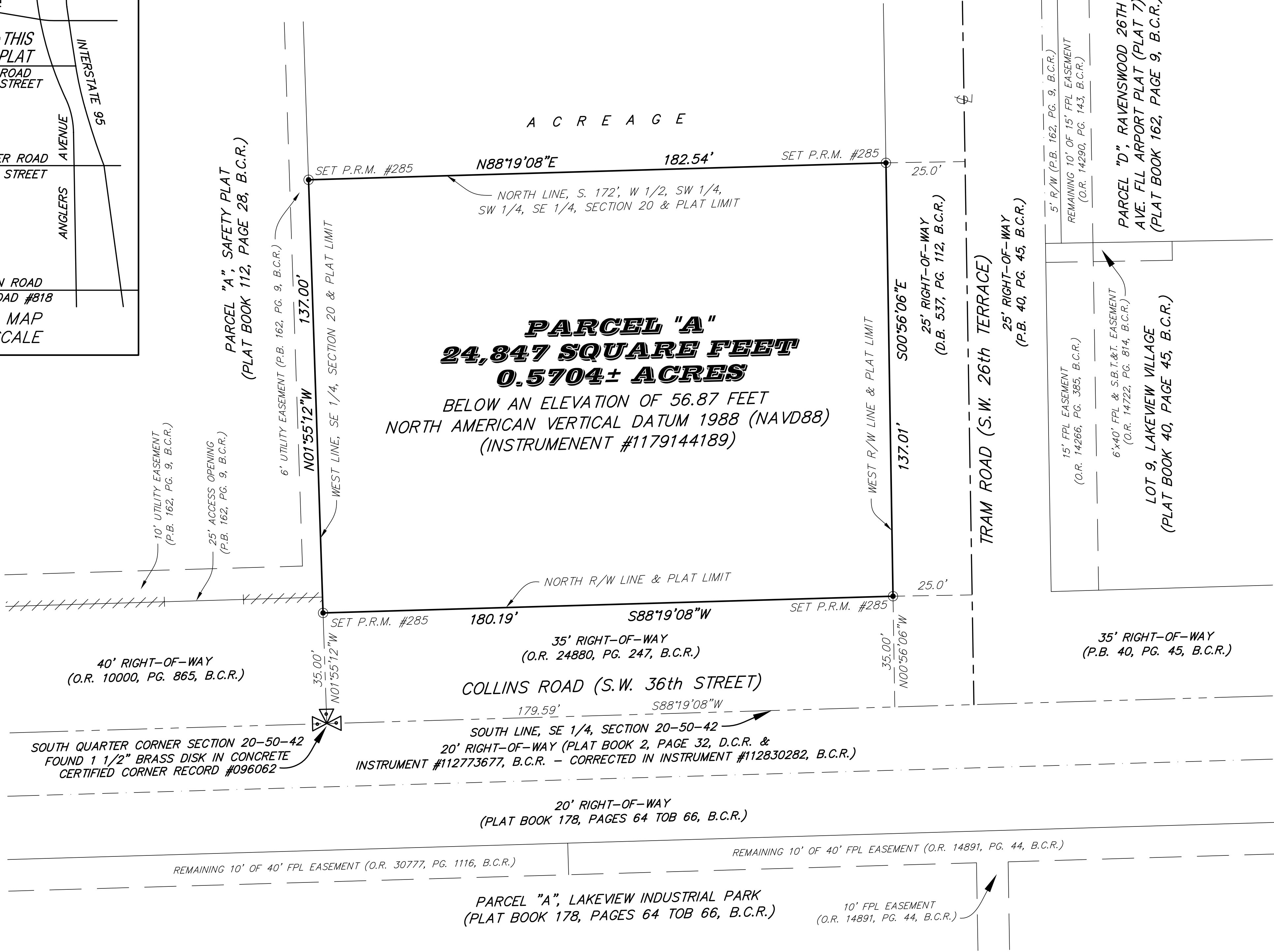
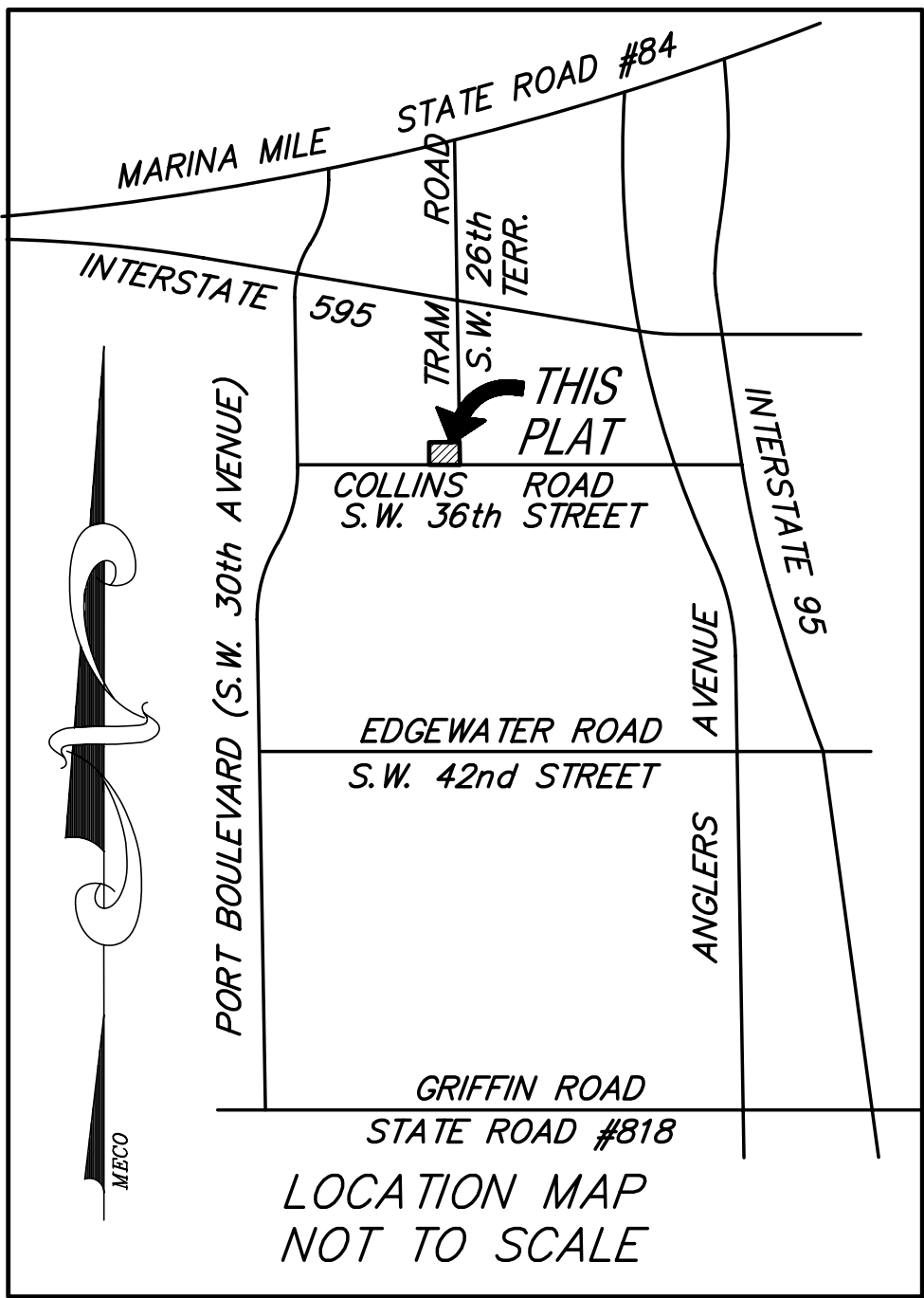
Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 24,847 square feet or 0.5704 acres more or less.

LEGEND:

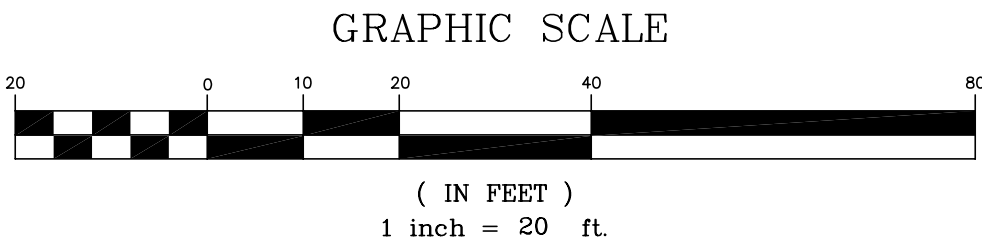
- P.R.M. - indicates Permanent Reference Monument (4"x4"x24" Concrete monument w/brass disk stamped "McLaughlin Eng. Co."-L.B. 285)
- N.I.C. PRM - indicates Nail in Cap P.R.M. #285 set in impervious surface
- NO. - indicates number
- L.B. - indicates Licensed Business Number
- P.B. PG. - indicates Plat Book & Page
- B.C.R. - indicates Broward County Records
- O.R., PG., - indicates Official Record, Page
- FPL - indicates Florida Power & Light Co.
- SBT&T - indicates Southern Bell Telephone & Telegraph Co.
- ⊕ - indicates centerline

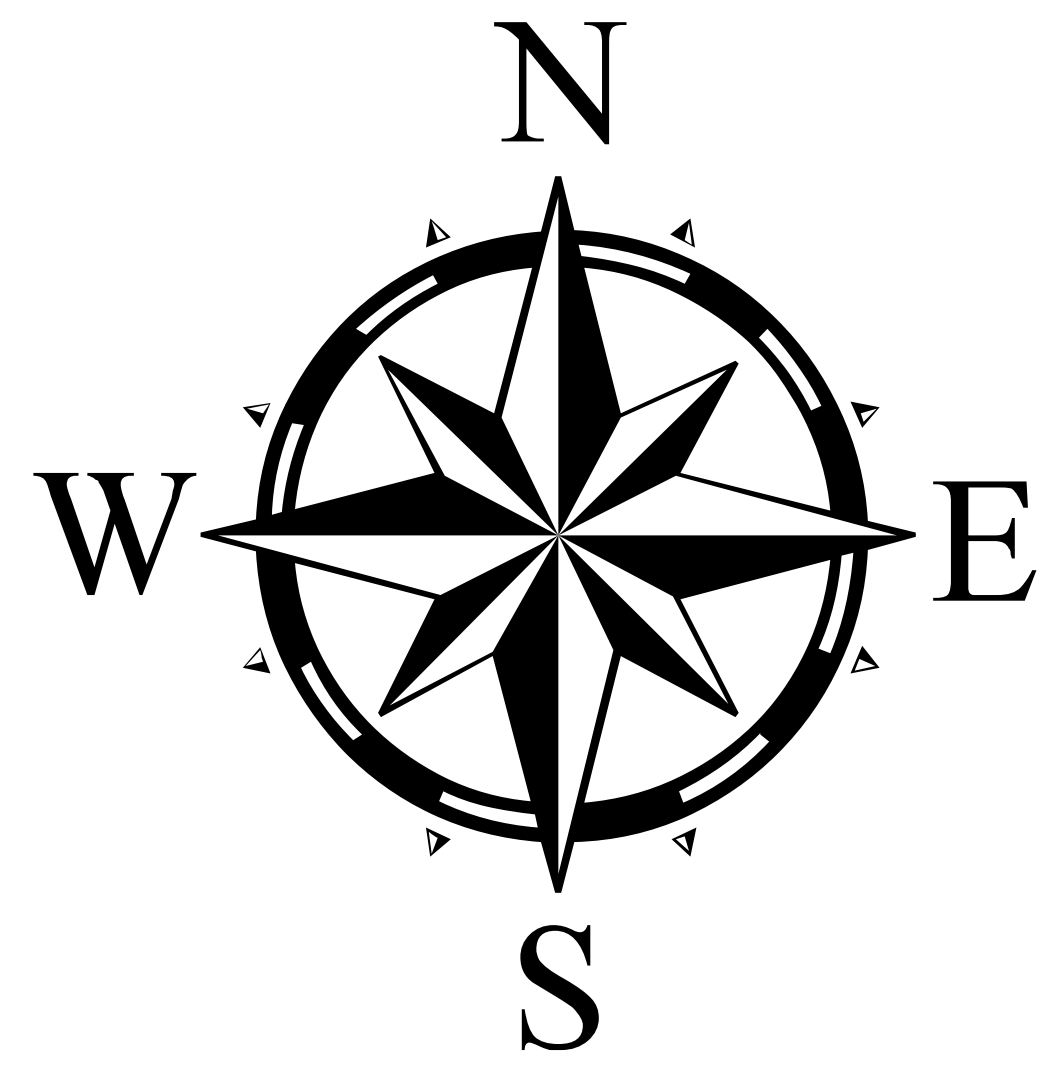


Q_-MP-22



"JURADO"
A PLAT OF A PORTION OF THE
SOUTHEAST ONE-QUARTER (SE 1/4),
SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA
MARCH, 2022





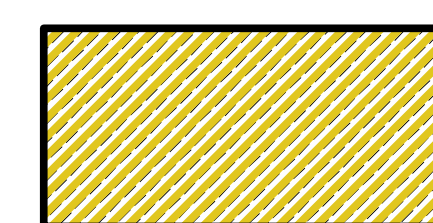
PL-054-22

APPLICANT:
(Leigh Kerr & Associates)

PROPERTY ADDRESS:
3581 SW 26 TERRACE

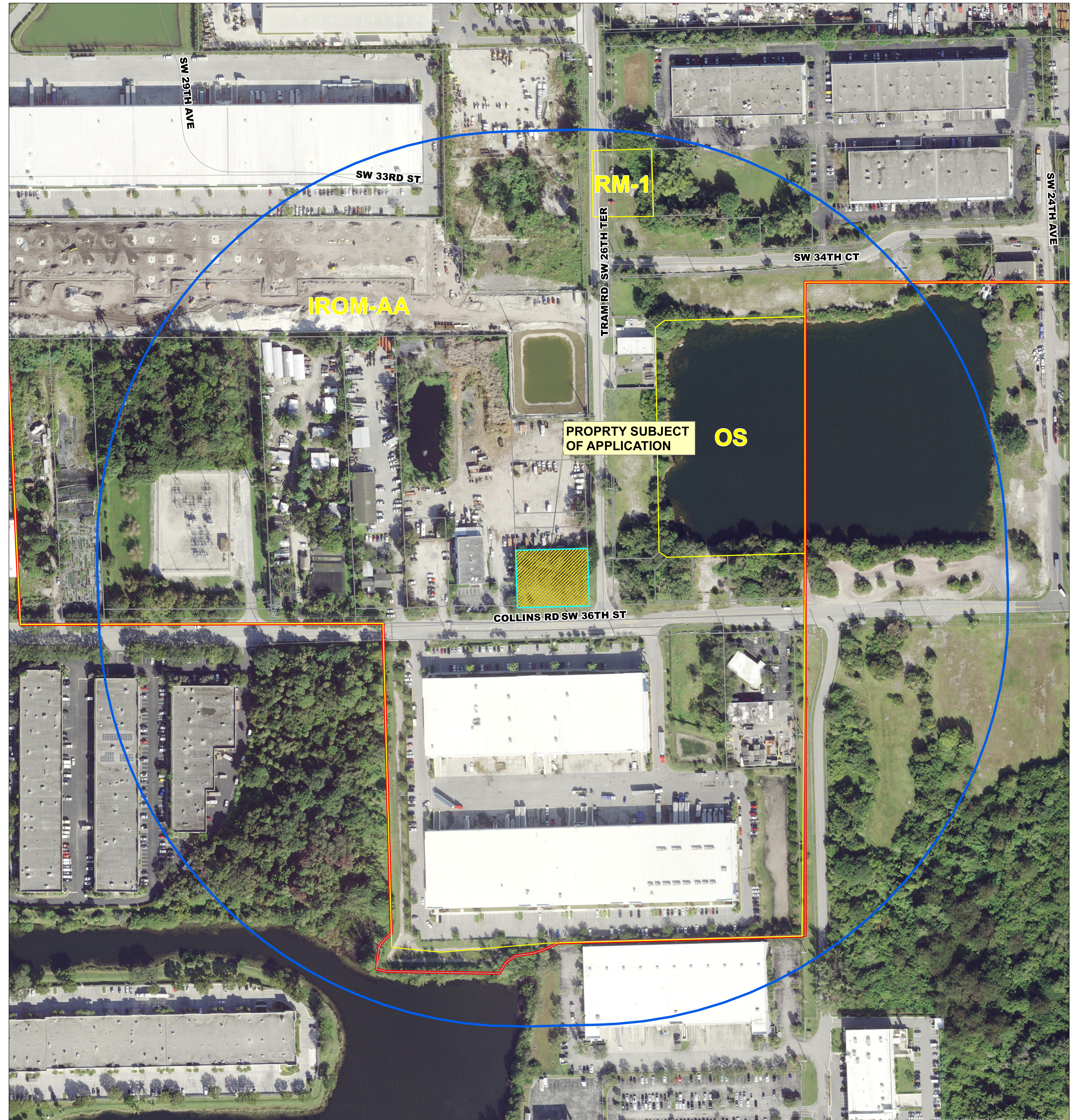
PROPOSED
HYDRASOURCE WAREHOUSE PLAT

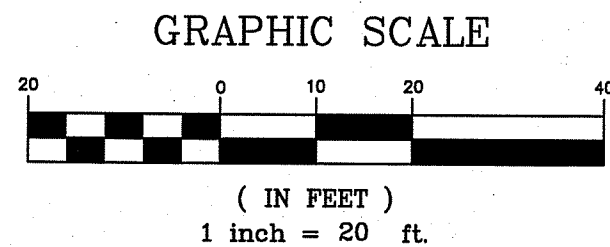
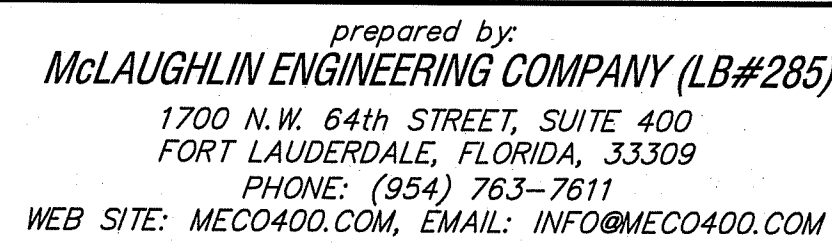
Legend

-  SUBJECT PROPERTY
-  1000' DISTANCE BUFFER

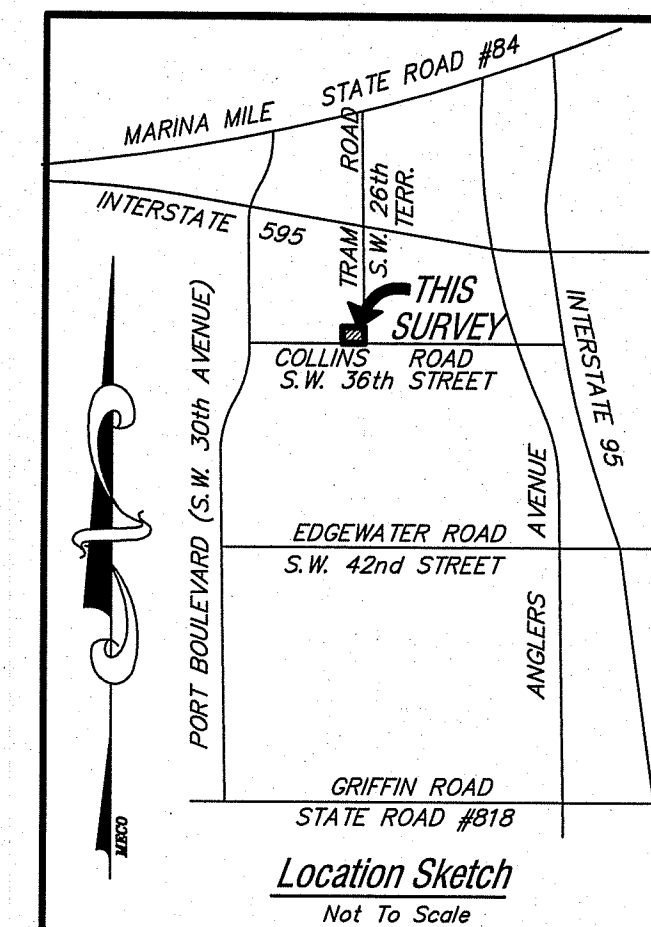


0 115 230 460 690 920 Feet

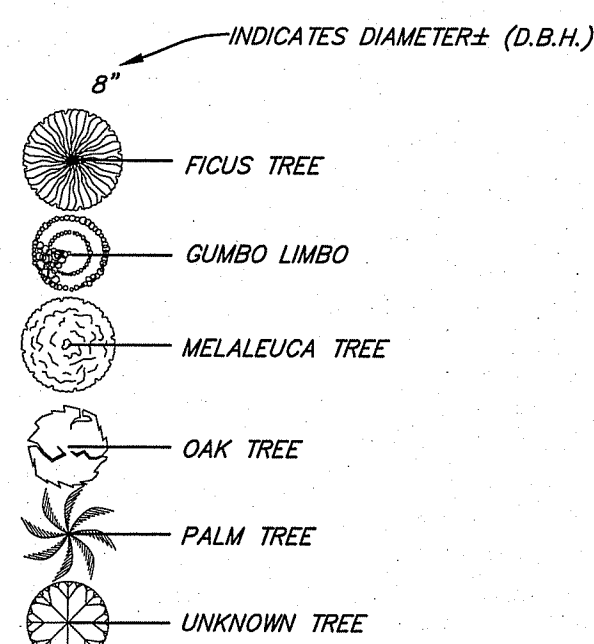




RECORD LAND SURVEY
A PORTION OF THE
SOUTHEAST ONE-QUARTER (SE 1/4) OF
SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
CITY OF DANIA BEACH,
BROWARD COUNTY, FLORIDA



TREE SYMBOLS



LEGEND

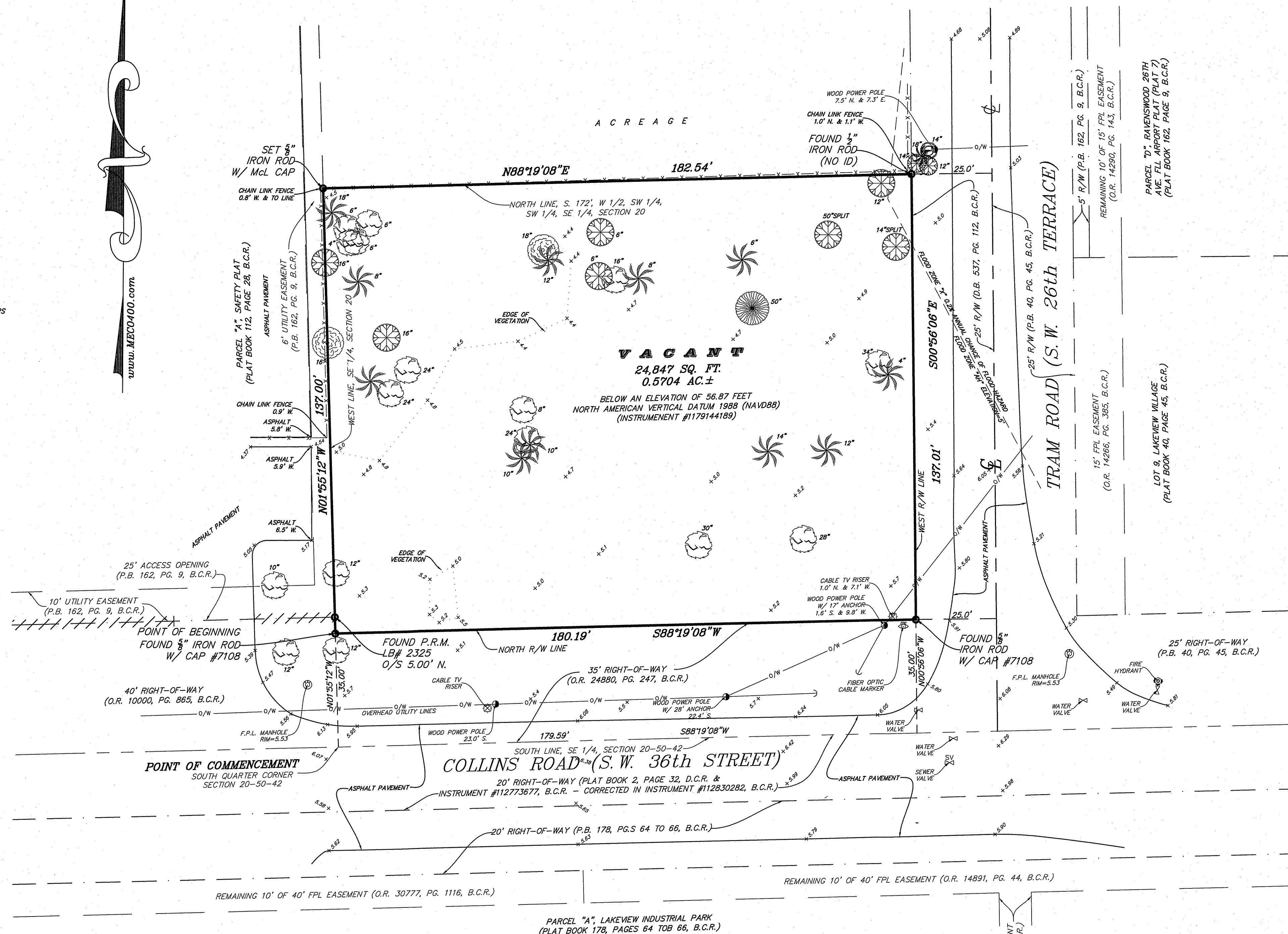
P = CENTRAL ANGLE (DELTA)	MHW = MEAN HIGH WATER
A/C = AIR CONDITIONING	MISC. = MISCELLANEOUS
A.K.A. = ALSO KNOWN AS	M.L.P.(x) = METAL LIGHT POLE
AL = ALUMINUM LIGHT POLE	MRE = MORE AREA
ALTA = AMERICAN LAND TITLE ASSOCIATION	NGS = NATIONAL GEODETIC SURVEY
A.R. = ARCH LENGTH	NPSS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
AS = ASBESTOS-CONTAINING RECORDS	N0289 = NATIONAL NORTH AMERICAN VERTICAL DATUM (1989)
B.F.P. = BACK FLOW PREVENTOR	NAV88B = NORTH AMERICA VERTICAL DATUM (1988)
B.H.W.D. = BURIED	N.S.I.D. = NORTH SPRINGS IMPROVEMENT DISTRICT
B = BASE LINE	ONSET
C.A.T.V. = CABLE TV TERMINAL OR BOX	O.R.B. = OFFICIAL RECORDS BOOK
CALC. = CALCULATED	O/S = OVERHEAD UTILITY LINES
C.B.S. = CONCRETE, BLOCK AND STUCCO	P.C. = PAGE
C.E. = CEILINGLINE OF RIGHT-OF-WAY	P.B. = PLAT BOOK
CHRD = CHORD	P.B.C.R. = PLAT BEACH COUNTY RECORDS
CHRBG = CHORD BEARING	P.C. = POINT OF CURVE
C.I.C. = CIRCULAR CURVE CONTROL LINE	P.C.T. = POLLUTION CONTROL DEVICE
C.L.F. = CHAIN LINK FENCE	P.I. = POINT OF INTERSECTION
C.L.P. = CONCRETE LIGHT POLE	P.I.V. = POST INDICATING VALVE
C.P. = CONCRETE POWER POLE	P.O.B. = POINT OF BEGINNING
CO = COMPANY	P.O.C.C. = POINT OF COMMENCEMENT
CONG. = CONCRETE	P.R.C. = POINT OF REVERSE CURVE
COO = CLEAN OUT	P.R.M. = PERMANENT REFERENCE MONUMENT
COB = CURED BOX	R = RADIUS
DESC. = DESCRIPTION FROM FORMER DESCRIPTION	R.C.P. = REINFORCED CONCRETE PIPE
DIA. = DIAMETER	R/W = RIGHT-OF-WAY
D.I.D. = DIAMETER AT BREAST HEIGHT	S.B.T. = SOUTHERN BELL TELEPHONE
ELEC. = ELECTRIC	SB = SEWER VALVE
ELEV. = ELEVATION	S.H.W. = SEASONAL HIGH WATER LINE
F = FEET	S.I.L. = SURVEY TIE
F.F. = FIRE HYDRANT	TAN. = TANGENT
F.D.G. = FLORIDA DEPARTMENT OF TRANSPORTATION	T.B. = TIE BEARING
F.P.L. = FLORIDA POWER AND LIGHT CO.	W.M. = WATER METER
G.T.M. = GREASE TRAP MANHOLE	W.B. = WATER VALVE
H. = HAND HOLE	W.B.H. = WET FACE BULKHEAD
I.C.V. = IRRIGATION CONTROL VALVE	W/F = WET FACE OF CANAL
INV. = INVERT	W.L.P. = WOOD STREET LIGHT POLE
I.B. = INVENTORY BUSINESS	W.L.P.L. = WOOD POWER LINE LIGHT POLE
MAG. = MAGNET	W.P.P. = WOOD POWER POLE
M.D.C. = MISSISSIPPI DRAINAGE RECORDS	W/M&A = WATKINS ENGINEERING CO. CAP
MES. = FIELD MEASURE	W/INTS = WITH INTENSITY CAP # 285
M = PARKING SPACES	W/M.C. = HANDICAPPED PARKING SPACE

NOTES:

- 1) *This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.*
- 2) *Underground improvements if any not located.*
- 3) *This drawing is not valid unless sealed with an authorized surveyor seal.*
- 4) *Boundary survey information does not infer Title or Ownership.*
- 5) *Reference Bench Mark: Broward County Engineering Department, BM # 3668, Elevation= 6.08 (NGVD29) converted to 6.49 (NAVD88).*
- 6) *Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: ⁸⁹, RLL= 6.59*
- 7) *This property lies in Flood Zones "AH", Elev.=5.0 & "X", 0.2% Annual Chance of Flood Hazard Per Flood Insurance Rate Map No. 12011C0558 H, Dated: August 18, 2014, Community Panel No. 120334.*
- 8) *Underground Utility locations shown hereon, if any, are based upon paint marks on the ground provided by others. McLaughlin Engineering Company did not confirm the accuracy of this data. The exact location of all utilities should be confirmed prior to design or construction.*
- 9) *Bearings shown hereon assume the South line of the Southeast one-quarter (SE 1/4) of Section 20, as South 88°19'08" West.*
- 10) *Elevations per North American Vertical Datum (1988) derived from National Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from <http://www.tech.army.mil/>*

OFFICE NOTES

FIELD BOOK NO. EFB, GPS
JOB ORDER NO. V-6836
CHECKED BY: _____
DRAWN BY: JMMjr, RDR



Legal Description:

All the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 56.87 feet North American Vertical Datum 1988 (NAVD 88), said parcel being described as follows:

A portion of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 20, Township 50 South, Range 42 East, Broward County Florida, lying West of the centerline of Old Tram Road, less the East 25.00 feet thereof and Less the South 35.00 feet thereof, more fully described as follows:

Commencing at the South one-quarter (S 1/4) of said Section 20; thence North 01°55'12" West, on the West line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 35.00 feet to the Point of Beginning, thence continuing North 01°55'12" West, on said West line of the Southeast one-quarter (SE 1/4) of said Section 20, 88°19'08" East, on the North line of the South 172.00 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 182.54 feet; thence South 00°56'06" East, on the West right-of-way line of Tram Road (S.W. 26th Terrace - 50 feet right-of-way) a distance of 137.01 feet; thence South 88°19'08" West, on the North right-of-way line of Collins Road (S.W. 36th Street - 75 feet right-of-way), being a line 35.00 feet North of and parallel with the South line of the Southeast one-quarter (SE 1/4) of said Section 20, a distance of 180.19 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Dania Beach, Broward County, Florida and containing 24,847 square feet or 0.5704 acres more or less.

TITLE NOTES:

There are no other Easements, Road reservations or Rights-of-Way affecting this property, other than shown, per Paramount Title services, Inc., Title Certificate, Search Number 22-802-4, through March 22, 2022, dated April 5, 2022, the numbering below refers to said title Certificate;

- 1) *Right-of-Way in Deed Book 537, Page 112, B.C.R., abuts the South property line of section 15 hereon.*
- 2) *Right-of-Way in O.R. 24880, Page 247, B.C.R., abuts the East property line as shown hereon.*
- 3) *Right-of-Way in Instrument # 112773677, B.C.R., lies within dedicated right-of-way for Collin Road (S.W. 36th Street) as shown hereon.*
- 4) *Right-of-Way in corrected Instrument # 112773677, B.C.R. lies within dedicated right-of-way for Collin Road (S.W. 36th Street) as shown hereon.*
- 5) *56.87 feet Height Restriction in Instrument #117914189, B.C.R., affects the entire property as shown hereon.*

CERTIFICATION:

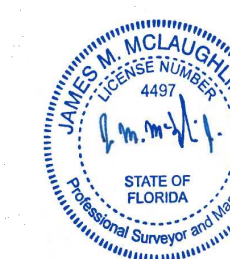
We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 25th day of March, 2022.

Digitally signed
by James M
McLaughlin Jr
Date:

Date: 2022.04.13
07:15:28 -04'00'

J. M. McLaughlin Jr.
JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from: August 23, 2022

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"

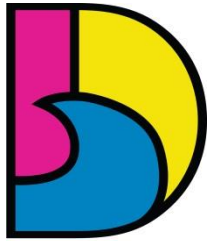
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

OT-064-22 Waiver of Replat CW Thomas (cont), R-2022-137 C.W. Thomas Park Waiver of Replat (OT-064-22), R-2022-137 C.W. Thomas Park Waiver of Replat (OT-064-22) Exhibit A, R-2022-137 C.W. Thomas Park Waiver of Replat (OT-064-22) Exhibit B, R-2022-137 C.W. Thomas Park Waiver of Replat (OT-064-22) Exhibit C



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: September 14, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director Eleanor Norena
Corinne Lajoie, AICP, Assistant Director Corinne Lajoie

SUBJECT: **OT-064-22:** The City of Dania Beach is requesting a waiver of replatting for property located within C.W. Thomas Park at 100 NW 8 Avenue (CONTINUED)

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou,
email=cscacruz@daniabeachfl.gov,
c=US
Date: 2022.09.02 13:24:21 -0400

Request

WAIVER OF REPLAT

To waive the replatting requirement and application fee for vacation right-of-way; code requires easement and streets to be vacated by plat, per Section 655-30(D).

PROPERTY INFORMATION

EXISTING ZONING:	Open Space (OS)/Neighborhood Residential (NBHD-RES)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no open violations on this property.

Background

The applicant is proposing to vacate approximately 620 linear feet of Right-of-Way located between NW 2 Street and NW 1 Street inside CW Thomas Park. City Commission recently approved a Parks Master Plan which identifies many new buildings and upgrades to the amenities within CW Thomas Park, as well as other parks in the City. This request is in connection with a site plan application for the site, which will place part of a new building within the existing right-of-way, as proposed in the Parks Master Plan.

The City's Land Development Code (LDC) states that "no platted street, alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, showing the condition of the area after such vacation and abandonment; however, if it is determined by the city commission that the submission and approval of such new plat would cause an undue hardship to the property owner requesting such a vacation or abandonment, the submission and approval of such new plat may be waived by the City Commission."

This application will be followed by a vacation application which will require Planning and Zoning Board recommendation and two (2) readings at public hearing by the City Commission.

The Parks and Recreation Department is also requesting that the City's application fee for this request be waived by the City Commission. The application fee for the Waiver of Replat is \$500.00.

Strategic Plan

This application supports the City's Strategic Plan by furthering the following goals:

- Principle 1 – Our hometown feeling.
- Goal 2, Investment in Upgrading City Infrastructure and Facilities
- Goal 3, You Hometown in Broward County – A Vibrant and Sustainable Community
- Goal 4, Opportunities for Leisure and Cultural Experiences
- TOP PRIORITY: Parks Master Plan: Development and Implementation
- Policy Agenda 2021; High Priority – Recreation Programming Enhancements
- Management Agenda 2021; High Priority – C.W. Thomas Park Major Upgrades

Recommendation

Approve the resolution to waive of replatting requirement and waiver of the application fee.

RESOLUTION NO. 2022-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE WAIVER OF REPLAT REQUEST (OT-064-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 100 NORTHWEST 8TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, Land Development Code (the "LDC"), Part 6 "Development Review Procedures and Requirements," Article 655, "Vacations of Right-of-Way," states that no platted street alley or other property dedicated to the public use shall be vacated or abandoned except by a new plat submitted to and approved by the City Commission, unless the City Commission waives the requirement of a new plat; and

WHEREAS, the property owner, the City of Dania Beach, (the "Applicant"), has requested a waiver of replat (OT-064-22) approval in order to submit an application to vacate approximately 620 linear feet of dedicated City right-of-way located within C.W. Thomas Park between NW 2 Street and NW 1 Street, as legally described in Exhibit "A," a copy of which is attached to this Resolution; and

WHEREAS, this request is necessary for on site improvements to C.W. Thomas Park consistent with the City Commission approved Parks Master Plan; and

WHEREAS, the City will vacate the unimproved right-of-way and will dedicate the same right-of-way for City park use in order to expand the size of the park and provide more amenities for the community; and

WHEREAS, the request is consistent with Section IV of the Future Land Use Element of the City of Dania Beach Comprehensive Plan (the "FLU Element"), titled "IV. Requirements for Future Land Use Goals, Objectives and Policies"; and

WHEREAS, Section 635-30(D) of the LDC allows the City Commission to waive the submission and approval of a new plat for a vacation of right-of-way if it would cause undue hardship to the property owner; and

WHEREAS, pursuant to the criteria of Section 655-30(d) of the LDC, the City Commission finds that replatting would cause undue hardship to the property owner; and

WHEREAS, the Broward County Planning Council issued a letter indicating that pursuant to the Broward County Plan this vacation does not require replating, which is incorporated into the resolution as Exhibit C; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the City's LDC; and

WHEREAS, the City Commission finds that approval of the requested waiver of replat (OT-011-21) is consistent with the LDC and Comprehensive Plan;

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

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

Section 2. That the waiver of replat application (OT-064-22), a copy of which is attached as composite Exhibit "B," is made a part of and incorporated into this resolution by this reference, is approved.

Section 3. That the City's Staff Report is ratified and confirmed as being true and correct and is made a specific part of the resolution as findings of fact.

Section 4. That this resolution only allows the Applicant to submit and process an application to vacate the right-of-way without the need to replat the subject property but does not grant the vacation itself nor constitute the approval of such vacation.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency or undertake actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 14, 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

EXHIBIT B
WAIVER OF REPLAT
APPLICATION

EXHIBIT C
PLATTING DETERMINATION LETTER

DESCRIPTION:

BEING THE PUBLIC RIGHT-OF-WAY OF NW 10TH AVENUE, A 25.00 FOOT WIDE STRIP OF LAND, LYING EAST OF AND CONTIGUOUS WITH LOTS 1 THROUGH 10, INCLUSIVE, BLOCK ONE (1), AS SHOWN ON THE PLAT OF WEST MOORLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT ONE (1), AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 10.

SAID LAND SITUATED, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



BLOCK C
DANETTE
P.B. 16, PG. 65, B.C.R.

BLOCK B
DANETTE
P.B. 16, PG. 65, B.C.R.

NW 9th
AVENUE

BLOCK A
DANETTE
P.B. 16, PG. 65, B.C.R.

A.K. WIXSON
SUBDIVISION
P.B. 16, PG. 1, B.C.R.

NW 2nd STREET

WEST MOORLAND
P.B. 19, PG. 8, B.C.R.

A PORTION OF:
THE NE 1/4, NW 1/4, SW 1/4,
SECTION 34-50-42

ACREAGE
(NOT PLATTED)

PLAT LIMITS
EAST LINE OF WEST
MOORLAND, P.B. 19, PG.
8, B.C.R.

25' RIGHT-OF-WAY
(PER P.B. 19, PG. 8, B.C.R.)
(UNIMPROVED)

NW 8th AVENUE

BLOCK 30
TOWN OF MODELO
P.B. B, PG. 49, D.C.R.

NW 10th COURT

NW 10th AVENUE

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

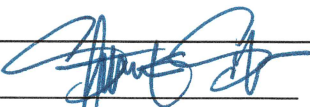
NW 1st STREET

NOTES

THIS IS NOT A SURVEY

B.C.R. = BROWARD COUNTY RECORDS

D.C.R. = DADE COUNTY RECORDS

REVISION	DATE	BY	SKETCH AND DESCRIPTION		 GIBBS LAND SURVEYORS 2131 HOLLYWOOD BOULEVARD, SUITE 204 HOLLYWOOD, FL 33020 (954) 923-7666 LICENSED BUSINESS NO. 7018
			JOB #: RN9245	DATE: 08-16-22	
			SCALE: NTS	SHEET 1 OF 1	
			DRAWN BY: CM	CHECKED BY: SKS	

STEPHEN K. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR # MAPPER
FLORIDA REGISTRATION NO. 4574



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: Plat Waiver

Date Rec'd: 7-22-22

Petition No.: OT-064-22

(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: CW Thomas Park - 100 NW 8th Ave.

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): 504233100710 Legal Description: See attached legal description

Applicant/Consultant/Legal Representative (circle one) _____

Address of Applicant: 100 W Dania Beach Blvd

Business Telephone: 954-924-6800 Ext. 3730 Home: _____ Fax: _____

E-mail address: ebrown@daniabeachfl.gov

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd.

Business Telephone: 954-924-6800 Home: _____ Fax: _____

Explanation of Request: Waiver of platting

*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? Owned by the City of Dania Beach

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: 
(Owner / Agent signature*)

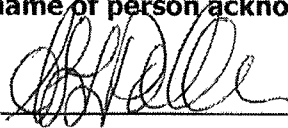
BEFORE ME THIS 21st DAY OF July, 2022

By:

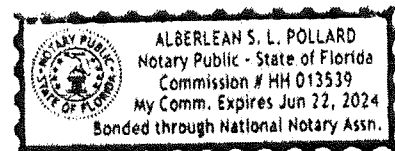
Eric Brown

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary 

(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.***



August 29, 2022

Joshua Rak, Senior Urban Planner/Designer
Bermello Ajamil and Partners
4711 South LeJeune Road
Coral Gables, Florida 33146

Via Email Only

Dear Mr. Rak:

Re: Platting requirements for a parcel generally described as a portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 50 South, Range 42 East; together with Lots 1-10, Block 1, "West Moorland" according to the Plat thereof, as recorded in Plat Book 19, Page 8, of the Public Records of Broward County, Florida; together with the unimproved 25 foot wide Northwest 10 Avenue right-of-way adjacent to Lots 1-10. This parcel is generally located between Northwest 8 Avenue and Northwest 10 Count, and between Northwest 1 Street and Northwest 2 Street, in the City of Dania Beach.

This letter is in response to your request regarding the Broward County Land Use Plan's platting requirements for proposed non-residential improvements on the above referenced parcel.

You have indicated that the current proposal is to renovate the existing municipal park facilities, including constructing a new community center building and pool, as well as improvements to the various park amenities.

Planning Council staff has determined that platting **would not be required** by Policy 2.13.1 of the Broward County Land Use Plan, since the proposed development would not constitute a "principal building," pursuant to the guidelines of the *Administrative Rules Document: BrowardNext*, which states that a "principle building" does not include a building which is an accessory use to property devoted solely to a recreational principle use, subject to the City making a determination that the proposed buildings are accessory uses to the existing recreation area.

Some jurisdictions may be more restrictive and require platting in more situations than the Broward County Land Use Plan. The City of Dania Beach's platting requirements should be investigated.

The contents of this letter are not a judgment as to whether this development proposal complies with State or local vehicular access provisions, the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality, or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions concerning the Broward County Land Use Plan's platting requirements, please contact Huda Ashwas at your convenience.

Joshua Rak
August 29, 2022
Page Two

Respectfully,

A handwritten signature in blue ink, appearing to read 'BBB' with a stylized flourish.

Barbara Blake Boy
Executive Director

BBB:HHA

cc/email: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach

Eleanor Norena, Director, Community Development Department
City of Dania Beach





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: September 14, 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

Please see included in this report our monthly Special Magistrate list of cases, so you are aware of all properties in the Code compliance process.

As we transitioned from plastic water bottles, we purchased and installed water stations in the 1st and 2nd floors at City Hall, shown in the attached photograph. Additionally, we will ensure these are at all City facilities.

Immediately following your approval of the new positions for Fiscal Year 2023 at our Budget Workshop, Director Gonzalez and her Team commenced the process to advertise. Additionally, we are working with Captain Marks and Chief Pellecer, our City Attorney, and BSO/ Contracts regarding the positions for Public Safety and Law Enforcement and Fire. Your support on this proactive endeavor gives us the edge. Thank you.

We will be having our 1st Annual Senior Retreat on October the 6th. This was postponed due to Covid. As mentioned, all employees at all levels will be involved in training, with an objective to ensure we enhance what we do and how we do it. Since I have become your Manager, working with HR, we have invested in books that are mandatory reading. For this Senior Retreat, we will be discussing Strength Finders, (there is a test for all to take associated with this book) and the assignment. Additionally, we will be discussing Crucial Conversations, the other book for the retreat. I have a copy of Strength Finders for all of you.

I have reached out to Natalie Martinez from Jet Blue. Natalie is the key individual on all things related to Government Affairs. Our Goal is a meet and greet and to ensure we do everything possible to ensure our City is front and center with Jet Blue and they are aware we want them to have a significant presence in our City. Construction has been moving swiftly at the Dania Pointe site.

Executive Director Lori Baer of the Port Everglades Association has asked me to be their guest speaker at their October 7th lunch/ meeting. This gives us the opportunity to continue to showcase/ market our

City and publicize our successes.

Candido and I will be meeting with Look Advertising on Wednesday the 14th of September to discuss the possibility of partnering with them to market our City events in key locations. Per our meeting with Commissioner Davis and the support of our City Commission, we will be looking at all opportunities to promote and market Dania Beach and inform the public on what is occurring in our City. We are looking at a variety of options and assessing costs.

We have received our permits from FDOT and have commenced removing all the old shrubs and trees from the median on Old Griffin Road. The medians will be prepared for planting and Phase 1 of the Griffin Road Master Plan that goes from our westernmost point to 1-95 to the east; this will be underway with your approved design.

Hearing Date: 09-15-2022

Report Date: 09-02-2022

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2019-00001741	Active	H-ABATEMENT - Abatement Hearing	19 SW 15 ST	1502 S FEDERAL HIGHWAY LLC % JOSEPH XIRAS	Anson Westberry
2020-00000563	Active	H-EXTENSION - Extension Hearing	261 SW 5 ST	BRIAN ROJAS	Anson Westberry
2021-00001427	Active	H-ABATEMENT - Abatement Hearing	19 SW 15 ST	1502 S FEDERAL HIGHWAY LLC % XIRAS JOSEPH	Anson Westberry
2021-00001769	Active	H-EXTENSION - Extension Hearing	49 SW 14 ST	LAVI ALPHA INVESTING LLC	Anson Westberry
2022-00000353	Active	H-REPEAT HEARING - Repeat Hearing	0 SE 5 AVE	EAST DANIA BEACH BOULEVARD LLC	Anson Westberry
2022-00000476	Active	H-FIRST HEARING - First Hearing	13 NE 2 AVE 101	MARTIN, VERNON D	Anson Westberry
2022-00000478	Active	H-FIRST HEARING - First Hearing	13 NE 2 AVE 104	CORPORATE SERVICES INTERNATIONAL CONSULTING GROUP LLC	Anson Westberry
2022-00000479	Active	H-FIRST HEARING - First Hearing	13 NE 2 AVE 201	SHARGORODSKY, EFIM & ELENA	Anson Westberry
2022-00000480	Active	H-FIRST HEARING - First Hearing	13 NE 2 AVE 202	BOUTSIKOS, SARANTIS	Anson Westberry
2022-00000483	Active	H-FIRST HEARING - First Hearing	13 NE 2 AVE 204	BRANCELLA, BARBARA F	Anson Westberry
2022-00000484	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 105	ARNOLD, WALLACE R ARNOLD, MARGARET S	Anson Westberry
2022-00000485	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 106	SHARGORODSKY, EFIM	Anson Westberry
2022-00000486	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 107	ROMANO, PAULA F	Anson Westberry
2022-00000487	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 108	POTTER, WALLACE & LEONA	Anson Westberry
2022-00000488	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 205	PORTILLA, DANNY	Anson Westberry
2022-00000490	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 206	PARSHIN, SERGUEI	Anson Westberry
2022-00000491	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 207	ROZAK, RITA J	Anson Westberry
2022-00000492	Active	H-FIRST HEARING - First Hearing	17 NE 2 AVE 208	FITZHUGH, DONALD	Anson Westberry
2022-00000500	Active	H-FIRST HEARING - First Hearing	206 SE 6 ST	DESORMEAUX, KENT J DESORMEAUX, KIP M	Anson Westberry

Hearing Date: 09-15-2022

Report Date: 09-02-2022

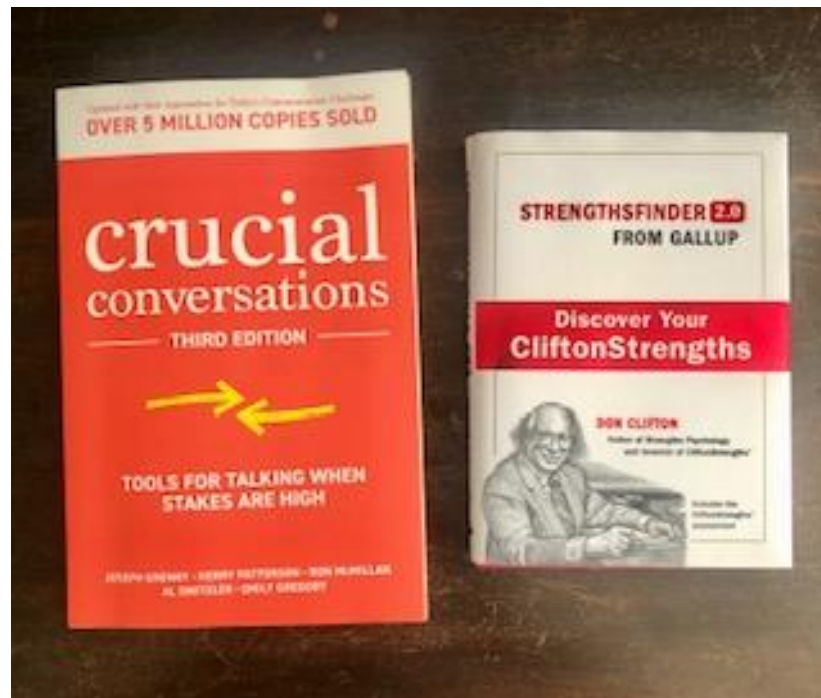
2022-00000533	Active	H-FIRST HEARING - First Hearing	4 N FEDERAL HWY	4 DANIA BEACH HOLDINGS LLC	Anson Westberry
2022-00000575	Active	H-FIRST HEARING - First Hearing	369 PHIPPEN RD	GOSINE, ALVIN	Anson Westberry
2022-00000648	Active	H-FIRST HEARING - First Hearing	26 SE 13 ST	GRUENER, MONICA	Anson Westberry
2022-00000665	Active	H-FIRST HEARING - First Hearing	311 SE 4 TER	HUMPHREYS, PAUL A HUMPHREYS, CATHERINE O	Anson Westberry
2022-00000701	Active	H-FIRST HEARING - First Hearing	13 NE 2 AVE 102	TURTULA, GUSTAVO	Anson Westberry
2022-00000702	Active	H-FIRST HEARING - First Hearing	13 NE 2 AVE 203	GUTIERREZ, EMILIO MATIAS	Anson Westberry
2020-00000797	Active	H-ABATEMENT - Abatement Hearing	5347 SW 34 TERR	KESHER TJC FRANKEL LLC	George White
2021-00000528	Active	H-ABATEMENT - Abatement Hearing	5347 SW 34 TERR	KESHER TJC FRANKEL LLC	George White
2022-00000318	Active	H-REPEAT HEARING - Repeat Hearing	101 SW 5 CT	LIVE CHEAP LLC	George White
2022-00000638	Active	H-FIRST HEARING - First Hearing	934 NAUTILUS ISLE vacant lot	DUQUE GONZALEZ, ANTONIO	George White
2022-00000656	Active	H-REPEAT HEARING - Repeat Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	George White
2022-00001024	Active	H-FIRST HEARING - First Hearing	3391 GRIFFIN RD	FAMILY SHUL INC	George White
2021-00000530	Active	H-ABATEMENT - Abatement Hearing	206 SE 6 ST	DESORMEAUX, KENT J DESORMEAUX, KIP M	Ricky Ali
2021-00000666	Active	H-EXTENSION - Extension Hearing	705 SE 3 CT	STOLTZ, RUTH E	Ricky Ali
2022-00000685	Active	H-FIRST HEARING - First Hearing	2708 SW 47 ST	DROUSKIN, IDAN	Ricky Ali
2022-00000703	Active	H-FIRST HEARING - First Hearing	3525 GRIFFIN RD	GRIFFIN PLACE INC	Ricky Ali
2022-00000741	Active	H-FIRST HEARING - First Hearing	4400 SW 27 AVE	DANIA BEACH II BULIGO LP	Ricky Ali
2022-00000818	Active	H-FIRST HEARING - First Hearing	4665 SW 32 AVE UNIT 2 A	DANIA GARDENS LLC	Ricky Ali
2022-00000540	Active	H-FIRST HEARING - First Hearing	14 SW 6 ST	MCKINNEY, DAN W	Warren Ostrofsky

Hearing Date: 09-15-2022

Report Date: 09-02-2022

2022-00000541	Active	H-FIRST HEARING - First Hearing	325 S DIXIE HWY	SHAVER, WENDY MCELYEA, DEBRA M ETAL	Warren Ostrofsky
2022-00000592	Active	H-FIRST HEARING - First Hearing	701 SW 2 TER	MENDEZ, DANIEL VELASCO, MAYRA	Warren Ostrofsky
2022-00000688	Active	H-FIRST HEARING - First Hearing	254 SW 16 ST	CRUZ, THOMAS & LUCRECIA	Warren Ostrofsky
2022-00000713	Active	H-FIRST HEARING - First Hearing	260 SW 15 ST	BELLERA, INGRID E BELERA, VICTOR O	Warren Ostrofsky
2022-00000718	Active	H-FIRST HEARING - First Hearing	238 SW 1 CT	BELLERA, INGRID	Warren Ostrofsky
2022-00000975	Active	H-FIRST HEARING - First Hearing	42 SW 6 AVE	ANDERSON, KRISTOF H/E ANDERSON, ASHLEIGH	Warren Ostrofsky
2021-00001483	Active	H-EXTENSION - Extension Hearing	151 NW 7 AVE	LEIVA, MICHELLE E	Windy Damis
2022-00000526	Active	H-FIRST HEARING - First Hearing	3181 SW 44 ST	3181 SW 44 STREET LLC	Windy Damis
2022-00000608	Active	H-FIRST HEARING - First Hearing	2616 SW 55 ST	LEHRFELD, BJ	Windy Damis
2022-00000692	Active	H-FIRST HEARING - First Hearing	2611 SW 50 ST	RIVERA, JOSHUA APARICIO CORRAL, JESIKA D OLIVA	Windy Damis





RESOLUTION NO. R-2022-242

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RESPONDING TO THE CITY OF DANIA BEACH'S REQUEST FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF DANIA BEACH AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH; AUTHORIZING NEGOTIATIONS PURSUANT TO SECTION 171.203, FLORIDA STATUTES.

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the

6 day of September 2022
Diana C. Perry City Clerk

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 of Dania Beach, 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 City of Dania Beach desires to provide additional public parking within Ocean Front Park where the majority of property is within the jurisdictional limits of the City of Dania Beach and is either owned by the City of Dania Beach or the Florida Department of Transportation ("FDOT"), with a portion leased to Florida Atlantic University ("FAU"); and

WHEREAS, City of Dania Beach desires for the City of Hollywood to readjust their respective boundaries to provide that real property be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, pursuant to Section 171.203, Florida Statutes, on July 12, 2022, the City of Dania Beach adopted initiating Resolution No. 2022-113 to annex approximately 0.204 acres, owned by FDOT within the jurisdictional limits of the City of Hollywood and within Dania Beach's Ocean Front Park, as more particularly described in the attached Exhibit "A" ("subject parcel"); and

WHEREAS, upon transfer of jurisdiction, FDOT would be able to transfer title of the subject parcel currently used as surface parking by FAU and owned by FDOT to the City of Dania Beach, and the City of Dania Beach could then proceed with its plans to build a public parking garage; and

WHEREAS, pursuant to Section 171.203(2), Florida Statutes, the invited municipality shall adopt a responding resolution listing any additional issues for negotiation within 60 days after receipt of the initiating resolution, and should it fail to do so all rights to participate in the negotiation process are automatically waived; and

WHEREAS, by certified mail on July 19, 2022, the City of Hollywood received initiating Resolution No. 2022-113 from the City of Dania Beach; and

WHEREAS, negotiations for the Interlocal Service Boundary Agreement ("ISB Agreement") may address, among other objectives, any issue concerning service delivery, fiscal responsibilities, or boundary adjustment; and

WHEREAS, the City Commission may consider none or one or more objectives to negotiate, consistent Florida Statutes, including but not limited to:

1. Contracting a separate parcel of land in the City of Dania Beach and annexing it into the City of Hollywood, essentially swapping jurisdictional acreage between the two municipalities;
2. Revenue sharing of the future public parking garage after the bonds are paid off;
3. Creating an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other government entities, which may include public amenities for layovers, etc.;
4. Honoring the City of Hollywood Citywide Residential Parking Permits in the garage on weekdays only;
5. Other financial considerations in favor of the City of Hollywood; and

WHEREAS, this Resolution is intended to be the City of Hollywood's response to the City of Dania Beach's Resolution in order to participate in the negotiation process between the parties for the execution of an Interlocal Service Boundary Agreement; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Hollywood as it obtains no ad valorem taxes from the subject parcel described in the attached Exhibit "A" and that it is not to the detriment of the City of Hollywood.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That the City accepts the invitation from the City of Dania Beach 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 as Exhibit " B" (" Proposed ISB Agreement").

Section 3: That the City Attorney and City Manager are authorized to participate in negotiations of the attached ISB Agreement, which shall provide for the following:

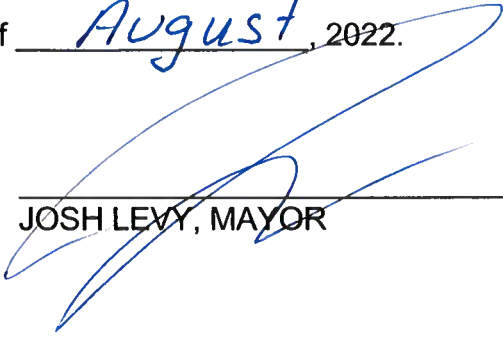
- (a) The joint use of facilities and colocation of services at no cost to the City;
- (b) The creation of an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities;
- (c) The City of Dania Beach will honor and permit City of Hollywood Citywide Residential Parking Permits in the garage on weekdays only;
- (d) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to A1A and Cambridge Street on the parking garage design and layout as part of the development review process and prior to the City of Dania Beach applying for building permits; and
- (e) Other financial considerations in favor of the City of Hollywood.

Section 4: That the City Clerk shall send a certified copy of this Resolution by the U.S. Certified mail to the Mayor and County Administrator of Broward County, Florida and to the City Manager of the City of Dania Beach.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, RESPONDING TO THE CITY OF DANIA BEACH'S REQUEST FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT AND AUTHORIZING NEGOTIATIONS PURSUANT TO SECTION 171.203, FLORIDA STATUTES.

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

PASSED AND ADOPTED this 31 day of August, 2022.



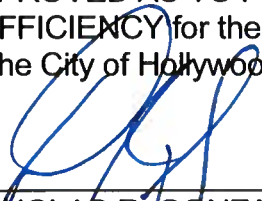
JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY

SKETCH & DESCRIPTION FOR: CITY OF DANIA BEACH

(SEE SHEET 2 OF 2 FOR SKETCH)

SHEET 1 OF 2

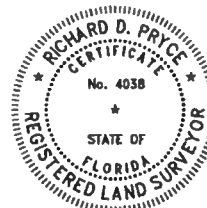
DESCRIPTION:

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.



Digitally signed by
Richard D. Pryce
Date: 2022.05.23
09:50:07 -04'00'

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL

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.

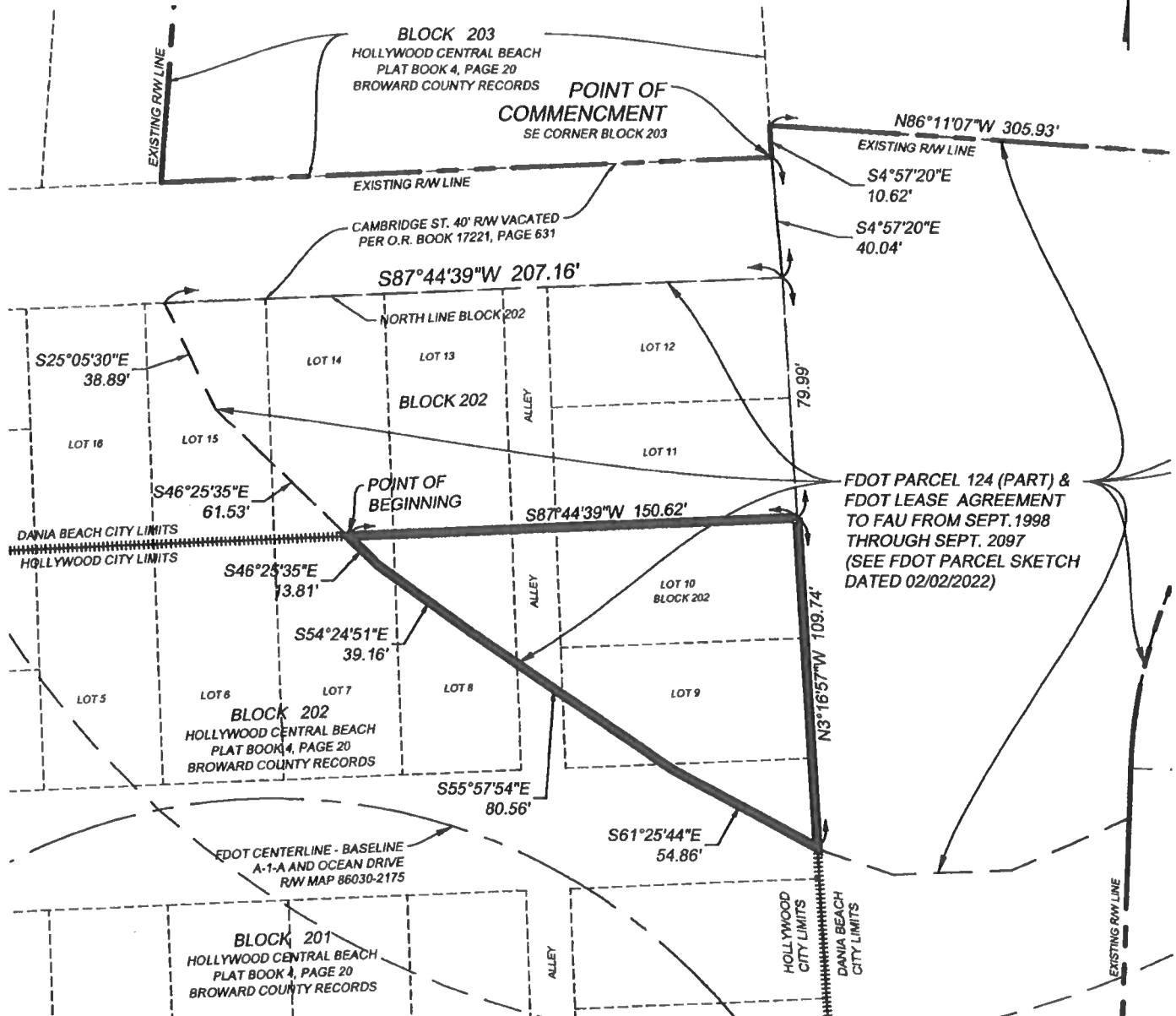
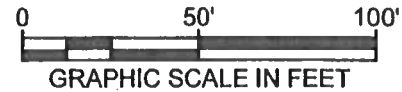
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set 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
3363 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL: (954) 739-8400
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

SHEET 2 OF 2



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



GRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3503 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (854) 739-8409 TEL.: (854) 739-8400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF GRAVEN • THOMPSON & ASSOCIATES, INC. AND SHALL
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022

DATED: 5/23/2022

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: _____

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.

CERTIFICATION

I certify this to be a true and correct copy
of the original document.

WITNESS my hand and official seal of the
City of Dania Beach, Broward County, Florida
Dated: July 13, 2022
Thomas Schaefer, City Clerk

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.

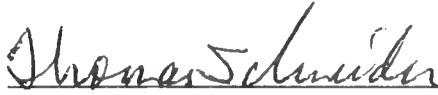
Section 3. Certified Copy. That the City Clerk shall send a certified copy of this Resolution by U.S. certified mail to the Mayor and County Administrator of Broward County, Florida and to the City Manager of the City of Hollywood.

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

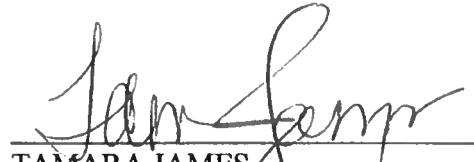
Section 5. **Enactment Date.** That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

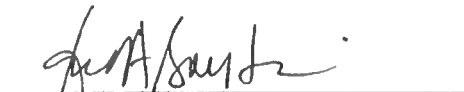
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

SKETCH & DESCRIPTION FOR: **CITY OF DANIA BEACH**
(SEE SHEET 2 OF 2 FOR SKETCH)

SHEET 1 OF 2

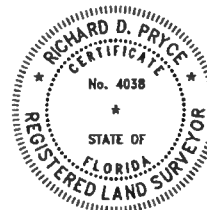
DESCRIPTION:

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.



Digitally signed by
Richard D. Pryce
Date: 2022.05.23
09:50:07 -04'00'

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL

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

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

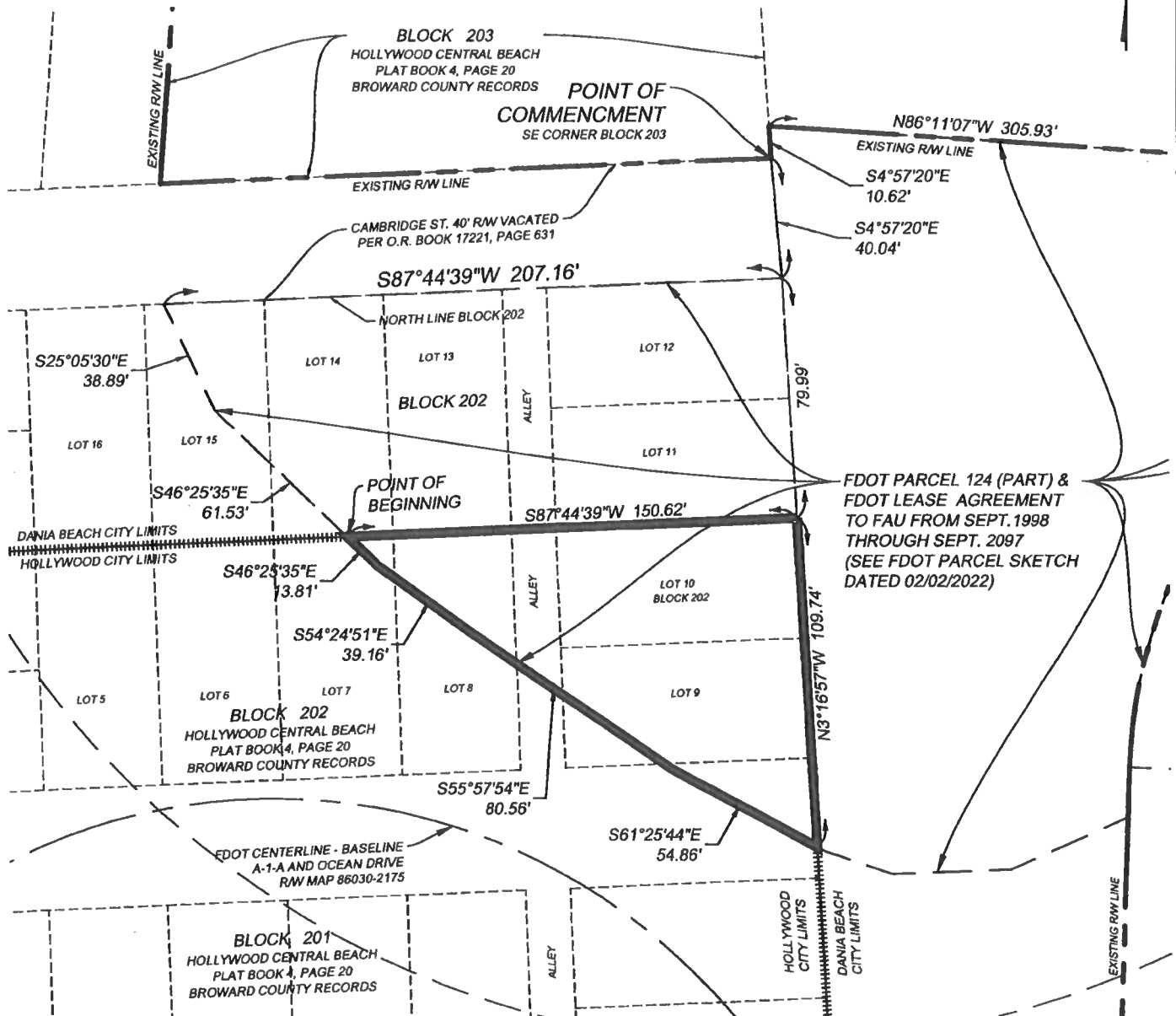
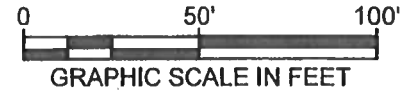


CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8408 TEL.: (954) 739-8400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022

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

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Craven • Thompson & Associates, Inc.
 ENGINEERS • PLANNERS • SURVEYOR'S
 3503 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-8409 TEL.: (954) 739-8400
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JOB NO.: 11-0033	PAGE 2 OF 2
DRAWN BY: RP	F.B. PG.
CHECKED BY: MM	DATED: 5/23/2022

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: _____

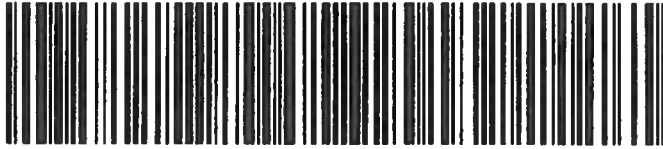
ATTEST:
County Clerk of the Board of County Commissioners

By: _____

Date: _____

USPS CERTIFIED MAIL

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach FL 33004



9214 8901 7943 6600 1219 42

CITY OF HOLLYWOOD
CITY MANAGER DR WAZIR ISHMAEL
2600 HOLLYWOOD BLVD, ROOM 419
HOLLYWOOD FL 33020-4807

FL 33020-4807
07/11/2011