

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JULY 25, 2017 - 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 ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

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.
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1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Special Event request from St. Ruth Missionary Baptist Church for their 109th Anniversary Picnic to be held at C.W. Thomas Park on August 20, 2017, from 11:00 a.m. – 3:30 p.m.

4. PROCLAMATIONS

5. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of June 27, 2017 City Commission Meeting

2. Travel Requests:

Request from Brad Kaine, Director of Public Services, to attend the American Public Works Association PWX Conference in Orlando, Florida on August 27-30, 2017 (Estimated cost \$1,720.63)

Request from Brad Kaine, Director of Public Services, to attend the American Public Works Association Executive Committee Meeting 2017 in Naples, Florida on August 4-5, 2017 (Estimated cost \$245.00)

Request from Commissioner Chickie Brandimarte to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017 (Estimated cost \$1,753.26)

Request from Commissioner Bobbie Grace to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017 (Estimated cost \$1,753.26)

Request from Commissioner Marco Salvino to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017 (Estimated cost \$1,753.26)

Request from Vice-Mayor Bill Harris to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017 (Estimated cost \$1,699.50)

Request from Mayor Tamara James to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017 (Estimated cost \$1,699.50)

Request from Corinne Lajoie, Planning & Zoning Manager, to attend the 2017 American Planning Association (APA) Florida Annual Conference in Daytona Beach, Florida on September 5-8, 2017 (Estimated cost \$1,195.18)

3. RESOLUTION NO. 2017-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR THE CITY ENTRANCEWAY SIGN(S) PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from June 27, 2017)*

4. RESOLUTION NO. 2017-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH PC CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE CITY OF POMPANO BEACH CONTRACT WITH PC CONTROLS, INC. FOR FISCAL YEAR 2016-2017, FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2017-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING THE CONSTRUCTION OF SIDEWALKS AND BIKE LANES ON SOUTHWEST 40TH AVENUE BETWEEN GRIFFIN ROAD AND STIRLING ROAD, KNOW AS THE SW 40TH AVENUE MOBILITY PROJECT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2017-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT AND VARIOUS DEPARTMENTS TO PURCHASE ITEMS FOR REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS FROM HOME DEPOT, UTILIZING THE MARICOPA COUNTY , ARIZONA GOVERNMENT PURCHASING ALLIANCE CONTRACT NO.16154 (RFP AGREEMENT) FOR FISCAL YEAR 2016-2017, ENDING SEPTEMBER 30, 2017, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2017-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH REGIONS SECURITY SERVICES, INC. FOR SECURITY STAFFING SERVICES FOR VARIOUS PARKING FACILITIES AND ADDITIONAL SECURITY SERVICES THROUGHOUT THE CITY, WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2017-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REDUCING THE NUMBER OF MEMBERS ON THE AIRPORT ADVISORY BOARD FROM THE CURRENT NUMBER OF FIFTEEN (15) MEMBERS TO THE ORIGINAL INTENDED NUMBER OF TEN (10) MEMBERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2017-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A ONE YEAR EXTENSION OF AN EXISTING AGREEMENT WITH H.D. SUPPLY INC. TO MEET THE CITY'S WATER METER PURCHASING NEEDS; AUTHORIZING THE CITY MANAGER TO PURCHASE WATER METERS AT SPECIFIED COSTS WITH THE COMPANY IN AN ANNUAL AMOUNT EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS FOR PURCHASE OF WATER METERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2017-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING THE EXPENDITURE OF FUNDS FOR SERVICES RELATED TO ENVIRONMENTAL PERMITS AND PROFESSIONAL SERVICES PROVIDED BY THE CHAPPELL GROUP, INC. FOR FISCAL YEAR 2016-2017 ENDING SEPTEMBER 30, 2017, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2017-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY OF DANIA BEACH TO PURCHASE WATER METERS FROM INNOVATIVE METERING SOLUTIONS, INC. (IMS) TO MEET THE CITY'S WATER METER PURCHASING NEEDS; AUTHORIZING THE CITY MANAGER TO PURCHASE WATER METERS WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BID AT SPECIFIED COSTS IN AN ANNUAL AMOUNT EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS FOR PURCHASE OF WATER METERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

12. RESOLUTION NO. 2017-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535 FOR A RETROACTIVE THREE YEAR PERIOD OF OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2019, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

13. RESOLUTION NO. 2017-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT RELATED TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT PROGRAM AMONG THE CITY OF DANIA BEACH, NONEXEMPT MUNICIPALITIES, BROWARD COUNTY, AND BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION, AS REQUIRED BY §163.01 FLORIDA STATUTES, ALSO KNOWN AS THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

14. RESOLUTION NO. 2017-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING THE 2017 “JOINT POSITION STATEMENT OF THE BROWARD COUNTY CHIEFS OF POLICE ASSOCIATION AND FIRE CHIEFS ASSOCIATION OF THE BROWARD COUNTY CONSOLIDATED E911 COMMUNICATIONS SYSTEM;” PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

15. RESOLUTION NO. 2017-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF SEVEN THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND FORTY CENTS (\$7,222.40) FOR ELECTRICAL REPAIR SERVICES PROVIDED BY R & R ELECTRICAL OF BROWARD, INC., FOR FISCAL YEAR 2016-2017, INCLUSIVE OF EXISTING PURCHASES IN AN ANNUAL AMOUNT NOT TO EXCEED TWENTY FIVE THOUSAND ONE HUNDRED NINETY FIVE DOLLARS AND SIXTY NINE CENTS (\$25,195.69) AUTHORIZING SUCH PURCHASES THAT WERE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGETS APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

16. ORDINANCE NO. 2017-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, BY DELETING CHAPTER 19, "MARIJUANA BUSINESSES," IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

17. ORDINANCE NO. 2017-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM; AMENDING ARTICLE IV, ENTITLED "POLICEMEN AND FIREMEN", OF CHAPTER 18, ENTITLED "PENSIONS AND RETIREMENT", OF THE CITY CODE OF ORDINANCES, TO IMPLEMENT THE MUTUAL CONSENT AGREEMENT BETWEEN THE CITY AND ACTIVE FIREFIGHTER MEMBERS CONCERNING THE USE OF PREMIUM TAX REVENUES RECEIVED PURSUANT TO CHAPTER 175, FLORIDA STATUTES; AMENDING SECTION 18-42, ENTITLED "BENEFIT AMOUNTS AND ELIGIBILITY", CREATING A SHARE PLAN FOR FIREFIGHTERS; AMENDING SECTION 18-44, ENTITLED "CONTRIBUTIONS", TO AMEND PROVISIONS REGARDING THE USE OF PREMIUM TAX REVENUES RECEIVED PURSUANT TO CHAPTER 175, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2017-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY BOWMAN CONSULTING GROUP, LTD., AGENT FOR THE PROPERTY OWNER GURU SHAKTI GROUP LLC, TO REZONE PROPERTY LOCATED AT 30 SW 16th STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RESIDENTIAL OFFICE (RO) DISTRICT TO SOUTH FEDERAL HIGHWAY MIXED USE (SFED-MU) DISTRICT (APPLICATION NO. RZ-43-17), SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. ORDINANCE NO. 2017-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, THE “LAND DEVELOPMENT CODE,” OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 725, “DEFINITION,” TO ADD WITHIN SECTION 725.30 “TERMS DEFINED” A TERM FOR “MOTOR FUEL PUMPS, RETAIL” TO ALLOW FOR DEVELOPMENT OR REDEVELOPMENT OF RETAIL ESTABLISHMENTS WITH RETAIL MOTOR FUEL PUMPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Continued from June 27, 2017)*

3. ORDINANCE NO. 2017-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 105, “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS” CONCERNING SUPPLEMENTAL REGULATIONS IN THE PRD-1 DISTRICT; AMENDING ARTICLE 115, “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE” TO REVISE THE LIST OF USES AND RELATED CONDITIONS; AMENDING ARTICLE 205, “TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS” CONCERNING LOT, YARD AND BULK REGULATIONS; AMENDING ARTICLE 215, “SUPPLEMENTAL REGULATIONS FOR YARDS, LOT COVERAGE, IMPERVIOUS AREA AND OPEN SPACE,” TO ADDRESS YARD ENCROACHMENTS; AMENDING ARTICLE 265, “OFF-STREET PARKING REQUIREMENTS,” TO ADDRESS OFF-STREET PARKING REQUIREMENTS AND ON-STREET PARKING CREDIT; AMENDING ARTICLE 275, “LANDSCAPING REQUIREMENTS” TO ADDRESS EXISTING NONCONFORMING VEHICULAR USE AREAS; AMENDING ARTICLE 610, “PUBLIC HEARING NOTICES” TO REVISE PUBLIC HEARING NOTICE REQUIREMENTS; AMENDING ARTICLE 630, “SPECIAL EXCEPTION USES” TO REVISE THE DECISION MAKING AUTHORITY FOR CERTAIN APPLICATIONS; AMENDING ARTICLE 640, “PLATS” TO REVISE PLAT DRAWING AND DATA REQUIREMENTS; AMENDING ARTICLE 725, “DEFINITIONS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

4. ORDINANCE NO. 2017-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY CHANGING THE LIST OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES, BY AMENDING ARTICLE 110, “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS” AND ARTICLE 115, “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE” TO ADDRESS MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

5. ORDINANCE NO. 2017-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 8, ENTITLED “BUILDINGS” OF THE CITY CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, TO REQUIRE CERTAIN FENCE COVERINGS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(FIRST READING)

6. RESOLUTION NO. 2017-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “ARG PLAT” (PL-63-17) SUBMITTED BY PULICE LAND SURVEYORS, INC., ON BEHALF OF ARG OFFICE, LLC, FOR PROPERTY LOCATED AT 4025 RAVENSWOOD ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2017-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “DANIA 84 HOSPITALITY PLAT” (PL-46-17) SUBMITTED BY PULICE LAND SURVEYORS, INC., ON BEHALF OF FORT LAUDERDALE HOSPITALITY INC., FOR PROPERTY LOCATED AT 2460 W. STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Oasis Program - City Manager Baldwin

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Grace
3. Commissioner Salvino
4. Vice-Mayor Harris
5. Mayor James

12. APPOINTMENTS

13. ADMINISTRATIVE REPORTS

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

Tuesday, August 22, 2017 - 6:00 p.m. CRA Board Meeting
Tuesday, August 22, 2017 - 7:00 p.m. City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)		
Approve Special Event request from St. Ruth Missionary Baptist Church for their 109th Anniversary Picnic to be held at C.W. Thomas Park on August 20, 2017, from 11:00 a.m. – 3:30 p.m.		

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission - Revised, Special Event Application



City of Dania Beach

Parks and Recreation Department

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 924-6813 (fax)

Date: July 25, 2017

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

Through: Mark Felicetty, Parks and Recreation Director

By: Sherie Dunleavy, Office Manager

Subject: St. Ruth Baptist Church - 109th Anniversary Picnic

Event Date: August 20, 2017

A Special Event is requested by St. Ruth Baptist Church to have their 109th Anniversary Picnic August 20, 2017 from 11 am – 3:30 pm at C.W Thomas Park located at 100 NW 8 Avenue.

Applicant will pay for necessary services recommended below.

Recommendation: Approval with the compliance of the conditions noted below.

Staff	Comments/Conditions	
BSO Fire Dept. - Lt. Suarez	Approved as requested.	
BSO Police Dept. - Lt. Manfre	Approved as requested.	
Code Enforcement - Eric Walton	The park may not have enough parking for the amount of people attending. Where will overflow parking be?	

Community Dev. - Julio Briceno	No building permits required.	
Community Dev. - Corinne Lajoie	No issues raised.	
City Attorney - Tom Ansbro	No issues raised.	
HR/Risk Mgmt. - Kristin Milligan	WC or exemption/hold harmless for the DJ.	
Parks & Recreation - Mark Felicetty	1. Park closes at 2pm on Sunday. Applicant needs to adjust event time or pay staff O.T. 2. \$150 application fee required 3. \$300.00 clean up fee (refundable) required 4. \$75.00 application late fee required	
Public Services - Ronnie Navarro	No issues raised.	



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time:

St. Ruth Baptist Church 109th Anniversary Picnic

*Brief Description of the Event:

Fellowship for church members and
guests

Address/Location of Event:

C. W. Thomas Park

Event Coordinator:

Lisa Rogers Cherry

Telephone #1:

954-922-2549

E-mail Address:

LisaRCherry@gmail.com

Telephone #2:

954-614-0726

Fax:

954-922-2547

Additional Contact Person for the Event:

Gloria Black or Ruth White

Telephone #1:

954-922-2529

E-mail Address:

struthmbc@bellsouth.net

Telephone #2:

Fax:

Organization or Sponsor of Event:

St. Ruth Missionary Baptist Church

Address:

145 NW 5th Ave

City, State, Zip Code:

Dania Beach, FL 33004

Telephone:

954-922-2529

Fax:

954-922-2547

Cell:

Is this a Non-Profit Organization?



Yes



No

Tax ID #:

Corporation Name (As it appears in the Articles of Incorporation):

St. Ruth Missionary Baptist Church

Date of Incorporation:

1992

State of Incorporation:

FL

Federal ID #:

65-0352438

Authorizing Official for the Organization:

Dec. Ernest Jones

Telephone #1:

(954) 260-2283

E-mail Address:

Jonesearnest@att.net

Telephone #2:

Authorizing Official for the Organization:

Lisa Rogers Cherry

Telephone #1: 954-922-2549

E-mail Address: LisaRCherry@gmail.com

Telephone #2: _____

*Property Owner: City of Dania Beach

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☐ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

Has this event been held in the past? ☒ Yes ☐ No

If so, Indicate the city location of last event: CW Thomas Park

Is the event to take place: ☐ Indoors ☐ Outdoors ☐ Both

Number of Expected Daily Attendants: 150 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
<u>Sunday</u>	<u>Aug. 20, 2017</u>	<u>11:00</u>	<u>3:30</u>	<u>4.5</u>

Anticipated Date and Time to Begin Set-Up: 8/20/2017 10:00AM

Anticipated Date and Time for Completion of Break-Down: 8/20/2017 4:00PM

*Do you have a site plan for the event to be submitted with this application? ☒ Yes ☐ No

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

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: N/A

Please Note – These streets must also be identified on the site plan.

*Are you requesting to fence the event area? ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

*Will Canopies (tent structure with no sides) be used for this event? ☐ Yes ☒ No

Please Note - All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will Tents (With Sides) be used for this event? ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will electricity be required for this event?
(for lighting, sound, cooking, other power needs, etc.) ☐ Yes ☒ No

*How will this electricity be supplied? ☐ On-Site ☐ Generator ☐ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☐ Yes ☒ No

Please indicate the type (Band, DJ, Live Performers, etc.): DJ

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Sunday	8/20/2017	12:00	3:30	3.5

*Will a stage(s) be used in this event? ☐ Yes ☒ No

*Please note Fire Extinguisher Requirement in the next question.

*Do you have adequate fire extinguishers for this event? ☒ Yes ☐ No

Please Note - Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. 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 City fire prevention bureau to that effect.

*Will there be concessions or sales of food at this event? ☐ Yes ☒ No

Please specify: _____

****Please Note STATE HEALTH INSPECTIONS FOR FOOD:*** Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

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

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

- ☐ N/A
- ☐ Electric Grill(s); # _____
- ☒ Gas Grill(s); # 3
- ☐ Charcoal Grill(s); # _____
- ☐ Smoker Grills(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 or bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

*Will there be sales of alcohol at this event? ☐ Yes ☒ No

****Please Note*** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☒ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☐ Yes ☒ No

Please Specify: _____

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?
☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☒ No

***Please Note** - An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will recreational vehicles be used for temporary overnight housing? ☐ Yes ☒ No

***Please Note** - Indicate the locations of these on the site plan.

*Will there be any use of pyrotechnics or fireworks displays at this event? ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

*Will there be use of any Grandstands or Bleachers for seating at this event? ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

*Are portable, ADA compliant sanitary facilities being provided for this event? ☐ Yes ☒ No

If so, How many? _____ ☐ N/A

***Please Note** - Provide the locations of all sanitary facilities on the site plan.

*Is there a request for any temporary signage for this event? ☐ Yes ☒ No

***Please Note** - Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☐ Yes ☒ No

If yes, please explain: _____

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

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 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, fire inspector or both:

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, a City 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:

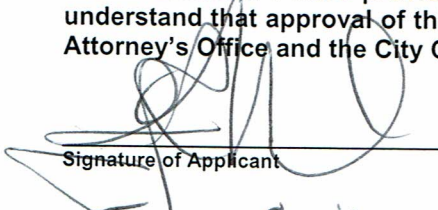
Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

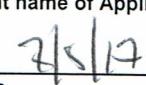
The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to The City of Dania Beach by means of cash advance or a cashier's check. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is 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 upon 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.

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.


Signature of Applicant


Title


Print name of Applicant


Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on July 5, 2017.
by James C. Howard, who is personally known to me, or, if not, such person produced the
following form of identification: _____.

NOTARY PUBLIC

Ruth White

My Commission expires: July 28, 2018

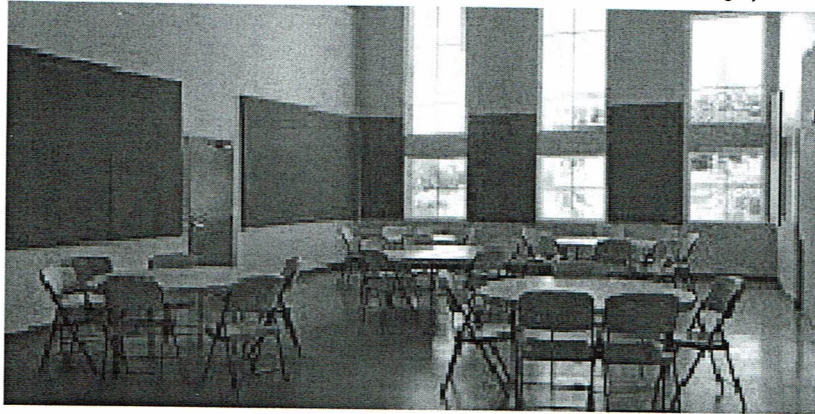
My Commission number: FF132285



Google Maps C W Thomas Park



Imagery ©2017 Google, Map data ©2017 Google 100 ft



C W Thomas Park

4.5 ★★★★★ 6 reviews

Park

📍 800 NW 2nd St, Dania Beach, FL 33004

🌐 daniabeachfl.gov

☎ (954) 924-3692

🕒 Open now: 9AM–9PM ▼

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 27, 2017 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
Asst. City Manager:	Colin Donnelly
City Attorney:	Thomas Ansbro
City Clerk:	Louise Stilson

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.

Mayor James noted that Items #9.1 and #9.3 have been pulled from the agenda.

3. Presentations and Special Event Approvals

- 3.1 Special Event request from Divers Cove for the 6th Annual Beach and Pier Cleanup to be held on July 15, 2017, at 300 North Beach Road from 6:00 a.m. – 12:00 p.m.

Commissioner Grace motioned to approve the Special Event request for Divers Cove Beach and Pier Cleanup; seconded by Commissioner Brandimarte. The motion carried unanimously.

- 3.2 Special Event request by Gideon Israel to hold a Peace in the City event at C.W. Thomas Park on July 8, 2017, from 11:00 a.m. – 6:00 p.m.

Commissioner Grace expects that we have a police detail and if needed, a special variance to pay for it. She wants the fire department to monitor the cooking, and wants to make sure the music is not loud and it is clean. She also wants the park to be clean afterwards so staff does not have to do the cleaning on Sunday. She added we need to protect the children and Code needs to be on site to make sure there is not parking on both sides of the one-way streets.

Commissioner Grace motioned to approve the Special Event request for the Peace in the City event with her stipulations; seconded by Commissioner Salvino. The motion carried unanimously.

Mayor James noted that the City received an award from the American Public Works Association for the beach bathroom project.

Commissioner Grace wanted to know why the Commission was not invited to the award presentation.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Michael Sartin, 746 SW 3rd Street, addressed the issue of problematic palms. FPL vendors trimming the trees do a half-way job so they have to continually come back, and he noted we need a tree commission.

Henriette Arnold, 101 SE 3rd Avenue, #504, spoke of the art gallery opening on Saturday. She would like to invite all of the Commissioners to attend future events.

Linda Wilson, Friends of the Dania Beach Library, encouraged the Commission to vote positively on Agenda Item #10.1. There has not been much promotion from the City on the Creative Arts Council Advisory Board events.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on significant arrests made in the City.

Sean Brown, Battalion Chief, BSO Fire Rescue, reported that American Red Cross has an initiative to install a million home smoke alarms nationwide. Two home smoke detectors per single-family home will be available in October; however, people must pre-register to receive them.

7. Consent Agenda

Items removed from Consent Agenda: #7.4

7.1 Minutes:

Approve Minutes of June 13, 2017 City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2017-060

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING CONCEPTUAL APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH FOR BID ADVERTISEMENT FOR A PROJECT KNOWN AS “OASIS XIII”, WHERE BIDDING IS EXPECTED TO BE SOUGHT BY THE CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2017-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE CHANGE ORDER NUMBER FOUR (4) IN THE AMOUNT OF THIRTEEN THOUSAND TWO HUNDRED EIGHTY TWO DOLLARS AND FIFTY CENTS (\$13,282.50) TO BE PAID TO MBR CONSTRUCTION, INC. IN CONNECTION WITH THE DANIA BEACH OCEAN PARK REVITALIZATION PHASE I CONSTRUCTION PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2017-068

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR THE MELALEUCA GARDENS WATER MAIN PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt the Consent Agenda, with the exception of Item #7.4; seconded by Commissioner Brandimarte. The motion carried unanimously.

7.4 RESOLUTION #2017-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR THE CITY ENTRANCEWAY SIGN(S) PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-066.

Mayor James questioned if this sign meets the expectations of the Commission’s new branding and marketing design.

Marc LaFerrier, Director of Community Development, noted this could be put on hold pending the results of the branding.

Commissioner Grace said we are far away from coming up with new branding and we should not spend money unnecessarily.

Vice-Mayor Harris questioned if we could go ahead with the signage and tweak it later.

Community Development Director LaFerrier responded it would be prudent to wait and balance the timing of it with the changes resulting from the branding.

Commissioner Salvino noted we have already waited a year; perhaps we should put the signs up and absorb the costs of any changes to be made.

Mayor James suggested we wait a month to see where we are, and then move forward with it.

Commissioner Brandimarte felt we owe it to our residents and to the new businesses and she does not want to wait a year.

Commissioner Grace motioned to continue Resolution #2017-066 until the July 25, 2017 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Harris. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2017-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, THE "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 725, "DEFINITION," TO ADD WITHIN SECTION 725.30 "TERMS DEFINED" A TERM FOR "MOTOR FUEL PUMPS, RETAIL" TO ALLOW FOR DEVELOPMENT OR REDEVELOPMENT OF RETAIL ESTABLISHMENTS WITH RETAIL MOTOR FUEL PUMPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

City Attorney Ansbro read the title of Ordinance #2017-021, and noted the applicant requested a continuance until the July 25, 2017 City Commission meeting.

Mayor James opened the Public Hearing.

Karen Rivas, 42 SW 15 Street, questioned why the other 7-Eleven stores in the City were not considered.

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

Commissioner Grace motioned to continue Ordinance #2017-021, on second reading, until the July 25, 2017 City Commission meeting at 7:00 p.m.; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

City Attorney Ansbro advised the remaining items, except Item #9.4, were quasi-judicial hearings and swore-in those who would speak. He asked the Commission to disclose any communication they had on these matters.

9.2 ORDINANCE #2017-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY BOWMAN CONSULTING GROUP, LTD., AGENT FOR THE PROPERTY OWNER GURU SHAKTI GROUP LLC, TO REZONE PROPERTY LOCATED AT 30 SW 16th STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RESIDENTIAL OFFICE (RO) DISTRICT TO SOUTH FEDERAL HIGHWAY MIXED USE (SFED-MU) DISTRICT (APPLICATION NO. RZ-43-17), SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**
(Continued from May 23, 2017 and June 13, 2017)

City Attorney Ansbro read the title of Ordinance #2017-017.

Corinne Lajoie, Planning and Zoning Manager, explained the rezoning request.

Mayor James and Commissioner Salvino questioned the location of the building and fuel pumps.

Ms. Lajoie noted the site plan is currently in Development Review, and will go before the Planning and Zoning Board.

Commissioner Brandimarte noted she will not approve the rezoning request without a site plan.

Attorney Heidi Davis, representing the applicant, presented copies of the proposal to the Commission, which is attached to and included in these minutes.

Commissioner Salvino questioned if the site is not developed whether or not the rezoning could be reverted back to the original use. City Attorney Ansbro responded yes, through a City initiated rezoning request.

Attorney Davis noted she represents 7-Eleven and they are following the process required by the City. They will come back on second hearing and make a full presentation. The current 7-Eleven on Federal Highway will close and the pumps will move to the new location, if approved.

They have met with the neighbors whose biggest concern is traffic and cut-through traffic. They propose to close the alleyway with a gate accessible to police and fire, and they will be dedicating a larger easement in the alley to the City along the length of their property. She noted the neighbors to the west also want to have their properties rezoned, and this project would be the start of a neighborhood redevelopment. She confirmed there will be a deed restriction on the 7-Eleven property on Federal Highway so that there can be no convenience store or gas station at that location after it is shut down.

Joe Van Eron, 1500 SW 2nd Avenue, spoke about the neighborhood.

Attorney Davis noted the people at the meeting were in support of the rezoning, including Joe Van Eron. This is something the whole neighborhood wants.

Mayor James opened the Public Hearing.

Teddy Bohanan, 312 SW 15th Street, noted she fought for this area for years. She said we need to get rid of the current 7-Eleven because this is a bad area. It is time to make a change and we need the place cleaned up.

Joe Van Eron, 1500 SW 2nd Avenue, spoke. He noted they do not have problems in the alley, and the City needs to look at the rest of the block.

Karen Rivas, 42 SW 15 Street, said she measured the alley, and spoke of cut-through traffic in the neighborhood. She felt this is a bad idea for this neighborhood.

Michael Garramone, 42 & 48 SW 16 Street, commented he is happy to see something happen, but he is still stuck; he did not know about the restrictions when he purchased his properties through short sales. He proposed a gate on SW 2nd to close traffic off during certain hours.

Guillermo Vertone, 3080 SW 44 Street, operator of the 7-Eleven store on Federal Highway, spoke about the 7-Eleven franchise.

Ann Rue, 314 SW 15 Street, showed a picture of the alley. She questioned why they need the alley for their site development.

Gretchen Larco, 54 SW 16 Street, spoke in support of this project. She noted the whole block should be unified and turned commercial.

Karen Rivas, 42 SW 15 Street, complained about the parking in the alley.

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

Attorney Davis noted FDOT is requiring them to use the alleyway, and close their access from Federal Highway.

Commissioner Salvino commented the other property owners can request a rezoning for their properties. He noted traffic will be on Federal Highway regardless of a gas station.

Commissioner Grace concurred that the 7-Eleven needs an upgrade. She noted this is a step in the right direction, and she does not want an eyesore when the 7-Eleven on Federal Highway closes.

Commissioner Salvino motioned to adopt Ordinance #2017-017, on first reading; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

9.3 ORDINANCE #2017-020 *Withdrawn from Agenda*

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DENNIS MELE, ESQ./GREENSPOON MARDER, P.A., AGENT FOR THE PROPERTY OWNERS SUNSHINE REO XI, LLC AND CF & A HILL FAMILY, LTD, TO REZONE PROPERTY GENERALLY LOCATED NORTH OF STIRLING ROAD, SOUTH OF SW 1ST STREET, EAST OF SW 11TH AVENUE AND WEST OF PHIPPEN ROAD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICT TO GENERAL INDUSTRIAL DISTRICT (I-G), (APPLICATION NO. RZ-34-17) SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**
(Continued from June 13, 2017)

City Attorney Ansbro read the title of Ordinance #2017-020 and noted the applicant requested to withdraw the request.

Mayor James opened the Public Hearing.

Rodney Collins, 24 SW 5th Avenue, commented the development has not been well thought out. He felt an Aldi Supermarket is not the right use for the neighborhood, a RaceTrac will be lit up all night, and storage is not needed.

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

Commissioner Grace and Mayor James commented on the neighborhood meeting held Monday night.

9.4 ORDINANCE #2017-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE "LAND DEVELOPMENT CODE," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS" CONCERNING SUPPLEMENTAL REGULATIONS IN THE PRD-1 DISTRICT; AMENDING

ARTICLE 115, "INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE" TO REVISE THE LIST OF USES AND RELATED CONDITIONS; AMENDING ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS" CONCERNING LOT, YARD AND BULK REGULATIONS; AMENDING ARTICLE 215, "SUPPLEMENTAL REGULATIONS FOR YARDS, LOT COVERAGE, IMPERVIOUS AREA AND OPEN SPACE," TO ADDRESS YARD ENCROACHMENTS; AMENDING ARTICLE 265, "OFF-STREET PARKING REQUIREMENTS," TO ADDRESS OFF-STREET PARKING REQUIREMENTS AND ON-STREET PARKING CREDIT; AMENDING ARTICLE 275, "LANDSCAPING REQUIREMENTS" TO ADDRESS EXISTING NONCONFORMING VEHICULAR USE AREAS; AMENDING ARTICLE 610, "PUBLIC HEARING NOTICES" TO REVISE PUBLIC HEARING NOTICE REQUIREMENTS; AMENDING ARTICLE 630, "SPECIAL EXCEPTION USES" TO REVISE THE DECISION MAKING AUTHORITY FOR CERTAIN APPLICATIONS; AMENDING ARTICLE 640, "PLATS" TO REVISE PLAT DRAWING AND DATA REQUIREMENTS; AMENDING ARTICLE 725, "DEFINITIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2017-022.

Corinne Lajoie, Planning and Zoning Manager, explained the proposed text amendments that will be applied city-wide.

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

Commissioner Salvino motioned to adopt Ordinance #2017-022, on first reading; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

9.5 ORDINANCE #2017-023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VACATION OF A UTILITY EASEMENT (VC-45-17) LOCATED ON THE GRIFFIN POINTE PLAT SUBMITTED BY GRIFFIN POINTE PARTNERS, LLLP FOR PROPERTY LOCATED AT 2281 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

9.6 RESOLUTION #2017-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT DELEGATION REQUEST (DR-036-17) APPLICATION SUBMITTED BY GRIFFIN POINTE PARTNERS, LLLP FOR PROPERTY LOCATED AT 2281 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9.7 RESOLUTION #2017-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-035-17), VARIANCES (VA-49-17, VA-50-17, VA-66-17), EXCEPTIONS FROM DESIGN STANDARDS (OT-48-17), AND SPECIAL EXCEPTION (SE-51-17) APPLICATIONS SUBMITTED BY GRIFFIN POINTE PARTNERS, LLLP FOR PROPERTY LOCATED AT 2281 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Ordinance #2017-023, Resolution #2017-061, and Resolution #2017-062.

Corinne Lajoie, Planning and Zoning Manager, provided an overview of the requests for the 8-acre site.

Dennis Mele, representing the applicant, noted there originally was an application from the former owner for a site plan for offices. They are proposing corporate headquarters and distribution center for a medical supply company. He added they sent out 117 notices and 11 people showed up for the meeting. He reviewed a number of changes that have been made from the meetings and comments received.

Mayor James opened the Public Hearings.

Fred Elson, 2395 SW 45 Street, said he would like to eliminate the back exit and only have one at the front entrance. Development is going to happen, but we should make the traffic come in and go out on a commercial roadway.

Christine Douglas, 4065 SW 38 Terrace, commented she favors fixing the old buildings on Griffin Road because they do not look good. Also, traffic is unbearable getting out of her neighborhood.

Ben Levy, 4521 SW 25 Avenue, spoke against the development, and the traffic.

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

Mayor James noted she is concerned about the right turn at the back of the building.

Commissioner Grace motioned to adopt Ordinance #2017-023, on first reading; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

Commissioner Grace motioned to adopt Resolution #2017-061; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
---------------------------------	------------	--------------------------	------------

Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

Vice-Mayor Harris motioned to adopt Resolution #2017-062; seconded by Commissioner Grace. The motion carried on the following 4-1 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	No
Commissioner Salvino	Yes		

9.8 RESOLUTION #2017-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-03-15MOD), SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED AS EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-063.

Corinne Lajoie, Planning and Zoning Manager, explained the site plan modification for the Trion Project.

Leigh Kerr, representing the applicant, noted they reduced 15 2-bedrooms and increased some efficiencies and 1-bedrooms; there are no changes to the exterior of the building.

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

Commissioner Grace motioned to adopt Resolution #2017-063; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

9.9 RESOLUTION #2017-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-113-15MOD) SUBMITTED BY FRONTIER DANIA, LLC & JOSEPH DENIS ON BEHALF OF DANIA LIVE 1748, LLC FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN BRYAN ROAD AND INTERSTATE 95 WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-064.

Corinne Lajoie, Planning and Zoning Manager, described the proposed site plan modification for Phase 1 of the development.

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 Harris motioned to adopt Resolution #2017-064; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

10. Discussion and Possible Action

10.1 Request for Funding from the Creative Arts Council Advisory Board

Representatives of the Creative Arts Council Advisory Board presented a PowerPoint presentation, which was included in the agenda packet. They requested \$20,000.00 to complete three murals within six months.

Charlene Alvarez noted she works with children in the community through art.

Commissioner Grace explained \$20,000.00 is not possible in this budget; we will have funds to allocate in future years. She noted we need to embrace our culture and diversity in the City, and the CACAB is one of the best boards we have.

Commissioner Salvino noted he does not want to pay to have a wall painted at Staged Right Events; they should pay for it themselves. He suggested the Commission provide a couple thousand dollars to the Board for supplies.

Joan Gringer, 604 NE 2 Street, disagreed and said that arts are always asked to do things for free. She noted the Board has been very patient with the City; they have done quite a few things, but not as much as they would like.

Commissioner Brandimarte questioned if they considered fundraising.

Lauren Odman said she would match whatever money the City puts in.

Vice-Mayor Harris wants to know why art is not in Dania Beach. The reason is because the Commission will not provide funding.

Patty Hart noted she got a developer to donate four murals at Collins Elementary, and is disappointed that it was never mentioned by the Commission.

Al Huggins, 8610 NW 25 Court, commented that murals bring people into the City; the money is an investment to get a return.

Commissioner Grace noted we have a budget that has not been generated yet this year. Her proposal would be to not approve this tonight, but after we visit the budget, perhaps provide \$10,000.00.

Commissioner Brandimarte said she is interested in putting police and firefighters in the streets, not murals.

Vice-Mayor Harris commented the murals are something to consider because they reflect the art and soul of the community.

Commissioner Salvino motioned to give the CACAB \$2,000.00 for supplies to get them going, with a resident match of \$2,000.00, which would give them \$4,000.00; seconded by Commissioner Grace.

Henriette Arnold noted the request for funding contained a request for \$2,000.00 to finish the art gallery. She cautioned the Commission to stop asking the artists to do everything for nothing.

Mayor James wants to look at this during the budget. In the meantime, she wants to see how a mural looks on a building so they can show everyone what they are about; this could bring funding from other sources, as well.

Derrick Hankerson, 746 SW 3 Street, commented he grew up in the arts, but left them for financial reasons. We are looking at putting art in public places and private businesses. The taxpayers may not want to pay to put a mural on a private business; it may be more palatable in public places.

Vice-Mayor Harris commented the skate park panels were thrown away when they could have been used elsewhere in the City.

Mayor James said she heard about it from a resident, not City staff.

Colin Donnelly, Assistant City Manager, noted if approved, the funds for the CACAB must be spent according to the City's purchasing policy. Supplies would need to be purchased under our purchasing rules; we will not cut a check to the Board.

Commissioner Salvino amended the motion to look at this after the budget. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

10.2 RESOLUTION #2017-065 *Revised Resolution*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A PURCHASE AND SALE AGREEMENT ON BEHALF OF THE CITY OF DANIA BEACH WITH BARRY C. SMITH AND MARY E. SMITH, FOR THE PURCHASE OF THE PROPERTY LOCATED AT 701 SW 12TH AVENUE AND THE ADJACENT PROPERTY WITH AN ADDRESS OF 741 SOUTHWEST 7TH STREET IN THE CITY, FOR A PURCHASE PRICE OF TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000.00), SUBJECT TO CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-065.

Commissioner Salvino questioned what will happen to the property.

Commissioner Grace responded we are going to knock down the building and build two single family homes in the community and make it more appealing. This will be a win-win situation.

Colin Donnelly, Assistant City Manager, read from City Manager Baldwin's memo that was included in the agenda packet, and noted the property will be demolished. The Commission can discuss the next steps of what to do with it, but the idea is to address a long standing problem in the City.

Commissioner Grace motioned to adopt revised Resolution #2017-065; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

Addendum

10.3 RESOLUTION #2017-069

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING ZONING IN PROGRESS FOR PREPARATION OF AMENDMENTS TO THE CITY OF DANIA BEACH CODE OF ORDINANCES AND LAND DEVELOPMENT REGULATIONS TO PROHIBIT OR REGULATE MEDICAL MARIJUANA DISPENSARIES; PROVIDING FOR CONFLICT; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-069, and noted new regulations will be brought forward on July 25, 2017 to deal with the new state law.

Commissioner Grace commented we need to prohibit it from our City.

Commissioner Brandimarte noted it has been proven that medical marijuana can save lives. We should not be harsh on it; one day you may need to have the medication in order to be treated without horrendous side effects. She stated this is not a big thing.

Commissioner Salvino said he is not opposed to having it; this just gives us time to discuss and analyze it.

Commissioner Salvino motioned to adopt Resolution #2017-069; seconded by Commissioner Grace. The motion failed on the following 2-3 Roll Call vote:

Commissioner Brandimarte	No	Vice-Mayor Harris	No
Commissioner Grace	Yes	Mayor James	No
Commissioner Salvino	Yes		

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte had no comments.

11.2 Commissioner Grace

Commissioner Grace addressed raising money for the children attending the Michael Curry camp.

Commissioner Grace noted last year Dania Beach children were taken to the stadium in Miami for the Hurricane game. This year, they have secured a bus, but she needs \$300-400 more in funding.

Commissioner Grace spoke of family reunions in the City.

Commissioner Grace announced Kayla Gardner at Frost Park is her employee of the month for starting a program called Gracefully Aging.

11.3 Commissioner Salvino

Commissioner Salvino asked for a sycamore tree report at the next meeting, and complimented Public Works for the great job of landscaping Federal Highway and Dania Beach Boulevard.

Commissioner Salvino felt we need an immediate workshop on branding in order to get the signs up.

Mayor James said she will put a workshop together.

Commissioner Salvino commented Griffin Road will be our gateway with all the new development occurring.

11.4 Vice-Mayor Harris

Vice-Mayor Harris suggested a timer be installed on the dais so people in the audience can see how long they are talking.

Vice-Mayor Harris told City Attorney Ansbro we need a resolution on sober homes and party houses.

Vice-Mayor Harris addressed staffing charts, productivity and employee evaluations, and asked if there is an action plan coming.

Assistant City Manager Donnelly said this will be built into the budget presentation. Vice-Mayor Harris responded we need an action plan, not a budget plan, on how the programs are going to be implemented. He would like this by the next Commission meeting.

Vice-Mayor Harris commented a City employee was given a parking citation for parking in the wrong space in the garage. He asked if it was true that the employee was told if they were parked in the wrong place, they would be charged with trespassing and given a fine.

Assistant City Manager Donnelly said it was false. He clarified it was reported to the City Manager's office that someone was parked in the City Manager's space and he requested they be given a ticket. At the time, he did not know it was an employee.

11.5 Mayor James

Mayor James invited the Seniors to the park program that Kayla Gardner started.

Mayor James commended Chief Marks on how the corner of NW 5th and 1st Street looks.

Mayor James noted the DCOTA project looks terrible; we need to force them to do something as it has been an eyesore for too long.

Marc LaFerrier, Director of Community Development, noted they pulled the permit today to do the renovation, so work should begin shortly.

12. Appointments

12.1 Airport Advisory Board – no appointments

Attorney Ansbro advised he would bring forth a resolution at the next Commission meeting to change the membership back to 10 members, as set forth in the establishing resolution. We do not have any record of the board being expanded to 15 members.

12.2 Green Advisory Board – no appointment

12.3 Police and Fire Pension Board

The Commission appointed: Pavel Naporko

Commissioner Brandimarte motioned to approve the appointment; seconded by Commissioner Grace. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

Assistant City Manager Donnelly had no additional comments.

13.2 City Attorney

City Attorney Ansbro had no additional comments.

13.3 City Clerk - Reminders

Tuesday, July 25, 2017 - 7:00 p.m.

City Commission Meeting

Tuesday, August 22, 2017 – 6:00 p.m.

CRA Board Meeting

Tuesday, August 22, 2017 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 10:56 p.m.

ATTEST:

CITY OF DANIA BEACH

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Approve travel request from Brad Kaine, Director of Public Services, to attend the American Public Works Association PWX Conference in Orlando, Florida on August 27-30, 2017

Approve travel request from Brad Kaine, Director of Public Services, to attend the American Public Works Association Executive Committee Meeting 2017 in Naples, Florida on August 4-5, 2017

Approve travel request from Commissioner Chickie Brandimarte to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017

Approve travel request from Commissioner Bobbie Grace to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017

Approve travel request from Commissioner Marco Salvino to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017

Approve travel request from Vice-Mayor Bill Harris to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017

Approve travel request from Mayor Tamara James to attend the 2017 Florida League of Cities Annual Conference in Orlando, Florida on August 16-20, 2017

Approve travel request from Corinne Lajoie, Planning & Zoning Manager, to attend the 2017 American Planning Association (APA) Florida Annual Conference in Daytona Beach, Florida on September 5-8, 2017 (Estimated cost \$1,195.18)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Brad Kaine Travel Request, Brad Kaine Travel Request - August, Commissioner Brandimarte

Travel, Commissioner Grace Travel, Commissioner Salvino Travel, Vice-Mayor Harris
Travel, Mayor James Travel, Corinne Lajoie Travel Request



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commission

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

BR

DATE: June 27, 2017

RE: Travel to American Public Works/PWX Conference 2017

As a Board of Director member of the South Florida Branch/Chair of the Scholarship Committee for the State of Florida American Public Works Association, I would like to represent the city of Dania Beach at the American Public Works-PWX Conference in Orlando, Florida from August 27- 30, 2017. This conference is the national Public Works Annual Conference which offers numerous training classes in many disciplines as well as training in the latest technology trends and updates.

Total expense for this trip will be approximately \$1720.63 and will be paid from Training Education and Certifications Account No. 001-39-01-539-55-10.

Recommendation

It is recommended that the City Commission approve a Resolution to authorize travel for Brad Kaine to represent the City of Dania Beach at the American Public Works-PWX Conference in Orlando, Florida August 27-30, 2017.



CITY OF DANIA BEACH
PRE-APPROVED CONFERENCE OR TRAINING AUTHORIZATION/RECONCILIATION

EMPLOYEE: Brad Kaine DEPARTMENT: Public Services
LOCATION: Orlando, FL TRIP/TRAINING DATE: August 27-30, 2017
PURPOSE: APWA PWX Orlando - 2017

☒ OVERNIGHT

☐ OUT OF STATE

☐ AIR TRAVEL

TRAVEL EXPENSES ESTIMATED :(Policy No. 2002-10-1)

REGISTRATION *Attach conference brochure	\$799.00
LODGING (No. of nights <u>3</u> @ <u>160.00</u>)	\$480.00
MEALS (Per Diem) **	\$216.00
TRANSPORTATION (mileage)	\$225.63
CAR RENTAL *Prior approval of City Manager required	\$0.00
OTHER INCIDENTAL EXPENSES (reimbursable with receipts)	

TOTAL ESTIMATED EXPENSES \$1720.63

This seminar is required for: ☐ Certification ☐ License ☒ General Training ☐ Other: _____

Note any overnight or out of state travel events attended in the last 12 months:

APWA Florida Chapter 2017 Expo May 10-12, 2017

EMPLOYEE SIGNATURE: 

TRAVEL AUTHORIZATION:


DEPARTMENT DIRECTOR

 6/20/17
FINANCE DIRECTOR **TAS**


CITY MANAGER

If payment is made through City's credit card, please indicate "credit card" under "Date" Column. **RECONCILIATION**

	<u>Check Payee</u>	<u>Amount</u>	<u>Date</u>	<u>Actual</u>	<u>Differences</u>
Registration:		\$799.00		\$799.00	
Lodging:		\$480.00		\$480.00	
Transportation:		\$225.63		\$225.63	
Traveler:		\$216.00		\$216.00	
Others:		\$000.00		\$000.00	
Account No:	<u>001-39-01-539-55-10</u>	<u>\$1720.63</u>		<u>\$1720.63</u>	

** Travel per diem will be issued to employee. Do not charge City's credit card for any meals.

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Brad Kaine
DEPARTMENT: Public Services
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: Aug 27 -30, 2017
PURPOSE: Florida APWA-PWX Expo 2017

CHECK ONE ☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

APWA Conference Tallahassee, FL
 May 10 -12, 2017

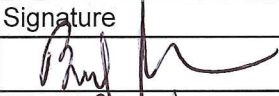
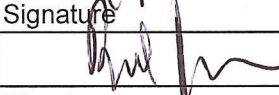
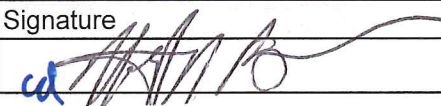
ACCOUNT NO: 001-39-01-533-55-10

COST SUMMARY		
Expense	Description	Estimate
Registration Fee		\$ 799.00
Lodging (3 nights @ \$160.00)	Hyatt Regency Orlando	\$ 480.00
Per Diem (M&IE) Allowance		\$ 216.00
TOTAL EXPENSES		\$ 1,495.00

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)			
Departure/Destination		Standard Mileage Calculation	
City Hall, City of Dania Beach		Cost per Mile	Round Trip Mileage
Orlando, Florida		0.535	422.0
TOTAL MILEAGE CALCULATION			\$ 225.63

TOTAL ESTIMATED TRAVEL COST **\$ 1,720.63**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Brad Kaine		6/20/17
Department Director (print)	Signature	Date
Brad Kaine		6/20/17
Finance Director (print)	Signature	Date
NICKI SATTERFIELD	Nicki Satterfield	6/00/17
City Manager (print)	Signature	Date
Robert Baldwin		6/20/17

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens		6/20/17

City of Dania Beach Travel Per Diem Calculator

Traveler Name: Brad Kaine

Description of Trip: Florida APWA-PWX Expo 2017

Daily per diem rate enter FY 17 Per Diem Rate here): \$ 54.00

Location Orlando, FL

First Date of Travel 27-Aug-17

Last Date of Travel 30-Aug-17

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Travel Sunday
Date							27-Aug-17
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54.00

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	28-Aug-17	29-Aug-17	30-Aug-17				
Breakfast 15%	\$ 8.10	\$ 8.10					
Lunch 35%	\$ 18.90	\$ 18.90					
Dinner 50%	\$ 27.00	\$ 27.00					
Total Daily total =	\$ 54.00	\$ 54.00	\$ 54.00				

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 40.50

Total Per Diem Due to Traveler \$ 216.00

Meal Exclusions		
Date	Meal Provided	Amount

YOUR TRIP:



Total Route: **6 hr 29 min - 422 miles**

Est. Fuel cost: \$27.70 - IRS Reimbursement: \$225.63



100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 64.37 miles



5. Merge onto FL-706 W/W Indiantown Rd via EXIT 87B toward Okeechobee.

Then 0.87 miles



6. Merge onto FL-91 N/Florida's Tpke N toward Orlando (Portions toll).

Then 138.96 miles



7. Take the US-17/US-92/US-441/FL-528 exit, EXIT 254, toward Orange Blossom Tr.

Then 0.50 miles



8. Merge onto US-92 W/US-17 S/US-441 S/S Orange Blossom Trl via the ramp on the left.

Then 0.73 miles



9. Turn right onto Consulate Dr.

Then 0.56 miles



10. Merge onto FL-528 W/Martin Anderson Beachline Expy/Beachline Expy via the ramp on the left.

Then 2.99 miles



11. Take the International Dr exit, EXIT 1.

Then 0.40 miles



12. Keep right to take the ramp toward Sea World/Wet n Wild.

Then 0.04 miles



13. Merge onto International Dr.

Then 0.74 miles



14. 9801 INTERNATIONAL DRIVE is on the right.



Hyatt Regency Orlando

This leg: 3 hr 14 min - 211.36 miles



1. Start out going north on International Dr toward Exhibit Dr.

Then 0.08 miles



2. Turn slight right onto Pointe Plaza Ave.

Then 0.50 miles



3. Turn right onto Universal Blvd.

Then 1.88 miles



4. Merge onto FL-528 E/Martin Anderson Beachline Expy/Beachline Expy toward Cocoa/Int'l Airport.

Then 1.44 miles



5. Take the John Young Pkwy exit, EXIT 3A, toward County Hwy-423 S.

Then 0.37 miles



6. Merge onto S John Young Pkwy/FL-423.

Then 3.21 miles



7. Merge onto FL-417 N/Central Florida Greenway N via the ramp on the left toward Int'l Airport (Portions toll).

Then 1.95 miles



8. Merge onto FL-91 S/Florida's Tpke S via EXIT 12 toward Miami (Portions toll).

Then 134.47 miles



9. Take the FL-706 exit, EXIT 116, toward Jupiter.

Then 0.52 miles



10. Turn left onto W Indiantown Rd/FL-706.

Then 0.14 miles



11. Merge onto I-95 S toward W Palm Beach.

Then 64.12 miles



12. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles



13. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles

↩ 14. Turn left onto FL-848/Stirling Rd.

Then 1.01 miles

↩ 15. Turn slight left onto SW 3rd Ave.

Then 0.27 miles

➡ 16. Turn right onto W Dania Beach Blvd.

Then 0.03 miles

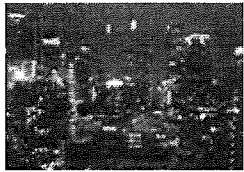


17. 100 W DANIA BEACH BLVD is on the right.

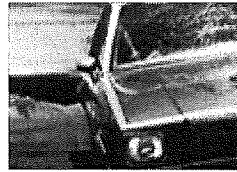


100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 3 hr 15 min - 210.39 miles



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2017 Standard Mileage Rates for Business, Medical and Moving Announced

IR-2016-169, Dec.13, 2016

WASHINGTON — The Internal Revenue Service today issued the 2017 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2017, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- **53.5 cents per mile for business miles driven**, down from 54 cents for 2016
- 17 cents per mile driven for medical or moving purposes, down from 19 cents for 2016
- 14 cents per mile driven in service of charitable organizations

The business mileage rate decreased half a cent per mile and the medical and moving expense rates each dropped 2 cents per mile from 2016. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements are described in [Rev. Proc. 2010-51](#). [Notice 2016-79](#), posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

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Page Last Reviewed or Updated: 13-Dec-2016



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Your registration is NOT YET COMPLETE. To submit your registration, review the summary below, and click the FINISH button.

Take a moment to review your Personal Info. When you are satisfied with your choices, click the "Finish!" button to submit your registration, and an email will be sent to you.

Email us at webreg@signup-confirmation.com if you have any questions or comments regarding registration.

Brad Kaine (edit)

Director of Public Services

City of Dania Beach

1201 Stirling Rd

USA

Dania Beach, FL 33004-3555

bkaine@daniabeachfl.gov

Phone: (954) 924-3740

Fax: (954) 924-3740

Full Registration (Member) \$799.00

\$0.00

Subtotal \$799.00

Tax \$0.00

Grand Total \$799.00 ✓

We'll process your payment when you click the "Finish!" button. This can take several seconds during peak hours, so please do not click the button more than once, or use your browser's back or refresh buttons.

<< PREVIOUS STEP

FINISH!

For questions regarding online registration call 817-277-7187.

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APWA PWX 2017
AUG 27, 2017 - AUG 30, 2017

Your reservation is complete.

[Hide Details](#)

Acknowledgement number: 32JWCZXH

HYATT REGENCY
HYATT REGENCY ORLANDO
9801 International Drive, Orlando, FL 32819, UNITED STATES

Acknowledgement number: 32JWCZXH
BRAD KAINE

ROOMTYPE ASSIGNED AT CHECK IN
Dates: Aug 27, 2017 - Aug 30, 2017
3 nights, 1 adult, 0 children

Rates: USD 480.00
Taxes: USD 65.42
Total: **USD 545.42**

MODIFY **CANCEL**
ADD TO CALENDAR

SHARE **PRINT**

PARKSIDE

Dr. P. Phillips Community Park

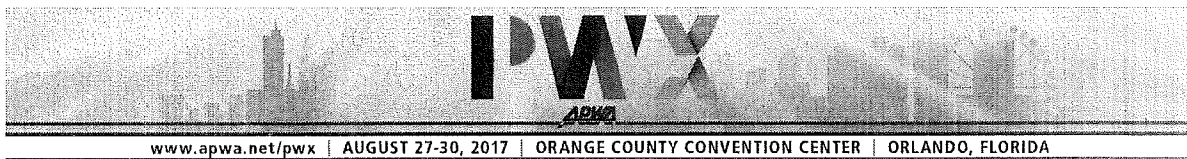
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Welcome Step 1 Step 2 Step 3 Step 4 Summary Confirmation

Completion

Thanks for registering, Brad. A letter of confirmation has been sent to **bkaine@daniabeachfl.gov**.

To ensure delivery to your inbox (not bulk or junk folders), please add webreg@signup-confirmation.com to your address book.

[Book Hotel](#)

[Print Receipt](#)

Tell a Friend about the 2017 APWA PWX Conference!

Enter your friends' and colleagues' email addresses below and we will send them a link to the registration page.

Your Name	Your Email Address
Name (optional)	Email Address
#2's Name (optional)	#2's Email Address (optional)
#3's Name (optional)	#3's Email Address (optional)
This email will go to your friend: "Your Name" already knows the value of the 2017 APWA PWX! Find out for yourself and register today: Click here.	
Add your additional message here (optional)	
Send Email >>	

Visit us on the Web!

Don't forget to visit us at www.apwa.net/pwx for information or last minute updates to the program.

Thanks again, and we look forward to seeing you in Orlando!

For questions regarding online registration call 817-277-7187.

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Time ▼	Session Title ▼	Speaker(s)	Interest Area
Sunday, August 27			
8:30 AM - 9:45 AM	A Look at a First Time Guide to Performing an FCA	Bruce Atkinson Sumter County Public Works	Facilities
✓ 8:30 AM - 9:45 AM	Advocating Public Works – Out of the Shadows, Into the Light, and On to the Next Generation	Christopher Andersch Charlotte County Public Works	Leadership Workforce Solutions
		Rachel Back Reynolds, Smith and Hills Inc	Construction Management
8:30 AM - 9:45 AM	Crosstown Parkway Extension: Innovations Using Design-Build	Frank Knott City of Port St. Lucie James Angstadt City of Port St. Lucie Joshua McDermott Archer Western Stephen Park RS&H Inc.	Streets, Roads & Bridges Sustainability Traffic Engineering
8:30 AM - 9:45 AM	Desert Monsoon: A Case Study on the Emergency Response to the 200-Year Flood	Brady Brown Gordian	Emergency Management Storm Water/ Flood Control Streets, Roads & Bridges
8:30 AM - 9:45 AM	Fleet Services Open Forum		Fleet Services Leadership Workforce Solutions
8:30 AM - 9:45 AM	In Search of ROW's Mystical Grail - Utilizing Technology and Best Practices to Efficiently Manage Public Rights-of-Way	Rouen Liu Hawaiian Electric Company	Asset Management Solutions Utility & Public Right-of-Way
8:30 AM - 9:45 AM	Installing Prefabricated Wet Wells with Recycled Materials	Nasser Mehr City of Ft. Lauderdale	Construction Management Engineering & Technology Sustainability Water/Waste Water
8:30 AM - 9:45 AM	Second Chances: Embracing the Transitioning Workforce Back into the Civilian Workforce	Eric Pethel City of Fishers	Leadership Workforce Solutions

8:30 AM - 9:45 AM	Some Secrets to Implementing Effective Change in Public Works Operations	Bret Hodne City of West Des Moines	Emerging Technologies Leadership Workforce Solutions Funding Resources & Budgeting Solid Waste Workforce Solutions
8:30 AM - 9:45 AM	Talking Trash...The Difference between Managing Solid Waste Operations through an Enterprise Fund and a General Fund Account	Demarcus Marshall City of Valdosta	Funding Resources & Budgeting Solid Waste Workforce Solutions
3:00 PM - 3:50 PM	Change Order Management - Turning Risk Into Opportunity	Ravyn Whitewolf City of Blaine, WA	Construction Management
3:00 PM - 3:50 PM	Civic Entrepreneurship - A Recipe for Success	Chris Thompson City of Tavares	Funding Resources & Budgeting Sustainability
3:00 PM - 3:50 PM	Connected Vehicles and Road Weather: How the Public Works Community Can Take Advantage of These New Technologies	Kristine Garfield United States Department of Transportation Ken Leonard U.S. Department of Transportation	Emerging Technologies Fleet Services Streets, Roads & Bridges Traffic Engineering Winter Maintenance
3:00 PM - 3:50 PM	Emergency Preparedness from a Facilities Perspective	Mary Joyce Ivers City of Ventura Public Works Jeffery Brown Cumberland County	Emergency Management Facilities Fleet Services
✓ 3:00 PM - 3:50 PM	Empowering Maintenance Workers to Lead Innovation from the Field	Ken Witt City of Olympia, Public Works	Water/Waste Water Workforce Solutions
3:00 PM - 3:50 PM	Funding Crumbling Infrastructure	Naeem Qureshi Progressive Consulting Engineers	Funding Resources & Budgeting Water/Waste Water
3:00 PM - 3:50 PM	Implementing Asset Management, Making It a Successful Journey	Butch Wlaschin Kercher Engineering, Inc. Alan Kercher Kercher Engineering, Inc Jay Jarvis Polk County	Asset Management Solutions Emerging Technologies Funding

		<u>Marcello Tavernari</u> City of Dunedin	Resources & Budgeting
3:00 PM	More Fiber in Your Life? How Broadband	<u>Marvin Williams</u> City of Durham	Emerging
- 3:50 PM	Can Impact Your Community and Public Works Operations	<u>Todd Ireland</u> Kimley Horn	Technologies
		<u>Tasha Johnson</u> City of Durham	Utility & Public Right-of-Way
3:00 PM	Paying for Stormwater – Engaging the Community	<u>Jennifer Lawson</u> City of Ann Arbor	Funding Resources & Budgeting Storm Water/ Flood Control
- 3:50 PM			
3:00 PM	Replace Managed Turf with an Urban Orchard	<u>Lisa Ferrel</u> Chesterfield County VA	Parks & Grounds
- 3:50 PM		<u>Wei Zhang</u> TreeDiaper	Sustainability
		<u>Wendy Springborn</u> City of Tempe	
3:00 PM	Aspiring to Public Works Leadership?	<u>Elizabeth Treadway</u> <u>Susan Hann</u> Brevard Public Schools	Career and Personal Development Leadership
- 4:50 PM		<u>Harry Lorick</u> LA Consulting, Inc.	
		<u>Gregory McCaffery</u> City of Columbus	
		<u>Abdul Yahaya</u> City of Gardner, KS	
4:00 PM	Achieving Sewer Separation: Minimizing Impact to a Botanical Garden Built on a Closed Landfill	<u>Chris Koenig</u> HDR Inc	Parks & Grounds Solid Waste Storm Water/ Flood Control Water/Waste Water
- 4:50 PM			
4:00 PM	Autonomous Vehicles (AV): A Profound, Fast-Approaching Revolution That Will Transform Our Lives and Mobility!	<u>Sam Yaghmaie</u> Harris & Associates	Emerging Technologies Sustainability Transportation
- 4:50 PM			
4:00 PM	FEMA's Support for Hazard Mitigation and Resiliency: Preparing for the Impacts of Climate Change	<u>Jordan Williams</u> CDM Smith	Emergency Management Storm Water/ Flood Control
- 4:50 PM			
4:00 PM	Government Affairs Committee Presentation		Leadership
- 4:50 PM			
	Leading Pedestrian Interval (LPI) – What Are You Doing with Your Five Seconds?	<u>Angelo Rao</u> City of Lakeland	Emerging Technologies

4:00 PM
- 4:50
PM

Traffic
Engineering

4:00 PM Revisiting the Massive Reorganization of
- 4:50 OC Public Works – the Largest
PM Restructuring Effort in Orange County,
California, History!

Shane Silsby
County of Orange - OC
Public Works

Leadership
Management
Workforce
Solutions

4:00 PM Successful Implementation of New
- 4:50 Technology and Green Infrastructure -
PM Vacuum Sewers and Porous Asphalt in the
Midwest

Matthew Cox
City of Council Bluffs

Emerging
Technologies
Storm Water/
Flood Control
Sustainability
Utility & Public
Right-of-Way
Water/Waste
Water

4:00 PM Vision Zero: Lessons from Sweden in
- 4:50 Transportation Safety (A Jennings Randolph
PM Fellow Presentation)

Matthew Rodrigues
City of Eugene

Emerging
Technologies
Facilities
Sustainability
Traffic
Engineering

4:00 PM Welcome to the 21st Century! The City of
- 4:50 Surrey Proudly Presents Industry-Leading
PM Projects

Matthew Brown
City of Surrey

Emergency
Management
Fleet Services
Solid Waste
Sustainability

Monday, August 28

9:45
AM - A View from the Top – Women in Public
11:00 Works Talk about Their Lives and Careers
AM

Cora Jackson-Fossett
Stephanie Katsouleas
City of Manhattan Beach
Emma Browne
City of Green Bay, WI
Teresa Scott
City of Manhattan Beach

Career and
Personal
Development
Leadership

9:45
AM - ASR: A New Way to Store A Lot of Water
11:00 for Use When You Need It!
AM

Greg Meyer
City of Woodland
Tim Busch
City of Woodland

Emerging
Technologies
Sustainability
Water/Waste
Water

9:45
AM - Connecting Communities: Massive Project
11:00 Completion in South Orange County
AM

Shane Silsby
County of Orange - OC
Public Works

Construction
Management
Engineering &
Technology
Streets, Roads &
Bridges
Leadership

CPWA Presentation

9:45 AM - 11:00 AM	Fleet Workshop (Morning Session)		Fleet Services
9:45 AM - 11:00 AM	If You Can't Hire the Most Experienced, Grow Them! The City of Phoenix SWEO Apprenticeship Program	Felipe Moreno City of Phoenix	Leadership Solid Waste Workforce Solutions
9:45 AM - 11:00 AM	Lighting Round: Public Works of the Future: Emerging Technologies	Edward Ottenga Info Tech, Inc. Andrew Kirk CitySourced Nicole Read Esri	Emerging Technologies
9:45 AM - 11:00 AM	Managing Right-of-Way (ROW) Occupancy from the Comfort of Your Office	Donato Di Cecilia City of Florence Italy Lapo Cozzutto CFR webgis.it	Emerging Technologies Utility & Public Right-of-Way
9:45 AM - 11:00 AM	Public Service: Perspective for the Next Generation	Frank Williams City of Columbus	Workforce Solutions
9:45 AM - 11:00 AM	Re-establishing a Sense of Place: Right-Sizing Streets	Patrick Kerr City of South Bend Jitin Kain City of South Bend	Streets, Roads & Bridges Traffic Engineering Utility & Public Right-of-Way Water/Waste Water Asset Management Solutions Funding Resources & Budgeting Leadership Sustainability
9:45 AM - 11:00 AM	Through the Looking Glass: Using Metrics to Easily Communicate Your Success	Kim Lundgren Kim Lundgren Associates, Inc Sarah Marchant City of Nashua, NH	Emergency Management Water/Waste Water
2:00 PM - 2:50 PM	A Tale of Two Emergencies and What They Can Teach Us about Protecting our Water & Wastewater Infrastructure Abandoned Utilities	Stephan Weninger Stantec	

2:00 PM - 2:50 PM		Rouen Liu Hawaiian Electric Company Al Field Al Field and Associates LLC	Utility & Public Right-of-Way
2:00 PM - 2:50 PM	Emerging Public Works Technologies You ALREADY Have, and Never Saw Coming (The Future Isn't What It Used to Be)	David Zelenok HR Green Inc George Wentz HR Green Inc	Emerging Technologies Streets, Roads & Bridges Traffic Engineering Utility & Public Right-of-Way
2:00 PM - 2:50 PM	Impact from Hurricane Matthew in St. Augustine & Nearby Small Cities	Reuben Franklin City of St. Augustine Todd Grant City of St. Augustine	Emergency Management
2:00 PM - 2:50 PM	LTAP Guaranteed		Transportation
2:00 PM - 2:50 PM	Meeting Sustainable Objectives through Practicality, a Future Vision, and Policy	Dennis Randolph City of Grandview, Missouri Tom Jacobs Mid-America Regional Council Monty Zimmerman City of Lenexa Jason Waldron City of Kansas City MO Brenda Macke Anne Schroer GBA Todd Latorella MO/KS Chapter, American Concrete Pavement Association	Funding Resources & Budgeting Sustainability
2:00 PM - 2:50 PM	Mobile RWIS – Filling in the Blanks	Shawn Truelson Telvent DTN, LLC/Schneider Electric	Emerging Technologies Fleet Services Winter Maintenance
2:00 PM - 2:50 PM	Solid Waste Management - Public, Private, or Something In Between	Steve Wamback Pierce County Public Works & Utilities	Solid Waste Sustainability
	International Public Works Director Roundtable – Where Directors Go to Grow		Leadership

2:00 PM - 3:50 PM		Christopher Evers Pavement Technology, Inc.	
2:00 PM - 5:00 PM	Fleet Workshop (Afternoon Session)		Fleet Services
2:00 PM - 5:00 PM	Public Works Stormwater Summit - Day One	Brenda Macke Douglas Singer City of Eugene PW and Engineering Kevin Mulligan City of Greenville Eric Dove HDR	Storm Water/ Flood Control
3:00 PM - 3:50 PM	Alien Plant Will Destroy Your City, Unless...	Hannah Hudson City of Kalamazoo, Michigan	Parks & Grounds
3:00 PM - 3:50 PM	Complete Streets Coming to Your Neighborhood: The Impact of a Complete Streets Policy on Established Neighborhoods	Jamie Harmon City of Portage	Construction Management Streets, Roads & Bridges Traffic Engineering
3:00 PM - 3:50 PM	Incite Your Community to Love Public Works	Monica Bramble City of North Port	Leadership
3:00 PM - 3:50 PM	Innovation and Winter Maintenance – Exploring the Development, Transitions, and Implementation of the City of Vaughan’s Winter Road Maintenance Program	Samantha Lippa City of Vaughan Zoran Postic City of Vaughan	Management Streets, Roads & Bridges Winter Maintenance
3:00 PM - 3:50 PM	Smart Decisions through Facilities Planning	Cecilia Roussel MAKERS architecture and urban design llp Julie Bassuk MAKERS architecture and urban design LLP Jeanne Justice City of Redmond	Facilities Funding Resources & Budgeting Water/Waste Water
3:00 PM - 3:50 PM	Team Rubicon - How Skilled Volunteers Fit Into Disaster Response	Joe Messere Team Rubicon USA	Emergency Management Leadership
3:00 PM - 3:50 PM	The Steps to Overhaul Your Recycling List	Russell Klein DC Department of Public Works	Solid Waste Sustainability
	Using UAVs for Reality Capture and Modeling	Calex Gonzalez HDR	Construction Management

3:00 PM - 3:50 PM			Emerging Technologies Engineering & Technology
4:00 PM - 4:50 PM	Critical and Strategic Thinking Skills in Public Works	James Proce City of Rowlett	Career and Personal Development Leadership
4:00 PM - 4:50 PM	Downtown Streetcar Success – Concept to Operation	Rob Krewson HDR Engineering Jason Waldron City of Kansas City MO	Streets, Roads & Bridges Sustainability Traffic Engineering Transportation Utility & Public Right-of-Way
4:00 PM - 4:50 PM	Environmental Compliance for Directional Drilling: What Could Go Wrong and How to Fix It	Karen Kase Hampton, Lenzini & Renwick, Inc	Sustainability Utility & Public Right-of-Way
4:00 PM - 4:50 PM	Happy Hour Jam: 2030/2050		Leadership
✓ 4:00 PM - 4:50 PM	Happy Hour Jam: Emergency Management		Emergency Management
4:00 PM - 4:50 PM	Pokémon Go! How Augmented Reality (AR) Is Working for Alameda County Public Works	Bruce Mesnard MaintStar Asset Management Dimitry Poretsky MaintStar Asset Management Daniel Woldesenbet Alameda County Public Works Agency	Emerging Technologies
4:00 PM - 4:50 PM	Public Relations and Outreach for a Major Roadway Project	Scott Tourville City of Pickerington	Construction Management Management Streets, Roads & Bridges
4:00 PM - 4:50 PM	Snow and Ice on My Roads – Why Should I Worry about It?	Bret Hodne City of West Des Moines R. Mark DeVries Vaisala Inc.	Streets, Roads & Bridges Sustainability Winter Maintenance
4:00 PM - 4:50 PM	Someone is Going to DIE!! Did that Get your Manager's Attention?		Career and Personal Development

Emergency
Management
Leadership
Management

Tuesday, August 29

9:45

AM -

10:15

AM

Point - Counter Point: Bike Lanes

Transportation

[Steve Johnson](#)

City of Des Moines, IA

[Sarah Terry](#)

LA Consulting, Inc.

[Mike Walker](#)

City of Fredericton, New Brunswick, Canada

[Abdul Yahaya](#)

City of Gardner, KS

[Emma Browne](#)

City of Green Bay, WI

Leadership

9:45

AM -

11:00

AM

Putting the Public in Public Works

[Sheila Shockey](#)

Shockey Consulting Services LLC

Leadership
Management

9:45

AM -

11:00

AM

Alternative Facts: How to Manage Misinformation and Disinformation

9:45

AM -

11:00

AM

APWA Works for You!

Career and
Personal
Development

9:45

AM -

11:00

AM

Breathing New Life into a Capital City – The Role of Public Works in Successful Downtown Development

[Neil Dobler](#)

Barlett & West

[Jason Peek](#)

City of Topeka

[Brian Armstrong](#)

Bartlett & West

Engineering &
Technology
Funding
Resources &
Budgeting
Streets, Roads &
Bridges

9:45

AM -

11:00

AM

Center for Sustainability (C4S) Roundtable: Topic TBD

Sustainability

9:45

AM -

11:00

AM

Connected Vehicles and Local Government: Preparing for the Future

[Gary Strack](#)

Shafer Kline & Warren Inc

Leadership
Streets, Roads &
Bridges
Traffic
Engineering

9:45

AM -

Driving Innovation with Next-Level Professional Development

[Jonathan Gano](#)

City of Des Moines

Leadership
Workforce
Solutions

11:00
AM

9:45
AM -
11:00
AM

PAVER session (guaranteed)

Asset
Management
Solutions
Streets, Roads &
Bridges

9:45
AM -
11:00
AM

Public Works: The Essential Emergency
Responder

David Bergner
Monte Vista Associates,
LLC

Emergency
Management
Leadership
Management
Streets, Roads &
Bridges

10:00
AM -
11:30
AM

Diversity Brunch: Kayla's Krew

Michelle Runte
Kayla's Krew
Glen Morrow
City of Franklin

Leadership

2:00 PM
- 2:50
PM

Building a Multi-jurisdictional Public Works
Emergency Management Framework

Michael Morton
Ontario Ministry of
Transportation
Stephanie Maragna
Ontario Ministry of
Transportation

Emergency
Management
Emerging
Technologies
Snow & Ice
Transportation

2:00 PM
- 2:50
PM

Columbus: Winner of the USDOT Smart
City Challenge

Randall Bowman
City of Columbus

Emerging
Technologies
Sustainability
Traffic
Engineering

2:00 PM
- 2:50
PM

FDOT's Path to e-Construction

Amy Tootle
FDOT

Construction
Management
Emerging
Technologies

2:00 PM
- 2:50
PM

Now We Are Here: How Arapahoe
County's Public Works Improved Its
Organization One Employee at a Time

Bryan Weimer
Arapahoe County Public
Works
David Schmit
Arapahoe County
Caitlin Wilson
Arapahoe County

Leadership
Workforce
Solutions

✓ 2:00 PM
- 2:50
PM

Proven Technology Serving Modern Solid
Waste Disposal Needs

Patrick Carroll
Solid Waste Authority of
Palm Beach County

Emerging
Technologies
Solid Waste
Sustainability

2:00 PM
- 2:50
PM

The Challenges and Frustrations of
Inclement Weather in the Southeast

Wayne Owens
City of Greenville
Chad Thompson
City of Greenville

Winter
Maintenance

		Benjamin Hershey Iteris, Inc	
2:00 PM - 2:50 PM	We Have Always Done It This Way – Moving Away from Emotions in Developing a Fleet Capital Equipment Program	Kevin Schlangen Dakota County	Fleet Services Funding Resources & Budgeting
2:00 PM - 3:50 PM	Socratic Dialogue on Infrastructure	Bob Allen	Leadership
2:00 PM - 4:50 PM	Facilities & Grounds Workshop		Facilities Parks & Grounds
		Ronald Geiger HDR Engineering Martha Graham City of St. Augustine Tom Nye CDM Smith Steve Ono District of North Vancouver Mark Van Auken Arcadis Tim Bollinger City of Gainesville, FL David Grice City of Gainesville, FL Mitch Morgan City of Gainesville, FL Michael Jordan Columbus Consolidated Government Darrell Meadows Columbus Consolidated Government	Storm Water/ Flood Control
2:00 PM - 5:00 PM	Operations & Maintenance Training		Leadership
3:00 PM - 3:50 PM	Cross-Training: Is It Time to Change Things Up?		Leadership Workforce Solutions
3:00 PM - 3:50 PM	NOx It Off Now! Air Pollution Mediation with Photocatalytic Pavements	Colin Durante Pavement Technology Inc	Emerging Technologies Streets, Roads & Bridges Sustainability Funding Resources & Budgeting Leadership Water/Waste Water
3:00 PM - 3:50 PM	P3 Models to Maximize Public Value: Examples from Easton, MA	Joseph Shea Woodard Curran	

3:00 PM	Protecting Public Works: The Emerging	Daniel Bigman	Emerging
- 3:50 PM	Role of Ground Penetrating Radar in Damage Prevention	http://learngr.com	Technologies
			Utility & Public
			Right-of-Way
3:00 PM	Public Works Emergency Management		Emergency
- 3:50 PM	Inter-local Agreements – Because Your Responsibility to Be Ready for Disaster Never Ends	Tim Peters	Management
		City of West Jordan	Leadership
3:00 PM			Funding
- 3:50 PM	The Past, Present, and Future of Bike Facilities	Peter Trinh	Resources &
		City of Seattle	Budgeting
			Streets, Roads &
			Bridges
			Transportation
3:00 PM			Solid Waste
- 3:50 PM	Zero Waste - Real Goals from Real Communities	Steve Wamback	Sustainability
		Pierce County Public Works & Utilities	
4:00 PM			Emergency
- 4:50 PM	Are You Prepared to Deal with FEMA After the Disaster Strikes?	Desiree Joseph	Management
		CDM Smith	
4:00 PM			Workforce
- 4:50 PM	Creating Bench Strength in Your Organization – It's Time to Let Go!	Tim Jonasson	Solutions
		City of La Quinta (Retired)/HR Green)	
4:00 PM			Leadership
- 4:50 PM	Facing New Challenges with Confidence	Maria Cahill	Transportation
		University of Florida Transportation Institute	
4:00 PM			
- 4:50 PM	Happy Hour Jam: TBD		
4:00 PM			Emerging
- 4:50 PM	Happy Hour Jam: What Is A Smart City		Technologies
4:00 PM			Leadership
- 4:50 PM	Happy Hour Jam: What's the Best Thing You've Learned So Far - Future of PWX		
4:00 PM			Career and
- 4:50 PM	Is It Time to Break Up with Your Job?	Susan Hann	Personal
		Brevard Public Schools	Development
4:00 PM			Fleet Services
- 4:50 PM	Safety Matters – Driving for Change	Raffaella Morello	Solid Waste
		City of Hamilton	
Wednesday, August 30			
7:30 AM	Traffic Incident Management Responder Course	Rusty James	Emergency
- 11:30 AM		Gannett Fleming	Management
		David Bergner	Management
			Streets, Roads &

		Monte Vista Associates, LLC	Bridges Transportation
8:30 AM - 9:20 AM	Fleet Toast & Jam		Fleet Services
8:30 AM - 9:20 AM	How Can Technology Help Reduce SSOs?	Billy Wright LA Consulting Inc. John Goodrich City of Tigard Wayne Owens City of Greenville	Management
8:30 AM - 9:20 AM	How to Use CityWorks to Dispatch Inclement Weather in the Southeast	Keith Bishop City of Greenville Chad Thompson City of Greenville	Winter Maintenance
8:30 AM - 9:20 AM	Pit Stop Public Toilets Bring Relief to Challenging Neighborhoods	Rachel Gordon City and County of San Francisco Cynthia Chono City & County of San Francisco CA	Facilities Funding Resources & Budgeting Parks & Grounds Solid Waste
8:30 AM - 9:20 AM	Safely Active – Leveraging Mobile Technologies to Deliver Innovative Solutions for the Management of Active Transportation Assets	Jason Trotter Rival Solutions	Asset Management Solutions Streets, Roads & Bridges Transportation
8:30 AM - 9:20 AM	Your Entire City Is an Asset – Protect Property Values, Enforce Codes and Ordinances Citywide	Louis Jearls City of Florissant	Asset Management Solutions Facilities Leadership Management Sustainability
8:30 AM - 10:45 AM	Active Shooter Workshop	George Renteria DHS Marty Smith U.S. Department of Homeland Security	Emergency Management
8:30 AM - 10:45 AM	Envision Workshop		Asset Management Solutions Leadership Sustainability
8:30 AM -	Leadership During a Disaster or Emergency – Are You Ready for the Opportunity?	Susan Hann Brevard Public Schools	

10:45 AM		<u>James Proce</u> City of Rowlett	Emergency Management Leadership
9:30 AM - 10:45 AM	Finding, Keeping, and Training the Best Employees	<u>Raymond Gorman</u> Pinellas County Schools	Workforce Solutions
9:30 AM - 10:45 AM	Funding Your Future – A Canadian Level of Service Perspective	<u>Michelle Tetreault</u> Public Works Management Corp	Asset Management Solutions Funding Resources & Budgeting Streets, Roads & Bridges
9:30 AM - 10:45 AM	How to Use a Risk-Based Approach to Save Money Managing Your Stormwater Assets	<u>Mark Van Auken</u> Arcadis	Asset Management Solutions Funding Resources & Budgeting Storm Water/ Flood Control
9:30 AM - 10:45 AM	The State of Public Project Delivery in North America and What To Do About It	<u>Michael Ellegood</u> PSMJ Resources	Construction Management Funding Resources & Budgeting Workforce Solutions



CITY OF DANIA BEACH
PRE-APPROVED CONFERENCE OR TRAINING AUTHORIZATION/RECONCILIATION

EMPLOYEE: Brad Kaine DEPARTMENT: Public Services

LOCATION: Naples, FL TRIP/TRAINING DATE: August 04-05, 2017

PURPOSE: Florida APWA Executive Committee Meeting 2017

☒ OVERNIGHT

☐ OUT OF STATE

☐ AIR TRAVEL

TRAVEL EXPENSES ESTIMATED:(Policy No. 2002-10-1)

REGISTRATION *Attach conference brochure \$000.00
LODGING (No. of nights 1 @ 149.00) \$149.00
MEALS (Per Diem) ** \$ 96.00

CAR RENTAL *Prior approval of City Manager required \$000.00

OTHER INCIDENTAL EXPENSES
(reimbursable with receipts)

TOTAL ESTIMATED EXPENSES \$245.00

This seminar is required for: ☐ Certification ☐ License ☒ General Training ☐ Other:

Note any overnight or out of state travel events attended in the last 12 months:

APWA- Florida Chapter 2017 Expo Tallahassee May 10-12, 2017

EMPLOYEE SIGNATURE: _____

TRAVEL AUTHORIZATION:


DEPARTMENT DIRECTOR

 7/6/17
FINANCE DIRECTOR


CITY MANAGER

If payment is made through City's credit card, please indicate "credit card" under "Date" Column.

RECONCILIATION

	<u>Check Payee</u>	<u>Amount</u>	<u>Date</u>	<u>Actual</u>	<u>Differences</u>
Registration:		\$000.00		\$000.00	
Lodging:		\$149.00		\$149.00	
Transportation:				\$	
Traveler:		\$ 96.00		\$ 96.00	
Others:		\$		\$	
Account No:	001-39-01-539-55-10	\$245.00		\$245.00	

** Travel per diem will be issued to employee. Do not charge City's credit card for any meals.

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Brad Kaine
DEPARTMENT: Public Services
LOCATION: Naples , Florida
TRIP/TRAINING DATE: Aug 4 -5, 2017
PURPOSE: Florida APWA - Executive Committee Meeting 2017

CHECK ONE

- ☐ Certification
☐ General Training
☐ License
☒ Other

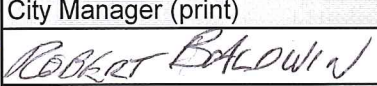
Note any overnight or out of state travel events attended in the last 12 months:

APWA Conference Tallahassee, FL
May 10 -12, 2017

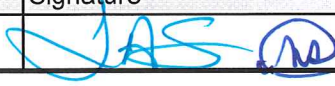
ACCOUNT NO: 001-39-01-533-55-10

COST SUMMARY		
Expense	Description	Estimate
Registration Fee		\$ -
Lodging (1 night @ \$149.00)	Naples Beach Hotel & Golf Club	\$ 149.00
Per Diem (M&IE) Allowance		\$ 96.00
TOTAL EXPENSES		\$ 245.00

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Brad Kaine		7-6-17
Department Director (print)	Signature	Date
Brad Kaine		7-6-17
Finance Director (print)	Signature	Date
Nicki Satterfield		
City Manager (print)	Signature	Date
		

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens		7/6/17

City of Dania Beach **Travel Per Diem Calculator**

Traveler Name: Brad Kaine

Description of Trip: Florida APWA - Executive Committee Meeting 2017

Daily per diem rate enter FY 17 Per Diem Rate here): \$ 64.00

Location Naples , Flc L

First Date of Travel 4-Aug-17

Last Date of Travel 5-Aug-17

					Travel	Travel	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date					4-Aug-17	5-Aug-17	
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =	\$ -	\$ -	\$ -	\$ -	\$ 48.00	\$ 48.00	

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 48.00

Total Per Diem Due to Traveler \$ 96.00

Meal Exclusions		
Date	Meal Provided	Amount



The Naples Beach Hotel - Confirmation 11534950

2 messages

THE NAPLES BEACH HOTEL & GOLF CLUB

Thu, Jul 6, 2017 at 9:32

<Reservations@naplesbeachhotel.com>

AM

Reply-To: THE NAPLES BEACH HOTEL & GOLF CLUB

<b1a717w17u18c14q14m17v15l19v14p16u14400@u.zmaildirect.com>

To: Brad Kaine <[REDACTED]>

If you are unable to see this message, [click here to view](#)



The Naples Beach Hotel
& Golf Club

A Naples Original

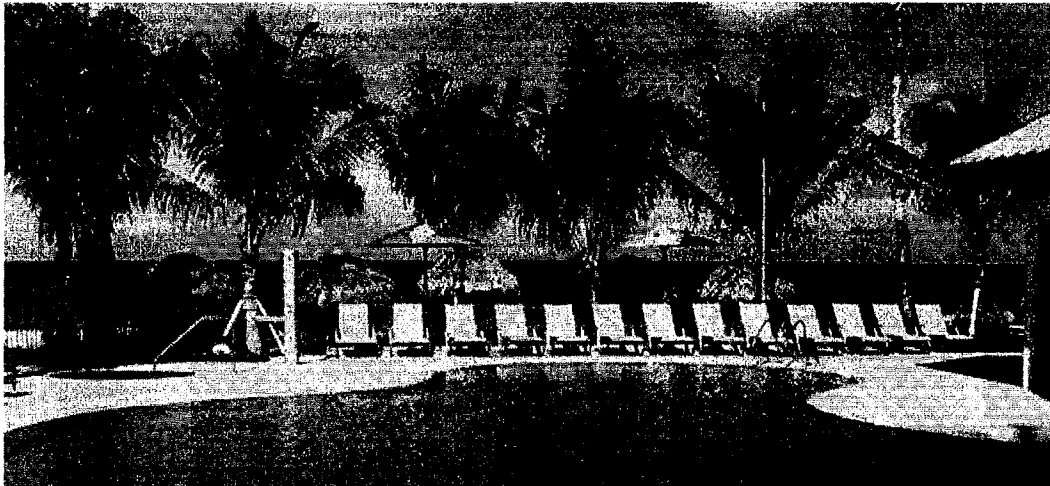
[EXPLORE](#)

[DINING](#)

[GOLF](#)

[SPA](#)

[PHOTOS](#)



Dear Brad Kaine,

Thank you for choosing The Naples Beach Hotel & Golf Club for your upcoming visit to Naples.

It's our pleasure to confirm the following accommodations for you:

If you require additional information or assistance, our team is ready to help. Simply contact us by phone at 800.237.7600 or email at reservations@naplesbeachhotel.com.

We look forward to your stay.

RESERVATION DETAILS

Confirmation Number: 11534950
Guest Name: Brad Kaine
Arrival Date: Friday, August 4, 2017
Departure Date: Sunday, August 6, 2017
Room Type: Standard Guest Room
Rate Plan: \$149.00
Total Room & Tax: \$327.80
Deposit Amount: \$149.00
Number of Rooms: 1
Number of Adults: 1

POLICIES

Guarantee: Valid major credit card is required to avoid forfeiture of booking.
Modification: Changes to length, dates of stay, or number of guests will result in rate change.
Cancellation: 8 days prior to arrival for refund
Check-in Time: 4pm EST
Check-out Time: 12 noon EST

COMPLIMENTARY AMENITIES

We offer complimentary: Valet & Self Parking, Kids Club (ages 5-12),
Fitness Center Access and No Resort Fees

GUEST REQUESTS

If you require additional information or assistance with restaurant reservations, excursions or need anything else, our team is delighted to assist. Please contact us at 239.261.2222 Ext. 2327 or conciergedesk@naplesbeachhotel.com.

Thank you again for choosing The Naples Beach Hotel & Golf Club.

Warm Regards,

The Naples Beach Hotel & Golf Club
Reservations Department

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2017 Standard Mileage Rates for Business, Medical and Moving Announced

IR-2016-169, Dec.13, 2016

WASHINGTON — The Internal Revenue Service today issued the 2017 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2017, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 53.5 cents per mile for business miles driven, down from 54 cents for 2016
- 17 cents per mile driven for medical or moving purposes, down from 19 cents for 2016
- 14 cents per mile driven in service of charitable organizations

The business mileage rate decreased half a cent per mile and the medical and moving expense rates each dropped 2 cents per mile from 2016. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements are described in [Rev. Proc. 2010-51](#). [Notice 2016-79](#), posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

[Follow the IRS on Social Media](#)
[Subscribe to IRS Newswire](#)

Page Last Reviewed or Updated: 13-Dec-2016

YOUR TRIP:



Total Route: **3 hr 24 min - 216 miles**

Est. Fuel cost: \$13.90 - IRS Reimbursement: \$115.51



100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 1.76 miles



5. Take the I-595 exit, EXIT 24, toward Port Everglades/Ft Laud-Hlwd Int'l Airport.

Then 0.26 miles



6. Merge onto I-595 W via the ramp on the left toward I-75.

Then 2.60 miles



7. Keep right to take I-595 W toward All Exits.

Then 10.05 miles



8. I-595 W becomes I-75 N (Portions toll).

Then 86.01 miles



9. Take the County Hwy-886/Golden Gate Parkway exit, EXIT 105, toward Golden Gate/Naples.

Then 0.35 miles



10. Turn left onto County Hwy-886/Golden Gate Pkwy.

Then 1.78 miles



11. Keep left at the fork to continue on County Hwy-886/Golden Gate Pkwy.

Then 2.49 miles



12. Turn left onto Tamiami Trl N/US-41 S/FL-45.

Then 0.29 miles



13. Turn right onto Orchid Dr.

Then 0.41 miles

↶ 14. Turn left onto Crayton Rd.

Then 0.32 miles

↷ 15. Enter next roundabout and take the 1st exit onto Banyan Blvd.

Then 0.16 miles

↶ 16. Turn left onto Gulf Shore Blvd N.

Then 0.39 miles



17. 851 GULF SHORE BLVD N is on the right.



851 Gulf Shore Blvd N, Naples, FL 34102-5332

This Leg: 1 hr 42 min - 108.06 miles



1. Start out going north on Gulf Shore Blvd N toward Oleander Dr.

Then 0.39 miles

↷ 2. Turn right onto Banyan Blvd.

Then 0.15 miles

↷ 3. Enter next roundabout and take the 3rd exit onto Crayton Rd.

Then 0.34 miles

↷ 4. Turn right onto Orchid Dr.

Then 0.42 miles

↑ 5. Orchid Dr becomes Fleischmann Blvd.

Then 0.49 miles

↶ 6. Turn left onto N Goodlette Frank Rd/County Hwy-851.

Then 0.20 miles

↷ 7. Turn right onto Golden Gate Pkwy/County Hwy-886.

Then 1.10 miles

↷ 8. Keep left at the fork to continue on County Hwy-886/Golden Gate Pkwy.

Then 2.33 miles

↷ 9. Merge onto I-75 S toward Miami (Portions toll).

Then 86.22 miles

↑ 10. Stay straight to go onto I-595 E.

Then 12.38 miles

11. Merge onto I-95 S via EXIT 10B toward Miami.
Then 2.13 miles
12. Take the FL-848/Stirling Rd exit, EXIT 22.
Then 0.39 miles
13. Keep left to take the ramp toward Dania Beach.
Then 0.02 miles
14. Turn left onto FL-848/Stirling Rd.
Then 1.01 miles
15. Turn slight left onto SW 3rd Ave.
Then 0.27 miles
16. Turn right onto W Dania Beach Blvd.
Then 0.03 miles
17. 100 W DANIA BEACH BLVD is on the right.
- 100 W Dania Beach Blvd, Dania, FL 33004-3643
- This leg: 1 hr 41 min - 107.86 miles



Book a hotel tonight and
save with some great deals!
(1-877-577-5766)



Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)



The Naples Beach Hotel - Confirmation 11534950

2 messages

THE NAPLES BEACH HOTEL & GOLF CLUB

<Reservations@naplesbeachhotel.com>

Reply-To: THE NAPLES BEACH HOTEL & GOLF CLUB

<b1a717w17u18c14q14m17v15i19v14p16u14400@u.zmaildirect.com>

To: Brad Kaine

Thu, Jul 6, 2017 at 9:32 AM

If you are unable to see this message, click here to view.



The Naples Beach Hotel
& Golf Club

A Naples Original

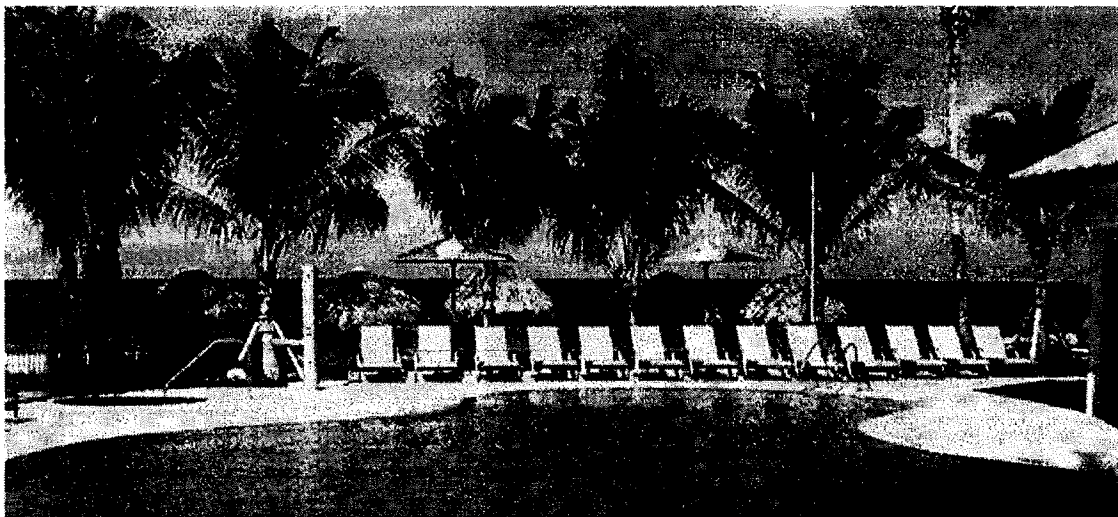
EXPLORE

DINING

GOLF

SPA

PHOTOS



Dear Brad Kaine,

Thank you for choosing The Naples Beach Hotel & Golf Club for your upcoming visit to Naples. It's our pleasure to confirm the following accommodations for you:

If you require additional information or assistance, our team is ready to help. Simply contact us by phone at 800.237.7600 or email at reservations@naplesbeachhotel.com.

We look forward to your stay.

RESERVATION DETAILS

Confirmation Number: 11534950

Guest Name: Brad Kaine

Arrival Date: Friday, August 4, 2017

Departure Date: Sunday, August 6, 2017

Room Type: Standard Guest Room

Rate Plan: \$149.00

Total Room & Tax: \$327.80

Deposit Amount: \$149.00

Number of Rooms: 1

Number of Adults: 1

POLICIES

Guarantee: Valid major credit card is required to avoid forfeiture of booking.

Modification: Changes to length, dates of stay, or number of guests will result in rate change.

Cancellation: 8 days prior to arrival for refund

Check-in Time: 4pm EST

Check-out Time: 12 noon EST

COMPLIMENTARY AMENITIES

We offer complimentary: Valet & Self Parking, Kids Club (ages 5-12),
Fitness Center Access and No Resort Fees

GUEST REQUESTS

If you require additional information or assistance with restaurant reservations, excursions or need anything else, our team is delighted to assist. Please contact us at 239.261.2222 Ext. 2327 or conciergedesk@naplesbeachhotel.com.

Thank you again for choosing The Naples Beach Hotel & Golf Club.

Warm Regards,

The Naples Beach Hotel & Golf Club
Reservations Department

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Chickie Brandimarte
DEPARTMENT: City Commission
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: August 16 - August 20, 2017
PURPOSE: 2017 FLC Annual Conference

CHECK ONE
☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

N/A

ACCOUNT NO: 001-11-01-511-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration	FLC Annual Conference	\$ 525.00
Lodging (4 nights @ \$177.00)	World Center Marriott Orlando	\$ 708.00
Valet Parking (4 nights @ \$14.00)	Parking at Hotel	\$ 56.00
Tolls		\$ 35.00
Per Diem	M&IE	\$ 206.50
TOTAL EXPENSES		\$ 1,530.50

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)		
Departure/Destination	Standard Mileage Calculation	
Departure: Dania Beach City Hall, Dania, FL	Cost per Mile	Round Trip Mileage
Destination: World Center Marriott, Orlando, FL	0.535	416.0
TOTAL MILEAGE CALCULATION		\$ 222.76
TOTAL ESTIMATED TRAVEL COST		\$ 1,753.26

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
Nicki Satterfield	<i>Nicki Satterfield</i>	7/10/17
City Manager (print)	Signature	Date
<i>Robert Baldwin</i>	<i>Robert Baldwin</i>	

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens	<i>Tania Stevens</i>	7/17/17

**City of Dania Beach
Travel Per Diem Calculator**

Traveler Name: Chickie Brandimarte

Description of Trip: 2017 FLC Annual Conference

Daily per diem rate enter FY 17 Per Diem Rate here):

\$ 59.00

Destination: Orlando, Florida

First Date of Travel 16-Aug-17

Last Date of Travel 20-Aug-17

	Travel						Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date			16-Aug-17	17-Aug-17	18-Aug-17	19-Aug-17	20-Aug-17
Breakfast 15%				\$ 8.85	\$ -	\$ 8.85	
Lunch 35%				\$ 20.65	\$ 20.65	\$ -	
Dinner 50%				\$ 29.50	\$ 29.50	\$ -	
Total Daily total =			\$ 44.25	\$ 59.00	\$ 50.15	\$ 8.85	\$ 44.25

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: **\$ 44.25**

Total Per Diem Due to Traveler

\$ 206.50

Meal Exclusions		
Date	Meal Provided	Amount
18-Aug-17	Breakfast	\$ 8.85
19-Aug-17	Lunch	\$ 20.65
19-Aug-17	Dinner	\$ 29.50

Orlando, Florida Per Diem Rates for 2017

Rates Apply To:

Orlando, Florida:
Orange County

Lodging Rate:

\$133.00

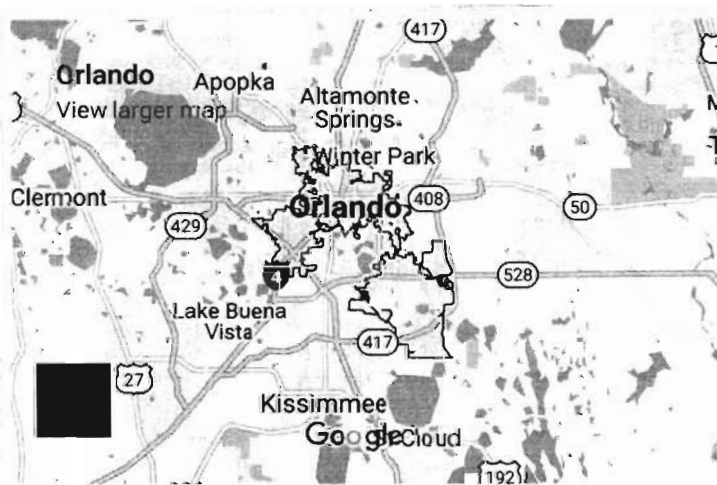
Meal Rate:

\$59.00

Orlando has a fixed per-diem rate set by the General Services Administration (GSA), which is used to reimburse overnight travel expenses within the area for Federal employees as well as employees of private companies which also use the GSA's per diem rates.

The **lodging per-diem rate** of **\$133.00** is intended to cover the costs of one night's lodging at a hotel in Orlando, based on the average daily rate in the local lodging industry. Many hotels and motels offer business travellers rooms at exactly the local per-diem rate.

The **meals & incidentals rate** (M&IE rate) of **\$59.00** is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the Orlando area. If you spend less than the \$59.00 per diem, you can generally keep the remainder.



Sign in

Map data ©2017 Google, BNGI

[Book a hotel in Orlando](#)

Month	Lodging Per Diem	Meals & Incidentals Per Diem
September, 2017	\$114.00	\$59.00
August, 2017	\$114.00	\$59.00
July, 2017	\$114.00	\$59.00
June, 2017	\$114.00	\$59.00
May, 2017	\$114.00	\$59.00
April, 2017	\$114.00	\$59.00
March, 2017	\$133.00	\$59.00
February, 2017	\$133.00	\$59.00
January, 2017	\$133.00	\$59.00

Travelling for the government is referred to as Temporary Duty, or TDY. A TDY trip for which per-diems are issued can last up to 180 consecutive days before it's considered Permanent Change of Station (PCS), and no longer eligible for per-diems.

YOUR TRIP:



Total Route: **6 hr 23 min - 416 miles**

Est. Fuel cost: \$26.60 - IRS Reimbursement: \$222.76



100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 64.37 miles



5. Merge onto FL-706 W/W Indiantown Rd via EXIT 87B toward Okeechobee.

Then 0.87 miles



6. Merge onto FL-91 N/Florida's Tpke N toward Orlando (Portions toll).

Then 132.64 miles



7. Take the Osceola Parkway exit, EXIT 249.

Then 0.29 miles



8. Turn left onto E Osceola Pkwy (Portions toll).

Then 6.20 miles



9. Turn slight right onto ramp.

Then 0.42 miles



10. Merge onto N Poinciana Blvd (Portions toll).

Then 0.09 miles



11. Turn right onto State Road 535/FL-535.

Then 1.35 miles



12. Turn slight left onto World Center Dr/FL-536.

Then 0.47 miles



13. Turn right onto World Center Dr.

Then 0.14 miles



14. 8701 WORLD CENTER DRIVE.



Orlando World Center Marriott

This leg: 3 hr 12 min - 208.04 miles



1. Start out going west on World Center Dr toward Vacation Way.

Then 0.04 miles



2. Make a U-turn onto World Center Dr.

Then 0.18 miles



3. Turn left onto World Center Dr/FL-536.

Then 1.10 miles



4. Merge onto FL-417 N/Central Florida Greenway N (Portions toll).

Then 6.03 miles



5. Merge onto FL-91 S/Florida's Tpke S via EXIT 12 toward Miami (Portions toll).

Then 134.47 miles



6. Take the FL-706 exit, EXIT 116, toward Jupiter.

Then 0.52 miles



7. Turn left onto W Indiantown Rd/FL-706.

Then 0.14 miles



8. Merge onto I-95 S toward W Palm Beach.

Then 64.12 miles



9. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles



10. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles



11. Turn left onto FL-848/Stirling Rd.

Then 1.01 miles



12. Turn slight left onto SW 3rd Ave.

Then 0.27 miles



13. Turn right onto W Dania Beach Blvd.

Then 0.03 miles



14. 100 W DANIA BEACH BLVD is on the right.



100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 3 hr 10 min - 208.33 miles



Book a hotel tonight and
save with some great deals!
(1-877-577-5766)



Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)



Toll Calculator

Payment Type
☐ SunPass ☐ Cash ☒ TOLL-BY-PLATE

Axle Count
☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8

Route Detail
 Start Point: Griffin Rd. - \$0.53
 Cypress Creek Toll Plaza - \$1.25
 Lantana Toll Plaza - \$0.06
 Three Lakes Plaza - \$15.40
 Orlando South (U.S. 17/92/441) - \$0.00
 End Point: I-4 - \$0.00

Trip Cost: \$17.18
 You could save \$3.65 by using SunPass.
 *TOLL-BY-PLATE tolls are billed monthly, plus a \$2.50 administrative charge.

Payment Options

Toll Violation Info

Construction Info

Toll Calculator Instructions



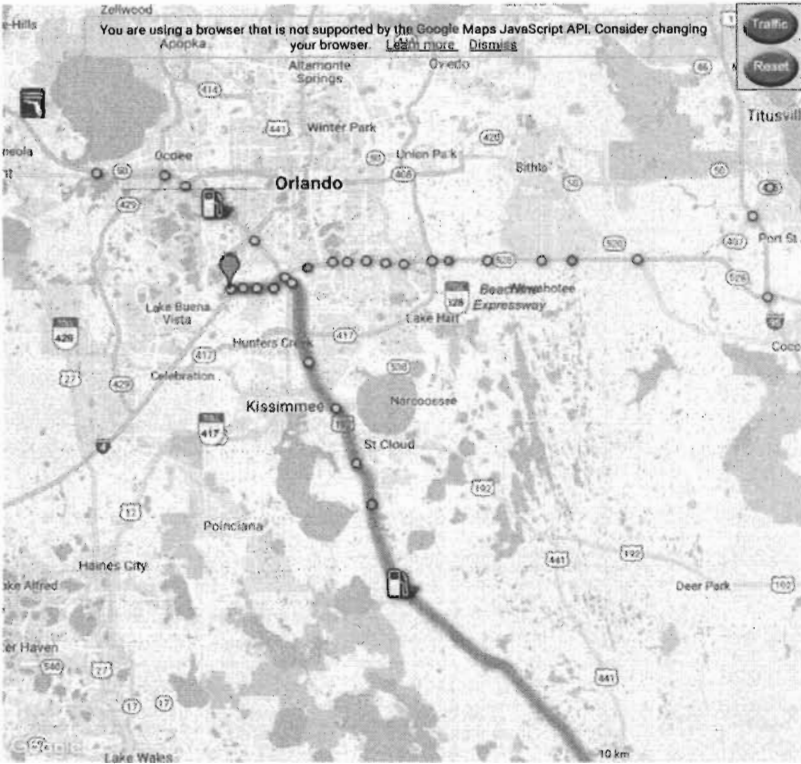
Download the Toll Calculator Mobile App!

Google play

Download on the App Store

*Supported Browsers
 IE10 or newer, Firefox and Chrome
 IE11 may require adjustments to the compatibility settings*

You are using a browser that is not supported by the Google Maps JavaScript API. Consider changing your browser. [Learn more](#) [Dismiss](#)



Toll rates effective as of July 1, 2015

Please note that the toll values shown in this application are the same as the toll rates displayed at each respective toll collection location on the Turnpike system, which are shown via roadway signs and toll tickets. In the unlikely event that there is a discrepancy between the toll rates shown in this application and those displayed at the toll collection locations, those shown at the toll collection locations are the official toll rates on the Turnpike system facilities.

Map Legend

Interchange 

Mainline Toll Point 

Service Plaza 

Round-trip Total $\$17.18 \times 2 = \34.36 (round up to \$35)

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Tuesday, June 06, 2017 2:34 PM
To: Lottier, Christine
Cc: Brandimarte, Chickie; mhowe@flcities.com
Subject: FLC 2017 Annual Conference Registration Confirmation for Leberta Brandimarte (24372)

FLC 2017 Annual Conference

World Center Marriott
8701 World Center Dr.
Orlando, FL 32821

Dear Leberta Brandimarte,

Thank you for registering for the FLC 2017 Annual Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:

The Florida League of Cities 2017 Conference will be held August 17-19, 2017.

HOUSING INFORMATION: You may now contact the Marriott directly at (888) 789-3090 to make your reservations and be sure to mention **2017ACFLC** to receive our reduced rate of **\$177/night**. You can also make your [reservations online](#). Remember that the cut-off date for reservations is **July 26, 2017** and the block could sell out before then. Note that self-parking will be \$5/day and valet parking will be \$14/day.

NOTE: If you are an **FLC Board Member or Trustee**, please contact [Linda Bridges](#) with the specifics regarding your housing needs.

Registrant Information:

Registration Date	06/06/2017
Name	Leberta Brandimarte
Nickname	Chickie
Title	Commissioner
Affiliation	Dania Beach
E-mail	cbrandimarte@daniabeachfl.gov
First-Time Attendee?	No
Please list any specific dietary requirements (i.e. - vegetarian, Kosher, etc.):	None

Your Itinerary:

Extra Inaugural Celebration Ticket (1)	\$50.00
Registration - City, County or Agency (1)	\$525.00

Total	\$575.00
Payments	\$575.00
Balance	\$0.00

Payment Receipt:

Credit Card Reference Code	40133882161
Credit Card Authorization Code	072041
Date Processed	06/06/2017
Total Paid	\$575.00
Payment Type	VISA *****2569

This is an automated e-mail. Please do not reply to this message.

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FLORIDA LEAGUE OF CITIES, INC.

[Events](#) [My Account](#)

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

Paying by check? [Click here for more information.](#)

Order Confirmation

Florida League of Cities

Order Number 55747
Order Date 6/6/2017
Bill To Christine Lottier
Payment Method Visa *****2569
Name on Card Christine Lottier

Item	Quantity	Price	Total
FLC 2017 Annual Conference - Leberta Brandimarte When: 8/17/2017 - 8/19/2017 Where: World Center Marriott 8701 World Center Dr. Orlando, FL 32821 Registration option: Registration - City, County or Agency Program Items: Extra Inaugural Celebration Ticket	1	575.00	575.00
Item Total			575.00
Transaction			575.00
Grand Total			

A confirmation is being sent to: clottier@daniabeachfl.gov

Send another copy to: [Send](#)

[Events](#)

© 2014 Florida League Cities | [FLC Home](#)

2017 FLC Annual Conference Registration Form

August 17-19, 2017 | World Center Marriott | Orlando

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, floridaleagueofcities.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: Leberta Brandi Marte

First Name or Nickname: Chickie Brndi Marte

Title: Commissioner Affiliation: City of Dania Beach

Mailing Address: 100 West Dania Beach Blvd

City: Dania Beach State: FL Zip: 33004

Phone Number: 954-924-6800 X3606 Fax Number: 954-921-2604

Email Address (for confirmations): clottier@daniabeach.fl.gov

First-Time Attendee? ☐ Yes ☒ No Contact Person: Chris Lottier

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____

Child's Name: _____ Age: _____ First Name: _____

Child's Name: _____ Age: _____ First Name: _____

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	<u>1</u>	@ \$525.00*	\$ <u>525.00</u>
Corporate	___	@ \$625.00*	\$ _____
Guest	___	@ \$125.00	\$ _____
Guest (13-18 years)	___	@ \$20.00	\$ _____
Guest (3-12 years)	___	@ \$15.00	\$ _____
Exhibit Hall Pass	___	@ \$20.00	\$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Wednesday, August 16			
Research Symposium	___	@ \$0.00	\$ _____
Thursday, August 17			
Ethics Session	___	@ \$0.00	\$ _____
Friday, August 18			
5K Fun Run	___	@ \$0.00	\$ _____
T-shirt size?	___		
Saturday, August 19			
Extra Luncheon Ticket	___	@ \$40.00	\$ _____
Extra Inaugural Celebration Ticket	<u>1</u>	@ \$50.00	\$ <u>50.00</u>
Total			\$ <u>575.00</u>

***NOTE: Registration fees will increase to \$555 for government and \$655 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2017**.

Remember: You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to mhowe@flcities.com or (850) 222-3806 and received by 5:00 p.m., **August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Lottier, Christine

From: The Orlando World Center Marriott Team <groupcampaigns@pkghlrss.com>
Sent: Tuesday, June 06, 2017 3:46 PM
To: Lottier, Christine
Subject: The Orlando World Center Marriott Reservation Confirmation - Brandimarte 32JX7ZD6



Orlando World Center Marriott

8701 World Center Drive
Orlando, FL 32821 US
Phone: 407-239-4200 Fax: 407-238-8777



Reservation for Leberta Brandimarte

Online Confirmation Number: 32JX7ZD6
Marriott Confirmation Number:
91577339
Check-in: Aug 16, 2017 (Check-in time:
4:00 PM)
Check-out: Aug 20, 2017 (Check-out time:
11:00 AM)

[Modify or Cancel reservation](#)

-  [View Hotel Website](#)
-  [Maps & Transportation](#)

Reservation Confirmation

Dear Leberta Brandimarte,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Orlando World Center Marriott

Planning Your Trip

- [Visit Orlando area](#)

Do You Need Transportation During Your Trip

Should you need transportation to the World Center from the Orlando International Airport and would like to pre arrange this to make your travel more enjoyable, we have a link below for either a private taxi/car service or for the Hotel Shuttle service.

To schedule your transportation or for additional information on transportation service, [click here](#)

Reservation Details

Confirmation number: 32JX7ZD6

Your hotel: Orlando World Center Marriott

Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)

Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)

Room type: Standard Room

Number of rooms: 1

Guests per room: 1

Guest name: Leberta Brandimarte

Reservation confirmed: Jun 6, 2017

Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Aug 16, 2017 - Aug 20, 2017	177.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	708.00
Add-Ons: Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed. king	

Canceling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation [here](#) or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

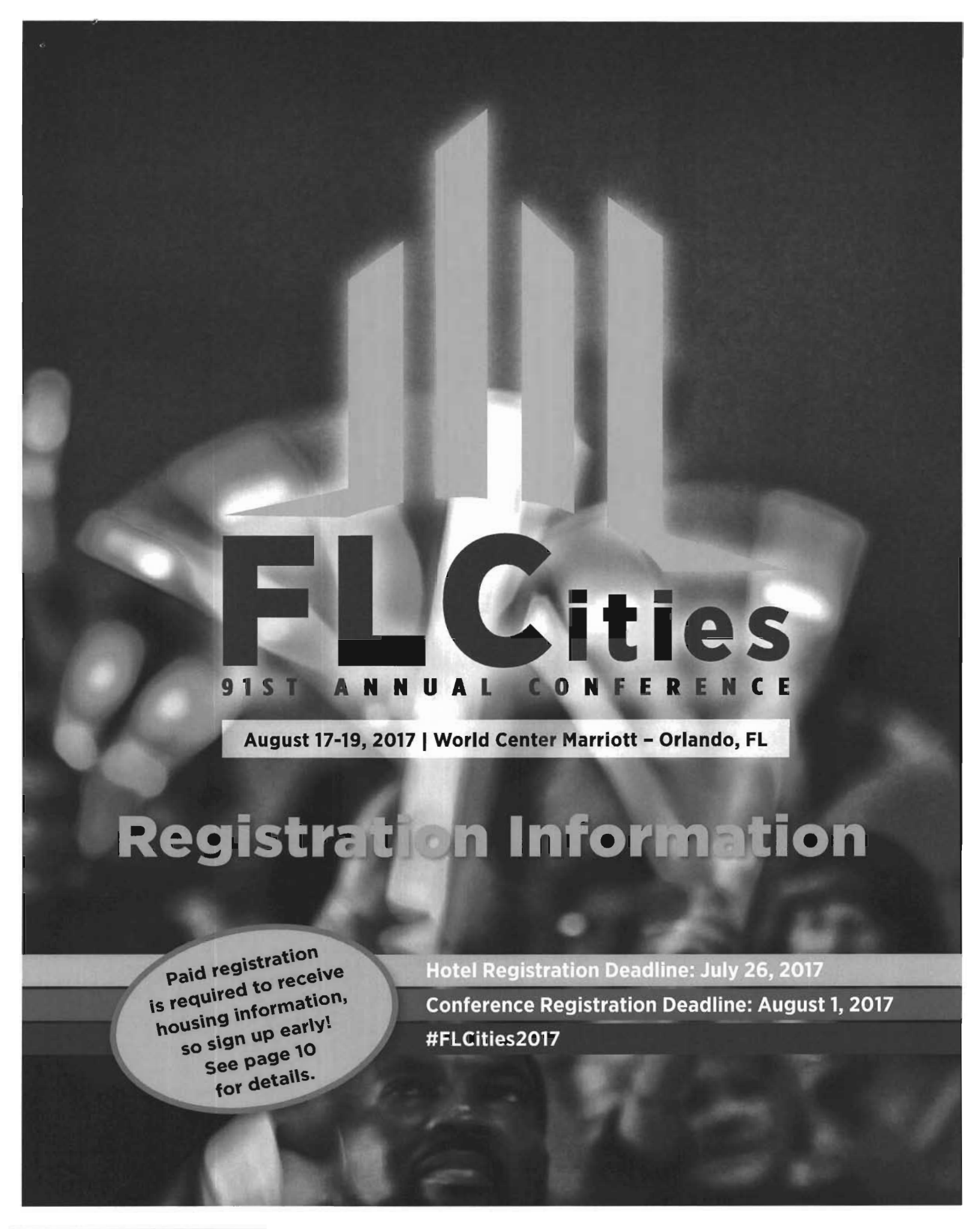
Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy.

[Learn More](#)

Internet Privacy, Authenticity

Your privacy is important to us. [Please visit our Internet Privacy Statement for](#)



FLCities

91ST ANNUAL CONFERENCE

August 17-19, 2017 | World Center Marriott – Orlando, FL

Registration Information

Paid registration
is required to receive
housing information,
so sign up early!
See page 10
for details.

Hotel Registration Deadline: July 26, 2017

Conference Registration Deadline: August 1, 2017

#FLCities2017

President's Invitation to the Florida League of Cities 91st Annual Conference



Dear Friends:

The **Florida League of Cities 91st Annual Conference** will be held August 17-19 at the Orlando World Center Marriott. My yearlong presidential initiative, **Safe Cities, Safe Florida**, has focused on developing training and resources to assist local leaders build safer communities. At the conference, a **Safe Cities, Safe Florida Toolkit** will be distributed that pulls together a variety of those resources to help officials better prepare for and deal with disasters, whether natural or manmade. Conference workshops will provide further ways to combat possible threats to your community, including a session on the opioid epidemic, and spotlight other issues affecting municipal operations and governance.

During a keynote address, former **Dallas Police Chief David Brown** will recap the day he lost several officers to an active shooter, how the city recovered and lessons learned from this tragedy.

The schedule includes other keynote presentations from **National League of Cities President Matt Zone**, councilman for the City of Cleveland, Ohio; and **John "Mac" Stipanovich**, a prominent Florida attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. Mac will be discussing the current political climate and the challenges it presents to cities, as seen in the recent legislative session.

Also, the League's legislative priorities for next year will be set at this conference. With the 2018 legislative session starting in January, the League's five legislative policy committees will be finalizing their legislative priority issues. At Saturday's business session, the League's membership will vote on the 2018 Legislative Action Agenda. Please join us as cities set the stage for the next legislative session.

We are very excited about this year's conference and hope you'll plan to attend. Knowledge is power, and nothing is more powerful than the united voice of Florida's 412 municipalities working together to make our cities the best in the nation. I look forward to seeing you in Orlando!

Sincerely,

Susan Haynie, FLC President
Mayor, City of Boca Raton



General Information

The 91st Annual Conference of the Florida League of Cities will be held August 17-19, 2017, at the World Center Marriott in Orlando.

Strengthening each city's ability to prevent, neutralize and respond to threats has been the goal of President Susan Haynie's **Safe Cities, Safe Florida** initiative. Whether responding to a hurricane, tornado, active shooter, sinkhole or wildfire, municipalities are on the front line of protecting their residents during a crisis.

The conference schedule will be filled with workshops and speakers to help you to address possible threats to your community. You'll hear from former **Dallas Police Chief David O. Brown**, who was at the helm when five of his officers were killed by a lone gunman in 2016. You'll also receive an in-depth look at the state's opioid epidemic, a crisis that is impacting cities large and small. You'll have the opportunity to dive deep into these and other issues to help prepare you for possible threats. Additional workshops will provide you with the tools to help your city navigate the current economic and political landscape.

Location/Dates

World Center Marriott - Orlando
Thursday, August 17 - Saturday, August 19

Registration Hours

Thursday, August 17: 7:30 a.m. - 7:00 p.m.
Friday, August 18: 7:00 a.m. - 5:00 p.m.
Saturday, August 19: 7:30 a.m. - 4:00 p.m.

Registration Fees

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines

Registration - Conference registration forms must be postmarked on or before **Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on site. **NOTE: Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on site**, so we encourage you to register in advance.

Hotel Reservations - The cut-off date for reservations at the Marriott is **July 26, 2017**. Reservations must be made via an FLC-provided security code only. No one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing via email to mhowe@flcities.com or via fax to **(850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel is given notification no later than **72 hours** prior to the scheduled arrival date.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies, Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Continuing Education Credit

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Twitter and Facebook



The League will be offering live updates via Twitter and Facebook during the conference. Follow the League at www.twitter.com/flcities or become a fan of the League on Facebook to participate. Use the hashtag **#FLCities2017**.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 17**.

Contact Information

For additional information, please contact Melanie Howe at mhowe@flcities.com; (850) 222-9684; fax: (850) 222-3806; or write to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- >> Additional Homestead Exemption Constitutional Amendment
- >> Deployment of Wireless Communications Infrastructure for 5G Technology
- >> Media Training
- >> Public Records Reform
- >> Safe Cities, Safe Florida Workshops
- >> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.

RESEARCH SYMPOSIUM

Medical Marijuana and Your City: Facts, Fiction and Moving Forward

In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.

Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of \$45.

2:00 p.m. - 5:00 p.m.

Florida League of Mayors Roundtable

Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Florida League of Mayors Nominating Committee Meeting

THURSDAY, AUGUST 17, 2017

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Are Your Hours Done?

Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: *You must be registered for the full conference to attend this session and pre-registration is required. See enclosed registration form.*

11:00 a.m. - 12:00 p.m.

Florida League of Mayors Business Meeting

For more information, contact Jill Walker at (850) 222-9684.

11:00 a.m. - 3:00 p.m.

Grants Expo

Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:00 p.m. - 1:00 p.m.

Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

- >> Finance, Taxation and Personnel
- >> Land Use and Economic Development
- >> Municipal Administration
- >> Transportation and Intergovernmental Relations
- >> Utilities, Natural Resources and Public Works

3:15 p.m. - 6:00 p.m.

The Opioid Epidemic: Your City's Role

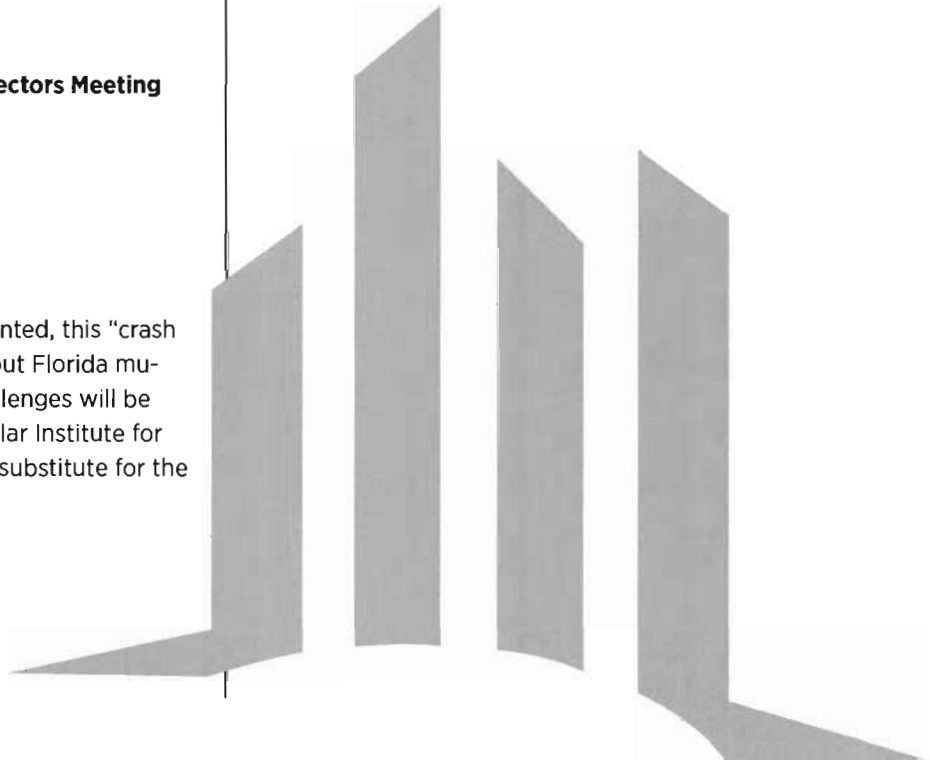
Governor Rick Scott declared an opioid epidemic on May 3, 2017, but for most Floridians, this crisis has hit close to home for several years. What do you need to know about the causes, the key decision-makers and the impact on your municipality? This safety concern also ties into this year's **Safe Cities, Safe Florida** initiative. Join FLC President Susan Haynie for this workshop, which will feature state experts and municipal officials talking about the epidemic and what every city can do, *and should do*, to help all citizens.

5:00 p.m. - 6:00 p.m.

Federal Action Strike Team Meeting

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in Municipal Marketplace



FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.

5K Fun Run

See page 9 for full details.

7:00 a.m. - 8:30 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

First-Time Attendees' Orientation

If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.

Workshops

9:15 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

OPENING GENERAL SESSION

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.

Sidewalk Café in Municipal Marketplace (Cash Sales)

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

Membership Networking Event

Evening Open



DAVID O. BROWN

A Dallas native, former **Chief David O. Brown** quit school during his senior year in college to become a Dallas police officer, with the goal of fighting the crack cocaine epidemic in his old neighborhood. Over his 33 years with the Dallas Police Department, Brown served as a patrolman, crime scene detective, SWAT team member and leader, internal affairs detective and assistant chief.

His career was marked by its share of tragedy, including the death of his brother due to drug-related violence, the murder of his partner and the death of his mentally ill adult son in a shootout with police that also left a police officer dead. But there was also triumph – including completing his bachelor's and master's degrees while being promoted to the highest ranks in the department, and working to reduce crime more than any other chief in the history of the department. Under his tenure, officer-involved shootings were reduced more than 40 percent and excessive-force complaints were reduced by 70 percent, their lowest points on record. Brown's efforts in community policing are nationally renowned. He is the longest-serving and most beloved Dallas police chief in modern times.

His leadership during and after the tragic events of July 7, 2016, calmed the City of Dallas and the nation. Brown's decision to use a robot to detonate C4 explosives to neutralize a suspect was a first in the history of American policing. And the chief's call to protestors to become part of the solution by applying to join the police department, earned him accolades from across the nation and around the world.

SATURDAY, AUGUST 19, 2017

7:30 a.m. - 8:30 a.m.

Various Local/Regional League Breakfast Meetings

Contact your local league for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

8:30 a.m. - 9:00 a.m.

Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.

Youth Council Program

See page 14 for details and registration information.

9:00 a.m. - 10:15 a.m.

Annual Business Meeting

10:30 a.m. - 12:15 p.m.

SECOND GENERAL SESSION

Featuring recognition of the Years of Service awards, a special presentation by NLC President **Matt Zone** and a keynote address by **Mac Stipanovich**.

12:30 p.m. - 2:15 p.m.

Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 5:00 p.m.

Workshops

6:00 p.m. - 10:00 p.m.

Childcare Provided

Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.

Inaugural Celebration - City Nights

We're throwing a party and everyone is invited, so bring your dancing shoes! This year's inaugural celebration will feature the sounds of **Tallahassee Nights Live**, a group that appeals to all styles and ages with their eclectic mix of jazz, R&B, soul, pop, rock, Latin and country. Enjoy a buffet dinner, some strolling entertainment and plan to dance the night away.

Schedule and speakers subject to change.



MATT ZONE

Cleveland City Councilman **Matt Zone** is recognized nationally, regionally and locally as a leader on environmental, arts and cultural issues. Currently, Zone serves as president of the National League of Cities.

Regionally, Zone is a past president of the Northeast Ohio City Council Association and also serves on the steering committee of the Regional Prosperity Initiative, which is working to create a "Smart Growth" plan for Northeast Ohio.

Locally, he continues to be a tireless advocate for alternative energy and green building, by evidence of the fact that his ward is home to the only EcoVillage in Ohio and one of the first in the country. The EcoVillage is complete with an LEED built school, theatre and certified regional transit station, highly energy-efficient homes that heat and cool for less than \$500 annually, and has a model stormwater demonstration project on a 25-acre city recreational facility.

Zone has been the driving force behind the development of the Gordon Square Arts District, which is composed of new housing and businesses, retail development, and the construction and renovation of three theaters. He also authored the City of Cleveland's "Percent for Arts" legislation, which requires all applicable capital improvement projects over \$300,000 to set aside 1.5 percent of the total budget to include artists in their design.

As chairman of Council's Safety Committee, Zone, who is in constant contact with the city's safety forces, is in the vanguard of the battle against neighborhood crime. He is also very involved in the City of Cleveland's consent decree with the U.S. Department of Justice and the federal monitor overseeing the Cleveland Police Department.



MAC STIPANOVICH

John "Mac" Stipanovich is an attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. He has extensive experience in the political arena and in the public

sector, including serving as Florida executive director for Reagan-Bush 1984, campaign director for Bob Martinez for Governor in 1986 and 1990, chief of staff to Martinez, senior advisor to Jeb Bush for Governor in 1994, and advisor to Secretary of State Katherine Harris during the 2000 presidential recount in Florida.

Additional Activities

Off-Site and Children's Activities

The Marriott provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. The Marriott also offers a wide range of children's activities that changes daily. For complete information, please contact the Marriott at (407) 239-4200 or visit their Web site at www.marriottworldcenter.com.

FLC 5K Fun Run

We will be holding our third **Florida League of Cities 5K Fun Run** on **Friday, August 18 at 6:30 a.m.** The run will take place on the grounds of the Marriott World Center's golf course and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, **but pre-registration is required** (see main registration form). All participants will receive a t-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a fun run and great company.

Saturday Night Childcare

Childcare services will be available on **Saturday, August 19, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR trained, and there is no cost to you.

Agenda

6:00 p.m. - 6:30 p.m.	Registration
6:30 p.m. - 7:30 p.m.	Dinner
7:30 p.m. - 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you must fill out the Childcare Registration Form on page 15, so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, mhowe@flcities.com, fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.

Conference Housing Information

The **World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is (407) 239-4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your **paid** registration.) FLC has secured the reduced rate of \$5.00 per day for self-parking, and \$14.00 per day for valet parking.

Located on 200 lush acres only minutes away from Orlando's main attractions, the Marriott features championship golf, award-winning cuisine and an exquisite spa. There are multiple restaurants and lounges, a lagoon pool and lots of activities for the family. Visit the hotel's website at www.marriottworldcenter.com for more details.

NOTE: The Marriott is a smoke-free property.

Directions

From Interstate 4: Exit 67 - hotel will be on the left.

From the Airport: Take south exit out of the airport to 417. Take 417 south to Exit 6, go straight at the light, cross 535 and the hotel will be on the right.

Room Reservations - IMPORTANT - PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via e-mail. (If you do not have an e-mail address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid**.

Please note that the reservation cut-off date at the Marriott is **July 26, 2017** and the rate is **\$177/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early.**



Conference Registration Information

Mail Registration

To register in advance, fill out the enclosed registration form, attach a check for the appropriate fee, and mail it to the League office by **Tuesday, August 1, 2017**. Your name badge and other information can be picked up at the conference registration desk.

Online Registration

Visit the League website, *floridaleagueofcities.com*, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Registration Fees

The registration fees for the 2017 annual conference are:

City/County/Government	\$525.00*
Guests	\$125.00
Guests (3-12 years)	\$15.00
Guests (13-18 years)	\$20.00
Corporate/Other	\$625.00*
Exhibit Hall Pass	\$20.00
Extra Luncheon Ticket	\$40.00
Extra Inaugural Celebration Ticket	\$50.00
Youth Council Program	\$75.00

***Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on-site.**

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Conference Registration Information (Continued)

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines/Cancellations

Advance registration forms must be received **on or before Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on-site at the conference registration desk.

Conference registration cancellations must be done in writing via email or fax to **mhowe@flcities.com or (850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Monday, August 1, 2017** will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Top Reasons to Attend the Florida League of Cities 91st Annual Conference in Orlando:

Meet with colleagues and friends from around the state and exchange **ideas and solutions**.

Learn from experts and share advice on how to strengthen your city's ability to prevent, neutralize and respond to threats.

Attend the Grants Expo to learn of grant opportunities for your municipality.

Discover innovative ways to expand services and save tax dollars.

Visit the Municipal Marketplace exhibits to get information to solve your city's problems.

Participate in adopting the League's legislative priority issues for the 2018 legislative session.

Bring value back to your municipality as your return home a reenergized, renewed, educated and informed official.

The Florida League of Cities Annual Conference!
BE THERE!

2017 Florida League of Cities Youth Council Program

Saturday, August 19, 2017 | 8:30 a.m. - 4:30 p.m.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with members of other Florida youth councils.

The registration fee for this program is **\$75** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations. **For more information, please contact Sharon Berrian at (850) 222-9684.**

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee: \$75.00 per person if received by Tuesday, August 1, 2017. The final deadline for registration is **Tuesday, August 1, 2017.**

Total Amount Enclosed: \$ _____

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

NOTE: If you wish to pay with a Visa or MasterCard, please complete this form and email it to mhowe@flcities.com and you will be contacted directly for your card information.

Youth council registration cancellation must be done in writing via email or fax to mhowe@flcities.com or (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds. Refunds will be issued after the conference.

Saturday Night Childcare Form

Saturday, August 19, 2017 | World Center Marriott | Orlando



Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone () _____
Address: _____ Cell Phone: _____
City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name: _____	Relationship: _____
Name: _____	Relationship: _____

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, hereby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.

This will serve as my authorization to Sitter Solutions, Inc.

Signature

Relationship

For more information, call Sitter Solutions, Inc. at

813-900-0927

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Bobbie Grace
DEPARTMENT: City Commission
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: August 16 - August 20, 2017
PURPOSE: 2017 FLC Annual Conference

CHECK ONE
☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

N/A

ACCOUNT NO: 001-11-01-511-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration	FLC Annual Conference	\$ 525.00
Lodging (4 nights @ \$177.00)	World Center Marriott Orlando	\$ 708.00
Valet Parking (4 nights @ \$14.00)	Parking at Hotel	\$ 56.00
Tolls		\$ 35.00
Per Diem	M&IE	\$ 206.50
TOTAL EXPENSES		\$ 1,530.50

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)		
Departure/Destination	Standard Mileage Calculation	
Departure: Dania Beach City Hall, Dania, FL	Cost per Mile	Round Trip Mileage
Destination: World Center Marriott, Orlando, FL	0.535	416.0
TOTAL MILEAGE CALCULATION		\$ 222.76
TOTAL ESTIMATED TRAVEL COST		\$ 1,753.26

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
Nicki Satterfield	<i>Nicki Satterfield</i>	7/10/17
City Manager (print)	Signature	Date
Robert Bablwin	<i>Robert Bablwin</i>	

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens	<i>Tania Stevens</i>	7/7/17

City of Dania Beach **Travel Per Diem Calculator**

Traveler Name: Bobbie Grace

Description of Trip: 2017 FLC Annual Conference

Daily per diem rate enter FY 17 Per Diem Rate here): \$ 59.00

Destination: Orlando, Florida

First Date of Travel 16-Aug-17

Last Date of Travel 20-Aug-17

	Travel						Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date			16-Aug-17	17-Aug-17	18-Aug-17	19-Aug-17	20-Aug-17
Breakfast 15%				\$ 8.85	\$ -	\$ 8.85	
Lunch 35%				\$ 20.65	\$ 20.65	\$ -	
Dinner 50%				\$ 29.50	\$ 29.50	\$ -	
Total Daily total =			\$ 44.25	\$ 59.00	\$ 50.15	\$ 8.85	\$ 44.25

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 44.25

Total Per Diem Due to Traveler \$ 206.50

Meal Exclusions		
Date	Meal Provided	Amount
18-Aug-17	Breakfast	\$ 8.85
19-Aug-17	Lunch	\$ 20.65
19-Aug-17	Dinner	\$ 29.50

Orlando, Florida Per Diem Rates for 2017

Rates Apply To:

Orlando, Florida:
Orange County

Lodging Rate:

\$133.00

Meal Rate:

\$59.00

Orlando has a fixed per-diem rate set by the General Services Administration (GSA), which is used to reimburse overnight travel expenses within the area for Federal employees as well as employees of private companies which also use the GSA's per diem rates.

The **lodging per-diem rate** of **\$133.00** is intended to cover the costs of one night's lodging at a hotel in Orlando, based on the average daily rate in the local lodging industry. Many hotels and motels offer business travellers rooms at exactly the local per-diem rate.

The **meals & incidentals rate** (M&IE rate) of **\$59.00** is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the Orlando area. If you spend less than the \$59.00 per diem, you can generally keep the remainder.



Sign in

Map data ©2016 Google, INEGI

 [Book a hotel in Orlando](#)

Month	Lodging Per Diem	Meals & Incidentals Per Diem
September, 2017	\$114.00	\$59.00
August, 2017	\$114.00	\$59.00
July, 2017	\$114.00	\$59.00
June, 2017	\$114.00	\$59.00
May, 2017	\$114.00	\$59.00
April, 2017	\$114.00	\$59.00
March, 2017	\$133.00	\$59.00
February, 2017	\$133.00	\$59.00
January, 2017	\$133.00	\$59.00

Travelling for the government is referred to as Temporary Duty, or TDY. A TDY trip for which per-diems are issued can last up to 180 consecutive days before it's considered Permanent Change of Station (PCS), and no longer eligible for per-diems.

YOUR TRIP:



Total Route: **6 hr 23 min - 416 miles**

Est. Fuel cost: **\$26.60** - IRS Reimbursement: **\$222.76**



100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 64.37 miles



5. Merge onto FL-706 W/W Indiantown Rd via EXIT 87B toward Okeechobee.

Then 0.87 miles



6. Merge onto FL-91 N/Florida's Tpke N toward Orlando (Portions toll).

Then 132.64 miles



7. Take the Osceola Parkway exit, EXIT 249.

Then 0.29 miles



8. Turn left onto E Osceola Pkwy (Portions toll).

Then 6.20 miles



9. Turn slight right onto ramp.

Then 0.42 miles



10. Merge onto N Poinciana Blvd (Portions toll).

Then 0.09 miles



11. Turn right onto State Road 535/FL-535.

Then 1.35 miles



12. Turn slight left onto World Center Dr/FL-536.

Then 0.47 miles



13. Turn right onto World Center Dr.

Then 0.14 miles



14. 8701 WORLD CENTER DRIVE.



Orlando World Center Marriott

This leg: 3 hr 12 min - 208.04 miles



1. Start out going west on World Center Dr toward Vacation Way.

Then 0.04 miles



2. Make a U-turn onto World Center Dr.

Then 0.18 miles



3. Turn left onto World Center Dr/FL-536.

Then 1.10 miles



4. Merge onto FL-417 N/Central Florida Greenway N (Portions toll).

Then 6.03 miles



5. Merge onto FL-91 S/Florida's Tpke S via EXIT 12 toward Miami (Portions toll).

Then 134.47 miles



6. Take the FL-706 exit, EXIT 116, toward Jupiter.

Then 0.52 miles



7. Turn left onto W Indiantown Rd/FL-706.

Then 0.14 miles



8. Merge onto I-95 S toward W Palm Beach.

Then 64.12 miles



9. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles



10. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles



11. Turn left onto FL-848/Stirling Rd.

Then 1:01 miles



12. Turn slight left onto SW 3rd Ave.

Then 0.27 miles



13. Turn right onto W Dania Beach Blvd.

Then 0.03 miles



14. 100 W DANIA BEACH BLVD is on the right.



100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 3 hr 10 min - 208.33 miles



Book a hotel tonight and
save with some great deals!
(1-877-577-5766)



Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)



Toll Calculator

Payment Type
☐ SunPass ☐ Cash ☒ TOLL-BY-PLATE

Axle Count
☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8

Route Detail
 Start Point: Griffin Rd. - \$0.53
 Cypress Creek Toll Plaza - \$1.25
 Lantana Toll Plaza - \$0.00
 Three Lakes Plaza - \$15.40
 Orlando South (U.S. 17/92/441) - \$0.00
 End Point: S-4 - \$0.00

Trip Cost: \$17.18
 You could save \$3.65 by using SunPass.
 *TOLL-BY-PLATE tolls are billed monthly, plus a \$2.50 administrative charge.

Payment Options

Toll Violation Info

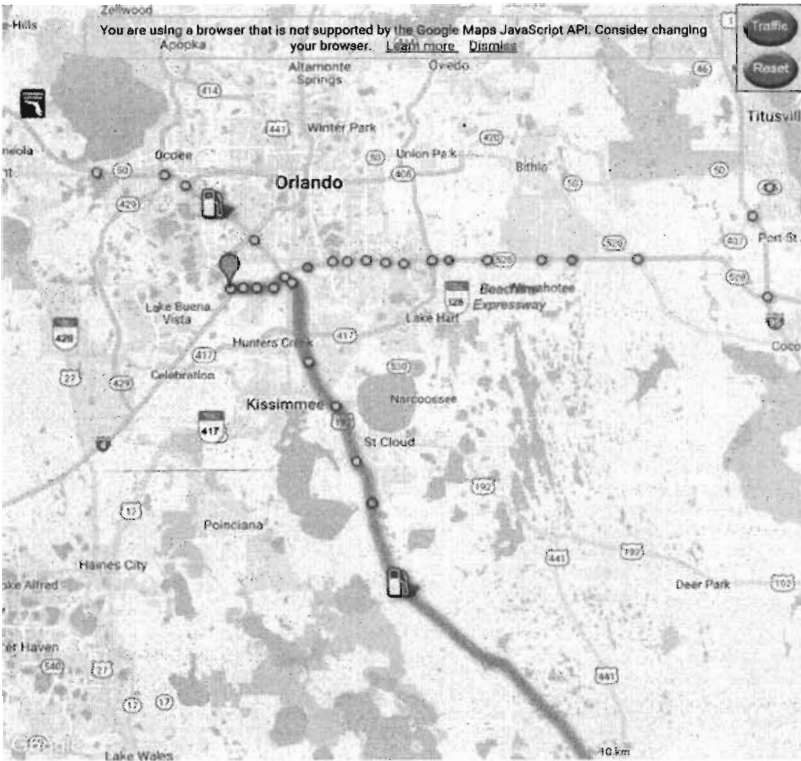
Construction Info

Toll Calculator Instructions



Supported Browsers
 IE10 or newer, Firefox and Chrome
 IE11 may require adjustments to the compatibility settings

You are using a browser that is not supported by the Google Maps JavaScript API. Consider changing your browser. [Learn more](#) [Dismiss](#)



Toll rates effective as of July 1, 2015

Please note that the toll values shown in this application are the same as the toll rates displayed at each respective toll collection location on the Turnpike system, which are shown via roadway signs and toll tickets. In the unlikely event that there is a discrepancy between the toll rates shown in this application and those displayed at the toll collection locations, those shown at the toll collection locations are the official toll rates on the Turnpike system facilities.

Map Legend

- Interchange
- Mainline Toll Point
- Service Plaza

Round-trip Total $\$17.18 \times 2 = \34.36 (round up to \$35)

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Tuesday, June 06, 2017 2:39 PM
To: Lottier, Christine
Cc: mhowe@flcities.com
Subject: FLC 2017 Annual Conference Registration Confirmation for Bobbie H. Grace (20179)

FLC 2017 Annual Conference

World Center Marriott
8701 World Center Dr.
Orlando, FL 32821

Dear Bobbie H. Grace,

Thank you for registering for the FLC 2017 Annual Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:

The Florida League of Cities 2017 Conference will be held August 17-19, 2017.

HOUSING INFORMATION: You may now contact the Marriott directly at (888) 789-3090 to make your reservations and be sure to mention **2017ACFLC** to receive our reduced rate of **\$177/night**. You can also make your [reservations online](#). Remember that the cut-off date for reservations is **July 26, 2017** and the block could sell out before then. Note that self-parking will be \$5/day and valet parking will be \$14/day.

NOTE: If you are an **FLC Board Member or Trustee**, please contact [Linda Bridges](#) with the specifics regarding your housing needs.

Registrant Information:

Registration Date	06/06/2017
Name	Bobbie H. Grace
Nickname	Bobbie
Title	Commissioner
Affiliation	Dania Beach
E-mail	clottier@daniabeachfl.gov
First-Time Attendee?	No
Please list any specific dietary requirements (i.e. - none vegetarian, Kosher, etc.):	

Your Itinerary:

Registration - City, County or Agency (1)	\$525.00
Total	\$525.00

Payments	\$525.00
----------	----------

Balance	\$0.00
----------------	---------------

Payment Receipt:

Credit Card Reference Code	40133894643
----------------------------	-------------

Credit Card Authorization Code	089954
--------------------------------	--------

Date Processed	06/06/2017
----------------	------------

Total Paid	\$525.00
------------	----------

Payment Type	VISA *****2569
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This is an automated e-mail. Please do not reply to this message.

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[Sign Out](#) [Christine Lottier](#) [Cart](#)

Keyword Search



FLORIDA LEAGUE OF CITIES, INC.

[Events](#) [My Account](#)

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

Paying by check? [Click here for more information.](#)

Order Confirmation

Florida League of Cities

Order Number 55749
Order Date 6/6/2017
Bill To Christine Lottier
Payment Method Visa *****2569
Name on Card Christine Lottier

Item	Quantity	Price	Total
FLC 2017 Annual Conference - Bobbie H. Grace When: 8/17/2017 - 8/19/2017 Where: World Center Marriott 8701 World Center Dr. Orlando, FL 32821 Registration option: Registration - City, County or Agency 8/17/2017 8:00 AM	1	525.00	525.00
Item Total			525.00
Transaction			525.00
Grand Total			

A confirmation is being sent to: clottier@daniabeachfl.gov

Send another copy to:

Send

[Events](#)

© 2014 Florida League Cities | [FLC Home](#)

2017 FLC Annual Conference Registration Form

August 17-19, 2017 | World Center Marriott | Orlando

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, floridaleagueofcities.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: Bobbie H Grace
First M.I. Last

First Name or Nickname: Bobbie Grace
As You Wish to Appear on Badge

Title: Commissioner Affiliation: City of Dania Beach
City, County, Government or Company

Mailing Address: 100 West Dania Beach Blvd.

City: Dania Beach State: FL Zip: 33004
Note: If you will be paying with a credit card below, please use the billing address for that card.

Phone Number: 954-924-6800 X 3606 Fax Number: 954-921-2604

Email Address (for confirmations): clottier@daniabeachfl.gov
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☒ No Contact Person: Chris Lottier

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	<u>1</u>	@ \$525.00*	\$ <u>525.00</u>
Corporate	___	@ \$625.00*	\$ _____
Guest	___	@ \$125.00	\$ _____
Guest (13-18 years)	___	@ \$20.00	\$ _____
Guest (3-12 years)	___	@ \$15.00	\$ _____
Exhibit Hall Pass	___	@ \$20.00	\$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Wednesday, August 16			
Research Symposium	___	@ \$0.00	\$ _____
Thursday, August 17			
Ethics Session	___	@ \$0.00	\$ _____
Friday, August 18			
5K Fun Run	___	@ \$0.00	\$ _____
T-shirt size? _____			
Saturday, August 19			
Extra Luncheon Ticket	___	@ \$40.00	\$ _____
Extra Inaugural Celebration Ticket	___	@ \$50.00	\$ _____
Total			\$ <u>525.00</u>

***NOTE: Registration fees will increase to \$555 for government and \$655 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2017**. **Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to mhowe@flcities.com or (850) 222-3806 and received by 5:00 p.m., **August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Lottier, Christine

From: The Orlando World Center Marriott Team <groupcampaigns@pkghlrss.com>
Sent: Tuesday, June 06, 2017 3:44 PM
To: Lottier, Christine
Subject: The Orlando World Center Marriott Reservation Confirmation - Grace 32JX7X8N



Orlando World Center Marriott

8701 World Center Drive
Orlando, FL 32821 US
Phone: 407-239-4200 Fax: 407-238-8777



Reservation for Bobbie Grace

Online Confirmation Number: 32JX7X8N
Marriott Confirmation Number:
91575694
Check-in: Aug 16, 2017 (Check-in time:
4:00 PM)
Check-out: Aug 20, 2017 (Check-out time:
11:00 AM)

[Modify or Cancel reservation](#)



[View Hotel Website](#)



[Maps & Transportation](#)

Reservation Confirmation

Dear Bobbie Grace,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Orlando World Center Marriott

Planning Your Trip

- [Visit Orlando area](#)

Do You Need Transportation During Your Trip

Should you need transportation to the World Center from the Orlando International Airport and would like to pre arrange this to make your travel more enjoyable, we have a link below for either a private taxi/car service or for the Hotel Shuttle service.

To schedule your transportation or for additional information on transportation service, [click here](#)

Reservation Details

Confirmation number: 32JX7X8N

Your hotel: Orlando World Center Marriott

Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)

Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)

Room type: Standard Room

Number of rooms: 1

Guests per room: 1

Guest name: Bobbie Grace

Reservation confirmed: Jun 6, 2017

Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Aug 16, 2017 - Aug 20, 2017	177.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	708.00
Add-Ons: Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed. king	

Canceling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation [here](#) or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy.

[Learn More](#)

Internet Privacy, Authenticity

Your privacy is important to us. [Please visit our Internet Privacy Statement for](#)

Lottier, Christine

From: FBC-LEO <treasurer@fbc-leo.org>
Sent: Wednesday, June 07, 2017 2:52 PM
To: Lottier, Christine
Cc: treasurer@fbc-leo.org
Subject: FBC-LEO Online Membership Application



FBC-LEO

Florida Black Caucus of Local Elected Officials

Bobbie, thank you for completing the FBC-LEO online membership application. We have forwarded the following membership details to the FBC-LEO:

Name: Bobbie Grace
Title: Commissioner
City/Organization: City of Dania Beach
Address:
100 West Dania Beach Blvd.
Dania Beach, Florida 33004
Cell Phone: 954-396-0941
Business Phone: 954-924-6800
Home Phone:
Fax: 954-924-2604
Email: clottier@daniabeachfl.gov
Membership Level: Regular

If you have not yet paid your annual membership dues, please make your check payable to FBC-LEO and mail it to

FBC-LEO
c/o: Commissioner Kenneth Thurston, Treasurer
5581 West Oakland Park Blvd
Lauderhill, FL 33313

OR visit www.fbc-leo.org to pay by credit card using PayPal.

RECEIPT		NO. 102
Bobbie H. Grace 100 West Dania Beach Blvd Dania Beach, FL 33004		
DATE: JUNE 8, 2017	AMOUNT: \$115.00	
Description: Payment of 2017 FBC-LEO Annual Membership Dues.	Payment Method: PAYPAL	
SUBTOTAL	\$115.00	
TAX	N/A	
TOTAL	\$115.00	



Packing Slip

Ship To: Christine Lottier

Ship From: Florida Black Caucus of Local Elected Officials, Inc.

Address: 100 West Dania Beach Blvd.
Dania Beach, FL 33004
United States

Address: City of Lauderhill
5581 W. Oakland Park Blvd., #410
Lauderhill, FL 33313
United States

Email: clottier@daniabeachfl.gov

Email: president@fbc-leo.org

Transaction ID: 1WS57181NA414453J

Qty	Website	Item Number	Description	Amount
1	n/a	n/a	Annual Membership Payment	\$115.00 USD

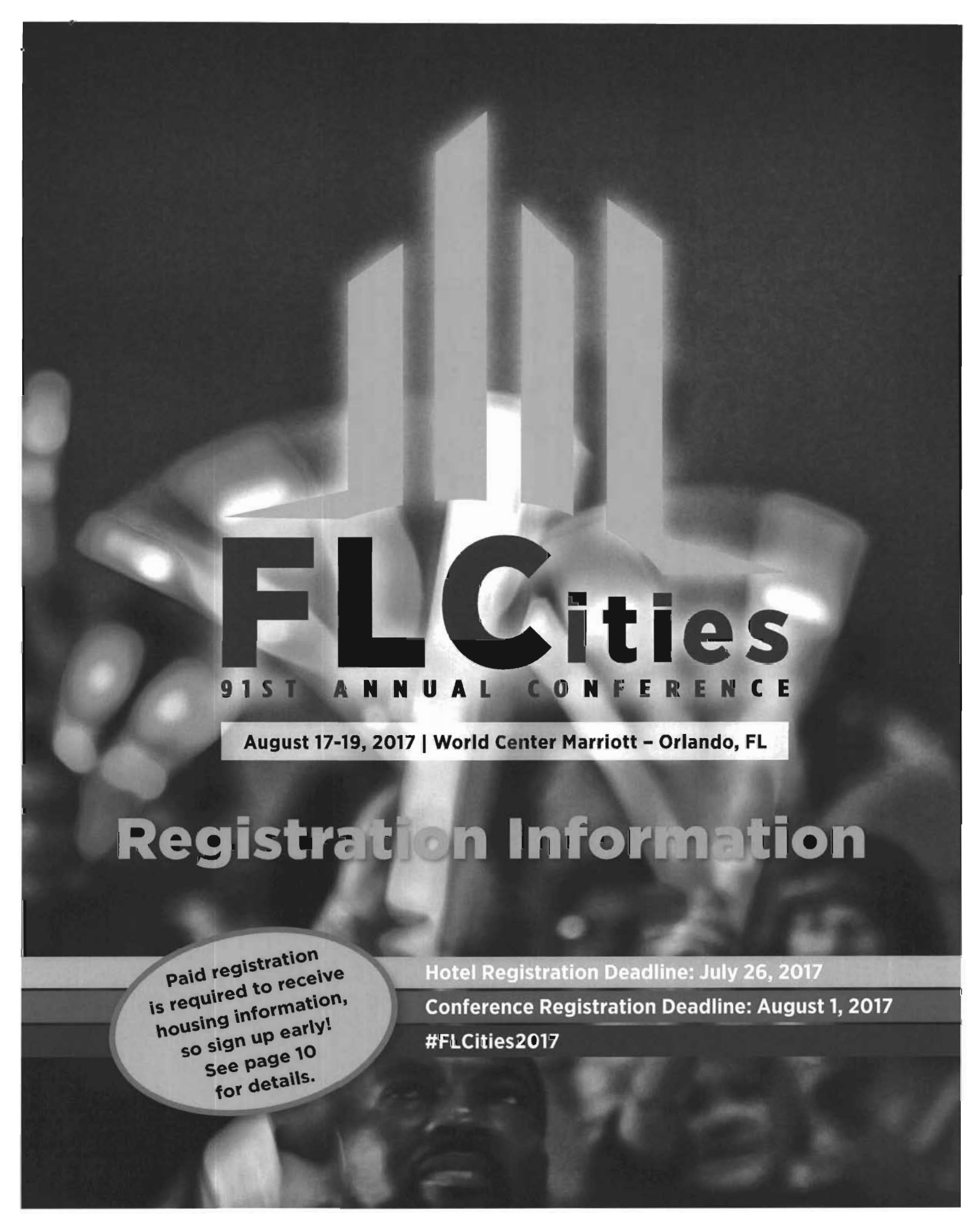
Shipping & Handling: \$0.00 USD

Sales Tax: \$0.00 USD

Total: \$115.00 USD

This is not a bill.

Note: Thanks for paying with PayPal - the safe way to pay online. It was a pleasure doing business with you.



FLCities

91ST ANNUAL CONFERENCE

August 17-19, 2017 | World Center Marriott – Orlando, FL

Registration Information

Paid registration
is required to receive
housing information,
so sign up early!
See page 10
for details.

Hotel Registration Deadline: July 26, 2017

Conference Registration Deadline: August 1, 2017

#FLCities2017

President's Invitation to the Florida League of Cities 91st Annual Conference



Dear Friends:

The **Florida League of Cities 91st Annual Conference** will be held August 17-19 at the Orlando World Center Marriott. My yearlong presidential initiative, **Safe Cities, Safe Florida**, has focused on developing training and resources to assist local leaders build safer communities. At the conference, a **Safe Cities, Safe Florida Toolkit** will be distributed that pulls together a variety of those resources to help officials better prepare for and deal with disasters, whether natural or manmade. Conference workshops will provide further ways to combat possible threats to your community, including a session on the opioid epidemic, and spotlight other issues affecting municipal operations and governance.

During a keynote address, former **Dallas Police Chief David Brown** will recap the day he lost several officers to an active shooter, how the city recovered and lessons learned from this tragedy.

The schedule includes other keynote presentations from **National League of Cities President Matt Zone**, councilman for the City of Cleveland, Ohio; and **John "Mac" Stipanovich**, a prominent Florida attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. Mac will be discussing the current political climate and the challenges it presents to cities, as seen in the recent legislative session.

Also, the League's legislative priorities for next year will be set at this conference. With the 2018 legislative session starting in January, the League's five legislative policy committees will be finalizing their legislative priority issues. At Saturday's business session, the League's membership will vote on the 2018 Legislative Action Agenda. Please join us as cities set the stage for the next legislative session.

We are very excited about this year's conference and hope you'll plan to attend. Knowledge is power, and nothing is more powerful than the united voice of Florida's 412 municipalities working together to make our cities the best in the nation. I look forward to seeing you in Orlando!



Sincerely,

Susan Haynie, FLC President
Mayor, City of Boca Raton

General Information

The 91st Annual Conference of the Florida League of Cities will be held August 17-19, 2017, at the World Center Marriott in Orlando.

Strengthening each city's ability to prevent, neutralize and respond to threats has been the goal of President Susan Haynie's **Safe Cities, Safe Florida** initiative. Whether responding to a hurricane, tornado, active shooter, sinkhole or wildfire, municipalities are on the front line of protecting their residents during a crisis.

The conference schedule will be filled with workshops and speakers to help you to address possible threats to your community. You'll hear from former **Dallas Police Chief David O. Brown**, who was at the helm when five of his officers were killed by a lone gunman in 2016. You'll also receive an in-depth look at the state's opioid epidemic, a crisis that is impacting cities large and small. You'll have the opportunity to dive deep into these and other issues to help prepare you for possible threats. Additional workshops will provide you with the tools to help your city navigate the current economic and political landscape.

Location/Dates

World Center Marriott - Orlando
Thursday, August 17 - Saturday, August 19

Registration Hours

Thursday, August 17:	7:30 a.m. - 7:00 p.m.
Friday, August 18:	7:00 a.m. - 5:00 p.m.
Saturday, August 19:	7:30 a.m. - 4:00 p.m.

Registration Fees

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines

Registration - Conference registration forms must be postmarked on or before **Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on site. **NOTE: Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on site**, so we encourage you to register in advance.

Hotel Reservations - The cut-off date for reservations at the Marriott is **July 26, 2017**. Reservations must be made via an FLC-provided security code only. No one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing via email to mhowe@flcities.com or via fax to **(850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel is given notification no later than **72 hours** prior to the scheduled arrival date.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies, Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Continuing Education Credit

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Twitter and Facebook



The League will be offering live updates via Twitter and Facebook during the conference. Follow the League at www.twitter.com/flcities or become a fan of the League on Facebook to participate. Use the hashtag **#FLCities2017**.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 17**.

Contact Information

For additional information, please contact Melanie Howe at mhowe@flcities.com; (850) 222-9684; fax: (850) 222-3806; or write to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- >> Additional Homestead Exemption Constitutional Amendment
- >> Deployment of Wireless Communications Infrastructure for 5G Technology
- >> Media Training
- >> Public Records Reform
- >> Safe Cities, Safe Florida Workshops
- >> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.

RESEARCH SYMPOSIUM

Medical Marijuana and Your City: Facts, Fiction and Moving Forward

In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.

Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of \$45.

2:00 p.m. - 5:00 p.m.

Florida League of Mayors Roundtable

Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Florida League of Mayors Nominating Committee Meeting

THURSDAY, AUGUST 17, 2017

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Are Your Hours Done?

Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: *You must be registered for the full conference to attend this session and pre-registration is required. See enclosed registration form.*

11:00 a.m. - 12:00 p.m.

Florida League of Mayors Business Meeting

For more information, contact Jill Walker at (850) 222-9684.

11:00 a.m. - 3:00 p.m.

Grants Expo

Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:00 p.m. - 1:00 p.m.

Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

- >> Finance, Taxation and Personnel
- >> Land Use and Economic Development
- >> Municipal Administration
- >> Transportation and Intergovernmental Relations
- >> Utilities, Natural Resources and Public Works

3:15 p.m. - 6:00 p.m.

The Opioid Epidemic: Your City's Role

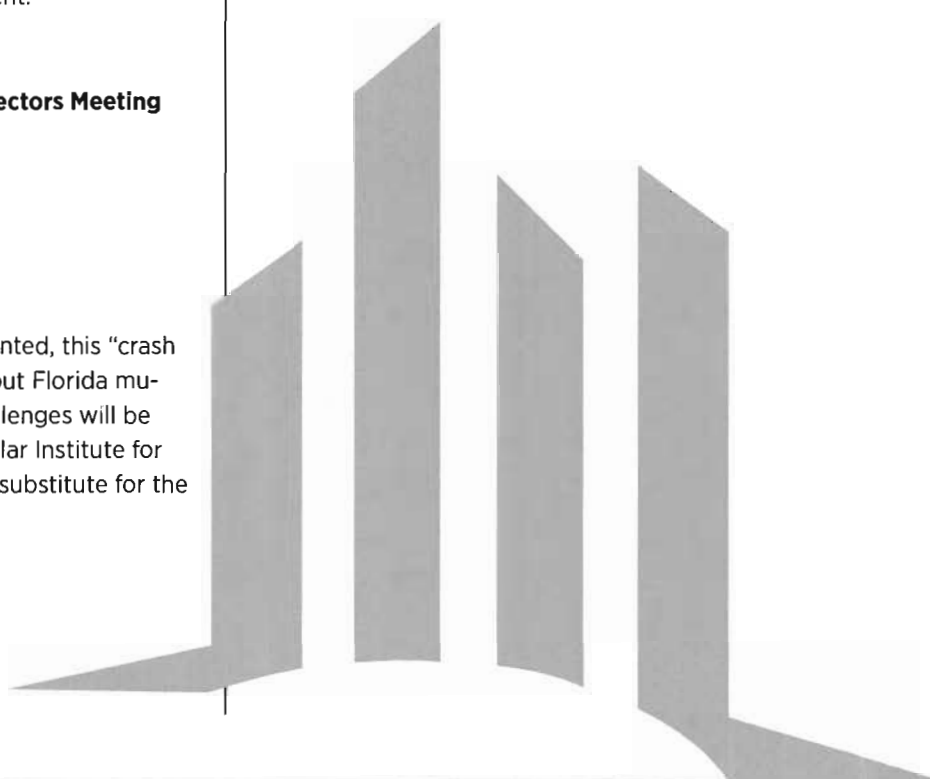
Governor Rick Scott declared an opioid epidemic on May 3, 2017, but for most Floridians, this crisis has hit close to home for several years. What do you need to know about the causes, the key decision-makers and the impact on your municipality? This safety concern also ties into this year's **Safe Cities, Safe Florida** initiative. Join FLC President Susan Haynie for this workshop, which will feature state experts and municipal officials talking about the epidemic and what every city can do, *and should do*, to help all citizens.

5:00 p.m. - 6:00 p.m.

Federal Action Strike Team Meeting

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in Municipal Marketplace



FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.

5K Fun Run

See page 9 for full details.

7:00 a.m. - 8:30 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

First-Time Attendees' Orientation

If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.

Workshops

9:15 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

OPENING GENERAL SESSION

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.

Sidewalk Café in Municipal Marketplace (Cash Sales)

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

Membership Networking Event

Evening Open



DAVID O. BROWN

A Dallas native, former **Chief David O. Brown** quit school during his senior year in college to become a Dallas police officer, with the goal of fighting the crack cocaine epidemic in his old neighborhood. Over his 33 years with the Dallas Police Department, Brown served as a patrolman, crime scene detective, SWAT team member and leader, internal affairs detective and assistant chief.

His career was marked by its share of tragedy, including the death of his brother due to drug-related violence, the murder of his partner and the death of his mentally ill adult son in a shootout with police that also left a police officer dead. But there was also triumph – including completing his bachelor's and master's degrees while being promoted to the highest ranks in the department, and working to reduce crime more than any other chief in the history of the department. Under his tenure, officer-involved shootings were reduced more than 40 percent and excessive-force complaints were reduced by 70 percent, their lowest points on record. Brown's efforts in community policing are nationally renowned. He is the longest-serving and most beloved Dallas police chief in modern times.

His leadership during and after the tragic events of July 7, 2016, calmed the City of Dallas and the nation. Brown's decision to use a robot to detonate C4 explosives to neutralize a suspect was a first in the history of American policing. And the chief's call to protestors to become part of the solution by applying to join the police department, earned him accolades from across the nation and around the world.

SATURDAY, AUGUST 19, 2017

7:30 a.m. - 8:30 a.m.

Various Local/Regional League Breakfast Meetings

Contact your local league for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

8:30 a.m. - 9:00 a.m.

Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.

Youth Council Program

See page 14 for details and registration information.

9:00 a.m. - 10:15 a.m.

Annual Business Meeting

10:30 a.m. - 12:15 p.m.

SECOND GENERAL SESSION

Featuring recognition of the Years of Service awards, a special presentation by NLC President **Matt Zone** and a keynote address by **Mac Stipanovich**.

12:30 p.m. - 2:15 p.m.

Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 5:00 p.m.

Workshops

6:00 p.m. - 10:00 p.m.

Childcare Provided

Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.

Inaugural Celebration - City Nights

We're throwing a party and everyone is invited, so bring your dancing shoes! This year's inaugural celebration will feature the sounds of **Tallahassee Nights Live**, a group that appeals to all styles and ages with their eclectic mix of jazz, R&B, soul, pop, rock, Latin and country. Enjoy a buffet dinner, some strolling entertainment and plan to dance the night away.

Schedule and speakers subject to change.



MATT ZONE

Cleveland City Councilman **Matt Zone** is recognized nationally, regionally and locally as a leader on environmental, arts and cultural issues. Currently, Zone serves as president of the National League of Cities.

Regionally, Zone is a past president of the Northeast Ohio City Council Association and also serves on the steering committee of the Regional Prosperity Initiative, which is working to create a "Smart Growth" plan for Northeast Ohio.

Locally, he continues to be a tireless advocate for alternative energy and green building, by evidence of the fact that his ward is home to the only EcoVillage in Ohio and one of the first in the country. The EcoVillage is complete with an LEED built school, theatre and certified regional transit station, highly energy-efficient homes that heat and cool for less than \$500 annually, and has a model stormwater demonstration project on a 25-acre city recreational facility.

Zone has been the driving force behind the development of the Gordon Square Arts District, which is composed of new housing and businesses, retail development, and the construction and renovation of three theaters. He also authored the City of Cleveland's "Percent for Arts" legislation, which requires all applicable capital improvement projects over \$300,000 to set aside 1.5 percent of the total budget to include artists in their design.

As chairman of Council's Safety Committee, Zone, who is in constant contact with the city's safety forces, is in the vanguard of the battle against neighborhood crime. He is also very involved in the City of Cleveland's consent decree with the U.S. Department of Justice and the federal monitor overseeing the Cleveland Police Department.



MAC STIPANOVICH

John "Mac" Stipanovich is an attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. He has extensive experience in the political arena and in the public

sector, including serving as Florida executive director for Reagan-Bush 1984, campaign director for Bob Martinez for Governor in 1986 and 1990, chief of staff to Martinez, senior advisor to Jeb Bush for Governor in 1994, and advisor to Secretary of State Katherine Harris during the 2000 presidential recount in Florida.

Additional Activities

Off-Site and Children's Activities

The Marriott provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. The Marriott also offers a wide range of children's activities that changes daily. For complete information, please contact the Marriott at (407) 239-4200 or visit their Web site at www.marriottworldcenter.com.

FLC 5K Fun Run

We will be holding our third **Florida League of Cities 5K Fun Run** on **Friday, August 18 at 6:30 a.m.** The run will take place on the grounds of the Marriott World Center's golf course and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, **but pre-registration is required** (see main registration form). All participants will receive a t-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a fun run and great company.

Saturday Night Childcare

Childcare services will be available on **Saturday, August 19, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR trained, and there is no cost to you.

Agenda

6:00 p.m. - 6:30 p.m.	Registration
6:30 p.m. - 7:30 p.m.	Dinner
7:30 p.m. - 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you must fill out the Childcare Registration Form on page 15, so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, mhowe@flcities.com, fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.

Conference Housing Information

The **World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is (407) 239-4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your **paid** registration.) FLC has secured the reduced rate of \$5.00 per day for self-parking, and \$14.00 per day for valet parking.

Located on 200 lush acres only minutes away from Orlando's main attractions, the Marriott features championship golf, award-winning cuisine and an exquisite spa. There are multiple restaurants and lounges, a lagoon pool and lots of activities for the family. Visit the hotel's website at www.marriottworldcenter.com for more details.

NOTE: The Marriott is a smoke-free property.

Directions

From Interstate 4: Exit 67 - hotel will be on the left.

From the Airport: Take south exit out of the airport to 417. Take 417 south to Exit 6, go straight at the light, cross 535 and the hotel will be on the right.

Room Reservations - IMPORTANT - PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via e-mail. (If you do not have an e-mail address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid**.

Please note that the reservation cut-off date at the Marriott is **July 26, 2017** and the rate is **\$177/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early.**



Conference Registration Information

Mail Registration

To register in advance, fill out the enclosed registration form, attach a check for the appropriate fee, and mail it to the League office by **Tuesday, August 1, 2017**. Your name badge and other information can be picked up at the conference registration desk.

Online Registration

Visit the League website, floridaleagueofcities.com, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Registration Fees

The registration fees for the 2017 annual conference are:

City/County/Government	\$525.00*
Guests	\$125.00
Guests (3-12 years)	\$15.00
Guests (13-18 years)	\$20.00
Corporate/Other	\$625.00*
Exhibit Hall Pass	\$20.00
Extra Luncheon Ticket	\$40.00
Extra Inaugural Celebration Ticket	\$50.00
Youth Council Program	\$75.00

***Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on-site.**

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Conference Registration Information (Continued)

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines/Cancellations

Advance registration forms must be received **on or before Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on-site at the conference registration desk.

Conference registration cancellations must be done in writing via email or fax to **mhowe@flcities.com or (850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Monday, August 1, 2017** will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Top Reasons to Attend the Florida League of Cities 91st Annual Conference in Orlando:

Meet with colleagues and friends from around the state and exchange ideas and solutions.

Learn from experts and share advice on how to strengthen your city's ability to prevent, neutralize and respond to threats.

Attend the Grants Expo to learn of grant opportunities for your municipality.

Discover innovative ways to expand services and save tax dollars.

Visit the Municipal Marketplace exhibits to get information to solve your city's problems.

Participate in adopting the League's legislative priority issues for the 2018 legislative session.

Bring value back to your municipality as your return home a reenergized, renewed, educated and informed official.

The Florida League of Cities Annual Conference!
BE THERE!

2017 Florida League of Cities Youth Council Program

Saturday, August 19, 2017 | 8:30 a.m. - 4:30 p.m.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with members of other Florida youth councils.

The registration fee for this program is **\$75** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations. **For more information, please contact Sharon Berrian at (850) 222-9684.**

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee: \$75.00 per person if received by Tuesday, August 1, 2017. The final deadline for registration is **Tuesday, August 1, 2017.**

Total Amount Enclosed: \$ _____

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

NOTE: If you wish to pay with a Visa or MasterCard, please complete this form and email it to mhowe@flcities.com and you will be contacted directly for your card information.

Youth council registration cancellation must be done in writing via email or fax to mhowe@flcities.com or (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds. Refunds will be issued after the conference.

Saturday Night Childcare Form

Saturday, August 19, 2017 | World Center Marriott | Orlando



Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone () _____
Address: _____ Cell Phone: _____
City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name: _____	Relationship: _____
Name: _____	Relationship: _____

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, hereby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.

This will serve as my authorization to Sitter Solutions, Inc.

Signature

Relationship

For more information, call Sitter Solutions, Inc. at
813-900-0927

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Marco Salvino
DEPARTMENT: City Commission
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: August 16 - August 20, 2017
PURPOSE: 2017 FLC Annual Conference

CHECK ONE
☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

N/A

ACCOUNT NO: 001-11-01-511-40-10

COST SUMMARY

Expense	Description	Estimate
Registration	FLC Annual Conference	\$ 525.00
Lodging (4 nights @ \$177.00)	World Center Marriott Orlando	\$ 708.00
Valet Parking (4 nights @ \$14.00)	Parking at Hotel	\$ 56.00
Tolls		\$ 35.00
Per Diem	M&IE	\$ 206.50
TOTAL EXPENSES		\$ 1,530.50

MILEAGE DETAIL - PERSONAL VEHICLE

(attach MapQuest or Google Maps mileage calculation)

Departure/Destination	Standard Mileage Calculation	
Departure: Dania Beach City Hall, Dania, FL	Cost per Mile	Round Trip Mileage
Destination: World Center Marriott, Orlando, FL	0.535	416.0
TOTAL MILEAGE CALCULATION		\$ 222.76

TOTAL ESTIMATED TRAVEL COST **\$ 1,753.26**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
Nicki Satterfield	<i>Nicki Satterfield</i>	7/10/17
City Manager (print)	Signature	Date
Robert Baldwin	<i>Robert Baldwin</i>	

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens	<i>TAS</i>	7/10/17

**City of Dania Beach
Travel Per Diem Calculator**

Traveler Name: Marco Salvino

Description of Trip: 2017 FLC Annual Conference

Daily per diem rate enter FY 17 Per Diem Rate here): \$ 59.00

Destination: Orlando, Florida

First Date of Travel 16-Aug-17

Last Date of Travel 20-Aug-17

	Travel						Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date			16-Aug-17	17-Aug-17	18-Aug-17	19-Aug-17	20-Aug-17
Breakfast 15%				\$ 8.85	\$ -	\$ 8.85	
Lunch 35%				\$ 20.65	\$ 20.65	\$ -	
Dinner 50%				\$ 29.50	\$ 29.50	\$ -	
Total Daily total =			\$ 44.25	\$ 59.00	\$ 50.15	\$ 8.85	\$ 44.25

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 44.25

Total Per Diem Due to Traveler \$ 206.50

Meal Exclusions		
Date	Meal Provided	Amount
18-Aug-17	Breakfast	\$ 8.85
19-Aug-17	Lunch	\$ 20.65
19-Aug-17	Dinner	\$ 29.50

Orlando, Florida Per Diem Rates for 2017

Rates Apply To:

Orlando, Florida:
Orange County

Lodging Rate:

\$133.00

Meal Rate:

\$59.00

Orlando has a fixed per-diem rate set by the General Services Administration (GSA), which is used to reimburse overnight travel expenses within the area for Federal employees as well as employees of private companies which also use the GSA's per diem rates.

The **lodging per-diem rate of \$133.00** is intended to cover the costs of one night's lodging at a hotel in Orlando, based on the average daily rate in the local lodging industry. Many hotels and motels offer business travellers rooms at exactly the local per-diem rate.

The **meals & incidentals rate (M&IE rate) of \$59.00** is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the Orlando area. If you spend less than the \$59.00 per diem, you can generally keep the remainder.



Sign in

Map data ©2017 Google, INEGI

[Book a hotel in Orlando](#)

Month	Lodging Per Diem	Meals & Incidentals Per Diem
September, 2017	\$114.00	\$59.00
August, 2017	\$114.00	\$59.00
July, 2017	\$114.00	\$59.00
June, 2017	\$114.00	\$59.00
May, 2017	\$114.00	\$59.00
April, 2017	\$114.00	\$59.00
March, 2017	\$133.00	\$59.00
February, 2017	\$133.00	\$59.00
January, 2017	\$133.00	\$59.00

Travelling for the government is referred to as Temporary Duty, or TDY. A TDY trip for which per-diems are issued can last up to 180 consecutive days before it's considered Permanent Change of Station (PCS), and no longer eligible for per-diems.

YOUR TRIP:



Total Route: **6 hr 23 min - 416 miles**

Est. Fuel cost: **\$26.60** - IRS Reimbursement: **\$222.76**



100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 64.37 miles



5. Merge onto FL-706 W/W Indiantown Rd via EXIT 87B toward Okeechobee.

Then 0.87 miles



6. Merge onto FL-91 N/Florida's Tpke N toward Orlando (Portions toll).

Then 132.64 miles



7. Take the Osceola Parkway exit, EXIT 249.

Then 0.29 miles



8. Turn left onto E Osceola Pkwy (Portions toll).

Then 6.20 miles



9. Turn slight right onto ramp.

Then 0.42 miles



10. Merge onto N Poinciana Blvd (Portions toll).

Then 0.09 miles



11. Turn right onto State Road 535/FL-535.

Then 1.35 miles



12. Turn slight left onto World Center Dr/FL-536.

Then 0.47 miles



13. Turn right onto World Center Dr.

Then 0.14 miles



14. 8701 WORLD CENTER DRIVE.



Orlando World Center Marriott

This leg: 3 hr 12 min - 208.04 miles



1. Start out going west on World Center Dr toward Vacation Way.

Then 0.04 miles



2. Make a U-turn onto World Center Dr.

Then 0.18 miles



3. Turn left onto World Center Dr/FL-536.

Then 1.10 miles



4. Merge onto FL-417 N/Central Florida Greenway N (Portions toll).

Then 6.03 miles



5. Merge onto FL-91 S/Florida's Tpke S via EXIT 12 toward Miami (Portions toll).

Then 134.47 miles



6. Take the FL-706 exit, EXIT 116, toward Jupiter.

Then 0.52 miles



7. Turn left onto W Indiantown Rd/FL-706.

Then 0.14 miles



8. Merge onto I-95 S toward W Palm Beach.

Then 64.12 miles



9. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles



10. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles



11. Turn left onto FL-848/Stirling Rd.

Then 1.01 miles



12. Turn slight left onto SW 3rd Ave.

Then 0.27 miles



13. Turn right onto W Dania Beach Blvd.

Then 0.03 miles



14. 100 W DANIA BEACH BLVD is on the right.



100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 3 hr 10 min - 208.33 miles



Book a hotel tonight and
save with some great deals!
(1-877-577-5766)

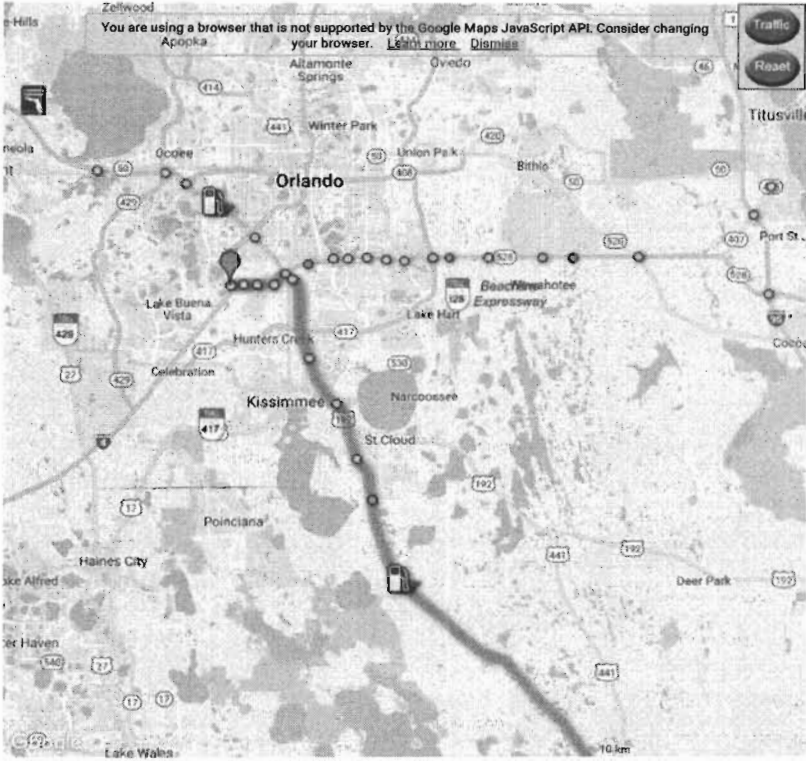


Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)



SUNPASS
PREPAID TOLL PROGRAM

You are using a browser that is not supported by the Google Maps JavaScript API. Consider changing your browser. [Learn more](#) [Dismiss](#)



Toll Calculator

Payment Type
☐ SunPass ☐ Cash ☒ TOLL-BY-PLATE

Axle Count
☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8

Route Detail
 Start Point: Griffin Rd. - \$0.53
 Cypress Creek Toll Plaza - \$1.25
 Lantana Toll Plaza - \$0.60
 Three Lakes Plaza - \$15.40
 Orlando South (I-4 S. 17/92/441) - \$0.00
 End Point: 1-4 - \$0.00

Trip Cost: \$17.18
 You could save \$3.65 by using SunPass.
 *TOLL-BY-PLATE tolls are billed monthly, plus a \$2.50 administrative charge.

Payment Options

Toll Violation Info

Construction Info

Toll Calculator Instructions

Download the Toll Calculator Mobile App!




Supported Browsers
 IE10 or newer, Firefox and Chrome
 IE11 may require adjustments to the compatibility settings

Map Legend

Interchange 

Mainline Toll Point 

Service Plaza 

Toll rates effective as of July 1, 2015

Please note that the toll values shown in this application are the same as the toll rates displayed at each respective toll collection location on the Turnpike System, which are shown via roadway signs and toll tickets. In the unlikely event that there is a discrepancy between the toll rates shown in this application and those displayed at the toll collection locations, those shown at the toll collection locations are the official toll rates on the Turnpike system facilities.

Round-trip Total $\$17.18 \times 2 = \34.36 (round up to \$35)

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Tuesday, June 06, 2017 3:26 PM
To: Lottier, Christine
Cc: Salvino, Marco; mhowe@flcities.com
Subject: FLC 2017 Annual Conference Registration Confirmation for Marco Salvino, Sr. (28910)

FLC 2017 Annual Conference

World Center Marriott
8701 World Center Dr.
Orlando, FL 32821

Dear Marco Salvino, Sr.,

Thank you for registering for the FLC 2017 Annual Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:

The Florida League of Cities 2017 Conference will be held August 17-19, 2017.

HOUSING INFORMATION: You may now contact the Marriott directly at (888) 789-3090 to make your reservations and be sure to mention **2017ACFLC** to receive our reduced rate of **\$177/night**. You can also make your [reservations online](#). Remember that the cut-off date for reservations is **July 26, 2017** and the block could sell out before then. Note that self-parking will be \$5/day and valet parking will be \$14/day.

NOTE: If you are an **FLC Board Member or Trustee**, please contact [Linda Bridges](#) with the specifics regarding your housing needs.

Registrant Information:

Registration Date	06/06/2017
Name	Marco Salvino, Sr.
Nickname	Marco
Title	Commissioner
Affiliation	Dania Beach
E-mail	msalvino@daniabeachfl.gov
First-Time Attendee?	No
Please list any specific dietary requirements (i.e. - vegetarian, Kosher, etc.):	none

Your Itinerary:

Continuing Education in Ethics (1)	\$0.00
Registration - City, County or Agency (1)	\$525.00

Total	\$525.00
Payments	\$525.00
Balance	\$0.00

Payment Receipt:

Credit Card Reference Code	40133988667
Credit Card Authorization Code	060930
Date Processed	06/06/2017
Total Paid	\$525.00
Payment Type	VISA *****2569

This is an automated e-mail. Please do not reply to this message.

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2017 FLC Annual Conference Registration Form

August 17-19, 2017 | World Center Marriott | Orlando

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, floridaleagueofcities.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: Marco A. Salvino, SR.
First Name or Nickname: Marco Salvino, SR
First M.I. Last

Title: Commissioner Affiliation: City of Dania Beach
As You Wish to Appear on Badge City, County, Government or Company

Mailing Address: 100 West Dania Beach Blvd.
Note: If you will be paying with a credit card below, please use the billing address for that card.

City: Dania Beach State: FL Zip: 33004

Phone Number: 954-924-6800 X3606 Fax Number: 954-921-2604

Email Address (for confirmations): clottier@danibeachfl.gov
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☒ No Contact Person: Chris Lottner

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	___ @	\$525.00*	\$ <u>525.00</u>
Corporate	___ @	\$625.00*	\$ _____
Guest	___ @	\$125.00	\$ _____
Guest (13-18 years)	___ @	\$20.00	\$ _____
Guest (3-12 years)	___ @	\$15.00	\$ _____
Exhibit Hall Pass	___ @	\$20.00	\$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Wednesday, August 16			
Research Symposium	___ @	\$0.00	\$ _____
Thursday, August 17			
Ethics Session	<u>1</u> @	\$0.00	\$ <u>—</u>
Friday, August 18			
5K Fun Run	___ @	\$0.00	\$ _____
T-shirt size? _____			
Saturday, August 19			
Extra Luncheon Ticket	___ @	\$40.00	\$ _____
Extra Inaugural Celebration Ticket	___ @	\$50.00	\$ _____
Total			\$ <u>525.00</u>

***NOTE: Registration fees will increase to \$555 for government and \$655 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2017**. **Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to mhowe@flcities.com or (850) 222-3806 and received by 5:00 p.m., **August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

[Sign Out](#) [Christine Lottier](#) [Cart](#)

FLORIDA LEAGUE OF CITIES, INC.

[Events](#) [My Account](#)

Thank you for your payment. This web page is your receipt - please print a copy for your records.

Need help printing? Try the control-P key command: press and hold the control key (usually located on the bottom left of the keyboard), and then press the letter P.

Paying by check? [Click here for more information.](#)

Order Confirmation

Florida League of Cities

Order Number 55770
Order Date 6/6/2017
Bill To Christine Lottier
Payment Method Visa *****2569
Name on Card Christine Lottier

Item	Quantity	Price	Total
FLC 2017 Annual Conference - Marco Salvino, Sr. When: 8/17/2017 - 8/19/2017 Where: World Center Marriott 8701 World Center Dr. Orlando, FL 32821 Registration option: Registration - City, County or Agency Program Items: Continuing Education in Ethics	1	525.00	525.00
8/17/2017 8:00 AM			
8/17/2017 8:00 AM			
Item Total			525.00
Transaction			525.00
Grand Total			

A confirmation is being sent to: clottier@daniabeachfl.gov
Send another copy to:

[Events](#)

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Lottier, Christine

From: The Orlando World Center Marriott Team <groupcampaigns@pkghlrss.com>
Sent: Tuesday, June 13, 2017 8:47 AM
To: Lottier, Christine
Subject: The Orlando World Center Marriott Reservation Confirmation - Salviano 32JXNJXZ



**MARRIOTT
ORLANDO
WORLD CENTER**

Orlando World Center Marriott

8701 World Center Drive
Orlando, FL 32821 US
Phone: 407-239-4200 Fax: 407-238-8777



Reservation for Marco Salviano

Online Confirmation Number: 32JXNJXZ

Marriott Confirmation Number:

96277535

Check-in: Aug 16, 2017 (Check-in time:
4:00 PM)

Check-out: Aug 20, 2017 (Check-out time:
11:00 AM)

[Modify or Cancel reservation](#)



[View Hotel Website](#)



[Maps & Transportation](#)

Reservation Confirmation

Dear Marco Salviano,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Orlando World Center Marriott

Planning Your Trip

- [Visit Orlando area](#)

Do You Need Transportation During Your Trip

Should you need transportation to the World Center from the Orlando International Airport and would like to pre arrange this to make your travel more enjoyable, we have a link below for either a private taxi/car service or for the Hotel Shuttle service.

To schedule your transportation or for additional information on transportation service, [click here](#)

Reservation Details

Confirmation number: 32JXNJXZ

Your hotel: Orlando World Center Marriott

Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)

Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)

Room type: Standard Room

Number of rooms: 1

Guests per room: 1

Guest name: Marco Salviano

Reservation confirmed: Jun 13, 2017

Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Aug 16, 2017 - Aug 20, 2017	177.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	708.00
Add-Ons: Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed. • gst rqst 1 king bed	

Canceling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation [here](#) or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy.

[Learn More](#)

Internet Privacy, Authenticity

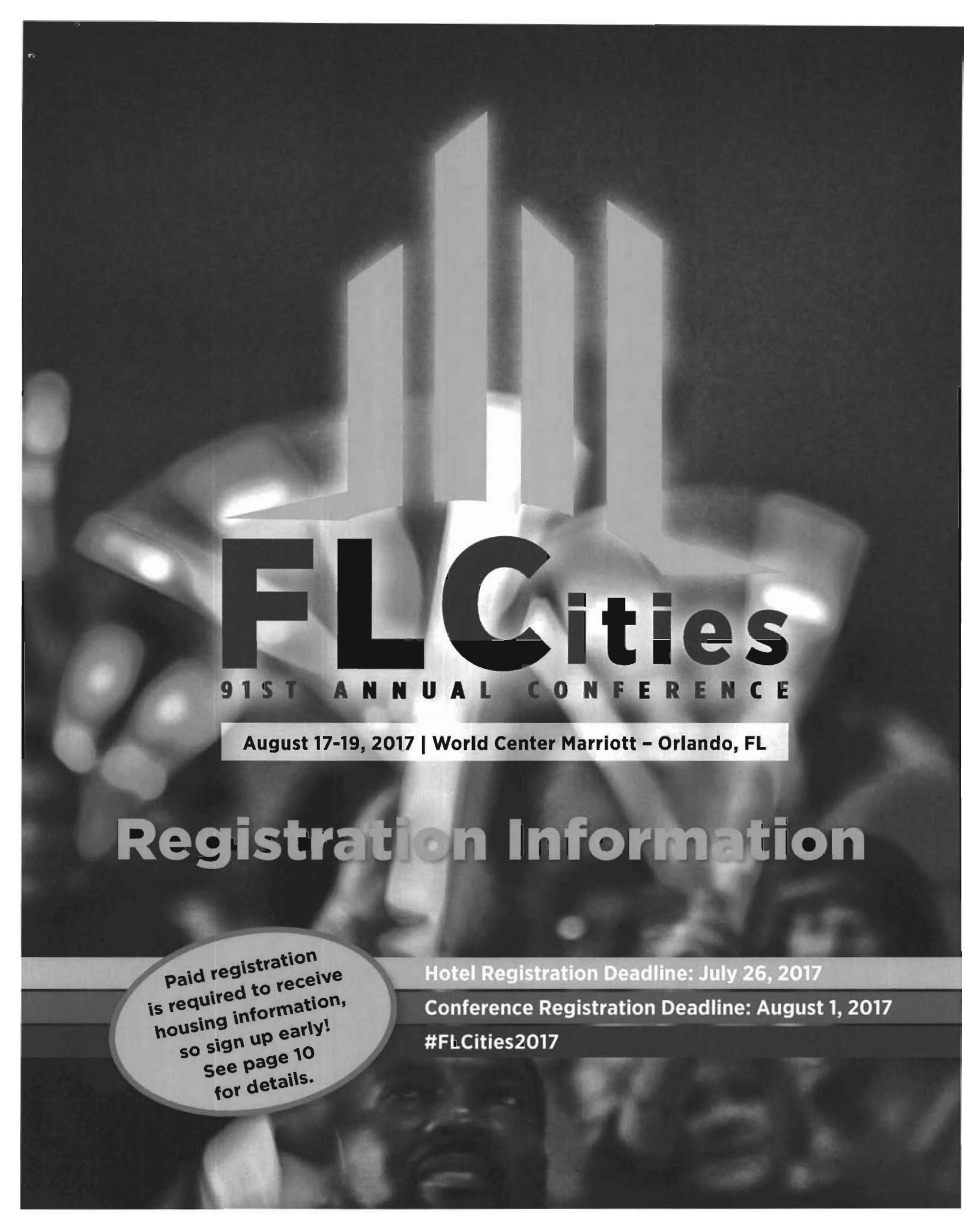
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full details. This email confirmation is an auto-generated message. Replies to automated messages are not monitored.

This email was sent by Passkey International, Inc.

On behalf of:

Orlando World Center Marriott



FLCities

91ST ANNUAL CONFERENCE

August 17-19, 2017 | World Center Marriott – Orlando, FL

Registration Information

Paid registration
is required to receive
housing information,
so sign up early!
See page 10
for details.

Hotel Registration Deadline: July 26, 2017

Conference Registration Deadline: August 1, 2017

#FLCities2017

President's Invitation to the Florida League of Cities 91st Annual Conference



Dear Friends:

The **Florida League of Cities 91st Annual Conference** will be held August 17-19 at the Orlando World Center Marriott. My yearlong presidential initiative, **Safe Cities, Safe Florida**, has focused on developing training and resources to assist local leaders build safer communities. At the conference, a **Safe Cities, Safe Florida Toolkit** will be distributed that pulls together a variety of those resources to help officials better prepare for and deal with disasters, whether natural or manmade. Conference workshops will provide further ways to combat possible threats to your community, including a session on the opioid epidemic, and spotlight other issues affecting municipal operations and governance.

During a keynote address, former **Dallas Police Chief David Brown** will recap the day he lost several officers to an active shooter, how the city recovered and lessons learned from this tragedy.

The schedule includes other keynote presentations from **National League of Cities President Matt Zone**, councilman for the City of Cleveland, Ohio; and **John "Mac" Stipanovich**, a prominent Florida attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. Mac will be discussing the current political climate and the challenges it presents to cities, as seen in the recent legislative session.

Also, the League's legislative priorities for next year will be set at this conference. With the 2018 legislative session starting in January, the League's five legislative policy committees will be finalizing their legislative priority issues. At Saturday's business session, the League's membership will vote on the 2018 Legislative Action Agenda. Please join us as cities set the stage for the next legislative session.

We are very excited about this year's conference and hope you'll plan to attend. Knowledge is power, and nothing is more powerful than the united voice of Florida's 412 municipalities working together to make our cities the best in the nation. I look forward to seeing you in Orlando!



Sincerely,

Susan Haynie, FLC President
Mayor, City of Boca Raton

General Information

The 91st Annual Conference of the Florida League of Cities will be held August 17-19, 2017, at the World Center Marriott in Orlando.

Strengthening each city's ability to prevent, neutralize and respond to threats has been the goal of President Susan Haynie's **Safe Cities, Safe Florida** initiative. Whether responding to a hurricane, tornado, active shooter, sinkhole or wildfire, municipalities are on the front line of protecting their residents during a crisis.

The conference schedule will be filled with workshops and speakers to help you to address possible threats to your community. You'll hear from former **Dallas Police Chief David O. Brown**, who was at the helm when five of his officers were killed by a lone gunman in 2016. You'll also receive an in-depth look at the state's opioid epidemic, a crisis that is impacting cities large and small. You'll have the opportunity to dive deep into these and other issues to help prepare you for possible threats. Additional workshops will provide you with the tools to help your city navigate the current economic and political landscape.

Location/Dates

World Center Marriott - Orlando
Thursday, August 17 - Saturday, August 19

Registration Hours

Thursday, August 17:	7:30 a.m. - 7:00 p.m.
Friday, August 18:	7:00 a.m. - 5:00 p.m.
Saturday, August 19:	7:30 a.m. - 4:00 p.m.

Registration Fees

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines

Registration - Conference registration forms must be postmarked on or before **Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on site. **NOTE: Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on site**, so we encourage you to register in advance.

Hotel Reservations - The cut-off date for reservations at the Marriott is **July 26, 2017**. Reservations must be made via an FLC-provided security code only. No one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing via email to mhowe@flcities.com or via fax to **(850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel is given notification no later than **72 hours** prior to the scheduled arrival date.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies, Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Continuing Education Credit

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Twitter and Facebook



The League will be offering live updates via Twitter and Facebook during the conference. Follow the League at www.twitter.com/flcities or become a fan of the League on Facebook to participate. Use the hashtag **#FLCities2017**.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 17**.

Contact Information

For additional information, please contact Melanie Howe at mhowe@flcities.com; (850) 222-9684; fax: (850) 222-3806; or write to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- >> Additional Homestead Exemption Constitutional Amendment
- >> Deployment of Wireless Communications Infrastructure for 5G Technology
- >> Media Training
- >> Public Records Reform
- >> Safe Cities, Safe Florida Workshops
- >> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.

RESEARCH SYMPOSIUM

Medical Marijuana and Your City: Facts, Fiction and Moving Forward

In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.

Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of \$45.

2:00 p.m. - 5:00 p.m.

Florida League of Mayors Roundtable

Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Florida League of Mayors Nominating Committee Meeting

THURSDAY, AUGUST 17, 2017

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Are Your Hours Done?

Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: *You must be registered for the full conference to attend this session and pre-registration is required. See enclosed registration form.*

11:00 a.m. - 12:00 p.m.

Florida League of Mayors Business Meeting

For more information, contact Jill Walker at (850) 222-9684.

11:00 a.m. - 3:00 p.m.

Grants Expo

Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:00 p.m. - 1:00 p.m.

Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

- >> Finance, Taxation and Personnel
- >> Land Use and Economic Development
- >> Municipal Administration
- >> Transportation and Intergovernmental Relations
- >> Utilities, Natural Resources and Public Works

3:15 p.m. - 6:00 p.m.

The Opioid Epidemic: Your City's Role

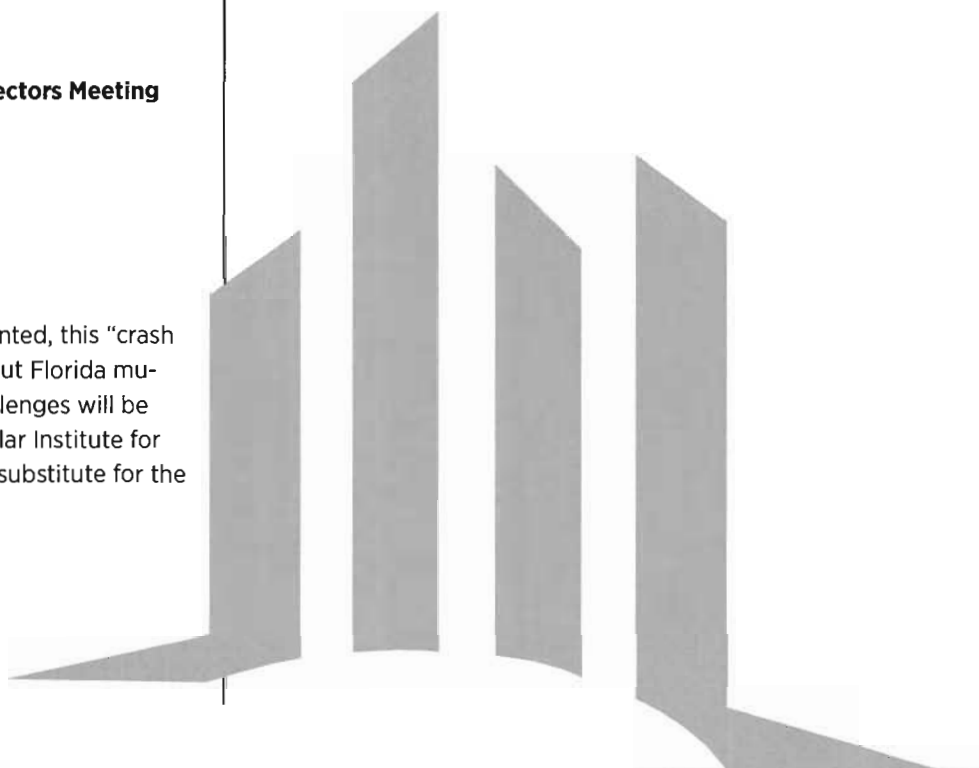
Governor Rick Scott declared an opioid epidemic on May 3, 2017, but for most Floridians, this crisis has hit close to home for several years. What do you need to know about the causes, the key decision-makers and the impact on your municipality? This safety concern also ties into this year's **Safe Cities, Safe Florida** initiative. Join FLC President Susan Haynie for this workshop, which will feature state experts and municipal officials talking about the epidemic and what every city can do, *and should do*, to help all citizens.

5:00 p.m. - 6:00 p.m.

Federal Action Strike Team Meeting

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in Municipal Marketplace



FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.

5K Fun Run

See page 9 for full details.

7:00 a.m. - 8:30 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

First-Time Attendees' Orientation

If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.

Workshops

9:15 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

OPENING GENERAL SESSION

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.

Sidewalk Café in Municipal Marketplace (Cash Sales)

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

Membership Networking Event

Evening Open



DAVID O. BROWN

A Dallas native, former **Chief David O. Brown** quit school during his senior year in college to become a Dallas police officer, with the goal of fighting the crack cocaine epidemic in his old neighborhood. Over his 33 years with the Dallas Police Department, Brown served as a patrolman, crime scene detective, SWAT team member and leader, internal affairs detective and assistant chief.

His career was marked by its share of tragedy, including the death of his brother due to drug-related violence, the murder of his partner and the death of his mentally ill adult son in a shootout with police that also left a police officer dead. But there was also triumph – including completing his bachelor's and master's degrees while being promoted to the highest ranks in the department, and working to reduce crime more than any other chief in the history of the department. Under his tenure, officer-involved shootings were reduced more than 40 percent and excessive-force complaints were reduced by 70 percent, their lowest points on record. Brown's efforts in community policing are nationally renowned. He is the longest-serving and most beloved Dallas police chief in modern times.

His leadership during and after the tragic events of July 7, 2016, calmed the City of Dallas and the nation. Brown's decision to use a robot to detonate C4 explosives to neutralize a suspect was a first in the history of American policing. And the chief's call to protestors to become part of the solution by applying to join the police department, earned him accolades from across the nation and around the world.

SATURDAY, AUGUST 19, 2017

7:30 a.m. - 8:30 a.m.

Various Local/Regional League Breakfast Meetings

Contact your local league for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

8:30 a.m. - 9:00 a.m.

Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.

Youth Council Program

See page 14 for details and registration information.

9:00 a.m. - 10:15 a.m.

Annual Business Meeting

10:30 a.m. - 12:15 p.m.

SECOND GENERAL SESSION

Featuring recognition of the Years of Service awards, a special presentation by NLC President **Matt Zone** and a keynote address by **Mac Stipanovich**.

12:30 p.m. - 2:15 p.m.

Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 5:00 p.m.

Workshops

6:00 p.m. - 10:00 p.m.

Childcare Provided

Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.

Inaugural Celebration - City Nights

We're throwing a party and everyone is invited, so bring your dancing shoes! This year's inaugural celebration will feature the sounds of **Tallahassee Nights Live**, a group that appeals to all styles and ages with their eclectic mix of jazz, R&B, soul, pop, rock, Latin and country. Enjoy a buffet dinner, some strolling entertainment and plan to dance the night away.

Schedule and speakers subject to change.



MATT ZONE

Cleveland City Councilman **Matt Zone** is recognized nationally, regionally and locally as a leader on environmental, arts and cultural issues. Currently, Zone serves as president of the National League of Cities.

Regionally, Zone is a past president of the Northeast Ohio City Council Association and also serves on the steering committee of the Regional Prosperity Initiative, which is working to create a "Smart Growth" plan for Northeast Ohio.

Locally, he continues to be a tireless advocate for alternative energy and green building, by evidence of the fact that his ward is home to the only EcoVillage in Ohio and one of the first in the country. The EcoVillage is complete with an LEED built school, theatre and certified regional transit station, highly energy-efficient homes that heat and cool for less than \$500 annually, and has a model stormwater demonstration project on a 25-acre city recreational facility.

Zone has been the driving force behind the development of the Gordon Square Arts District, which is composed of new housing and businesses, retail development, and the construction and renovation of three theaters. He also authored the City of Cleveland's "Percent for Arts" legislation, which requires all applicable capital improvement projects over \$300,000 to set aside 1.5 percent of the total budget to include artists in their design.

As chairman of Council's Safety Committee, Zone, who is in constant contact with the city's safety forces, is in the vanguard of the battle against neighborhood crime. He is also very involved in the City of Cleveland's consent decree with the U.S. Department of Justice and the federal monitor overseeing the Cleveland Police Department.



MAC STIPANOVICH

John "Mac" Stipanovich is an attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. He has extensive experience in the political arena and in the public

sector, including serving as Florida executive director for Reagan-Bush 1984, campaign director for Bob Martinez for Governor in 1986 and 1990, chief of staff to Martinez, senior advisor to Jeb Bush for Governor in 1994, and advisor to Secretary of State Katherine Harris during the 2000 presidential recount in Florida.

Additional Activities

Off-Site and Children's Activities

The Marriott provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. The Marriott also offers a wide range of children's activities that changes daily. For complete information, please contact the Marriott at (407) 239-4200 or visit their Web site at www.marriottworldcenter.com.

FLC 5K Fun Run

We will be holding our third **Florida League of Cities 5K Fun Run** on **Friday, August 18 at 6:30 a.m.** The run will take place on the grounds of the Marriott World Center's golf course and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, **but pre-registration is required** (see main registration form). All participants will receive a t-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a fun run and great company.

Saturday Night Childcare

Childcare services will be available on **Saturday, August 19, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR trained, and there is no cost to you.

Agenda

6:00 p.m. - 6:30 p.m.	Registration
6:30 p.m. - 7:30 p.m.	Dinner
7:30 p.m. - 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you must fill out the Childcare Registration Form on page 15, so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, mhowe@flcities.com, fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.

Conference Housing Information

The **World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is (407) 239-4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your **paid** registration.) FLC has secured the reduced rate of \$5.00 per day for self-parking, and \$14.00 per day for valet parking.

Located on 200 lush acres only minutes away from Orlando's main attractions, the Marriott features championship golf, award-winning cuisine and an exquisite spa. There are multiple restaurants and lounges, a lagoon pool and lots of activities for the family. Visit the hotel's website at www.marriottworldcenter.com for more details.

NOTE: The Marriott is a smoke-free property.

Directions

From Interstate 4: Exit 67 - hotel will be on the left.

From the Airport: Take south exit out of the airport to 417. Take 417 south to Exit 6, go straight at the light, cross 535 and the hotel will be on the right.

Room Reservations - IMPORTANT - PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via e-mail. (If you do not have an e-mail address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid**.

Please note that the reservation cut-off date at the Marriott is **July 26, 2017** and the rate is **\$177/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early.**



Conference Registration Information

Mail Registration

To register in advance, fill out the enclosed registration form, attach a check for the appropriate fee, and mail it to the League office by **Tuesday, August 1, 2017**. Your name badge and other information can be picked up at the conference registration desk.

Online Registration

Visit the League website, *floridaleagueofcities.com*, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Registration Fees

The registration fees for the 2017 annual conference are:

City/County/Government	\$525.00*
Guests	\$125.00
Guests (3-12 years)	\$15.00
Guests (13-18 years)	\$20.00
Corporate/Other	\$625.00*
Exhibit Hall Pass	\$20.00
Extra Luncheon Ticket	\$40.00
Extra Inaugural Celebration Ticket	\$50.00
Youth Council Program	\$75.00

***Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on-site.**

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Conference Registration Information (Continued)

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines/Cancellations

Advance registration forms must be received **on or before Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on-site at the conference registration desk.

Conference registration cancellations must be done in writing via email or fax to **mhowe@flcities.com or (850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Monday, August 1, 2017** will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Top Reasons to Attend the Florida League of Cities 91st Annual Conference in Orlando:

Meet with colleagues and friends from around the state and exchange ideas and solutions.

Learn from experts and share advice on how to strengthen your city's ability to prevent, neutralize and respond to threats.

Attend the Grants Expo to learn of grant opportunities for your municipality.

Discover innovative ways to expand services and save tax dollars.

Visit the Municipal Marketplace exhibits to get information to solve your city's problems.

Participate in adopting the League's legislative priority issues for the 2018 legislative session.

Bring value back to your municipality as your return home a reenergized, renewed, educated and informed official.

The Florida League of Cities Annual Conference!
BE THERE!

2017 FLC Annual Conference Registration Form

August 17-19, 2017 | World Center Marriott | Orlando

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, floridaleagueofcities.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: _____
First M.I. Last

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____
Note: If you will be paying with a credit card below, please use the billing address for that card.

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☐ No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	___ @	\$525.00*	\$ _____
Corporate	___ @	\$625.00*	\$ _____
Guest	___ @	\$125.00	\$ _____
Guest (13-18 years)	___ @	\$20.00	\$ _____
Guest (3-12 years)	___ @	\$15.00	\$ _____
Exhibit Hall Pass	___ @	\$20.00	\$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Wednesday, August 16			
Research Symposium	___ @	\$0.00	\$ _____
Thursday, August 17			
Ethics Session	___ @	\$0.00	\$ _____
Friday, August 18			
5K Fun Run	___ @	\$0.00	\$ _____
T-shirt size? _____			
Saturday, August 19			
Extra Luncheon Ticket	___ @	\$40.00	\$ _____
Extra Inaugural Celebration Ticket	___ @	\$50.00	\$ _____
Total			\$ _____

***NOTE: Registration fees will increase to \$555 for government and \$655 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2017**. **Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to **mhowe@flcities.com** or **(850) 222-3806** and received by 5:00 p.m., **August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

2017 Florida League of Cities Youth Council Program

Saturday, August 19, 2017 | 8:30 a.m. - 4:30 p.m.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with members of other Florida youth councils.

The registration fee for this program is **\$75** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations. **For more information, please contact Sharon Berrian at (850) 222-9684.**

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee: \$75.00 per person if received by Tuesday, August 1, 2017. The final deadline for registration is **Tuesday, August 1, 2017.**

Total Amount Enclosed: \$ _____

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

NOTE: If you wish to pay with a Visa or MasterCard, please complete this form and email it to mhowe@flcities.com and you will be contacted directly for your card information.

Youth council registration cancellation must be done in writing via email or fax to mhowe@flcities.com or (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds. Refunds will be issued after the conference.

Saturday Night Childcare Form

Saturday, August 19, 2017 | World Center Marriott | Orlando



Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone () _____
Address: _____ Cell Phone: _____
City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name: _____	Relationship: _____
Name: _____	Relationship: _____

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, hereby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
 2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
 3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
 4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
 5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
 6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.
- This will serve as my authorization to Sitter Solutions, Inc.

Signature

Relationship

For more information, call Sitter Solutions, Inc. at
813-900-0927

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Bill Harris
DEPARTMENT: City Commission
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: August 16 - August 20, 2017
PURPOSE: 2017 FLC Annual Conference

CHECK ONE

- ☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

Florida League of Cities IEMO June 1-4, 2017

ACCOUNT NO: 001-11-01-511-40-10

COST SUMMARY

Expense	Description	Estimate
Registration	FLC Annual Conference	\$ 525.00
Lodging (4 nights @ \$177.00)	World Center Marriott Orlando	\$ 708.00
Airfare	Expedia Estimate - plus checked baggage	\$ 210.00
Shuttle/Uber/Lyft	Estimate	\$ 50.00
Per Diem	M&IE	\$ 206.50
TOTAL EXPENSES		\$ 1,699.50

TOTAL ESTIMATED TRAVEL COST

\$ 1,699.50

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
Nicki Satterfield	<i>Nicki Satterfield</i>	7/10/17
City Manager (print)	Signature	Date
Robert Baldwin	<i>Robert Baldwin</i>	

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens	<i>TAS</i>	7/7/17

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Bill Harris

Description of Trip: 2017 FLC Annual Conference

Daily per diem rate enter FY 17 Per Diem Rate here): \$ 59.00

Destination: Orlando, Florida

First Date of Travel 16-Aug-17

Last Date of Travel 20-Aug-17

	Travel						Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date			16-Aug-17	17-Aug-17	18-Aug-17	19-Aug-17	20-Aug-17
Breakfast 15%				\$ 8.85	\$ -	\$ 8.85	
Lunch 35%				\$ 20.65	\$ 20.65	\$ -	
Dinner 50%				\$ 29.50	\$ 29.50	\$ -	
Total Daily total =			\$ 44.25	\$ 59.00	\$ 50.15	\$ 8.85	\$ 44.25

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 44.25

Total Per Diem Due to Traveler \$ 206.50

Meal Exclusions		
Date	Meal Provided	Amount
18-Aug-17	Breakfast	\$ 8.85
19-Aug-17	Lunch	\$ 20.65
19-Aug-17	Dinner	\$ 29.50

Orlando, Florida Per Diem Rates for 2017

Rates Apply To:

Orlando, Florida:
Orange County

Lodging Rate:

\$133.00

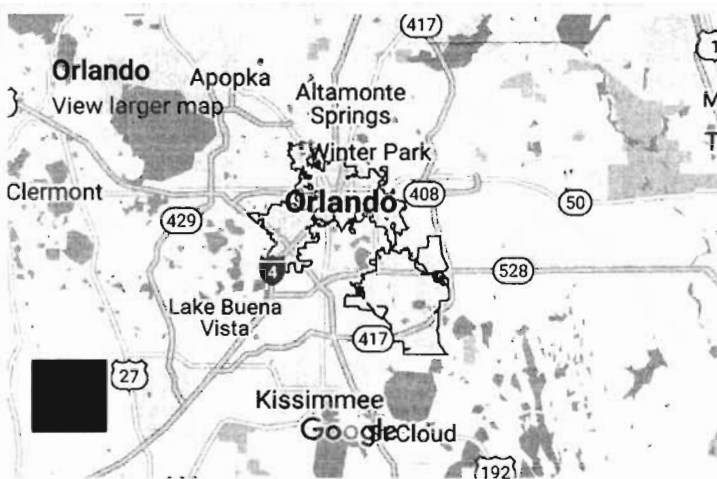
Meal Rate:

\$59.00

Orlando has a fixed per-diem rate set by the General Services Administration (GSA), which is used to reimburse overnight travel expenses within the area for Federal employees as well as employees of private companies which also use the GSA's per diem rates.

The **lodging per-diem rate** of **\$133.00** is intended to cover the costs of one night's lodging at a hotel in Orlando, based on the average daily rate in the local lodging industry. Many hotels and motels offer business travellers rooms at exactly the local per-diem rate.

The **meals & incidentals rate** (M&IE rate) of **\$59.00** is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the Orlando area. If you spend less than the \$59.00 per diem, you can generally keep the remainder.



Sign in

Map data ©2017 Google, INEGI

Book a hotel in Orlando

Month	Lodging Per Diem	Meals & Incidentals Per Diem
September, 2017	\$114.00	\$59.00
August, 2017	\$114.00	\$59.00
July, 2017	\$114.00	\$59.00
June, 2017	\$114.00	\$59.00
May, 2017	\$114.00	\$59.00
April, 2017	\$114.00	\$59.00
March, 2017	\$133.00	\$59.00
February, 2017	\$133.00	\$59.00
January, 2017	\$133.00	\$59.00

CURRENT RATE

CURRENT RATE

Travelling for the government is referred to as Temporary Duty, or TDY. A TDY trip for which per-diems are issued can last up to 180 consecutive days before it's considered Permanent Change of Station (PCS), and no longer eligible for per-diems.

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Tuesday, June 06, 2017 2:50 PM
To: Lottier, Christine
Cc: Harris, Bill; mhowe@flcities.com
Subject: FLC 2017 Annual Conference Registration Confirmation for Bill Harris (34710)

FLC 2017 Annual Conference

World Center Marriott
8701 World Center Dr.
Orlando, FL 32821

Dear Bill Harris,

Thank you for registering for the FLC 2017 Annual Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:

The Florida League of Cities 2017 Conference will be held August 17-19, 2017.

HOUSING INFORMATION: You may now contact the Marriott directly at (888) 789-3090 to make your reservations and be sure to mention **2017ACFLC** to receive our reduced rate of **\$177/night**. You can also make your [reservations online](#). Remember that the cut-off date for reservations is **July 26, 2017** and the block could sell out before then. Note that self-parking will be \$5/day and valet parking will be \$14/day.

NOTE: If you are an **FLC Board Member or Trustee**, please contact [Linda Bridges](#) with the specifics regarding your housing needs.

Registrant Information:

Registration Date	06/06/2017
Name	Bill Harris
Nickname	Bill Harris
Title	Vice Mayor
Affiliation	Dania Beach
E-mail	bharris@daniabeachfl.gov
First-Time Attendee?	Yes
Please list any specific dietary requirements (i.e. - vegetarian, Kosher, etc.):	none

Your Itinerary:

Extra Inaugural Celebration Ticket (1)	\$50.00
Registration - City, County or Agency (1)	\$525.00

Total	\$575.00
Payments	\$575.00
Balance	\$0.00

Payment Receipt:

Credit Card Reference Code	40133908886
Credit Card Authorization Code	075735
Date Processed	06/06/2017
Total Paid	\$575.00
Payment Type	VISA *****2569

This is an automated e-mail. Please do not reply to this message.

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Lottier, Christine

From: The Orlando World Center Marriott Team <groupcampaigns@pkghlrss.com>
Sent: Tuesday, June 06, 2017 3:42 PM
To: Lottier, Christine
Subject: The Orlando World Center Marriott Reservation Confirmation - Harris 32JX7WTG



**MARRIOTT
ORLANDO
WORLD CENTER**

Orlando World Center Marriott

8701 World Center Drive
Orlando, FL 32821 US
Phone: 407-239-4200 Fax: 407-238-8777



Reservation for Bill Harris

Online Confirmation Number: 32JX7WTG
Marriott Confirmation Number:
91573718
Check-in: Aug 16, 2017 (Check-in time:
4:00 PM)
Check-out: Aug 20, 2017 (Check-out time:
11:00 AM)

[Modify or Cancel reservation](#)



[View Hotel Website](#)



[Maps & Transportation](#)

Reservation Confirmation

Dear Bill Harris,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Orlando World Center Marriott

Planning Your Trip

- [Visit Orlando area](#)

Do You Need Transportation During Your Trip

Should you need transportation to the World Center from the Orlando International Airport and would like to pre arrange this to make your travel more enjoyable, we have a link below for either a private taxi/car service or for the Hotel Shuttle service.

To schedule your transportation or for additional information on transportation service, [click here](#)

Reservation Details

Confirmation number: 32JX7WTG

Your hotel: Orlando World Center Marriott

Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)

Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)

Room type: Standard Room

Number of rooms: 1

Guests per room: 1

Guest name: Bill Harris

Reservation confirmed: Jun 6, 2017

Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Aug 16, 2017 - Aug 20, 2017	177.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	708.00
Add-Ons: Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed. king	

Canceling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation [here](#) or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy.

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Paying by check? [Click here for more information.](#)

Order Confirmation

Florida League of Cities

Order Number 55750
Order Date 6/6/2017
Bill To Christine Lottier
Payment Method Visa *****2569
Name on Card Christine Lottier

Item	Quantity	Price	Total
FLC 2017 Annual Conference - Bill Harris When: 8/17/2017 - 8/19/2017 Where: World Center Marriott 8701 World Center Dr. Orlando, FL 32821 Registration option: Registration - City, County or Agency Program Items: Extra Inaugural Celebration Ticket	1	575.00	575.00
8/17/2017 8:00 AM			
8/19/2017 6:30 PM			
Item Total			575.00
Transaction			575.00
Grand Total			

A confirmation is being sent to: clottier@daniabeachfl.gov

Send another copy to:

Send

[Events](#)

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2017 FLC Annual Conference Registration Form

August 17-19, 2017 | World Center Marriott | Orlando

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, floridaleagueofcities.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: Bill Harris
First M.I. Last

First Name or Nickname: Bill Harris

As You Wish to Appear on Badge

Title: Vice Mayor Affiliation: City of Dania Beach, Florida

City, County, Government or Company

Mailing Address: 100 W. Dania Beach Blvd

Note: If you will be paying with a credit card below, please use the billing address for that card.

City: Dania Beach State: FL Zip: 33004

Phone Number: 954 924 6800 x3606 Fax Number: 954 921 2604

Email Address (for confirmations): clottier@daniabeachfl.gov

Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☒ Yes ☐ No

Contact Person: Chris Lottier

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____

As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____

As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____

As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	<u>1</u>	@ \$525.00*	\$ <u>525.00</u>
Corporate	___	@ \$625.00*	\$ _____
Guest	___	@ \$125.00	\$ _____
Guest (13-18 years)	___	@ \$20.00	\$ _____
Guest (3-12 years)	___	@ \$15.00	\$ _____
Exhibit Hall Pass	___	@ \$20.00	\$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Wednesday, August 16			
Research Symposium	___	@ \$0.00	\$ _____
Thursday, August 17			
Ethics Session	___	@ \$0.00	\$ _____
Friday, August 18			
5K Fun Run	___	@ \$0.00	\$ _____
T-shirt size? _____			
Saturday, August 19			
Extra Luncheon Ticket	___	@ \$40.00	\$ _____
Extra Inaugural Celebration Ticket	<u>1</u>	@ \$50.00	\$ <u>50.00</u>
Total			\$ 575.00

***NOTE: Registration fees will increase to \$555 for government and \$655 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2017**. **Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to mhowe@flcities.com or (850) 222-3806 and received by 5:00 p.m., **August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**



U.S. General Services Administration

FY 2017 Per Diem Rates for ZIP 32821

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the National Association of Counties (NACo) website (a non-federal website).

October 2016 - September 2017 within the zip code: 32821. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2016 Oct	Nov	Dec	2017 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)
Orlando	Orange	\$133	\$133	\$133	\$133	\$133	\$133	\$114	\$114	\$114	\$114	\$114	\$114	\$59

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.

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Review your trip

Wed, Aug 16

From Fort Lauderdale - Hollywood Intl. (FLL)
To Orlando Intl. (MCO)

United

6:25pm
FLL7:40pm
MCO

1h 15m, Nonstop

[Show flight and baggage fee details](#)

Sun, Aug 20

From Orlando Intl. (MCO)
To Fort Lauderdale - Hollywood Intl. (FLL)

United

9:40am
MCO11:00am
FLL

1h 20m, Nonstop

[Show flight and baggage fee details](#)[Change flights](#)

Select your fare

Note: Fare includes both inbound and outbound flights for all travelers.

Economy

Cabin: Coach

Bags

Seat Choice

Carry On Bag

[Show more](#)\$158.⁹⁶

Book

\$158.⁹⁶

Book

Economy Flexible

Cabin: Coach

Bags

Seat Choice

Carry On Bag

[Show more](#)\$479.⁹⁶

Upgrade

\$479.⁹⁶

Upgrade

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after first purchase

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You Pay Today	\$158.95
Card Statement Credit	-\$50.00
Total After Statement Credit	\$108.95

Roundtrip (1 traveler) [Edit search \(#\)](#)

Wed, Aug 16, 2017 [Revise \(#\)](#)
FLL - MCO (#) 6:25 pm - 7:40 pm

Sun, Aug 20, 2017 [Revise \(#\)](#)
MCO - FLL (#) 9:40 am - 11:00 am

Fare (#)	\$121.45
Taxes and fees (#)	\$37.50

TOTAL **\$158.95**

4 tickets left at this price

Trip summary

Wed, Aug 16, 2017

6:25 pm	7:40 pm	Nonstop
Fort Lauderdale, FL, US (FLL)	Orlando, FL, US (MCO)	1h 15m total (#)
UA 3067 Saab 340/340B Operated By Silver Airways		
Revise flight (#)		Details (#flight-details-1)

Sun, Aug 20, 2017

9:40 am	11:00 am	Nonstop
Orlando, FL, US (MCO)	Fort Lauderdale, FL, US (FLL)	1h 20m total (#)
UA 3053 Saab 340/340B Operated By Silver Airways		
Revise flight (#)		Details (#flight-details-2)

View fare rules and restrictions (<https://www.united.com/ual/en/us/flight-search/book-a-flight/fare-rules/fare-rulesdisplay/rev?CartId=9623D3AE-726C-4D24-9B3A-DBF3B7CD5611>)
Additional baggage charges may apply (<https://www.united.com/CMS/en-US/travel/Pages/CheckedBaggage.aspx>)

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Cancel for free within 24 hours
of booking (<https://www.united.com/web/en-US/apps/mileageplus/promotions/registrationDet.promoCode=A5753>)

Terms & conditions (#terms-condition-content)

Award miles shown are the miles that can be earned for this flight. Mileage accrued will vary depending on the terms and conditions of your frequent flyer program. United MileagePlus mileage accrual and other benefits of MileagePlus associated with air travel are subject to the rules of the MileagePlus program.

You will not earn PQD or award miles for the full amount of the displayed price for these itineraries because the U.S. Federal Transportation tax is not eligible to earn PQD or miles.

The award miles and Premier qualifying dollars displayed are calculated using the base fare and any applicable carrier-imposed surcharges for the itinerary. The initial calculation of MileagePlus earnings in the flight search results may be different than the final calculation shown on the Review Trip Itinerary page.

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Contract of carriage
(<https://www.united.com/web/en-US/content/contract.aspx>)

Our United Customer Commitment
(<https://www.united.com/web/en-US/content/customerfirst.aspx>)

Travel agents (jetsetter.com) **STAY CONNECTED**
Cargo (<http://www.unitedcargo.com/>)

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(<https://www.united.com/web/en-US/content/companyalliance-star.aspx>)
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[Home](#) > [Travel information](#) > [Baggage information](#) > **Checked baggage**

Checked baggage

We revised some of our checked baggage policies on February 17, 2017. For the latest checked baggage updates, please review all relevant baggage pages before you travel.

[Looking for Carry-on Baggage instead of checked baggage?](#)

Make sure to check your bag in time

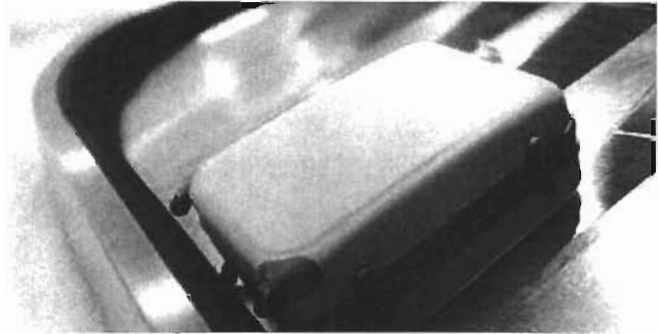
Go to the [Check-in and Airport Processing Times](#) page to see the cut-off time for checking baggage at your departure airport. Please keep in mind that we can't check your baggage if you do not meet these specified times.

Keep your claim check

You will receive a claim check (a type of receipt) for each checked bag. Please keep these claim checks until you collect all of your checked baggage at the end of your travel.

Review the baggage process for any connecting flights

United checks bags between the origin and destination stated on the ticket. See [Connecting Flights](#) information below.



Calculate your baggage service charges

Service charges apply whenever bags are checked, and are determined by the marketing carrier of your itinerary's first segment (the airline whose flight number is printed on your boarding pass for that flight). If you make a voluntary change to your itinerary and your new flight has a different marketing carrier, the baggage policies of the new marketing carrier will apply. If this carrier is not United or United Express®, the service charges may be different.

Site Feedback

Baggage calculator

Sign in to your [MileagePlus](#) account to determine checked baggage service charges for an existing reservation, or select the "Any flights" tab to calculate the service charges for any United itinerary.

My flight(s)

Any flights

From:

Fort Lauderdale, FL, US (FLL)

To:

Orlando, FL, US (MCO)

Depart Date:

mm/dd/yyyy

Cabin:

Economy

Status or memberships?

☐

Add marketing carrier or ticketing date



1st bag

\$25

2nd bag

\$35

Check Your First Bag for Free



Up to 62.0 linear inches (157cm) L + W + H and 50.0 lbs (23 kg) per bag
Baggage size and weight restrictions



Save up to \$100 per roundtrip. The primary Cardmember and one companion on the same reservation can check their first standard bag free on United-operated flights when purchasing tickets with their Explorer Card. Terms apply.

[Learn more](#)

☐ Additional and other bag fees

Baggage dimensions and weights

The maximum exterior dimension (length + width + height) of standard checked baggage is **62 inches (158 cm)**, including handles and wheels. The maximum weight for checked baggage is based on the class of service and on the traveler's MileagePlus Premier® status at the time of check-in. If you qualify for different allowances based on your class of service and your MileagePlus status, the larger of the two allowances will apply.

Class of service	Maximum weight per bag	MileagePlus status	Maximum weight per bag
United Economy®	50 lbs. (23 kg) 	Premier Silver	50 lbs. (23 kg) 
United Business®	70 lbs. (32 kg) 	Premier Gold	70 lbs. (32 kg) 
United First®		Premier Platinum	
United Polaris SM first class		Premier 1K®	
United Polaris business class		Star Alliance™ Gold (traveling in First, Business or United Polaris business class)	

Site Feedback

Other service charges will apply to additional checked bags or any bags that exceed these weights and dimensions. See Oversized, Overweight and Extra Baggage information below.

Checked baggage service charge exceptions

Oversized, overweight and extra baggage

Connecting flights

Tips and additional information

Helpful links

[Excess baggage limitations by destination](#)

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Baggage Delivery



Baggage subscription

MileagePlus rules: The accrual of miles and Premier® qualifying credits, redemption of awards and provision of benefits through the United MileagePlus program, including the Premier Program, are subject to change and are subject to the rules of the MileagePlus program.

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Uber Estimate



Uber Fare from Orlando World Center Marriott to Orlando International Airport

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- **uberX:** \$18-24
- **uberXL:** \$31-40
- **UberSELECT:** \$41-54
- **uberX + Car Seat:** \$26-32
- **uberXL + Car Seat:** \$39-48

An uberX car can pick you up in ~2 min.

Get **\$15** off this Uber ride with this [Uber promo code](#) in Orlando. It's a safe and convenient way to get started with Uber for free.

See the taxi fare rates for [Uber Orlando](#) here on the page. We have listed all the available cars with **Uber in Orlando**.

[Facebook](#) [Twitter](#) [Google+](#)

*Fares in Orlando may vary due to weather and traffic. Our estimates do not include any discounts or promotions

This Uber estimate between Orlando World Center Marriott and Orlando International Airport was created 5 May 2016. [Update the estimate](#) to see the real-time fare prices from Uber in Orlando.

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Hotels near your destination

Ramada Suites Orlando A...Score 7/10 - (\$110+) - [Book now](#)**Sheraton Suites Orlando...**Score 8/10 - (\$109+) - [Book now](#)**Embassy Suites Hotel Ori...**Score 8.9/10 - (\$135+) - [Book now](#)**Hampton Inn Orlando Air...**Score 6.7/10 - (\$122+) - [Book now](#)[Privacy Policy](#)

Lyft Estimate

[Where is Lyft Available](#) [Lyft Customer Service](#) [Lyft Phone Number](#)

Lyft estimate from Orlando World Center Marriott to Orlando International Airport

[AdChoices](#)

[Uber Rates](#)

[Uber Taxi Service](#)

[Airport Taxi Fare](#)

[Taxi Cab Prices](#)

- **Standard:** \$15-20
- **Plus:** \$29-34

The Lyft fare costs for a **Standard** car in [Lyft Orlando](#) is around \$15-20 for a trip on **18.98 mi** and approx. **24 mins** driving.

0 Facebook 0 Google+ Twitter

This Lyft estimate between Orlando World Center Marriott and Orlando International Airport was created 20 Feb 2016. [Update the estimate](#) to see the real-time fare prices from Lyft in Orlando.

* Fare rates in Orlando may vary due to traffic, toll/airport fees and weather.
This Lyft fare estimate does not include any promotions or discounts.

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Airport Car Service

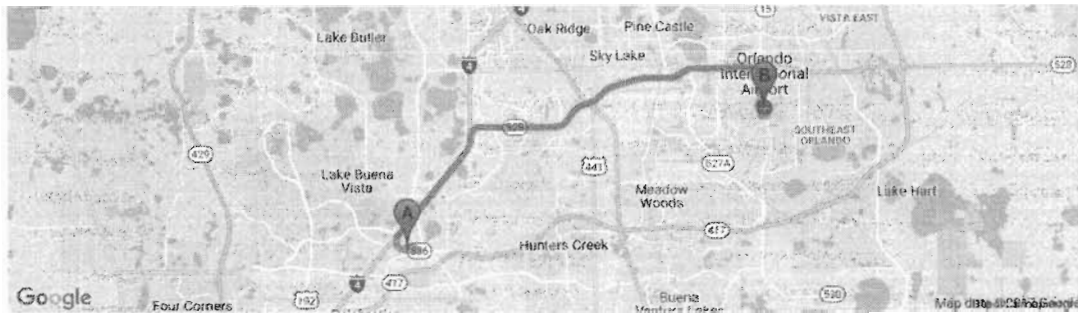
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Enjoy Exclusive Benefits

Universal Orlando On-site hotel! Guests Enjoy Early Park Admission! [universalorlando.com](#)

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Work When You Want & Be Your Own Boss! [lyft.com](#)



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Ramada Suites Orlan...

Score 7/10 - (\$110+) - [Book now](#)

Sheraton Suites Orlan...

Score 8/10 - (\$109+) - [Book now](#)

Embassy Suites Hotel...

Score 8.9/10 - (\$135+) - [Book now](#)

Hampton Inn Orlando...

Score 6.7/10 - (\$122+) - [Book now](#)

Book A Shuttle

Pricing Details



MARRIOTT
ORLANDO WORLD CENTER

	<u>Each Adult</u>	<u>Each Child *</u>	<u>Total Price</u>
Roundtrip	\$37.00	\$0.00	\$37.00
One-Way	\$23.00	\$0.00	\$23.00

Please ensure that all passengers are traveling on the same flight. For those traveling on separate flights, separate bookings must be made.

* Children (Ages 4-11)

[Continue](#)

Trip Summary

Pick-Up:

MCO - Orlando International Airport

[\(Default.aspx\)](#)

Drop-Off:

Marriott World Center

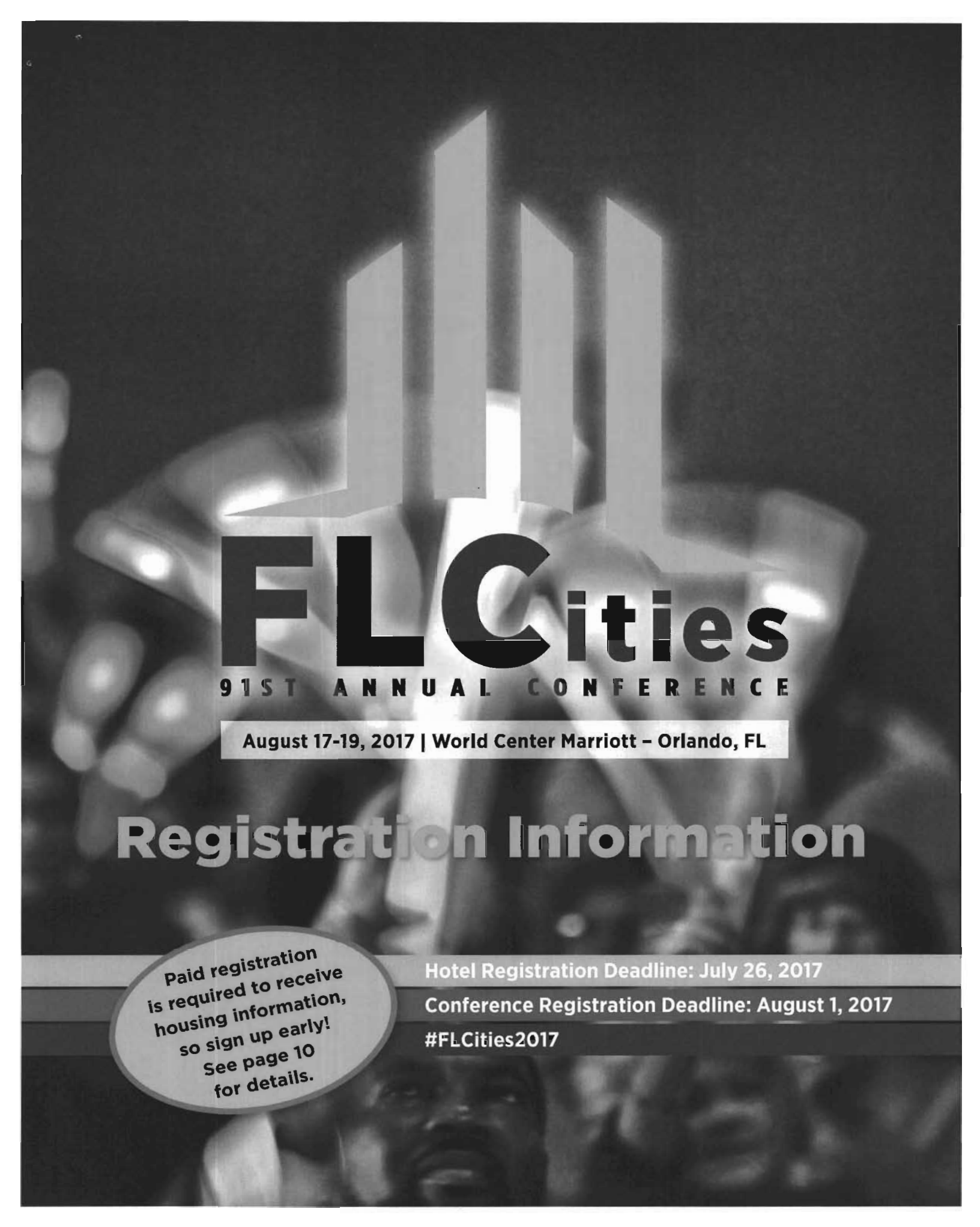
8701 World Center Dr, Orlando

[\(Default.aspx\)](#)

Date:

Wednesday, August 16, 2017

[\(Default.aspx\)](#)



FLCities

91ST ANNUAL CONFERENCE

August 17-19, 2017 | World Center Marriott – Orlando, FL

Registration Information

Paid registration
is required to receive
housing information,
so sign up early!
See page 10
for details.

Hotel Registration Deadline: July 26, 2017

Conference Registration Deadline: August 1, 2017

#FLCities2017

President's Invitation to the Florida League of Cities 91st Annual Conference



Dear Friends:

The **Florida League of Cities 91st Annual Conference** will be held August 17-19 at the Orlando World Center Marriott. My yearlong presidential initiative, **Safe Cities, Safe Florida**, has focused on developing training and resources to assist local leaders build safer communities. At the conference, a **Safe Cities, Safe Florida Toolkit** will be distributed that pulls together a variety of those resources to help officials better prepare for and deal with disasters, whether natural or manmade. Conference workshops will provide further ways to combat possible threats to your community, including a session on the opioid epidemic, and spotlight other issues affecting municipal operations and governance.

During a keynote address, former **Dallas Police Chief David Brown** will recap the day he lost several officers to an active shooter, how the city recovered and lessons learned from this tragedy.

The schedule includes other keynote presentations from **National League of Cities President Matt Zone**, councilman for the City of Cleveland, Ohio; and **John "Mac" Stipanovich**, a prominent Florida attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. Mac will be discussing the current political climate and the challenges it presents to cities, as seen in the recent legislative session.

Also, the League's legislative priorities for next year will be set at this conference. With the 2018 legislative session starting in January, the League's five legislative policy committees will be finalizing their legislative priority issues. At Saturday's business session, the League's membership will vote on the 2018 Legislative Action Agenda. Please join us as cities set the stage for the next legislative session.

We are very excited about this year's conference and hope you'll plan to attend. Knowledge is power, and nothing is more powerful than the united voice of Florida's 412 municipalities working together to make our cities the best in the nation. I look forward to seeing you in Orlando!



Sincerely,

Susan Haynie, FLC President
Mayor, City of Boca Raton

General Information

The 91st Annual Conference of the Florida League of Cities will be held August 17-19, 2017, at the World Center Marriott in Orlando.

Strengthening each city's ability to prevent, neutralize and respond to threats has been the goal of President Susan Haynie's **Safe Cities, Safe Florida** initiative. Whether responding to a hurricane, tornado, active shooter, sinkhole or wildfire, municipalities are on the front line of protecting their residents during a crisis.

The conference schedule will be filled with workshops and speakers to help you to address possible threats to your community. You'll hear from former **Dallas Police Chief David O. Brown**, who was at the helm when five of his officers were killed by a lone gunman in 2016. You'll also receive an in-depth look at the state's opioid epidemic, a crisis that is impacting cities large and small. You'll have the opportunity to dive deep into these and other issues to help prepare you for possible threats. Additional workshops will provide you with the tools to help your city navigate the current economic and political landscape.

Location/Dates

World Center Marriott - Orlando

Thursday, August 17 - Saturday, August 19

Registration Hours

Thursday, August 17:	7:30 a.m. - 7:00 p.m.
Friday, August 18:	7:00 a.m. - 5:00 p.m.
Saturday, August 19:	7:30 a.m. - 4:00 p.m.

Registration Fees

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines

Registration - Conference registration forms must be postmarked on or before **Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on site. **NOTE: Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on site**, so we encourage you to register in advance.

Hotel Reservations - The cut-off date for reservations at the Marriott is **July 26, 2017**. Reservations must be made via an FLC-provided security code only. No one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing via email to mhowe@flcities.com or via fax to **(850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel is given notification no later than **72 hours** prior to the scheduled arrival date.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies, Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Continuing Education Credit

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Twitter and Facebook



The League will be offering live updates via Twitter and Facebook during the conference. Follow the League at www.twitter.com/flcities or become a fan of the League on Facebook to participate. Use the hashtag **#FLCities2017**.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 17**.

Contact Information

For additional information, please contact Melanie Howe at mhowe@flcities.com; (850) 222-9684; fax: (850) 222-3806; or write to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- >> Additional Homestead Exemption Constitutional Amendment
- >> Deployment of Wireless Communications Infrastructure for 5G Technology
- >> Media Training
- >> Public Records Reform
- >> Safe Cities, Safe Florida Workshops
- >> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.

RESEARCH SYMPOSIUM

Medical Marijuana and Your City: Facts, Fiction and Moving Forward

In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.

Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of \$45.

2:00 p.m. - 5:00 p.m.

Florida League of Mayors Roundtable

Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Florida League of Mayors Nominating Committee Meeting

THURSDAY, AUGUST 17, 2017

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Are Your Hours Done?

Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: *You must be registered for the full conference to attend this session and pre-registration is required. See enclosed registration form.*

11:00 a.m. - 12:00 p.m.

Florida League of Mayors Business Meeting

For more information, contact Jill Walker at (850) 222-9684.

11:00 a.m. - 3:00 p.m.

Grants Expo

Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:00 p.m. - 1:00 p.m.

Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

- >> Finance, Taxation and Personnel
- >> Land Use and Economic Development
- >> Municipal Administration
- >> Transportation and Intergovernmental Relations
- >> Utilities, Natural Resources and Public Works

3:15 p.m. - 6:00 p.m.

The Opioid Epidemic: Your City's Role

Governor Rick Scott declared an opioid epidemic on May 3, 2017, but for most Floridians, this crisis has hit close to home for several years. What do you need to know about the causes, the key decision-makers and the impact on your municipality? This safety concern also ties into this year's **Safe Cities, Safe Florida** initiative. Join FLC President Susan Haynie for this workshop, which will feature state experts and municipal officials talking about the epidemic and what every city can do, *and should do*, to help all citizens.

5:00 p.m. - 6:00 p.m.

Federal Action Strike Team Meeting

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in Municipal Marketplace

FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.

5K Fun Run

See page 9 for full details.

7:00 a.m. - 8:30 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

First-Time Attendees' Orientation

If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.

Workshops

9:15 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

OPENING GENERAL SESSION

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.

Sidewalk Café in Municipal Marketplace (Cash Sales)

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

Membership Networking Event

Evening Open



DAVID O. BROWN

A Dallas native, former **Chief David O. Brown** quit school during his senior year in college to become a Dallas police officer, with the goal of fighting the crack cocaine epidemic in his old neighborhood. Over his 33 years with the Dallas Police Department, Brown served as a patrolman, crime scene detective, SWAT team member and leader, internal affairs detective and assistant chief.

His career was marked by its share of tragedy, including the death of his brother due to drug-related violence, the murder of his partner and the death of his mentally ill adult son in a shootout with police that also left a police officer dead. But there was also triumph – including completing his bachelor's and master's degrees while being promoted to the highest ranks in the department, and working to reduce crime more than any other chief in the history of the department. Under his tenure, officer-involved shootings were reduced more than 40 percent and excessive-force complaints were reduced by 70 percent, their lowest points on record. Brown's efforts in community policing are nationally renowned. He is the longest-serving and most beloved Dallas police chief in modern times.

His leadership during and after the tragic events of July 7, 2016, calmed the City of Dallas and the nation. Brown's decision to use a robot to detonate C4 explosives to neutralize a suspect was a first in the history of American policing. And the chief's call to protestors to become part of the solution by applying to join the police department, earned him accolades from across the nation and around the world.

SATURDAY, AUGUST 19, 2017

7:30 a.m. - 8:30 a.m.

Various Local/Regional League Breakfast Meetings

Contact your local league for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

8:30 a.m. - 9:00 a.m.

Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.

Youth Council Program

See page 14 for details and registration information.

9:00 a.m. - 10:15 a.m.

Annual Business Meeting

10:30 a.m. - 12:15 p.m.

SECOND GENERAL SESSION

Featuring recognition of the Years of Service awards, a special presentation by NLC President **Matt Zone** and a keynote address by **Mac Stipanovich**.

12:30 p.m. - 2:15 p.m.

Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 5:00 p.m.

Workshops

6:00 p.m. - 10:00 p.m.

Childcare Provided

Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.

Inaugural Celebration - City Nights

We're throwing a party and everyone is invited, so bring your dancing shoes! This year's inaugural celebration will feature the sounds of **Tallahassee Nights Live**, a group that appeals to all styles and ages with their eclectic mix of jazz, R&B, soul, pop, rock, Latin and country. Enjoy a buffet dinner, some strolling entertainment and plan to dance the night away.

Schedule and speakers subject to change.



MATT ZONE

Cleveland City Councilman **Matt Zone** is recognized nationally, regionally and locally as a leader on environmental, arts and cultural issues. Currently, Zone serves as president of the National League of Cities.

Regionally, Zone is a past president of the Northeast Ohio City Council Association and also serves on the steering committee of the Regional Prosperity Initiative, which is working to create a "Smart Growth" plan for Northeast Ohio.

Locally, he continues to be a tireless advocate for alternative energy and green building, by evidence of the fact that his ward is home to the only EcoVillage in Ohio and one of the first in the country. The EcoVillage is complete with an LEED built school, theatre and certified regional transit station, highly energy-efficient homes that heat and cool for less than \$500 annually, and has a model stormwater demonstration project on a 25-acre city recreational facility.

Zone has been the driving force behind the development of the Gordon Square Arts District, which is composed of new housing and businesses, retail development, and the construction and renovation of three theaters. He also authored the City of Cleveland's "Percent for Arts" legislation, which requires all applicable capital improvement projects over \$300,000 to set aside 1.5 percent of the total budget to include artists in their design.

As chairman of Council's Safety Committee, Zone, who is in constant contact with the city's safety forces, is in the vanguard of the battle against neighborhood crime. He is also very involved in the City of Cleveland's consent decree with the U.S. Department of Justice and the federal monitor overseeing the Cleveland Police Department.



MAC STIPANOVICH

John "Mac" Stipanovich is an attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. He has extensive experience in the political arena and in the public

sector, including serving as Florida executive director for Reagan-Bush 1984, campaign director for Bob Martinez for Governor in 1986 and 1990, chief of staff to Martinez, senior advisor to Jeb Bush for Governor in 1994, and advisor to Secretary of State Katherine Harris during the 2000 presidential recount in Florida.

Additional Activities

Off-Site and Children's Activities

The Marriott provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. The Marriott also offers a wide range of children's activities that changes daily. For complete information, please contact the Marriott at (407) 239-4200 or visit their Web site at www.marriottworldcenter.com.

FLC 5K Fun Run

We will be holding our third **Florida League of Cities 5K Fun Run** on **Friday, August 18 at 6:30 a.m.** The run will take place on the grounds of the Marriott World Center's golf course and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, **but pre-registration is required** (see main registration form). All participants will receive a t-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a fun run and great company.

Saturday Night Childcare

Childcare services will be available on **Saturday, August 19, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR trained, and there is no cost to you.

Agenda

6:00 p.m. - 6:30 p.m.	Registration
6:30 p.m. - 7:30 p.m.	Dinner
7:30 p.m. - 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you must fill out the Childcare Registration Form on page 15, so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, mhowe@flcities.com, fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.

Conference Housing Information

The **World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is (407) 239-4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your **paid** registration.) FLC has secured the reduced rate of \$5.00 per day for self-parking, and \$14.00 per day for valet parking.

Located on 200 lush acres only minutes away from Orlando's main attractions, the Marriott features championship golf, award-winning cuisine and an exquisite spa. There are multiple restaurants and lounges, a lagoon pool and lots of activities for the family. Visit the hotel's website at www.marriottworldcenter.com for more details.

NOTE: The Marriott is a smoke-free property.

Directions

From Interstate 4: Exit 67 - hotel will be on the left.

From the Airport: Take south exit out of the airport to 417. Take 417 south to Exit 6, go straight at the light, cross 535 and the hotel will be on the right.

Room Reservations - IMPORTANT - PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via e-mail. (If you do not have an e-mail address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid**.

Please note that the reservation cut-off date at the Marriott is **July 26, 2017** and the rate is **\$177/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early.**



Conference Registration Information

Mail Registration

To register in advance, fill out the enclosed registration form, attach a check for the appropriate fee, and mail it to the League office by **Tuesday, August 1, 2017**. Your name badge and other information can be picked up at the conference registration desk.

Online Registration

Visit the League website, floridaleagueofcities.com, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Registration Fees

The registration fees for the 2017 annual conference are:

City/County/Government	\$525.00*
Guests	\$125.00
Guests (3-12 years)	\$15.00
Guests (13-18 years)	\$20.00
Corporate/Other	\$625.00*
Exhibit Hall Pass	\$20.00
Extra Luncheon Ticket	\$40.00
Extra Inaugural Celebration Ticket	\$50.00
Youth Council Program	\$75.00

***Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on-site.**

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Conference Registration Information (Continued)

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines/Cancellations

Advance registration forms must be received **on or before Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on-site at the conference registration desk.

Conference registration cancellations must be done in writing via email or fax to **mhowe@flclties.com** or **(850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Monday, August 1, 2017** will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Top Reasons to Attend the Florida League of Cities 91st Annual Conference in Orlando:

Meet with colleagues and friends from around the state and exchange ideas and solutions.

Learn from experts and share advice on how to strengthen your city's ability to prevent, neutralize and respond to threats.

Attend the Grants Expo to learn of grant opportunities for your municipality.

Discover innovative ways to expand services and save tax dollars.

Visit the Municipal Marketplace exhibits to get information to solve your city's problems.

Participate in adopting the League's legislative priority issues for the 2018 legislative session.

Bring value back to your municipality as your return home a reenergized, renewed, educated and informed official.

The Florida League of Cities Annual Conference!
BE THERE!

2017 Florida League of Cities Youth Council Program

Saturday, August 19, 2017 | 8:30 a.m. - 4:30 p.m.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with members of other Florida youth councils.

The registration fee for this program is **\$75** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations. **For more information, please contact Sharon Berrian at (850) 222-9684.**

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee: \$75.00 per person if received by Tuesday, August 1, 2017. The final deadline for registration is **Tuesday, August 1, 2017.**

Total Amount Enclosed: \$ _____

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

NOTE: If you wish to pay with a Visa or MasterCard, please complete this form and email it to mhowe@flcities.com and you will be contacted directly for your card information.

Youth council registration cancellation must be done in writing via email or fax to mhowe@flcities.com or (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds. Refunds will be issued after the conference.

Saturday Night Childcare Form

Saturday, August 19, 2017 | World Center Marriott | Orlando



Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone () _____
Address: _____ Cell Phone: _____
City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name: _____	Relationship: _____
Name: _____	Relationship: _____

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, hereby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.

This will serve as my authorization to Sitter Solutions, Inc.

Signature

Relationship

For more information, call Sitter Solutions, Inc. at
813-900-0927

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Tamara James
DEPARTMENT: City Commission
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: August 16 - August 20, 2017
PURPOSE: 2017 FLC Annual Conference

CHECK ONE
☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

2017 FLC Legislative Action Days March 22-23, 2017
 Florida League of Cities IEMO June 1-4, 2017

ACCOUNT NO: 001-11-01-511-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration	FLC Annual Conference	\$ 525.00
Lodging (4 nights @ \$177.00)	World Center Marriott Orlando	\$ 708.00
Airfare	Expedia Estimate - plus checked baggage	\$ 210.00
Shuttle/Uber/Lyft	Estimate	\$ 50.00
Per Diem	M&IE	\$ 206.50
TOTAL EXPENSES		\$ 1,699.50

TOTAL ESTIMATED TRAVEL COST \$ 1,699.50

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.

Traveler (print)	Signature	Date
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
Nicki Satterfield	<i>Nicki Satterfield</i>	7/10/17
City Manager (print)	Signature	Date
Robert Baldwin	<i>Robert Baldwin</i>	

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens	<i>Tania Stevens</i>	7/7/17

**City of Dania Beach
Travel Per Diem Calculator**

Traveler Name: Tamara James

Description of Trip: 2017 FLC Annual Conference

Daily per diem rate enter FY 17 Per Diem Rate here): \$ 59.00

Destination: Orlando, Florida

First Date of Travel 16-Aug-17

Last Date of Travel 20-Aug-17

	Travel						Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date			16-Aug-17	17-Aug-17	18-Aug-17	19-Aug-17	20-Aug-17
Breakfast 15%				\$ 8.85	\$ -	\$ 8.85	
Lunch 35%				\$ 20.65	\$ 20.65	\$ -	
Dinner 50%				\$ 29.50	\$ 29.50	\$ -	
Total Daily total =			\$ 44.25	\$ 59.00	\$ 50.15	\$ 8.85	\$ 44.25

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 44.25

Total Per Diem Due to Traveler \$ 206.50

Meal Exclusions		
Date	Meal Provided	Amount
18-Aug-17	Breakfast	\$ 8.85
19-Aug-17	Lunch	\$ 20.65
19-Aug-17	Dinner	\$ 29.50

Orlando, Florida Per Diem Rates for 2017

Rates Apply To:

Orlando, Florida:
Orange County

Lodging Rate:

\$133.00

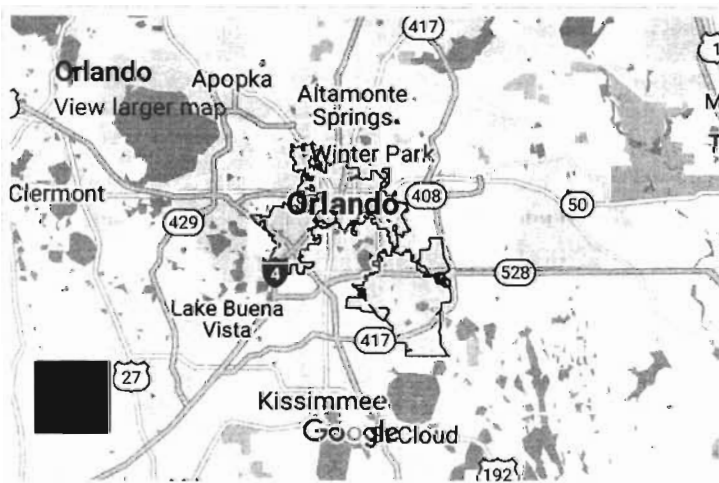
Meal Rate:

\$59.00

Orlando has a fixed per-diem rate set by the General Services Administration (GSA), which is used to reimburse overnight travel expenses within the area for Federal employees as well as employees of private companies which also use the GSA's per diem rates.

The **lodging per-diem rate** of **\$133.00** is intended to cover the costs of one night's lodging at a hotel in Orlando, based on the average daily rate in the local lodging industry. Many hotels and motels offer business travellers rooms at exactly the local per-diem rate.

The **meals & incidentals rate** (M&IE rate) of **\$59.00** is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the Orlando area. If you spend less than the \$59.00 per diem, you can generally keep the remainder.



[Sign in](#)

Map data ©2017 Google, INEGI

[Book a hotel in Orlando](#)

Month	Lodging Per Diem	Meals & Incidentals Per Diem
September, 2017	\$114.00	\$59.00
August, 2017	\$114.00	\$59.00
July, 2017	\$114.00	\$59.00
June, 2017	\$114.00	\$59.00
May, 2017	\$114.00	\$59.00
April, 2017	\$114.00	\$59.00
March, 2017	\$133.00	\$59.00
February, 2017	\$133.00	\$59.00
January, 2017	\$133.00	\$59.00

Travelling for the government is referred to as Temporary Duty, or TDY. A TDY trip for which per-diems are issued can last up to 180 consecutive days before it's considered Permanent Change of Station (PCS), and no longer eligible for per-diems.

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Tuesday, June 06, 2017 3:00 PM
To: Lottier, Christine
Cc: James, Tamara; mhowe@flcities.com
Subject: FLC 2017 Annual Conference Registration Confirmation for Tamara James (34711)

FLC 2017 Annual Conference

World Center Marriott
8701 World Center Dr.
Orlando, FL 32821

Dear Tamara James,

Thank you for registering for the FLC 2017 Annual Conference. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager
(850) 222-9684
mhowe@flcities.com

Notes:

The Florida League of Cities 2017 Conference will be held August 17-19, 2017.

HOUSING INFORMATION: You may now contact the Marriott directly at (888) 789-3090 to make your reservations and be sure to mention **2017ACFLC** to receive our reduced rate of **\$177/night**. You can also make your [reservations online](#). Remember that the cut-off date for reservations is **July 26, 2017** and the block could sell out before then. Note that self-parking will be \$5/day and valet parking will be \$14/day.

NOTE: If you are an **FLC Board Member or Trustee**, please contact [Linda Bridges](#) with the specifics regarding your housing needs.

Registrant Information:

Registration Date	06/06/2017
Name	Tamara James
Nickname	Tamara
Title	Mayor
Affiliation	Dania Beach
E-mail	tamarajames@daniabeachfl.gov
First-Time Attendee?	Yes
Please list any specific dietary requirements (i.e. - vegetarian, Kosher, etc.):	none

Your Itinerary:

Continuing Education in Ethics (1)	\$0.00
Registration - City, County or Agency (1)	\$525.00

Total	\$525.00
Payments	\$525.00
Balance	\$0.00

Payment Receipt:

Credit Card Reference Code	40133930186
Credit Card Authorization Code	090979
Date Processed	06/06/2017
Total Paid	\$525.00
Payment Type	VISA *****2569

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Thank you for your payment. This web page is your receipt - please print a copy for your records.

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Paying by check? [Click here for more information.](#)

Order Confirmation

Florida League of Cities

Order Number 55759
Order Date 8/6/2017
Bill To Christine Lottier
Payment Method Visa *****2569
Name on Card Christine Lottier

Item	Quantity	Price	Total
FLC 2017 Annual Conference - Tamara James When: 8/17/2017 - 8/19/2017 Where: World Center Marriott 8701 World Center Dr. Orlando, FL 32821 Registration option: Registration - City, County or Agency Program Items: Continuing Education in Ethics	1	525.00	525.00
8/17/2017 8:00 AM			
8/17/2017 8:00 AM			
Item Total			525.00
Transaction			525.00
Grand Total			

A confirmation is being sent to: clottier@daniabeachfl.gov
Send another copy to:

[Events](#)

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2017 FLC Annual Conference Registration Form

August 17-19, 2017 | World Center Marriott | Orlando

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, floridaleagueofcities.com, to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: Tamara | James
First M.I. Last

First Name or Nickname: Tamara James

As You Wish to Appear on Badge

Title: Mayor Affiliation: City of Dania Beach
City, County, Government or Company

Mailing Address: 100 West Dania Beach Blvd.

Note: If you will be paying with a credit card below, please use the billing address for that card.

City: Dania Beach State: FL Zip: 33004

Phone Number: 954-924-6800 X3606 Fax Number: 954-921-2604

Email Address (for confirmations): clottier@danibeachfl.gov

Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☒ Yes ☐ No Contact Person: Chris Lottier

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES

NO. FEE TOTAL FEE

City/County/Government 1 @ \$525.00* \$ 525.00

Corporate _____ @ \$625.00* \$ _____

Guest _____ @ \$125.00 \$ _____

Guest (13-18 years) _____ @ \$20.00 \$ _____

Guest (3-12 years) _____ @ \$15.00 \$ _____

Exhibit Hall Pass _____ @ \$20.00 \$ _____

OPTIONAL ACTIVITIES

NO. FEE TOTAL FEE

Wednesday, August 16

Research Symposium _____ @ \$0.00 \$ _____

Thursday, August 17

Ethics Session 1 @ \$0.00 \$ _____

Friday, August 18

5K Fun Run _____ @ \$0.00 \$ _____

T-shirt size? _____

Saturday, August 19

Extra Luncheon Ticket _____ @ \$40.00 \$ _____

Extra Inaugural

Celebration Ticket _____ @ \$50.00 \$ _____

Total \$ 525.00

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2017**.

Remember: You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to mhowe@flcities.com or (850) 222-3806 and received by 5:00 p.m., **August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

***NOTE: Registration fees will increase to \$555 for government and \$655 for corporate for all registrations done onsite.**

Lottier, Christine

From: The Orlando World Center Marriott Team <groupcampaigns@pkghlrss.com>
Sent: Tuesday, June 06, 2017 3:40 PM
To: Lottier, Christine
Subject: The Orlando World Center Marriott Reservation Confirmation - James 32JX7Z7J



**MARRIOTT
ORLANDO
WORLD CENTER**

Orlando World Center Marriott

8701 World Center Drive
Orlando, FL 32821 US
Phone: 407-239-4200 Fax: 407-238-8777



Reservation for Tamara James

Online Confirmation Number: 32JX7Z7J
Marriott Confirmation Number:
91571246
Check-in: Aug 16, 2017 (Check-in time:
4:00 PM)
Check-out: Aug 20, 2017 (Check-out time:
11:00 AM)

[Modify or Cancel reservation](#)



[View Hotel Website](#)



[Maps & Transportation](#)

Reservation Confirmation

Dear Tamara James,

We are pleased to confirm your reservation with Marriott. Below is a summary of your booking and room information. We look forward to making your stay gratifying and memorable. When you're traveling away from home you can always count on Marriott.

Orlando World Center Marriott

Planning Your Trip

- [Visit Orlando area](#)

Do You Need Transportation During Your Trip

Should you need transportation to the World Center from the Orlando International Airport and would like to pre arrange this to make your travel more enjoyable, we have a link below for either a private taxi/car service or for the Hotel Shuttle service.

To schedule your transportation or for additional information on transportation service, [click here](#)

Reservation Details

Confirmation number: 32JX7Z7J

Your hotel: Orlando World Center Marriott

Check-in: Aug 16, 2017 (Check-in time: 4:00 PM)

Check-out: Aug 20, 2017 (Check-out time: 11:00 AM)

Room type: Standard Room

Number of rooms: 1

Guests per room: 1

Guest name: Tamara James

Reservation confirmed: Jun 6, 2017

Guarantee method: Credit Card

Summary of Room Charges	Cost per night per room
Aug 16, 2017 - Aug 20, 2017	177.00
Estimated taxes and fees	Room Rates shown do not include 12.50% Hotel Room Tax (subject to change). Total room charges will include all room fees and taxes.
Total for stay (for all rooms) not including applicable taxes/fees	708.00
Add-Ons: Orlando World Center Marriott will make every effort to accommodate the below requests, however they are not guaranteed. king	

Canceling your Reservation

Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

You may modify or cancel your reservation [here](#) or call 1-888-789-3090 in the US and Canada. Elsewhere, call 1-407-238-8618. Contact us if you have any questions about your reservation.

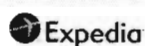
Travel Alerts

Please Note: All Marriott hotels in the USA and Canada, are committed to a smoke-free policy.

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Review your trip

Wed, Aug 16

From
To Fort Lauderdale - Hollywood Intl. (FLL)
Orlando Intl. (MCO)

United

6:25pm
FLL7:40pm
MCO

1h 15m, Nonstop

[Show flight and baggage fee details ▾](#)

Sun, Aug 20

From
To Orlando Intl. (MCO)
Fort Lauderdale - Hollywood Intl. (FLL)

United

9:40am
MCO11:00am
FLL

1h 20m, Nonstop

[Show flight and baggage fee details ▾](#)[◀ Change flights](#)

Select your fare

Note: Fare includes both inbound and outbound flights for all travelers.

Economy

Cabin: Coach

1 Bags

✓ Seat Choice

✓ Carry On Bag

[Show more ▾](#)\$158.⁹⁶

Book

\$158.⁹⁶

Book

Economy Flexible

Cabin: Coach

1 Bags

✓ Seat Choice

✓ Carry On Bag

[Show more ▾](#)\$479.⁹⁶

Upgrade

\$479.⁹⁶

Upgrade

Trip Summary

Traveler 1: Adult *
Booking Fee\$158.96
\$9.69Trip Total: **\$158.⁹⁶**

Get price alerts

Price Guarantee

Rates are quoted in US dollars

Important Flight Information

- Tickets are **non-refundable** 24 hours after booking and **non transferable**. Name changes are not allowed.

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United States | English (javascript:?)

MileagePlus: Sign in or join
(<https://www.united.com/web/en-US/apps/account/account.aspx>)

Review trip itinerary



Earn 50,000 Bonus Miles
Plus \$50 statement credit
after first purchase

[Learn more](#)

You Pay Today	\$158.95
Card Statement Credit	-\$50.00
Total After Statement Credit	\$108.95

Roundtrip (1 traveler) [Edit search \(#\)](#)

Wed, Aug 16, 2017 [Revise \(#\)](#)
FLL - MCO (#) 6:25 pm - 7:40 pm

Sun, Aug 20, 2017 [Revise \(#\)](#)
MCO - FLL (#) 9:40 am - 11:00 am

Fare (#)	\$121.45
Taxes and fees (#)	\$37.50

TOTAL \$158.95

4 tickets left at this price

Trip summary

Wed, Aug 16, 2017

6:25 pm Fort Lauderdale, FL, US (FLL)	7:40 pm Orlando, FL, US (MCO)	Nonstop 1h 15m total (#)
UA 3067 Saab 340/340B Operated By Silver Airways		
Revise flight (#)		Details (#flight-details-1)

Sun, Aug 20, 2017

9:40 am Orlando, FL, US (MCO)	11:00 am Fort Lauderdale, FL, US (FLL)	Nonstop 1h 20m total (#)
UA 3053 Saab 340/340B Operated By Silver Airways		
Revise flight (#)		Details (#flight-details-2)

View fare rules and restrictions (<https://www.united.com/ual/en/us/flight-search/book-a-flight/farerule/fareruledisplay/rev?CartId=9623D3AE-726C-4D24-9B3A-DBCF3B7CD5611>)
Additional baggage charges may apply (<https://www.united.com/CMS/en-US/travel/Pages/CheckedBaggage.aspx>)

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Book without worry
Cancel for free within 24 hours
of booking (<https://www.united.com/web/en-US/apps/mileageplus/promotions/registrationDet.promoCode=A5753>)

Terms & conditions (#terms-condition-content)

Award miles shown are the miles that can be earned for this flight. Mileage accrued will vary depending on the terms and conditions of your frequent flyer program. United MileagePlus mileage accrual and other benefits of MileagePlus associated with air travel are subject to the rules of the MileagePlus program.

You will not earn PQD or award miles for the full amount of the displayed price for these itineraries because the U.S. Federal Transportation tax is not eligible to earn PQD or miles.

The award miles and Premier qualifying dollars displayed are calculated using the base fare and any applicable carrier-imposed surcharges for the itinerary. The initial calculation of MileagePlus earnings in the flight search results may be different than the final calculation shown on the Review Trip Itinerary page.

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(<https://www.united.com/web/en-US/content/customerfirst.aspx>)

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[Home](#) > [Travel information](#) > [Baggage information](#) > **Checked baggage**

Checked baggage

We revised some of our checked baggage policies on February 17, 2017. For the latest checked baggage updates, please review all relevant baggage pages before you travel.

[Looking for Carry-on Baggage instead of checked baggage?](#)

Make sure to check your bag in time

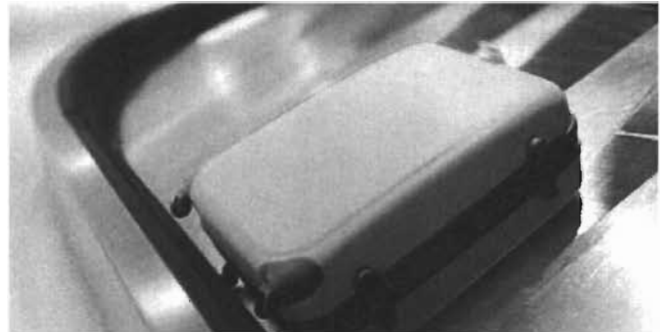
Go to the [Check-in and Airport Processing Times](#) page to see the cut-off time for checking baggage at your departure airport. Please keep in mind that we can't check your baggage if you do not meet these specified times.

Keep your claim check

You will receive a claim check (a type of receipt) for each checked bag. Please keep these claim checks until you collect all of your checked baggage at the end of your travel.

Review the baggage process for any connecting flights

United checks bags between the origin and destination stated on the ticket. See [Connecting Flights](#) information below.



Calculate your baggage service charges

Service charges apply whenever bags are checked, and are determined by the marketing carrier of your itinerary's first segment (the airline whose flight number is printed on your boarding pass for that flight). If you make a voluntary change to your itinerary and your new flight has a different marketing carrier, the baggage policies of the new marketing carrier will apply. If this carrier is not United or United Express®, the service charges may be different.

Site Feedback

Baggage calculator

Sign in to your [MileagePlus](#) account to determine checked baggage service charges for an existing reservation, or select the "Any flights" tab to calculate the service charges for any United itinerary.

My flight(s)

Any flights

From:

Fort Lauderdale, FL, US (FLL)

To:

Orlando, FL, US (MCO)

Depart Date:

mm/dd/yyyy



Cabin:

Economy



Status or memberships?



☐ Add marketing carrier or ticketing date



1st bag
\$25

2nd bag
\$35

Check Your First Bag for Free



Up to 62.0 linear inches (157cm) L + W + H and 50.0 lbs (23 kg) per bag
Baggage size and weight restrictions



Save up to \$100 per roundtrip. The primary Cardmember and one companion on the same reservation can check their first standard bag free on United-operated flights when purchasing tickets with their Explorer Card. Terms apply.

[Learn more](#)

☐ Additional and other bag fees

Baggage dimensions and weights

The maximum exterior dimension (length + width + height) of standard checked baggage is **62 inches (158 cm)**, including handles and wheels. The maximum weight for checked baggage is based on the class of service and on the traveler's MileagePlus Premier® status at the time of check-in. If you qualify for different allowances based on your class of service and your MileagePlus status, the larger of the two allowances will apply.

Class of service	Maximum weight per bag	MileagePlus status	Maximum weight per bag
United Economy®	50 lbs. (23 kg) 	Premier Silver	50 lbs. (23 kg) 
United Business®	70 lbs. (32 kg) 	Premier Gold	70 lbs. (32 kg) 
United First®		Premier Platinum	
United Polaris SM first class		Premier 1K®	
United Polaris business class		Star Alliance™ Gold (traveling in First, Business or United Polaris business class)	

Site Feedback

Other service charges will apply to additional checked bags or any bags that exceed these weights and dimensions. See Oversized, Overweight and Extra Baggage information below.

Checked baggage service charge exceptions

Oversized, overweight and extra baggage

Connecting flights

Tips and additional information

Helpful links

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[Wheelchair information](#)

[Damaged, delayed or lost baggage](#)



Baggage Delivery



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Uber Estimate



Uber Fare from Orlando World Center Marriott to Orlando International Airport

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- **uberX:** \$18-24
- **uberXL:** \$31-40
- **UberSELECT:** \$41-54
- **uberX + Car Seat:** \$26-32
- **uberXL + Car Seat:** \$39-48

An uberX car can pick you up in ~2 min.

Get **\$15** off this Uber ride with this [Uber promo code](#) in Orlando. It's a safe and convenient way to get started with Uber for free.

See the taxi fare rates for [Uber Orlando](#) here on the page. We have listed all the available cars with **Uber in Orlando**.

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* Fares in Orlando may vary due to weather and traffic. Our estimates do not include any discounts or promotions.

This Uber estimate between Orlando World Center Marriott and Orlando International Airport was created 5 May 2016. [Update the estimate](#) to see the real-time fare prices from Uber in Orlando.

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Hotels near your destination

Ramada Suites Orlando A...

Score 7/10 - (\$110+) - [Book now](#)

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Score 8/10 - (\$109+) - [Book now](#)

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Score 8.9/10 - (\$135+) - [Book now](#)

Hampton Inn Orlando Air...

Score 6.7/10 - (\$122+) - [Book now](#)

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Lyft Estimate

[Where is Lyft Available](#)
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Lyft estimate from Orlando World Center Marriott to Orlando International Airport

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[Uber Rates](#)
[Uber Taxi Service](#)
[Airport Taxi Fare](#)
[Taxi Cab Prices](#)

- **Standard:** \$15-20
- **Plus:** \$29-34

The Lyft fare costs for a **Standard car** in [Lyft Orlando](#) is around \$15-20 for a trip on **18.98 mi** and approx. **24 mins** driving.

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This Lyft estimate between Orlando World Center Marriott and Orlando International Airport was created 20 Feb 2016. [Update the estimate](#) to see the real-time fare prices from Lyft in Orlando.

* Fare rates in Orlando may vary due to traffic, toll/airport fees and weather.
This Lyft fare estimate does not include any promotions or discounts.

RSW/Ft Myers Airport Taxi
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Book online save 5% South Florida Minivans tool
myairporttaxi.com

Airport Car Service

Find Transportation to or from Any Airport. Free Quotes, No Obligation
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Enjoy Exclusive Benefits

Universal Orlando On-site Hotel Guests Enjoy Early Park Admission
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lyft.com

Hotels near your destination

Ramada Suites Orlan...	Sheraton Suites Orlan...	Embassy Suites Hotel...	Hampton Inn Orlando...
Score 7/10 - (\$110+) - Book now	Score 8/10 - (\$109+) - Book now	Score 8.9/10 - (\$135+) - Book now	Score 6.7/10 - (\$122+) - Book now

Book A Shuttle

Pricing Details



MARRIOTT
ORLANDO WORLD CENTER

	<u>Each Adult</u>	<u>Each Child *</u>	<u>Total Price</u>
Roundtrip	\$37.00	\$0.00	\$37.00
One-Way	\$23.00	\$0.00	\$23.00

Please ensure that all passengers are traveling on the same flight. For those traveling on separate flights, separate bookings must be made.

* Children (Ages 4-11)

Continue

Trip Summary

Pick-Up:

MCO - Orlando International Airport 
(Default.aspx)

Drop-Off:

Marriott World Center
8701 World Center Dr, Orlando 
(Default.aspx)

Date:

Wednesday, August 16, 2017 
(Default.aspx)

Lottier, Christine

From: FBC-LEO <treasurer@fbc-leo.org>
Sent: Thursday, June 15, 2017 11:21 AM
To: Lottier, Christine
Cc: treasurer@fbc-leo.org
Subject: FBC-LEO Online Membership Application



FBC-LEO

Florida Black Caucus of Local Elected Officials

Tamara, thank you for completing the FBC-LEO online membership application. We have forwarded the following membership details to the FBC-LEO:

Name: Tamara James
Title: Mayor
City/Organization: City of Dania Beach
Address:
100 West Dania Beach Blvd.
Dania Beach, Florida 33004
Cell Phone: 954-258-7552
Business Phone: 954-924-6800
Home Phone:
Fax: 954-921-2604
Email: clottier@daniabeachfl.gov
Membership Level: Regular

If you have not yet paid your annual membership dues, please make your check payable to FBC-LEO and mail it to

FBC-LEO
c/o: Commissioner Kenneth Thurston, Treasurer
5581 West Oakland Park Blvd
Lauderhill, FL 33313

OR visit www.fbc-leo.org to pay by credit card using PayPal.

RECEIPT		NO. [105]
Tamara James 100 West Dania Beach Blvd Dania Beach, FL 33004		
DATE: JUNE 21, 2017		AMOUNT: \$115.00
Description: Payment of 2017 FBC-LEO Annual Membership Dues.		Payment Method: PAYPAL
SUBTOTAL		\$115.00
TAX		N/A
TOTAL		\$115.00

Ship to: Christine Lottier
 clottier@daniabeachfl.gov

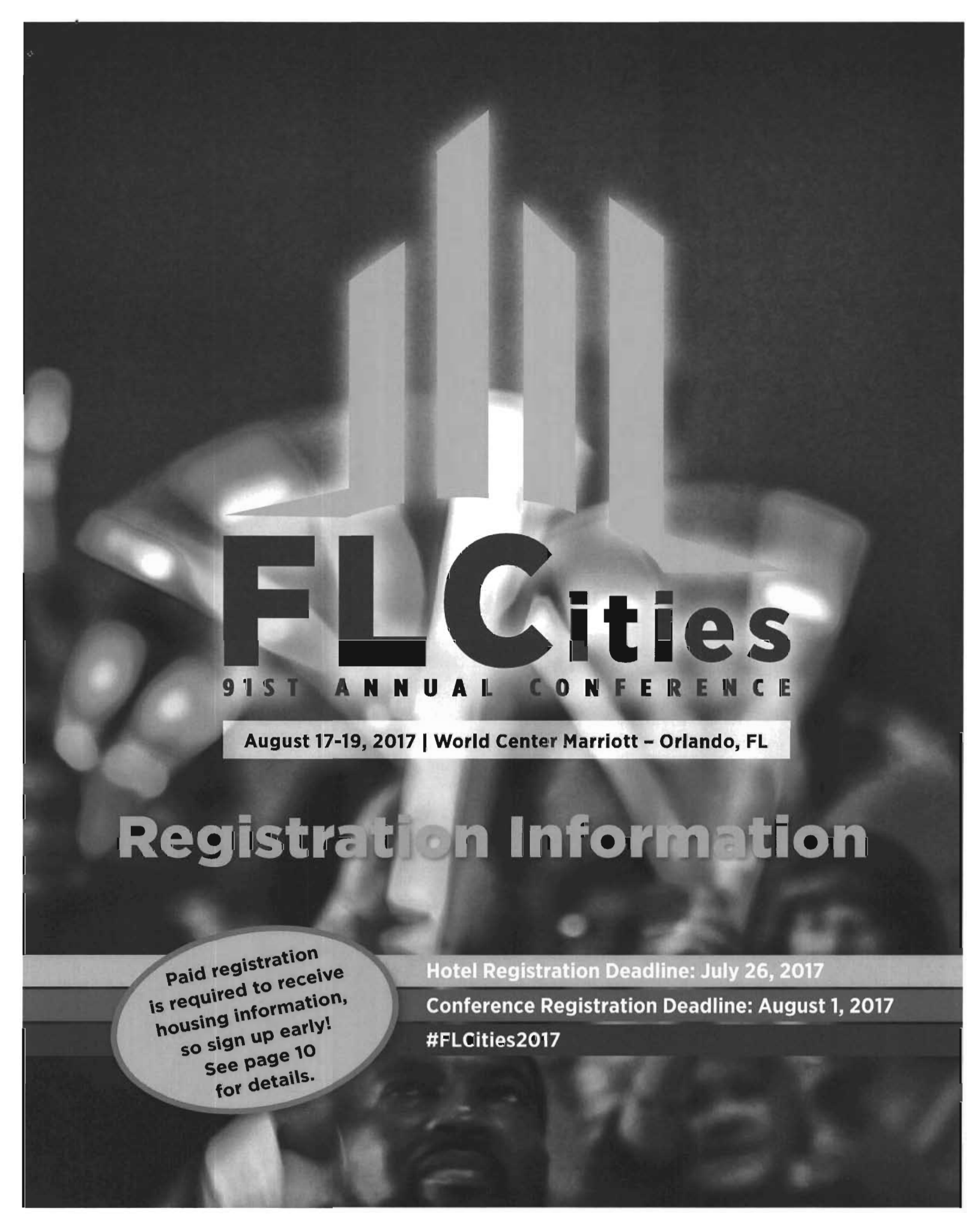
Address: 100 West Dania Beach Blvd.
 Dania Beach, FL 33004
 United States

Ship from: Florida Black Caucus of Local Elected Officials, Inc.
 president@fbc-leo.org
 (954) 730-3018

Address: 5581 West Oakland Park Blvd
 Lauderhill, FL 33313
 United States



Transaction ID: 22W531882N0320606				This is not a bill	
Quantity	Item number	Description	Options	Amount	
1	n/a	Annual Membership Payment	Payment Amount: Annual Membership Dues	\$115.00 USD	
			Shipping & Handling	\$0.00 USD	
			Shipping Insurance	\$0.00 USD	
			Sales Tax	\$0.00 USD	
			Total	\$115.00 USD	
Thanks for paying with PayPal – the safe way to pay online. It is a pleasure doing business with you.					



FLCities

91ST ANNUAL CONFERENCE

August 17-19, 2017 | World Center Marriott – Orlando, FL

Registration Information

Paid registration
is required to receive
housing information,
so sign up early!
See page 10
for details.

Hotel Registration Deadline: July 26, 2017

Conference Registration Deadline: August 1, 2017

#FLCities2017

President's Invitation to the Florida League of Cities 91st Annual Conference



Dear Friends:

The **Florida League of Cities 91st Annual Conference** will be held August 17-19 at the Orlando World Center Marriott. My yearlong presidential initiative, **Safe Cities, Safe Florida**, has focused on developing training and resources to assist local leaders build safer communities. At the conference, a **Safe Cities, Safe Florida Toolkit** will be distributed that pulls together a variety of those resources to help officials better prepare for and deal with disasters, whether natural or manmade. Conference workshops will provide further ways to combat possible threats to your community, including a session on the opioid epidemic, and spotlight other issues affecting municipal operations and governance.

During a keynote address, former **Dallas Police Chief David Brown** will recap the day he lost several officers to an active shooter, how the city recovered and lessons learned from this tragedy.

The schedule includes other keynote presentations from **National League of Cities President Matt Zone**, councilman for the City of Cleveland, Ohio; and **John "Mac" Stipanovich**, a prominent Florida attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. Mac will be discussing the current political climate and the challenges it presents to cities, as seen in the recent legislative session.

Also, the League's legislative priorities for next year will be set at this conference. With the 2018 legislative session starting in January, the League's five legislative policy committees will be finalizing their legislative priority issues. At Saturday's business session, the League's membership will vote on the 2018 Legislative Action Agenda. Please join us as cities set the stage for the next legislative session.

We are very excited about this year's conference and hope you'll plan to attend. Knowledge is power, and nothing is more powerful than the united voice of Florida's 412 municipalities working together to make our cities the best in the nation. I look forward to seeing you in Orlando!



Sincerely,

Susan Haynie, FLC President
Mayor, City of Boca Raton

General Information

The 91st Annual Conference of the Florida League of Cities will be held August 17-19, 2017, at the World Center Marriott in Orlando.

Strengthening each city's ability to prevent, neutralize and respond to threats has been the goal of President Susan Haynie's **Safe Cities, Safe Florida** initiative. Whether responding to a hurricane, tornado, active shooter, sinkhole or wildfire, municipalities are on the front line of protecting their residents during a crisis.

The conference schedule will be filled with workshops and speakers to help you to address possible threats to your community. You'll hear from former **Dallas Police Chief David O. Brown**, who was at the helm when five of his officers were killed by a lone gunman in 2016. You'll also receive an in-depth look at the state's opioid epidemic, a crisis that is impacting cities large and small. You'll have the opportunity to dive deep into these and other issues to help prepare you for possible threats. Additional workshops will provide you with the tools to help your city navigate the current economic and political landscape.

Location/Dates

World Center Marriott - Orlando
Thursday, August 17 - Saturday, August 19

Registration Hours

Thursday, August 17: 7:30 a.m. - 7:00 p.m.
Friday, August 18: 7:00 a.m. - 5:00 p.m.
Saturday, August 19: 7:30 a.m. - 4:00 p.m.

Registration Fees

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines

Registration - Conference registration forms must be postmarked on or before **Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on site. **NOTE: Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on site**, so we encourage you to register in advance.

Hotel Reservations - The cut-off date for reservations at the Marriott is **July 26, 2017**. Reservations must be made via an FLC-provided security code only. No one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing via email to mhowe@flcities.com or via fax to **(850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel is given notification no later than **72 hours** prior to the scheduled arrival date.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies, Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Continuing Education Credit

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Twitter and Facebook



The League will be offering live updates via Twitter and Facebook during the conference. Follow the League at www.twitter.com/flcities or become a fan of the League on Facebook to participate. Use the hashtag **#FLCities2017**.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 17**.

Contact Information

For additional information, please contact Melanie Howe at mhowe@flcities.com; (850) 222-9684; fax: (850) 222-3806; or write to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Tentative Program

Workshop Topics

We are planning a variety of informative workshops to provide you with the tools to help your city navigate the current economic, technological and political landscape. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates! Topics being considered include:

- >> Additional Homestead Exemption Constitutional Amendment
- >> Deployment of Wireless Communications Infrastructure for 5G Technology
- >> Media Training
- >> Public Records Reform
- >> Safe Cities, Safe Florida Workshops
- >> Update on the Constitution Revision Commission

WEDNESDAY, AUGUST 16, 2017

8:30 a.m. - 1:00 p.m.

RESEARCH SYMPOSIUM

Medical Marijuana and Your City: Facts, Fiction and Moving Forward

In 2016, Florida's voters approved a constitutional amendment legalizing the production, distribution and use of medical marijuana. The implementation of this amendment will require legislation, administrative rule and the development of complex processes for growers, doctors and patients – and dealing with myths and misinformation. As licensed dispensaries and nurseries provide products and services, questions remain about how and when these will impact our cities. Impacts may be felt in the areas of permitting, zoning, code enforcement, intergovernmental relations, law enforcement and emergency response, as well as other departments. The Center for Municipal Research & Innovation is proud to host this symposium supporting President Susan Haynie's **Safe Cities, Safe Florida** Initiative. Plan now to join with policy and industry experts, municipal representatives and the League's research partners for a timely, informative and action-oriented session designed to help cities determine next steps.

While there is no fee to attend, pre-registration is required. Please check the box on the enclosed registration form.

Note that anyone who signs up and does not attend the symposium will be assessed a no-show fee of \$45.

2:00 p.m. - 5:00 p.m.

Florida League of Mayors Roundtable

Additional registration required through the Florida League of Mayors; contact Jill Walker at jwalker@flcities.com.

THURSDAY, AUGUST 17, 2017

7:30 a.m. - 7:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

Florida League of Mayors Nominating Committee Meeting

THURSDAY, AUGUST 17, 2017

8:00 a.m. - 12:00 p.m.

Continuing Education in Ethics: Are Your Hours Done?

Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: *You must be registered for the full conference to attend this session and pre-registration is required. See enclosed registration form.*

11:00 a.m. - 12:00 p.m.

Florida League of Mayors Business Meeting

For more information, contact Jill Walker at (850) 222-9684.

11:00 a.m. - 3:00 p.m.

Grants Expo

Need Information on available grants and technical assistance? Don't miss this opportunity to talk with representatives from various federal, state and nonprofit organizations about their grant programs, ranging from housing and historic preservation to emergency management and economic development.

12:00 p.m. - 1:00 p.m.

Florida League of Mayors Board of Directors Meeting

12:30 p.m. - 7:30 p.m.

Municipal Marketplace Open

1:00 p.m. - 3:00 p.m.

"Cities 101" Workshop

If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.

Legislative Policy Committee Meetings

- >> Finance, Taxation and Personnel
- >> Land Use and Economic Development
- >> Municipal Administration
- >> Transportation and Intergovernmental Relations
- >> Utilities, Natural Resources and Public Works

3:15 p.m. - 6:00 p.m.

The Opioid Epidemic: Your City's Role

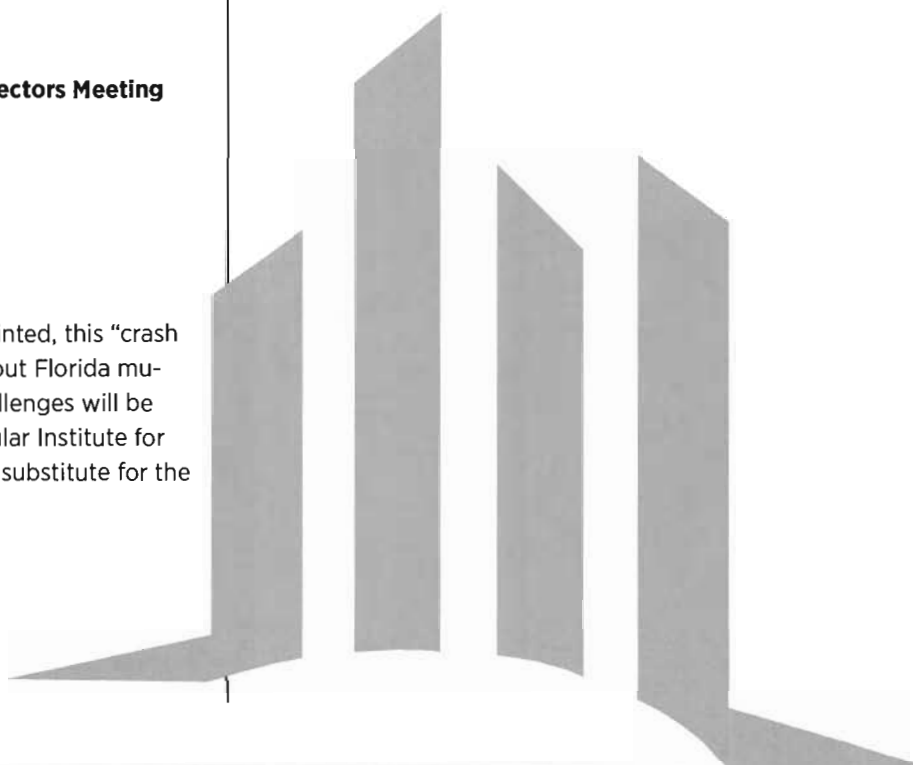
Governor Rick Scott declared an opioid epidemic on May 3, 2017, but for most Floridians, this crisis has hit close to home for several years. What do you need to know about the causes, the key decision-makers and the impact on your municipality? This safety concern also ties into this year's **Safe Cities, Safe Florida** initiative. Join FLC President Susan Haynie for this workshop, which will feature state experts and municipal officials talking about the epidemic and what every city can do, *and should do*, to help all citizens.

5:00 p.m. - 6:00 p.m.

Federal Action Strike Team Meeting

6:00 p.m. - 7:30 p.m.

President's Welcome Reception in Municipal Marketplace



FRIDAY, AUGUST 18, 2017

6:30 a.m. - 8:00 a.m.

5K Fun Run

See page 9 for full details.

7:00 a.m. - 8:30 a.m.

Florida Black Caucus of Local Elected Officials Breakfast

To be eligible to attend, a membership application and paid dues must be submitted to FBC-LEO. Membership applications and additional information are available at fbc-leo.org.

7:00 a.m. - 9:00 a.m.

Continental Breakfast in Municipal Marketplace

7:00 a.m. - 1:15 p.m.

Municipal Marketplace Open

7:00 a.m. - 5:00 p.m.

Registration Desk Open

8:00 a.m. - 9:00 a.m.

First-Time Attendees' Orientation

If this is your first FLC Conference – **Welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

8:00 a.m. - 9:00 a.m.

Workshops

9:15 a.m. - 10:30 a.m.

Resolutions and Legislative Committee Meetings

9:15 a.m. - 10:30 a.m.

Workshops

10:45 a.m. - 12:15 p.m.

OPENING GENERAL SESSION

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by former **Chief David O. Brown**.

12:15 p.m. - 1:15 p.m.

Sidewalk Café in Municipal Marketplace (Cash Sales)

1:30 p.m. - 2:30 p.m.

Workshops

2:45 p.m. - 4:00 p.m.

Workshops

4:15 p.m. - 5:30 p.m.

Workshops

6:00 p.m. - 7:00 p.m.

Membership Networking Event

Evening Open



DAVID O. BROWN

A Dallas native, former **Chief David O. Brown** quit school during his senior year in college to become a Dallas police officer, with the goal of fighting the crack cocaine epidemic in his old neighborhood. Over his 33 years with the Dallas Police Department, Brown served as a patrolman, crime scene detective, SWAT team member and leader, internal affairs detective and assistant chief.

His career was marked by its share of tragedy, including the death of his brother due to drug-related violence, the murder of his partner and the death of his mentally ill adult son in a shootout with police that also left a police officer dead. But there was also triumph – including completing his bachelor's and master's degrees while being promoted to the highest ranks in the department, and working to reduce crime more than any other chief in the history of the department. Under his tenure, officer-involved shootings were reduced more than 40 percent and excessive-force complaints were reduced by 70 percent, their lowest points on record. Brown's efforts in community policing are nationally renowned. He is the longest-serving and most beloved Dallas police chief in modern times.

His leadership during and after the tragic events of July 7, 2016, calmed the City of Dallas and the nation. Brown's decision to use a robot to detonate C4 explosives to neutralize a suspect was a first in the history of American policing. And the chief's call to protestors to become part of the solution by applying to join the police department, earned him accolades from across the nation and around the world.

SATURDAY, AUGUST 19, 2017

7:30 a.m. - 8:30 a.m.

Various Local/Regional League Breakfast Meetings

Contact your local league for more information.

7:30 a.m. - 4:00 p.m.

Registration Desk Open

8:30 a.m. - 9:00 a.m.

Voting Delegate Registration Open

8:30 a.m. - 4:30 p.m.

Youth Council Program

See page 14 for details and registration information.

9:00 a.m. - 10:15 a.m.

Annual Business Meeting

10:30 a.m. - 12:15 p.m.

SECOND GENERAL SESSION

Featuring recognition of the Years of Service awards, a special presentation by NLC President **Matt Zone** and a keynote address by **Mac Stipanovich**.

12:30 p.m. - 2:15 p.m.

Past Presidents' Luncheon and Installation of New President

2:30 p.m. - 5:00 p.m.

Workshops

6:00 p.m. - 10:00 p.m.

Childcare Provided

Pre-registration required. See enclosed form to register.

6:30 p.m. - 9:30 p.m.

Inaugural Celebration - City Nights

We're throwing a party and everyone is invited, so bring your dancing shoes! This year's inaugural celebration will feature the sounds of **Tallahassee Nights Live**, a group that appeals to all styles and ages with their eclectic mix of jazz, R&B, soul, pop, rock, Latin and country. Enjoy a buffet dinner, some strolling entertainment and plan to dance the night away.

Schedule and speakers subject to change.



MATT ZONE

Cleveland City Councilman **Matt Zone** is recognized nationally, regionally and locally as a leader on environmental, arts and cultural issues. Currently, Zone serves as president of the National League of Cities.

Regionally, Zone is a past president of the Northeast Ohio City Council Association and also serves on the steering committee of the Regional Prosperity Initiative, which is working to create a "Smart Growth" plan for Northeast Ohio.

Locally, he continues to be a tireless advocate for alternative energy and green building, by evidence of the fact that his ward is home to the only EcoVillage in Ohio and one of the first in the country. The EcoVillage is complete with an LEED built school, theatre and certified regional transit station, highly energy-efficient homes that heat and cool for less than \$500 annually, and has a model stormwater demonstration project on a 25-acre city recreational facility.

Zone has been the driving force behind the development of the Gordon Square Arts District, which is composed of new housing and businesses, retail development, and the construction and renovation of three theaters. He also authored the City of Cleveland's "Percent for Arts" legislation, which requires all applicable capital improvement projects over \$300,000 to set aside 1.5 percent of the total budget to include artists in their design.

As chairman of Council's Safety Committee, Zone, who is in constant contact with the city's safety forces, is in the vanguard of the battle against neighborhood crime. He is also very involved in the City of Cleveland's consent decree with the U.S. Department of Justice and the federal monitor overseeing the Cleveland Police Department.



MAC STIPANOVICH

John "Mac" Stipanovich is an attorney who represents individuals and entities, including the Florida League of Cities, before state government agencies, the governor and Cabinet, and the Legislature. He has extensive experience in the political arena and in the public

sector, including serving as Florida executive director for Reagan-Bush 1984, campaign director for Bob Martinez for Governor in 1986 and 1990, chief of staff to Martinez, senior advisor to Jeb Bush for Governor in 1994, and advisor to Secretary of State Katherine Harris during the 2000 presidential recount in Florida.

Additional Activities

Off-Site and Children's Activities

The Marriott provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. The Marriott also offers a wide range of children's activities that changes daily. For complete information, please contact the Marriott at (407) 239-4200 or visit their Web site at www.marriottworldcenter.com.

FLC 5K Fun Run

We will be holding our third **Florida League of Cities 5K Fun Run** on **Friday, August 18 at 6:30 a.m.** The run will take place on the grounds of the Marriott World Center's golf course and is open to everyone participating in the conference. This will be a "fun run" and will not be a timed event. There is no charge for the event, **but pre-registration is required** (see main registration form). All participants will receive a t-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a fun run and great company.

Saturday Night Childcare

Childcare services will be available on **Saturday, August 19, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, popcorn and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR trained, and there is no cost to you.

Agenda

6:00 p.m. - 6:30 p.m.	Registration
6:30 p.m. - 7:30 p.m.	Dinner
7:30 p.m. - 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you must fill out the Childcare Registration Form on page 15, so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, mhowe@flcities.com, fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.

Conference Housing Information

The **World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is (407) 239-4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your **paid** registration.) FLC has secured the reduced rate of \$5.00 per day for self-parking, and \$14.00 per day for valet parking.

Located on 200 lush acres only minutes away from Orlando's main attractions, the Marriott features championship golf, award-winning cuisine and an exquisite spa. There are multiple restaurants and lounges, a lagoon pool and lots of activities for the family. Visit the hotel's website at www.marriottworldcenter.com for more details.

NOTE: The Marriott is a smoke-free property.

Directions

From Interstate 4: Exit 67 - hotel will be on the left.

From the Airport: Take south exit out of the airport to 417. Take 417 south to Exit 6, go straight at the light, cross 535 and the hotel will be on the right.

Room Reservations - IMPORTANT - PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via e-mail. (If you do not have an e-mail address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid**.

Please note that the reservation cut-off date at the Marriott is **July 26, 2017** and the rate is **\$177/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel block will sell out, **so please register early.**



Conference Registration Information

Mail Registration

To register in advance, fill out the enclosed registration form, attach a check for the appropriate fee, and mail it to the League office by **Tuesday, August 1, 2017**. Your name badge and other information can be picked up at the conference registration desk.

Online Registration

Visit the League website, *floridaleagueofcities.com*, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may only be made online.**

Registration Fees

The registration fees for the 2017 annual conference are:

City/County/Government	\$525.00*
Guests	\$125.00
Guests (3-12 years)	\$15.00
Guests (13-18 years)	\$20.00
Corporate/Other	\$625.00*
Exhibit Hall Pass	\$20.00
Extra Luncheon Ticket	\$40.00
Extra Inaugural Celebration Ticket	\$50.00
Youth Council Program	\$75.00

***Registration fees will increase to \$555 for government and \$655 for corporate registrants for all registrations done on-site.**

City/County/Government (\$525), **Corporate** (\$625) and **Guest** (\$125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official, or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Conference Registration Information (Continued)

Teen Guest 13-18 years (\$20) and **Child Guest 3-12 years** (\$15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass (\$20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events, and is not equivalent to a registration.**

Youth Council Program (\$75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 14 for details and registration information.

Deadlines/Cancellations

Advance registration forms must be received **on or before Tuesday, August 1, 2017**. If you are unable to meet this deadline, please register on-site at the conference registration desk.

Conference registration cancellations must be done in writing via email or fax to **mhowe@flcities.com or (850) 222-3806**. All cancellations received in the FLC office by 5:00 p.m., **Monday, August 1, 2017** will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

Top Reasons to Attend the Florida League of Cities 91st Annual Conference in Orlando:

Meet with colleagues and friends from around the state and exchange ideas and solutions.

Learn from experts and share advice on how to strengthen your city's ability to prevent, neutralize and respond to threats.

Attend the Grants Expo to learn of grant opportunities for your municipality.

Discover innovative ways to expand services and save tax dollars.

Visit the Municipal Marketplace exhibits to get information to solve your city's problems.

Participate in adopting the League's legislative priority issues for the 2018 legislative session.

Bring value back to your municipality as your return home a reenergized, renewed, educated and informed official.

The Florida League of Cities Annual Conference!
BE THERE!

2017 Florida League of Cities Youth Council Program

Saturday, August 19, 2017 | 8:30 a.m. - 4:30 p.m.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with members of other Florida youth councils.

The registration fee for this program is **\$75** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations. **For more information, please contact Sharon Berrian at (850) 222-9684.**

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee: \$75.00 per person if received by Tuesday, August 1, 2017. The final deadline for registration is **Tuesday, August 1, 2017.**

Total Amount Enclosed: \$ _____

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

NOTE: If you wish to pay with a Visa or MasterCard, please complete this form and email it to mhowe@flcities.com and you will be contacted directly for your card information.

Youth council registration cancellation must be done in writing via email or fax to mhowe@flcities.com or (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Tuesday, August 1, 2017**, will receive refunds. Refunds will be issued after the conference.

Saturday Night Childcare Form

Saturday, August 19, 2017 | World Center Marriott | Orlando



Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone () _____
Address: _____ Cell Phone: _____
City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name: _____	Relationship: _____
Name: _____	Relationship: _____

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, hereby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
 2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
 3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
 4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
 5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
 6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.
- This will serve as my authorization to Sitter Solutions, Inc.

Signature

Relationship

For more information, call Sitter Solutions, Inc. at
813-900-0927

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Corinne Lajoie
DEPARTMENT: Community Development
LOCATION: Daytona Beach, Florida
TRIP/TRAINING DATE: September 5 - September 8, 2017
PURPOSE: 2017 APA Florida Annual Conference

CHECK ONE
☐ Certification
☒ General Training
☐ License
☐ Other

Note any overnight or out of state travel events attended in the last 12 months: 2016 APA Conference Sep 6-9, 2016

ACCOUNT NO: 001-15-01-515-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration Fee	2017 APA Conference	\$ 375.00
Lodging (3 nights @ \$129)	Hilton Daytona Beach Resort/Ocean Walk Village	\$ 387.00
Parking (3 nights @ \$7)	Self-Parking Costs	\$ 21.00
Per Diem	C. Lajoie	\$ 147.50
TOTAL EXPENSES		\$ 930.50

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)			
Departure/Destination		Standard Mileage Calculation	
City Hall - 100 W Dania Beach Blvd, Dania Beach		Cost per Mile	Round Trip Mileage
Hilton Resort, 100 N Atlantic Av, Daytona Beach		0.535	495.0
TOTAL MILEAGE CALCULATION		\$	264.68

TOTAL ESTIMATED TRAVEL COST **\$ 1,195.18**

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
Corinne Lajoie	<i>Corinne Lajoie</i>	7-13-17
Department Director (print)	Signature	Date
Marc LaFerrier	<i>Marc LaFerrier</i>	7-13-17
Finance Director (print)	Signature	Date
Nicki Satterfield	<i>Nicki Satterfield</i>	7/13/17
City Manager (print)	Signature	Date
Robert Baldwin	<i>Robert Baldwin</i>	7/13/17

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens	<i>TAS</i>	7/13/17



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, LEED G. A., Planning and Zoning Manager *[Signature]*

SUBJECT: Florida American Planning Association (APA) - Annual State Conference 2017, September 5 – 8, 2017.

The Florida American Planning Association (APA) is holding their annual conference September 5, 2016 through September 8, 2017 this year. The conference provides continuing education hours to maintain AICP licensure requirements as well as offering annual updates and training covering topic in land use law, trends in zoning regulations, latest developments in Florida Legislature, and various other technical topics.

The City's FY 2017 budget is planned for, and has sufficient funding for, attending this conference.

STAFF RECOMMENDATION

City Commission approval is recommended to allow the City's Planning and Zoning Manager to attend this annual American Planning Association State Conference.

YOUR TRIP:

Total Route: 7 hr 30 min - 495 miles

Est. Fuel cost: \$31.50 - IRS Reimbursement: \$264.68

Fuel Cost Rounded up to \$40.00 mapquest

100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 239.06 miles



5. Take the US-92 exit, EXIT 261, toward Deland/Daytona Beach.

Then 0.32 miles



6. Merge onto W International Speedway Blvd/US-92 E toward Dog Track/Speedway USA/Beaches.

Then 6.08 miles



7. Turn left onto S Atlantic Ave/FL-A1A.

Then 0.55 miles



8. Welcome to DAYTONA BEACH, FL 32118.



100 N Atlantic Ave, Daytona Beach, FL 32118-4204

This leg: 3 hr 44 min - 247.20 miles



1. Start out going northwest on N Atlantic Ave/FL-A1A toward Earl St.

Then 0.05 miles



2. Make a U-turn at Earl St onto N Atlantic Ave/FL-A1A.

Then 0.60 miles



3. Turn right onto US-92 E/E International Speedway Blvd.

Then 5.84 miles

↑ 4. Stay straight to go onto US-92 W/W International Speedway Blvd.

Then 0.53 miles

↗ 5. Merge onto I-95 S via the ramp on the left.

Then 238.79 miles

↘ 6. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles

↘ 7. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles

↶ 8. Turn left onto FL-848/Stirling Rd.

Then 1.01 miles

↵ 9. Turn slight left onto SW 3rd Ave.

Then 0.27 miles

↗ 10. Turn right onto W Dania Beach Blvd.

Then 0.03 miles

📍 11. 100 W DANIA BEACH BLVD is on the right.

📍 100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 3 hr 46 min - 247.54 miles



Book a hotel tonight and
save with some great deals!
(1-877-577-5766)



Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Corinne Lajoie

Description of Trip: 2017 APA Florida Annual Conference

Daily per diem rate enter FY 17 Per Diem Rate here): \$ 59.00

Destination: Daytona Beach, Florida

First Date of Travel 5-Sep-17

Last Date of Travel 8-Sep-17

		Travel				Travel	
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date		5-Sep-17	6-Sep-17	7-Sep-17	8-Sep-17		
Breakfast 15%							
Lunch 35%							
Dinner 50%			\$ 29.50	\$ 29.50			
Total Daily total =	\$ -	\$ 44.25	\$ 29.50	\$ 29.50	\$ 44.25		

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 44.25

Total Per Diem Due to Traveler \$ 147.50

Meal Exclusions		
Date	Meal Provided	Amount
6-Sep-17	Breakfast	\$ 8.85
6-Sep-17	Lunch	\$ 20.65
7-Sep-17	Breakfast	\$ 8.85
7-Sep-17	Lunch	\$ 20.65

Daytona Beach, Florida Per Diem Rates for 2017

Rates Apply To:

Daytona Beach, Florida:
Volusia County

Lodging Rate:

\$125.00

Meal Rate:

\$59.00

Daytona Beach has a fixed per-diem rate set by the General Services Administration (GSA), which is used to reimburse overnight travel expenses within the area for Federal employees as well as employees of private companies which also use the GSA's per diem rates.

The **lodging per-diem rate of \$125.00** is intended to cover the costs of one night's lodging at a hotel in Daytona Beach, based on the average daily rate in the local lodging industry. Many hotels and motels offer business travellers rooms at exactly the local per-diem rate.

The **meals & incidentals rate (M&IE rate) of \$59.00** is intended to cover the costs of a single days' worth of meals and incidental costs (such as tips and parking) based on the average cost for these expenses in the Daytona Beach area. If you spend less than the \$59.00 per diem, you can generally keep the remainder.



[Book a hotel in Daytona Beach](#)

Month	Lodging Per Diem	Meals & Incidentals Per Diem
September, 2017	\$91.00	\$59.00
August, 2017	\$91.00	\$59.00
July, 2017	\$102.00 <i>CURRENT RATE</i>	\$59.00 <i>CURRENT RATE</i>
June, 2017	\$102.00	\$59.00
May, 2017	\$102.00	\$59.00
April, 2017	\$102.00	\$59.00
March, 2017	\$125.00	\$59.00
February, 2017	\$125.00	\$59.00
January, 2017	\$91.00	\$59.00

Travelling for the government is referred to as Temporary Duty, or TDY. A TDY trip for which per-diems are issued can last up to 180 consecutive days before it's considered Permanent Change of Station (PCS), and no longer eligible for per-diems.

TIME	DAY 1 – TUESDAY, SEPTEMBER 5	DAY 2 – WEDNESDAY, SEPTEMBER 6	DAY 3 – THURSDAY, SEPTEMBER 7	DAY 4 – FRIDAY, SEPTEMBER 8
7:30 AM		Continental Breakfast (Exhibit Hall) - 7:30 to 8:30am DeLand Great Awakening Main Street (Mobile Workshops) - 7:45am to noon Blue Springs & St. John River Escalator (Mobile Workshops) - 8am to 1pm Planning Symposium - 8:30am to 5pm	Continental Breakfast (Exhibit Hall) - 7:30 to 8:30am After Another Adventure, Imagine! & Reimagine Along the NE Florida Coast (Mobile Workshops) - 8 to 11am Daylong Riding: The New Daytona International Speedway (Mobile Workshops) - 8:15 to 11:15am	Continental Breakfast (Exhibit Hall) - 7:30 to 8:30am
8:00 AM		Opening Plenary & Project Awards - Frank O'Dell and Janet Peters		
8:30 AM				
9:00 AM				
9:15 AM				
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REGISTRATION FORM for the 2017 APA Florida Annual Conference – September 5-8, 2017 **Ocean Center, Daytona Beach, Florida**

Register on-line at www.floridaplanning.org/conference (credit cards only) – *No additional fees*
Fax to 312.786.6700, deadline to submit by fax 08/18/17 – *Additional \$25 fee applies*

Mail to American Planning Association, PO Box 4291, Carol Stream, IL 60197-4291 – *Additional \$25 fee applies.*

- Payments must be received by APA by the deadline dates. Pre-registration ends on 08/18/17. Please register onsite after this date.
- Changes/Cancellations must be received in writing by 8/18/17. There is a \$50 fee for cancellations & \$25 for changes.

Step 1: Name & Address (Please Print)

First Name	M.I.	Last Name
First Name and Title for Badge		
Employer/Agency or School Name	6 Digit APA Number	
Address		
City	State	Zip
Email - Required for Registration		
Telephone Number		

Step 2: Basic Registration

(Check the pre-registration fee that applies, check only one box)

	Early July 21	Regular Aug. 18	Onsite
Payment must be received by:			
☐ APA, APA Florida or CNU Florida Member ⁽¹⁾	\$375	\$450	\$495
☐ APA Retired Member ⁽⁹⁾	\$175	\$225	\$275
☐ Planning Commissioner ^{(1) (10)}	\$375	\$450	\$495
☐ Non-Member ^{(1) (8)}	\$450	\$525	\$570
☐ Full Time Student ^{(1) (5)}	\$135	\$135	\$170
☐ New Professional ^{(1) (6)}	\$275	\$350	\$395
☐ Weds Only APA, APA Florida or CNU FL Member ⁽²⁾	\$205	\$240	\$270
☐ Weds Only Non-Member ^{(2) (8)}	\$280	\$315	\$345
☐ Thurs Only APA, APA Florida or CNU FL Member ⁽³⁾	\$205	\$240	\$270
☐ Thurs Only Non-Member ^{(3) (8)}	\$280	\$315	\$345
☐ Friday Only APA, APA Florida or CNU FL Member ⁽⁴⁾	\$110	\$135	\$160
☐ Friday Only Non-Member ^{(4) (8)}	\$185	\$210	\$235
☐ Planning Symposium – Weds. ONLY ⁽⁷⁾	\$50	\$50	\$50

Step 2: Basic Registration Subtotal \$ _____

_____ I have registered as a Planning Commissioner and would like to attend the Planning Symposium

_____ I request Vegetarian Meals _____ Gluten-free Meals

Step 3: Extra Tickets

Number of Tickets	Amount /Ticket	Totals
_____ Tuesday Reception	\$25	\$ _____
_____ Wednesday Reception	\$35	\$ _____
_____ Thursday Reception	\$30	\$ _____
_____ Wednesday Box Lunch	\$25	\$ _____
_____ Thursday Luncheon	\$40	\$ _____
_____ Friday Luncheon	\$35	\$ _____

Step 3: Extra Tickets Subtotal \$ _____

_____ Vegetarian or _____ Gluten-free for _____ of the extra tickets

- (1) Includes all sessions, all lunches & all receptions
- (2) Includes Wednesday sessions, lunch & reception (single days cannot be combined)
- (3) Includes Thursday sessions, lunch & reception (single days cannot be combined)
- (4) Includes Friday sessions & brunch (single days cannot be combined)
- (5) Limited \$50 rebate available for students. Contact Chapter Office at 850.201.3272 for details. Students can also register through Aug. 31 at the regular rate by contacting Chapter Office.
- (6) New Professionals are defined by special APA membership

- (7) Includes Tuesday reception and Wednesday lunch
- (8) Join APA today and pay the APA Member Registration rate! Go to <http://www.planning.org/joinapa> to see how to join!
- (9) APA Retired members are defined by special APA membership. Includes all sessions and Thursday luncheon.
- (10) Includes Planning Symposium if requested

Step 4: Conference Seminars (available to conference registrants)

AICP Exam Preparation

Tuesday 9/5 @ 10:00am – 5:00pm # of tickets _____ x No Charge
 Tool Café: Assessing Current and Future Flood Risks and Community Resilience

Tuesday 9/5 @ 1:00pm – 4:00pm # of tickets _____ x \$15 = \$ _____
 Sustaining Places with Comprehensive Plans

Tuesday 9/5 @ 2:30pm – 5:00pm # of tickets _____ x No Charge

ISB Charrette: Making a Great Corridor Even Better

Friday 9/8 @ 2:00pm – 5:00pm # of tickets _____ x No Charge

Step 4: Seminars Subtotal \$ _____

Step 5: Mobile Workshops - Must be registered to purchase

Tuesday September 5		# of Tickets/Cost
Kennedy Space Center	10:00-5:00	_____ x \$40=\$ _____
Wednesday September 6		
DeLand: Great American Main Street	7:45-12:00	_____ x \$25=\$ _____
Blue Springs & St. Johns River		
Eco-tour	8:00-1:00	_____ x \$40=\$ _____
Ponce Inlet: Past and Present	1:00-5:00	_____ x \$30=\$ _____
Local Lager: Brew-Pubs as Economic Engines	2:00-5:00	_____ x \$25=\$ _____
Thursday September 7		
After Matthew: Adaptation, Mitigation & Resiliency along the Northeast Florida Coast	8:00-11:00	_____ x \$25=\$ _____
Daytona Rising: The New Daytona International Speedway	8:15-11:15	_____ x \$35=\$ _____
International Speedway Boulevard: The Corridor That Has It All	1:15-5:15	_____ x \$25=\$ _____
New Smyrna Beach: From Vacant to Vibrant	1:15-5:15	_____ x \$25=\$ _____

Step 5: Mobile Workshops Subtotal \$ _____

Due to travel arrangements, tours have minimum and maximum registration requirements. If your selection is not available, we will provide option to join another tour or receive refund.

Step 6: Payment

Step 2: Basic Registration Subtotal	\$ _____
Step 3: Extra Tickets Subtotal	\$ _____
Step 4: Conference Seminars Subtotal	\$ _____
Step 5: Mobile Workshop Subtotal	\$ _____
Non-Online Registration – add \$25	\$ 25
TOTAL PAYMENT:	\$ _____

Check # _____ (payable to American Planning Association)

Government Purchase Order # _____ (enclose copy)

☐ MasterCard ☐ Visa ☐ American Express

_____ Credit Card # _____ Expiration _____

_____ Signature Required

Register online with a credit card to help reduce your conference expenses. Add \$25 processing fee for Non-Online Registration.

American Planning Association-Florida Chapter

Welcome to the American Planning Association-Florida Chapter reservation site!

A block of rooms have been reserved for September 4, 2017 - September 9, 2017. The special room rate will be available until August 14th or until the group block is sold-out, whichever comes first.

Booking a reservation from our site is simple. To begin the process, click on "Book a Room" below to receive your group's preferred rate.

The resort charge for this group has been waived.

Your group will also receive a discounted rate on **self-parking of \$7.00 plus tax per car per night**, as well as complimentary in-room internet.

Please disregard any mention elsewhere of these charges throughout the site.

See you at the Hilton Daytona Beach Resort/Ocean Walk Village in September! We hope you enjoy your stay and your group's event!

Quick and Easy Reservations for Attendees

Attending an event at our hotel? Special room rates have been arranged for this event. Click on the room type below to view room details.

Special Room Rates:

2 QUEEN BEDS
OCEANFRONT

1 KING BED OCEANFRONT

2 QUEEN BEDS POOLVIEW

2 QUEEN BEDS OCEANVIEW

1 KING BED POOLVIEW

1 KING BED OCEANVIEW

rates from
129.00 USD/Night
rates from
129.00 USD/Night
rates from
129.00 USD/Night
rates from
129.00 USD/Night
rates from
129.00 USD/Night
rates from
129.00 USD/Night

Check-in Date:

04 September 2017 - 09 September 2017

Book by August 14th to reserve your room!

[Terms & Conditions](#)

[Book a Room >](#)

Hilton Daytona Beach Resort/Ocean Walk Village



100 North Atlantic Avenue
Daytona Beach, Florida 32118
USA
Tel: +1-386-254-8200
Fax: +1-386-253-8275

Amenities:



Set in the heart of the Ocean Walk Village on the 'World's Most Famous Beach,' Hilton Daytona Beach Resort offers stunning views of the Atlantic Ocean and easy access to the thriving seaside attractions and the business district in Daytona Beach. Step out onto the beach for a day in the sun, or relax by the outside pool with a refreshing cocktail in hand. Enjoy diverse dining options and fun daily activities - no need to leave the hotel!

[Tour Hotel](#)

[Directions](#)

[Maps](#)

YOUR TRIP:



Total Route: **7 hr 30 min - 495 miles**

Est. Fuel cost: \$30.40 - IRS Reimbursement: **\$264.68**



100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 239.06 miles



5. Take the US-92 exit, EXIT 261, toward Deland/Daytona Beach.

Then 0.32 miles



6. Merge onto W International Speedway Blvd/US-92 E toward Dog Track/Speedway USA/Beaches.

Then 6.08 miles



7. Turn left onto S Atlantic Ave/FL-A1A.

Then 0.55 miles



8. 100 N ATLANTIC AVE is on the right.



100 N Atlantic Ave, Daytona Beach, FL 32118-4204

This leg: 3 hr 44 min - 247.20 miles



1. Start out going northwest on N Atlantic Ave/FL-A1A toward Earl St.

Then 0.05 miles



2. Make a U-turn at Earl St onto N Atlantic Ave/FL-A1A.

Then 0.60 miles



3. Turn right onto US-92 E/E International Speedway Blvd.

Then 5.84 miles

↑ 4. Stay straight to go onto US-92 W/W International Speedway Blvd.

Then 0.53 miles

⬇ 5. Merge onto I-95 S via the ramp on the left.

Then 238.79 miles

↘ 6. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles

⬇ 7. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles

⬅ 8. Turn left onto FL-848/Stirling Rd.

Then 1.01 miles

↙ 9. Turn slight left onto SW 3rd Ave.

Then 0.27 miles

➡ 10. Turn right onto W Dania Beach Blvd.

Then 0.03 miles

📍 11. 100 W DANIA BEACH BLVD is on the right.

📍 100 W Dania Beach Blvd, Dania, FL 33004-3643

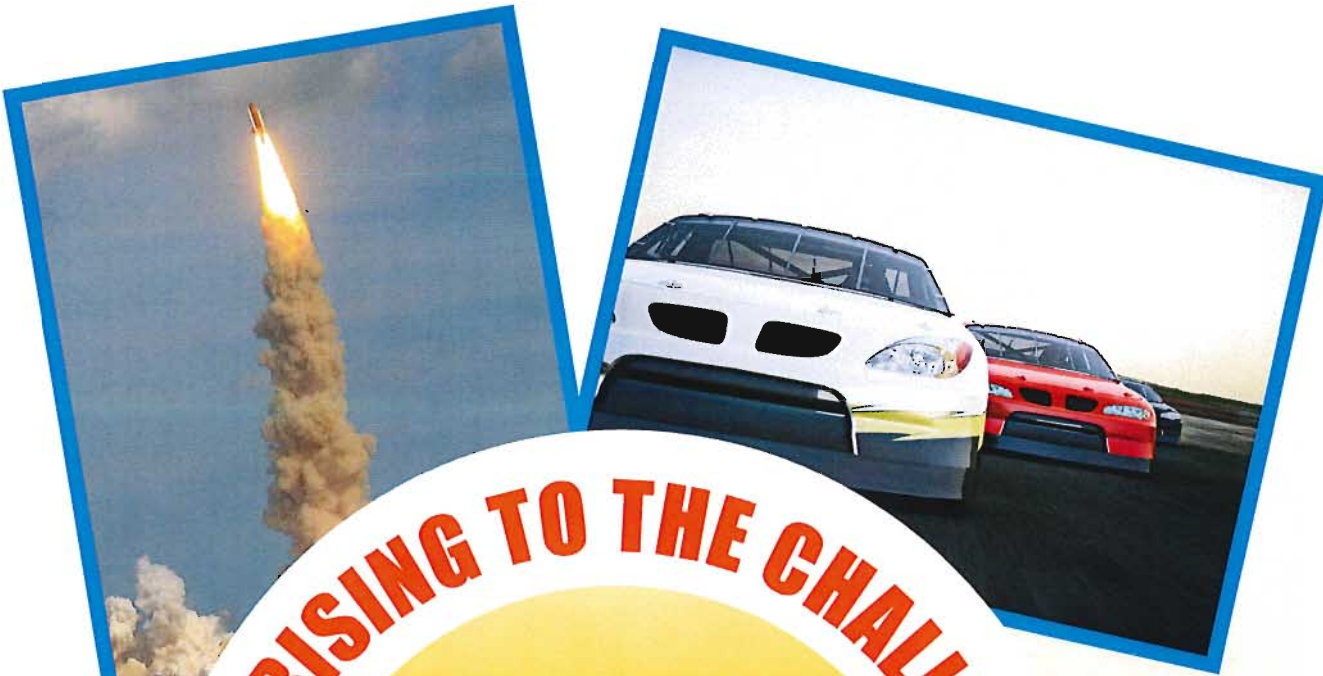
This leg: 3 hr 46 min - 247.54 miles



Book a hotel tonight and—
save with some great deals!
(1-877-577-5766)



Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)



RIISING TO THE CHALLENGE

2017
DAYTONA BEACH

APA FLORIDA ANNUAL CONFERENCE

SPONSORSHIP & EXHIBITOR PACKAGE

2017 APA FLORIDA CONFERENCE
SEPTEMBER 5-8, 2017
OCEAN CENTER, DAYTONA BEACH



APA FLORIDA WELCOMES OUR MANY RETURNING PARTNERS AND FUTURE NEW SPONSORS AND EXHIBITORS!

Being a sponsor or exhibitor for the 2017 APA Florida annual conference - "rising to the challenge" - is a valuable means to show support for the planning of our future.

By participating as a sponsor or exhibitor you help advance the planning profession and gain visibility and recognition as a leader focused on improving the quality of life for our state. Plus, take advantage of a range of benefits specifically designed to promote your company or organization.

As partners, we are committed to inspiring Florida's future. Please consider one of the sponsorship or exhibitor opportunities listed on the following pages.

Or more information, please contact:

Terry Clark, AICP, PMP

terry@staffconnections.com

561-346-6392

For a preview of this year's venue, please visit the [Ocean Center website](#).

RISE UP!

Florida has inspired generation after generation to seek out youth and sunshine. But to stay competitive in today's economy, inspiring imagination and innovation rise above all else. To do so will depend on how well we meet ever changing demands for employment, housing, transportation, energy, food, health, and other societal needs.

Join a group of more than 700 planning, transportation, design, and economic development professionals, consultants, nationally recognized speakers, attorneys, engineers, public administrators, architects, landscape architects, scientists, residents, and community leaders as they "Rise to the Challenge."



APA FLORIDA'S MISSION

The Florida Chapter of the American Planning Association (APA Florida) provides statewide leadership in the development of sustainable communities by advocating excellence in planning, providing professional development for its members, and working to protect and enhance the natural and built environments.

WHO DOES APA FLORIDA SERVE?

- Planners
- Local Governments
- Engineers
- Regional Governments and Agencies
- Transportation Planners/Engineers
- Water Management Agencies
- Environmental Planners/Engineers
- Land Development Attorneys
- Architects / Developers
- Many other regulatory agencies statewide

THE CONFERENCE WILL INCLUDE:

- Three (3) Keynote Speakers of national or state significance
- Nearly Sixty (60) professional development sessions
- Eight (8) mobile workshops showcasing regional projects and places
- Keynote Luncheons and Awards
- Networking Receptions and Entertainment



SPONSORSHIP OPPORTUNITIES

DIAMOND ANNUAL SPONSOR

\$5,000

- Complimentary Booth in Exhibit Hall
- Three Complimentary Conference Registrations
- Preferred Seating in Main Ballroom Sessions
- Verbal and On-Screen Acknowledgment at Conference
- On-Site Signage for Maximum Visibility
- Full-Page Ad in Conference Program & APA Florida's Quarterly Publication, *Florida Planning*
- Business Card Ad in *Florida Planning* and Webpage Consultant Directory for One Year
- Complimentary One-Year Membership in APA Florida for a new member
- Acknowledgment in *Florida Planning* Newsletter
- **Additional benefits and recognition throughout the year** (see page 7)

PLATINUM SPONSOR

\$4,000

- Complimentary Booth in Exhibit Hall
- Three Complimentary Conference Registrations
- Preferred Seating in Main Ballroom Sessions
- Verbal and On-Screen Acknowledgment at Conference
- On-Site Signage for Maximum Visibility
- Full-Page Ad in Conference Program & APA Florida's Quarterly Publication, *Florida Planning*
- Business Card Ad in *Florida Planning* and Webpage Consultant Directory for One Year
- Complimentary One-Year Membership in APA Florida for a new member
- Acknowledgment in *Florida Planning* Newsletter

GOLD SPONSOR

\$2,500

- Complimentary Table in Exhibit Hall
- Two Complimentary Conference Registrations
- Verbal and On-Screen Acknowledgment at Conference
- On-Site Signage for Maximum Visibility
- Half-Page Ad in Conference Program & APA Florida's Quarterly Publication, *Florida Planning*
- Business Card Ad in *Florida Planning* and Webpage Consultant Directory for Six Months
- Complimentary One-Year Membership in APA Florida for a new member
- Acknowledgment in *Florida Planning* Newsletter



SPONSORSHIP OPPORTUNITIES



\$1,500

- One Complimentary Conference Registration
- Verbal and On-Screen Acknowledgment at Conference
- On-Site Signage for Maximum Visibility
- 1/4-Page Ad in Conference Program & APA Florida's Quarterly Publication, *Florida Planning*
- Business Card Ad in *Florida Planning* and Webpage Consultant Directory for Three Months
- Complimentary One-Year Membership in APA Florida for a new member
- Acknowledgment in *Florida Planning* Newsletter



\$500

- Verbal and On-Screen Acknowledgment at Conference
- On-Site Signage for Maximum Visibility
- Business Card Ad in Conference Program
- Business Card Ad in *Florida Planning* for One Issue
- Acknowledgment in *Florida Planning* Newsletter

	DIAMOND ANNUAL \$5,000	PLATINUM \$4,000	GOLD \$2,500	SILVER \$1,500	BRONZE \$500
Complimentary Conference Registrations	 (\$1,125 value)	 (\$1,125 value)	 (\$750 value)	 (\$375 value)	
Complimentary Space in Exhibit Hall	Booth (\$1250 value)	Booth (\$1250 value)	Table (\$750 value)		
Conference Program Advertisement	 (Full Page)	 (Full Page)	 (Half Page)	 (1/4 Page)	 (Business Card)
Verbal and On-Screen Acknowledgment at Conference					
On-Site Signage for Maximum Visibility at Conference					
Florida Planning Advertisement	 (Full Page \$500 value)	 (Full Page \$500 value)	 (Half Page \$300 value)	 (1/4 Page \$175 value)	
Florida Planning Business Card Ad	 (One Year)	 (One Year)	 (6 Months)	 (3 Months)	 (One Issue)
Acknowledgement in Florida Planning					
Online Consultant Directory	 (One Year)	 (One Year)	 (6 Months)	 (3 Months)	
Complimentary One Year APA Florida Membership					
Additional Benefits and Recognition Throughout the Year					

EXHIBITOR OPPORTUNITIES

Join us as an **EXHIBITOR** at the **APA Florida Annual Conference** and gain **maximum exposure for your company or organization with professional planners statewide.**

The Expo will feature consulting firms, government agencies, professional associations, educational organizations and vendors offering a wide variety of services and products of interest to professionals in planning and related fields.

This is a great opportunity to market innovative products, educate participants (and the readers of our conference material) about your interests and establish excellent contacts for the future.

Space is limited, so early reservations are required to guarantee availability.

EXHIBIT OPTIONS:

1. **FULL BOOTH DISPLAY**
\$1,250
2. **TABLETOP DISPLAY**
\$750

AS AN EXHIBITOR, YOU HAVE THE OPPORTUNITY TO:

- Showcase your products and services to all conference attendees
- All booths are in high profile locations, convenient to meeting rooms
- Conference attendees will be reminded by signage, literature and announcements of your participation
- Network with conference attendees, making valuable contacts for your future
- Learn the latest in planning innovation and trends by registering to attend the conference and interacting with participants

ADDITIONAL BENEFITS OF BEING AN APA FLORIDA EXHIBITOR ARE:

- Business Card Ad in Conference Brochure
- Recognition in the Conference Program
- Acknowledgment in the APA Florida Newsletter
- Complimentary List of Pre-Registered Attendees
- Inclusion in Exhibitors Directory provided to all attendees
- Two complimentary tickets to Thursday keynote lunch (Booth Exhibitors Only)
- Two complimentary tickets for Wednesday box lunch
- Two complimentary tickets to one evening reception



EXHIBITOR OPPORTUNITIES (CONTINUED)

IF YOU ARE AN EXHIBITOR, PLEASE NOTE THE FOLLOWING:

1. Exhibitors are not required to register for the APA Florida Conference. However, if you wish to attend any professional or social functions, including keynote addresses, break-out sessions, luncheons, receptions other than those provided for, conference registration is required.
2. Table top and booth spaces are limited, so sign up early. Cancellation refunds may be given in full provided the space can be sold to another exhibitor.
3. An exhibitor information sheet will be provided to you and will include information on exhibit hours, setup and teardown, loading and unloading, and shipping.
4. An exhibitor registration packet will be provided to you at your exhibit booth or table. It will contain badges for all unregistered exhibitors (if names are provided in advance). Name tags for registered exhibitors will be provided in conference registration packets.
5. Meeting session and exhibit space are located on the same floor.

FURTHER OPPORTUNITIES TO MAXIMIZE YOUR EXPOSURE:

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For more information contact Alex Magee at the Chapter Office at (850) 201-3272 or fapa@floridaplanning.org.



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City: _____ State: _____ Zip _____

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TOTAL DUE \$ _____

Method of Payment: _____

Enclosed is our check in the amount of \$ _____

Enclosed is our Purchase Order # _____

Please mail to:

APA Florida Conference 2017

Attn. Alex Magee Florida Chapter APA

2014 Delta Blvd, Suite 201

Tallahassee, FL 32303

DEADLINES

May 19, 2017 - To be included in the Preliminary Conference Brochure

August 4, 2017 - To register as a Sponsor or Exhibitor

REGISTER NOW by using this sponsorship/exhibitor registration form or contact:

Alex Magee, Phone: (850) 201-3272, Fax: (850) 386-4396, Email: fapa@floridaplanning.org

Terry Clark, Phone: (561) 346-6392, Email: terry@staffconnections.com



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from: June 27, 2017

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR THE CITY ENTRANCEWAY SIGN(S) PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, RESOLUTION NO. 2017-066



MEMORANDUM

DATE: July 25, 2017

TO: Tamara James, Mayor
William Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco Salvino, Sr., Commissioner

FROM: Robert Baldwin, City Manager

BY: Marc LaFerrier, AICP, Director of Community Development 

SUBJECT: Approval to Bid for the Entranceway Signs

Introduction and Background

This agenda item was discussed at the June 27, 2017 Commission meeting. The City Commission approved a motion to continue this item until the July 25, 2017 City Commission meeting.

Broward County (FLL) has provided the City of Dania Beach with \$250K of reimbursable funds to replace the entranceway sign at Griffin Road and US1. The City Commission engaged the services of Mr. Anthony Abbate to design an entranceway sign system for the City.

Subsequently the City Commission approved professional services for the design, engineering, project management and permitting. The project team includes: Anthony Abbate, AIA, Architect, Fred Bloetscher, Project Manager and Engineer, Cadence, Landscape Architect, and Flynn Engineering, Civil Engineer.

The scope of work for the project team involved: construction documents, permitting, project management and construction observation for the approved sign systems at three locations: 1) Griffin Road and Federal Highway/US-1; 2) West Griffin Road at I-95 (bid alternate); and 3) Dania Beach Boulevard (bid alternate). The construction documents are substantially complete and the fabrication and installation of the sign(s) are ready to go out to bid.

After bids are received, reviewed and ranked; it is anticipated that a request for the City Commission to approve a bid can be scheduled for an August/September City Commission meeting. Subsequent to the City Commission's approval of the bid, the next steps for the project involve permitting (City, County, FDOT), sign fabrication and installation of the signs and landscaping.

The funds for the design services, project management and the fabrication/construction of the Griffin Road/US1 are budgeted in Account No. 301-18-07-519-63-10 which has a remaining balance of \$161,000.00. Funds necessary to construct any additional signs would be determined with the City Commissioner's approval of the bid.

RECOMMENDATION

The City Commission approve a resolution to authorize the Administration to bid the City's Entranceway Signs.

RESOLUTION NO. 2017-066

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR THE CITY ENTRANCEWAY SIGN(S) PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 27, 2011, the City Commission adopted Ordinance No. 2011-032, which provides that all City Departments, Divisions and City staff must seek advance City Commission approval by Resolution prior to bidding by placing an item on a City Commission Agenda for formal City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City budget approved by the City Commission, when bidding would otherwise be required, which Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, Broward County will reimburse the City of Dania beach for the project expenses in an amount not to exceed Two Hundred Fifty Thousand (\$250,000.00); and

WHEREAS, on April 14, 2015 the City Commission appropriated from the General Fund Unappropriated Fund Balance Reserve Account the amount of Two Hundred Fifty Thousand Dollars (250,000.00), and these funds are to be transferred from the General Fund Account to the Capital Project Fund Account; and

WHEREAS, on February 14, 2017, the City Commission approved professional services in the amount not to exceed \$74,000.00 for the final design, engineering, landscape architecture, permitting, installation, construction and project management for the entranceway sign at Griffin Road and US 1 and final designs for two (2) additional signs as bid alternates;

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

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

Section 2. That the City Commission authorizes City administration to proceed with advertisement of the Project known as The City Entranceway Sign(s) Project.

Section 3. That a funding for this project is planned and appropriated in the Capital Project Account Number 301-18-07-519-63-10, which has a remaining balance of \$161,000.00.

Section 4. That all resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO 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 PC CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING THE CITY OF POMPANO BEACH CONTRACT WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2016-17, FOR FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO MADE WITHIN THE PUBLIC SERVICES DEPARTMENT APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

MEMO, RESOLUTION, PERMISSION TO PIGGY BACK, EXHIBIT A -CITY OF POMPANO BEACH AWARD LETTER, EXHIBIT B- CITY OF DANIA BEACH AGREEMENT WITH PC CONTROLS , CITY OF POMPANO BEACH RFP, Pompano Beach Agreement via Resolution No. 2016-290



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) 923-1109 (Fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: June 27, 2017

RE: Approval of a Resolution to utilized City of Pompano Contract for PC Controls and Permission to Exceed City's 25k Threshold for Fiscal Year 2016-2017

Introduction and Background

PC Controls, Inc. has been providing technical services, including supply of parts for the existing Water Treatment Plant for the past decade. They have also provided technical services, including supply of parts for the existing sanitary lift stations for the past (3) years. Public Services' is pleased with their services and response time.

Public Services are requesting approval of a resolution for the purchase of parts and technical services from P.C. Controls, Inc. to exceed the City's \$25,000.00 threshold under contract for repair and calibration of flow meters and related devices issued and approved by the City of Pompano Beach pursuant to Agreement RFP L-51-16 on September 14, 2016 through September 1, 2017 . The funding for this purchase shall be provided from the respective Departments' approved annual budget appropriations.

Recommendation

Staff recommends that the City Commission approves the resolution for P.C. Controls, Inc., under the terms and conditions therein and authorize the City Manager to execute the same.

RESOLUTION NO. 2017-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE CITY OF POMPANO BEACH CONTRACT WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2016-2017, FOR FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Pompano Beach and one of its vendors have given permission to the City of Dania Beach to utilize available pricing from a contract Request for Proposal (RFP) award with P.C. Controls, Inc. Agreement RFP L-51-16 via Pompano Beach Resolution No. 2016-290, which was approved on September 14, 2016 through September 1, 2017 a copy of which is attached as Exhibit "A" which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the Public Services Director has determined that it is necessary to purchase certain water treatment plant parts and technical services for the operation of the water plant; and

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

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

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

Section 2. That the proper City officials are authorized to execute an agreement with P.C. Controls, Inc. to purchase certain parts and technical services, in an amount exceeding the annual amount of the Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for Fiscal Year 2017 which Agreement is attached as Exhibit “B”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That all Department purchases from P.C. Controls, Inc. shall be subject to and made within the Department’s approved annual budget appropriations.

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

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

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

PASSED and ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



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

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

December 30, 2016

Attn: Phil Skidmore – WTP
Finance Dept

RE: Authorization Letter

To whom it may Concern:

This letter is to indicate that P.C. Controls, Inc. is authorizing the City of Dania Beach to use the terms of our contract with the City of Pompano Beach for our services. The contract is currently in effect for the period beginning September 1, 2016 through September 1, 2017. Our services and rates per the contract are provided to the City of Dania Beach and is applicable for the services and material provided to them.

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

Sincerely

Norman "Paul:" Conaway
P.C. Controls Inc



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

August 2, 2016

Norman Paul Conway, President
P.C. Controls, Inc.
132 N.E. 30th Street
Wilton Manors, Florida 33334

Via Email: pccontrolsinc@bellsouth.net

Dear Mr. Conway,

The City Commission, at their July 26, 2016 meeting, agenda item #3, approved award of a contract to your company for the following:

RFP L-51-16, Repairs and Calibration of Flow Meters and Related Devices

The City has current certificates of insurance on file for your company. Please forward updated certificates to the City as your coverage renews.

The City of Pompano Beach Utilities Department will contact you to coordinate the execution of the service contract, which is scheduled to begin on September 12, 2016.

Please call me if you have any questions at (954) 786-4098. Thank you for your cooperation in this matter. We look forward to a continued successful relationship with your company.

Sincerely,

Cassandra LeMasurier
Purchasing Supervisor

cc: Phil Hyer, Utilities Treatment Plant Superintendent
file

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND P.C. CONTROLS, INC., A FLORIDA CORPORATION, FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE CITY OF DANIA BEACH, FLORIDA WATER TREATMENT PLANT AND SEWER FACILITIES UNDER THE CITY OF POMPANO BEACH, FLORIDA AGREEMENT (RFP NO. L-51-16)

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

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

1. The agreement existing between the Contractor and the City of Pompano Beach and any amendment(s) to it, under an award by the City of Pompano Beach of a project (the agreement and related RFP No. L-51-16, copies of which are attached as Exhibit "A", and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Pompano Beach, or any city in the area for these same services, then Contractor shall provide such lower service rates to the City.
2. The goods and services to be provided to the City consist of repair and calibration of flow meters and related devices for the City of Dania Beach water treatment plant and sewer facilities.
3. The term of this Agreement shall be through and including September 1, 2017.
4. That in all other respects, the terms of the Pompano Beach agreement apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2017.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

ROBERT BALDWIN
CITY MANAGER

DATED: _____, 2017

APPROVED AS TO FORM AND
CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

CONTRACTOR:

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

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

Title

Dated: _____, 2017

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2017,
by _____, as _____ of P.C. Controls, Inc., a Florida
corporation, on behalf of the company. He/she is personally known to me or has produced _____
_____ as identification.

Notary Public, State of Florida

Print Name



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16**

**REPAIRS AND CALIBRATION OF FLOW METERS AND
RELATED DEVICES**

**RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

L-51-16

Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00 p.m. (local), July 7, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
 - Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

- H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. Term of Contract

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

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

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the

person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

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

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

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	\$	\$
Cost per hour for work completed during all other times other than above	100	\$	\$
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 -\$4,400.00)	1._____		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

7. Insurance

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

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

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

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

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:

Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
 — owned
 — hired
 — non-owned

REAL & PERSONAL PROPERTY

- comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

- | | | | |
|-----------------------|--|-------------|-------------|
| — other than umbrella | bodily injury and property damage combined | \$1,000,000 | \$1,000,000 |
|-----------------------|--|-------------|-------------|

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

- | | | | |
|--|--|-------------|-------------|
| XX * Policy to be written on a claims made basis | | \$1,000,000 | \$1,000,000 |
|--|--|-------------|-------------|

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

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

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

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

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

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

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

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

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

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

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

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

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

- a. Keep and maintain public records required by the City in order to perform the service;

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

09.19

RESOLUTION NO. 2016- 290

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

SECTION 3. This Resolution shall become effective upon passage.

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



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

Org. 19

SERVICE CONTRACT

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

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

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

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
2. Purpose. City hereby contracts with Contractor to provide the following services: Repairs, Calibration and Replacement of new and existing Flow Meters and Related Plant Instrumentation Devices upon the terms and conditions herein set forth in the advertised RFP L-51-16.
3. Scope of Work. Contractor will provide the services to be rendered as submitted and set forth in Exhibit "A", attached hereto and by reference incorporated herein and made a part hereof.
4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.
5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City with City Commission approval, shall have the option to renew this contract for three (3) additional one year periods upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.
6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.
7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement and RFP L-51-16 submittal by P.C. Controls as follows:

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

OR

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

AND

Materials Markup

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

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

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

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

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

10. Disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Public Records.

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

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

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and

specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses:

CITY OF POMPANO BEACH

Christine Kendel

By:

LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By:

DENNIS W. BEACH, CITY MANAGER

Attest:

Ascelita Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM

Mark E. Berman

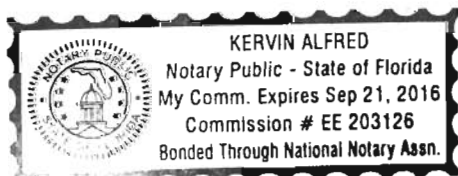
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of September, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Kervin Alfred
NOTARY PUBLIC, STATE OF FLORIDA



Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

"CONTRACTOR"

P.C. Controls Inc.

Witnesses:

[Signature]

SPRUE E. SCARUS
(Print or Type Name)

[Signature]
Javier Varquez
(Print or Type Name)

By: [Signature]

Print Name: NORMAN CONAWAY

Title: PRESIDENT/OWNER

Business License No. 68-078 9111

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of August, 2016, by Norman Conaway as President of P.C. Controls Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:



OSCAR ZELAYA
MY COMMISSION # FF 117427
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

OSCAR Zelaya
(Name of Acknowledger Typed, Printed or Stamped)

FF 117427
Commission Number

Exhibit A Proposal



Repairs & Calibration of Flow meters and Related Devices
RFP# L-51-16

Prepared by
P. C. CONTROLS, INC.
132 NE 30th Street
Wilton Manors, FL 33334

Norman Paul Conaway
954 568-9663

Submitted for your consideration 6/30/16



Table of Contents

- Letter of Transmittal
- Pompano RFQ
- Rates and Fees
- Proposal
- References
- Insurance Certificate
- Workers Compensation / Pompano Waiver
- Copies of Forms



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

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Letter of Transmittal

To whom it may concern;

In compliance with the fulfillment of the requirements of the Request for Proposal "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, P C Controls Inc would like to present the proposal entitled "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, in accordance with your instructions.

The main purpose of the attached documents is to propose rates and services we would like to provide for your city under this RFP. We feel strongly that we are an ideal candidate for this since we have provided these services on a Time and Material basis for almost a decade. This will also help reduce overhead cost by providing you a single point of contact for all related material and services to this proposed contract.

We hope that this proposal will meet your approval.

Sincerely

Norman P. Conaway
P.C. Controls, Inc.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16**

**REPAIRS AND CALIBRATION OF FLOW METERS AND
RELATED DEVICES**

**RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
L-51-16
Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00 p.m. (local), July 7, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
 - Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

- H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. Term of Contract

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

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

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the

person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

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

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

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	\$ 60.00	\$ 30,000.00
Cost per hour for work completed during all other times other than above	100	\$ 89.00	\$ 8,900.00
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 = \$4,400.00)	1. <u>2</u>		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

7. Insurance

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

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

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

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

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	
AUTOMOBILE LIABILITY:		
Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX comprehensive form		
— owned		
— hired		
— non-owned		
REAL & PERSONAL PROPERTY		
— comprehensive form	Agent must show proof they have this coverage.	
EXCESS LIABILITY		
		Per Occurrence Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000
PROFESSIONAL LIABILITY		
		Per Occurrence Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000 \$1,000,000

- (3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
- (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

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

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

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

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

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

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

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

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

c. Conflict Of Interest

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

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

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

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

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

- a. Keep and maintain public records required by the City in order to perform the service;

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Jerry Scotts Title VP / Administrator
Company (Legal Registered) P.C Controls INC
Federal Tax Identification Number 65-0789111
Address 132 NE 30th Street
City/State/Zip Wilton Manors, FL 33334
Telephone No. 954-568-9663 Fax No. 954-563-0919
Email Address pccontrolsinc@bellsouth.net



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

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Rates and Fees

These rates are reflective of PC Controls contracted rates and are lower than rates currently being provided to customers not under contract.

Labor rates are for hours between 7 am and 4 pm Monday through Friday. Please see Pompano RFQ provided table for Overtime rates, included in initialed RFQ, page 4, which is attached and part of this proposal.

Rates:	Lead Technician	\$60.00 an hour
	On occasion when site personnel is unable to assist there may be a need for a second technician to be onsite with the Lead Technician – such as confined space.	
	Technician 2	\$30.00 an hour

Note: Please be aware that PC Controls charges and minimum of 3 hours on service calls.

Material	1.2 (in no case will PC Controls charge more than this for material)
Mark-up	Freight charges will be prepaid and added to related invoices

Certification Fees:	All Transmitter Types	\$49.00 each
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Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge \$10.00 / per visit (Broward County)

Note: this fee was suspended at the beginning of 2016 fiscal year and we reserve the right to reinstate it should fuel costs increase to unacceptable levels.

Sincerely

Norman P. Conaway
P.C. Controls Inc



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

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

PROPOSAL

To whom this may concern,

We are pleased to submit our proposal for "Repair & Calibration of Flow meters and Related Devices". This proposal is provided per the scope of work detailed in RFP# L-51-16 dated June 9, 2016. It is understood that this bid is for a contact period of one (1) year and renewable for three (3) additional one (1) year contract periods with approved modifications if any.

Scope of Services

P.C. Controls, Inc (PCCI) is capable of providing you the customer (CITY) with quality repair and calibration of Flowmeters and related devices for the City of Pompano Beach Utilities Department (PBWTP). We feel that we are able to state this based on past service provided to the water plant and the familiarity with the equipment resulting from the service. PCCI can provide calibration and other related services to all types, makes and models, of Flow Meters, Level Transducers, Pressure Transmitters, Process Control Instrumentation including Remote Terminals and all data transmitting devices used in these processes at PBWTP, PB RE-USE Plant, Well fields and other field locations/operations (identified collectively as PBWTP in this proposal from this point forward).

Calibrations will be conducted and documented as needed during normal operations of PBWTP on an ongoing basis. Formally documented calibrations (Certifications) should be conducted at least annually to satisfy any obligations to monitoring agencies such as South Florida Water Management District (SFWM). Copies of certification documents are attached and made part of this document, these documents are approved documents for these monitoring agencies. This alone does not ensure that PBWTP is working properly. PCCI has instituted a "Flow Meter Accounting Method" that monitors Influent and Effluent equipment to verify that water coming into PBWTP equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from PBWTP will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event that no CITY stock is available to use as a replacement, will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with PBWTP approval. All related documentation will be provided to PBWTP.

PCCI offers to the CITY our services for PBWTP with a response time of 24 hours along with 24 hour emergency on-call services. Additionally, a report will be provided on a monthly basis to a designated party summarizing the work that was completed for PBWTP, including any items that may need further corrective action and equipment calibrations.

PCCI will provide these services at rates and markup as seen on the attached 'Rates and Fees' as well as those detailed in the provided table included in initialed RFQ, page 5, which is attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment – PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturers' equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will be not be charged.

Qualifications

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has a vast knowledge of all types of instrumentation, including Flow, Pressure, Level and pH. Our experience comes from all phases of work – Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry calibration standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart recorders or Totalizers, from stand-alone applications to a complete loop including remote operation PCCI should be your first call. PCCI not only will we be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on the equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps keep your equipment in compliance by notification when the calibrations are due and scheduling them within any needed timeframe.

P.C. Controls is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits PBWTP needs and budget. PCCI operates under the Broward County License 329-0031043 and attached certificate of competency. PCCI a Local Business is SBE certified in Broward County and a copy of that certification is attached to this bid. This along with the attached Qualification Statement and other associated proposal documents should clarify any questions regarding the Firms ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY special conditions. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law. A copy of the Exemption for the owner as well as a copy of a waiver letter that is on file at CITY currently is attached for your reference. PCCI does however provide full medical benefits to its employees. PCCI agrees to hold CITY harmless as defined in the "Indemnification" paragraphs of RFP# L-51-16 and agrees to other paragraphs not specifically addressed in this proposal but referenced in the aforementioned RFP.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a mark-up greater than that stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list price even after the mark-up is applied.

Sincerely

Norman P. Conaway
P.C. Controls Inc



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

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

REFERENCES

To whom this may concern,

We are pleased to submit our references which are current customers in the industry.

- 1.) City of Coral Springs
3800 NW 85th Ave
Coral Springs, FL 33065
Contact: Brian Heller
954 345-2162
 - 2.) Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Contact: Don Ray
561 965-4022
 - 3.) City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Contact: Phil Skidmore
954 924-6800 X3616
-



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

Certified Flow Meter Test Record

Customer: _____
Consumptive Use Permit # _____
Test Site _____ District ID# _____
Contact _____ Number _____
Meter Model _____ Serial# _____
Meter Accessories _____

Pipe Information

Material _____
Line Size _____ OD Thickness _____ WT
Transducer Spacing _____ Distance from Meter installation is _____

Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ _____ GPM
Initial Meter Reading at Calibration Start: _____ X _____ End: _____ X _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Test Meter Reading at Calibration Start: _____ 0 _____ X 1 _____ End: _____ X 1 _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Meter Tested at _____ % Accuracy Last Meter Test _____ Last Accuracy _____

Comments: Prior to calibration meter was reading _____ % of test meter – Site meter read _____ GPM and test meter read _____ GPM.

Performed By: _____ Date: _____

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature : _____



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 415-2123, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Location:
 Function:
 Technician:

Cal. Type:
 Date:
 DueDate:
 Interval:

Test Equipment Used:

Transmitter Calibration Data

Mfr: Model#: Serial#:
 Full Scale: Line Size:

Input	Measured Output (mA) (v) B A	Req'd Output (mA) (v)	Remarks

Receiver Calibration Data

Mfr: Model#: Serial#:
 Full Scale: Dial X: Chart Range:

0/ Full Scale	Signal in mA/Volt	Req. Output GPM/MGD	Indication GPM/MGD B A	Remarks
0				
25				
50				
75				
100				

Totalizer Calibration Data

Mfr: Model#: Serial#:
 Totalizer Before: Totalizer After: Counter X:

% 0/ Full Scale	Signal in mA/Volt	Req. Output Count	Act. Output Count B A	Time per Test	Remarks
50					
100					
0					

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications.
 Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature :

Weekly Flow Accounting Log

Date	Raw	=	Effluent	+	Concentrate	=	+/- Storage	=	Adjusted Effluent	% of Total Effluent

Date	Storage B	-	Storage A	=	Storage Amount	x	Factor	Gal added to Storage

Exhibit B

Insurance



CERTIFICATE OF LIABILITY INSURANCE

PCCON-C

OP ID: WM

DATE (MM/DD/YYYY)

01/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sena & Whitney Corp Office Sena & Whitney, LLC 190 Glades Rd Suite C Boca Raton, FL 33432		CONTACT NAME: PHONE (A/C, No, Ext): 561-210-8715 FAX (A/C, No): 561-210-8716 E-MAIL ADDRESS:		
INSURED P C Controls, Inc. Jerry Scaggs 132 NE 30th Street Wilton Manors, FL 33334		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nautilus Insurance Co		17370
		INSURER B: Nationwide Ins Co Of America		25453
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	NN623096	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		ACPBAZ5954885942	10/27/2015	10/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

POMPAN9 CITY OF POMPANO BEACH 1205 NE 5TH AVE. POMPANO BEACH, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: **02/27/2012** EXPIRATION DATE: **N/A**

PERSON: **NORMAN P CONAWAY**

FEIN: **650789111**

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC

132 NE 30TH ST

WILTON MANORS, FL 33334

SCOPE OF BUSINESS OR TRADE:

1- OFFICE MACH INSTALL/REPAI 5191

IMPORTANT

F O L D Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

H E R E Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.

E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/15/2014 **EXPIRATION DATE:** 12/14/2016

PERSON: SCAGGS JERRY E

FEIN: 650789111

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC

132 NE 30TH STREET

WILTON MANORS FL 33334

SCOPES OF BUSINESS OR TRADE:

OFFICE MACHINE
INSTALLATION, I

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

City of Pompano Beach, Florida
Water Treatment/Reuse Plants
1205 NE 5th Avenue, Pompano Beach, Florida 33060
p: 954.545.7018 | f: 954.545.7046

Date: February 11, 2016

PC Controls Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Dear vendor,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of the lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060. If you have any questions about this letter please telephone me at (954) 786-4098.

Very truly yours,

Lori Frund,
Office Assistant II

Vendor company name has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Vendor company name agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

WPC Controls
Signature

2-11-16
Date

Norman P. Conway / President - Owner
Name and Title (print)

APPROVED
RISK MANAGEMENT
ON 02-11-16
BY JTM

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING THE CONSTRUCTION OF SIDEWALKS AND BIKE LANES ON SOUTHWEST 40TH AVENUE BETWEEN GRIFFIN ROAD AND STIRLING ROAD, KNOW AS THE SW 40TH AVENUE MOBILITY PROJECT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

MEMO, RESOLUTION



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, PE, City Engineer

DATE: June 20, 2017

SUBJECT: Approval of a Resolution Supporting the SW 40th Avenue Mobility Project

SW 40th Avenue right of way is shared among the City of Dania Beach, the City of Hollywood and Broward County. This project proposes for the construction of bicycle lanes and sidewalks on the northbound and southbound directions of SW 40th Avenue. The total proposed bicycle and sidewalk construction is 5,818 linear feet. Average roadway widening of 4 feet in each direction will be required to accommodate bicycle lanes in both directions from Stirling Road to Griffin Road.

This project was identified by the Broward Metropolitan Planning Organization (Broward MPO) as part of the County's Transportation Improvement Plan. This project will be funded, designed, and constructed by the Florida Department of Transportation (FDOT). FDOT's funding for this project is \$1.5 million without local match.

The Broward MPO and the FDOT requires support from the City Commission to proceed with this project.

Recommendation:

Public Services' recommends support and approval for this project.

RESOLUTION NO. 2017-071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING THE CONSTRUCTION OF SIDEWALKS AND BIKE LANES ON SOUTHWEST 40TH AVENUE BETWEEN GRIFFIN ROAD AND STIRLING ROAD, KNOWN AS THE SW 40TH AVENUE MOBILITY PROJECT; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization (“MPO”) and the Florida Department of Transportation (“FDOT”) have funded a project known as the SW 40th Avenue Mobility Project; and

WHEREAS, the FDOT will be the agency responsible for funding, design and construction activities for the Project; and

WHEREAS, the FDOT requires a resolution supporting its role as the Project’s designer and construction administrator; and

WHEREAS, the City supports the Project and desires to pursue the Project in partnership with the Broward MPO and the FDOT; and

WHEREAS, the City, as part owner of SW 40th Avenue right-of-way, is committed to this development effort; and

WHEREAS, this Project will further the goal of the City to support development, design and construct sustainable, multi-modal transportation facilities throughout the City, to meet the demands of residents, travelers, businesses, and the community at large;

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 supports the FDOT’s SW 40th Avenue Mobility Project, to improve conditions for road users, bicyclists and pedestrians.

Section 3. That the City supports the FDOT as the Project designer and construction administrator.

Section 4. That funding for this Project was planned for and appropriated by FDOT without local match.

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 July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT AND VARIOUS DEPARTMENTS TO PURCHASE ITEMS FOR REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS FROM HOME DEPOT, UTILIZING THE MARICOPA COUNTY, ARIZONA GOVERNMENT PURCHASING ALLIANCE CONTRACT NO.16154 (RFP AGREEMENT) FOR FISCAL YEAR 2016-2017, ENDING SEPTEMBER 30, 2017, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

MEMO, RESOLUTION, EXHIBIT A-MARICOPA COUNTY CONTRACT-HOME DEPOT



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: June 27, 2017

SUBJECT: Approval of a Resolution to Utilize the Home Depot under the Maricopa County Government Purchasing Alliance Contract No.16154 RFP and to exceed the City's \$25,000 Threshold

Public Services Department is requesting City Commission approval to use Home Depot under the Maricopa County Contract No. 16154 RFP and to exceed the City's \$25,000.00 annual vendor threshold to be utilized to purchases items for repair, operating supplies, industrial supplies, and related supplies.

The Public Services Department and various departments may need items for repair and operating supplies which is necessary during the course of a year.

Maricopa County Contract No. 16154 RFP, under the US Communities Government Purchasing Alliance was awarded to The Home Depot on January 11, 2017, effective through December 31, 2021.

Public Services Department anticipates exceeding the \$25,000.00 threshold for a single vendor therefore, requires City Commission approval.

Recommendation:

Public Services recommend an approval of a Resolution to exceed the City's \$25,000 limit to a single vendor and utilize the Maricopa County Contract No. 16154 RFP, under the US Communities Government Purchasing Alliance with Home Depot. The use of this contractor will be citywide.

RESOLUTION NO. 2017-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT AND VARIOUS DEPARTMENTS TO PURCHASE ITEMS FOR REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS FROM HOME DEPOT, UTILIZING THE MARICOPA COUNTY, ARIZONA GOVERNMENT PURCHASING ALLIANCE CONTRACT NO.16154 (RFP AGREEMENT) FOR FISCAL YEAR 2016-2017, ENDING SEPTEMBER 30, 2017, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department and various City departments will purchase maintenance, repair and operating supplies, industrial supplies and related products from Home Depot during the fiscal year, which items for various services may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City threshold for a single vendor and, therefore, City Commission approval is required; and

WHEREAS, the Public Services Department has determined that such purchases can be obtained at the least cost to the City, without competitive bidding and without advertisements for bids from Home Depot under the Maricopa County, Arizona Contract No.16154 RFP which is attached as Exhibit "A"; and

WHEREAS, the Public Services Department is seeking approval to exceed Twenty Five Thousand Dollars (\$25,000.00) for any necessary future services for Fiscal Year 2016-2017

provided funding is available and appropriated in the current budget year and made in accordance with the City of Dania Beach Purchasing Policy for each fiscal year;

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

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

Section 2. That the City Commission authorizes the purchase of supplies and related products from Home Depot under the Maricopa County, Arizona Contract No.16154 which is attached as Exhibit “A”.

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

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

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

PASSED and ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES
(U.S. Communities) Contract - Home Depot U.S.A., Inc.**

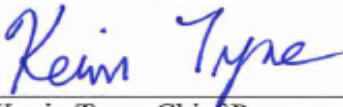
DATE OF LAST REVISION: January 11, 2017 CONTRACT END DATE: December 31, 2021

CONTRACT PERIOD THROUGH DECEMBER 31, 2021

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL
SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, 2021.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.
- 3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):
 - 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number or
 - County purchase order number
 - Invoice number and date
 - Payment terms

- Date of service or delivery
 - Quantity (number of days or weeks)
 - Contract Item number(s)
 - Description of Purchase (product or services)
 - Pricing per unit of purchase
 - Freight (if applicable)
 - Extended price
 - Mileage w/rate (if applicable)
 - Arrival and completion time (if applicable)
 - Total Amount Due
- 3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)
- Company name, address and contact
 - County bill-to name and contact information
 - Building Name and Building Number
 - Contract Serial Number or
 - County purchase order number
 - Maximo (FMD) service call number
 - Invoice number and date
 - Date of service or delivery
 - Description of Purchase (services performed)
 - Pricing per unit of purchase
 - Extended price
 - Arrival and completion time
 - Total Amount Due
- 3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

- 3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

- 3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.
- 3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statutes, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

- 3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the

concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and

attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million (\$100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and

an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, **CONTRACTOR**, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work

is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

- 6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)
- 6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor
- 6.3.1.1 A Performance Bond equal to the full Contract amount (\$_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.
- 6.3.1.2 A Payment Bond equal to the full contract amount (\$_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.
- 6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.
- 6.4 FORCE MAJEURE
- 6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.
- 6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

- 6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
- 6.5.3 **DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT**

6.6 INSPECTION OF SERVICES:

- 6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

- 6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the

delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.12.2 Make progress, so as to endanger performance of this contract; or
- 6.12.3 Perform any of the other provisions of this contract.
- 6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

- 6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

- 6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.22 ISRAEL BOYCOTT:

By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

- 6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
- 6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 6.27.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information, by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.36.1 Exhibit A, Pricing;

6.36.2 Exhibit B, Scope of Work;

6.36.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, GA. 30339
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business

PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339

ADDRESS

1-4-2017

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:

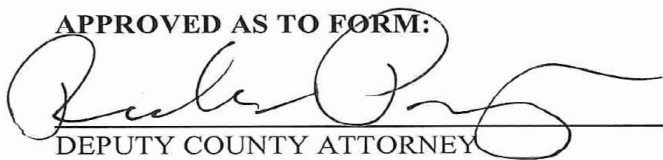


CLERK OF THE BOARD *allm*

JAN 17 2017

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

Jan 12, 2017

DATE

EXHIBIT A

PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road
	Atlanta, GA 30339
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com
	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	
	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	
	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate			
	· At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate			
	· Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate			
1.2	Pro Rewards Paint Program			
	Level	Discount %	Minimum Annual Spend on Paint	
	Gold	20%	\$ 7,500	
	Silver	15%	\$ 4,000	
	Bronze	10%	\$ 2,000	
1.3	Volume Pricing Program			
	For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**1.1 INTRODUCTION, BACKGROUND AND INTENT:
MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation) – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services) – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication,

hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
 - 2.2.7.4.1 National Employee Database
 - 2.2.7.4.2 SSN Verification
 - 2.2.7.4.3 National Criminal Database Check
 - 2.2.7.4.4 Two County Search
 - 2.2.7.4.5 Sex Offender Search
 - 2.2.7.4.6 Annual Review (National Criminal Database)
 - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
 - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS

Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES

Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES

Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.

2.3.8 CATEGORY 8: MOTORS/PUMPS

Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS

All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING

Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES

Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE

Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE

Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS

All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)

2.4.2.2 Internet (Homedepot.com)

2.4.2.3 Other eProcurement options

2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars

2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes

2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number

2.10.4.2 Contractor’s name and address

2.10.4.3 Participating Public Agency’s name and address

2.10.4.4 Participating Public Agency’s purchase order number

2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C
FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or, Sunday.
- 1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

- 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall strive to respond on-site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.
- 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ
- 3.5 Only one trip charge may be charged per service call.
- 3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

- 4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:
 - 4.4.1 Shirt/blouse
 - 4.4.2 Vest
 - 4.4.3 Cap
 - 4.4.4 Badging that identifies the business they work for
- 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
- 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.
- 5.0 **BUILDING SECURITY (KEYS):**
 - 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
 - 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
 - 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
 - 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.**SALVAGE:**

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 – or to the address that was used in establishing the associated Home Depot Account.

- 7.1 Company name, address and contact information
- 7.2 County bill-to name and contact/requestor information
- 7.3 Building Name and Building Number
- 7.4 County purchase order number
- 7.5 County contract number
- 7.6 Maximo (FMD) service call number
- 7.7 Invoice number and date
- 7.8 Date of service or delivery
- 7.9 Description of Purchase (services performed)
- 7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 7.12 Arrival and completion time
- 7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 7.14 Payment Terms
For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

HOME DEPOT U.S.A., INC., 2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending December 31, 2021.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TWO (2)YEAR RENEWAL OF THE EXISTING AGREEMENT WITH REGIONS SECURITY SERVICES, INC., FOR SECURITY STAFFING SERVICES FOR VARIOUS PARKING FACILITIES AND ADDITIONAL SECURITY SERVICES THROUGHOUT THE CITY WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Resolution, First Amendment Agreement



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: July 25, 2017

RE: Resolution to Approve a Two (2) Year Renewal Agreement with Regions Security Services

On May 24, 2016, the City Commission awarded a bid authorizing the City Manager to execute an agreement with Regions Security to provide security services at City Hall, the Library, the Parking Garage, and the Nyberg Swanson House in an amount not to exceed \$50,000.00. Additional Services were requested by the City's Management team to have security services during staff working hours at City Hall. The City Commission approved and adopted a First Amendment Agreement by Resolution 2016-108 on August 23, 2016 to provide additional services to include an additional cost not to exceed \$50,000.00.

The City is pleased with the services provided by Regions Security Services.

The terms of the Regions Security Services Agreement are July 20, 2016 through July 20, 2017. The First Amendment of the Agreement provides for two (2) optional two (2) year renewals. The Public Services Department and Regions Security are both desirous and willing to continue the services agreement with no increase in cost.

Public Services are seeking approval to enter into a (2) two-year renewal agreement with Regions Security for approval not to exceed amount of \$100,000.00 per fiscal year. Funding is planned and appropriated in the annual budget and will be funded in the General Administration Contractual Services Account 001-18-00-519-34-10 in the amount of \$50,000.00 and the Parking Fund Contractual Services Account 404-45-03-545-34-10 in the amount of \$50,000.00.

Recommendation

Staff recommends approval to enter into the first renewal option with Regions Security for a period of two (2) years in an amount not to exceed \$100,000.00

RESOLUTION NO. 2017-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH REGIONS SECURITY SERVICES, INC., FOR SECURITY STAFFING SERVICES FOR VARIOUS PARKING FACILITIES AND ADDITIONAL SECURITY SERVICES THROUGHOUT THE CITY, WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids to provide security staffing services on November 11, 2015; and

WHEREAS, the City awarded a contract for the services to Regions Security Services, Inc. on May 24, 2016 by Resolution 2016-065 at a maximum annual cost of Fifty Thousand Dollars (\$50,000.00), with an agreement effective July 20, 2016 through July 20, 2017; and

WHEREAS, Resolution 2016-108 approved an amendment for additional services and funds in the amount of Fifty Thousand Dollars (\$50,000.00) to add security services for City Hall during working hours; the First Amendment to the Agreement further amended the original term of the agreement to provide for a one (1) year term with an option of the City to renew for two (2) additional two-year periods; and

WHEREAS, Regions Security Services, Inc. desires and is willing to continue the services agreement and exercise the first two (2) year renewal option with no increase in cost; and

WHEREAS, the City Administration recommends the existing agreement with Regions Security Services, Inc. be extended for a period of two (2) years to provide Security Staffing Services at an annual amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per year, reflecting no increase to the present annual maximum service cost;

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

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

Section 2. That the proper City officials are authorized to execute a two (2) year Renewal of an existing Agreement with Regions Security Services, Inc., for Security Staffing Services subject to an annual maximum billing amount not to exceed One Hundred Thousand Dollars (\$100,000.00) per year, which Renewal is attached as Exhibit “A”, and is made a part of and incorporated into this Resolution by this reference.

Section 3. That costs of the Agreement are planned and appropriated in General Services Administration Contractual Services Account Number 001-18-00-519-34-10 in the amount of Fifty Thousand (\$50,000.00) and Fifty Thousand (\$50,000.00) from the Parking Fund Contractual Services Account Number 404-45-03-545-34-10.

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

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

PASSED AND ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**FIRST TWO-YEAR RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH,
FLORIDA, AND REGIONS SECURITY, INC., A FLORIDA CORPORATION**

This is a First Renewal of an Agreement (the “Renewal”), which Agreement dated July 20, 2016 (the “Agreement”) exists between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and Regions Security Services, Inc., a Florida corporation (the “Contractor”), with its principal place of business located at 7925 NW 12th Street, Suite 306, Doral, Florida 33126 for providing security services at various City facilities. A copy of the existing Agreement, dated July 20, 2016 and the First Amendment to the Agreement, dated September 7, 2016, are attached as composite Exhibit “A”, which is made a part of and incorporated into this Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) two (2) year period up to and including July 20, 2019.

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

1. That the existing Agreement that was executed on July 20, 2016, is renewed and it shall remain in effect up to and including July 20, 2019.
2. That the terms and conditions of the Agreement dated July 20, 2016, along with the first Amendment to the Agreement dated September 7, 2016, will remain the same throughout the term of this Renewal of it.
3. The cost of the first two (2) year renewal is a total cost not to exceed One Hundred Thousand Dollars (\$100,000.00) per year.
4. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2017.

CITY:

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

LOUISE STILSON, CMC
CITY CLERK

ROBERT BALDWIN
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

**REGIONS SECURITY SERVICES, INC.
a Florida Corporation**

ATTEST:

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

Title

STATE OF FLORIDA
COUNTY OF _____

BEFORE me on _____, 2017, personally appeared _____, as _____ of Regions Security Services, Inc., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.

NOTARY PUBLIC
State of Florida

My Commission Expires:

**FIRST AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF
DANIA BEACH AND REGIONS SECURITY SERVICES, INC.**

This is an Amendment (the "Amendment") to an Agreement (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Regions Security Services, Inc., a Florida corporation (the "Contractor"). A copy of the Agreement is attached as Exhibit "A", and is made a part of and is incorporated into this Amendment by this reference.

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

1. That the Contractor will provide to the City an armed security guard, located at City Hall, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, at an additional cost of Eighteen Dollars and Fifty Cents (\$18.50) per hour up to forty hours and Twenty Seven Dollars and Seventy-Five Cents (\$27.75) per hour in excess of forty hours. Exact schedule and costs may vary according to security needs, usage and hours of operation of the City. The additional security services shall not exceed an amount of Fifty Thousand Dollars (\$50,000.00) per contract year.

2. That paragraph 2.2 of the Agreement as it relates to the term of the Agreement shall now read "The term of this Agreement shall be for one (1) year with an option of the City to renew for two (2) additional two-year periods.

3. That in all other respects, the Agreement is ratified and reaffirmed, and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of SEPTEMBER 7, 2016.

ATTEST:



LOUISE STILSON, CMC
CITY CLERK

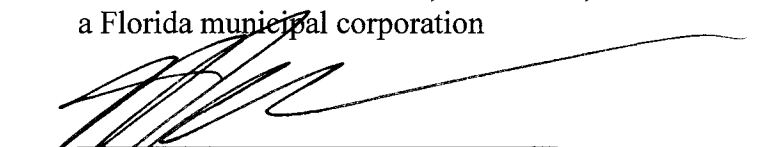
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



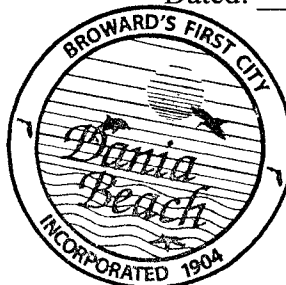
THOMAS J. ANSBRO
CITY ATTORNEY

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


MARCO A. SALVINO, SR.
MAYOR

Dated: 9-7-16



CONTRACTOR:

**REGIONS SECURITY SERVICES, INC.
a Florida Corporation**

WITNESSES:

[Signature]
Signature

David Rodriguez
PRINT Name

[Signature]
Signature

Victor Guen
PRINT Name

[Signature]
Signature

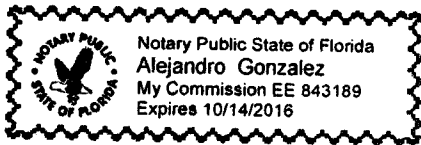
CARLOS RIVERA, JR.
PRINT Name

PRESIDENT & CEO
Title

STATE OF FLORIDA

COUNTY OF Miami-Dade

BEFORE me on August 29th, 2016, personally appeared Carlos Rivera Jr., as CEO & President of Regions Security Services, Inc., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.



[Signature]
NOTARY PUBLIC
State of Florida

Commission Expires:

AGREEMENT

This is an Agreement ("Agreement") dated JULY 20, 2016, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Regions Security Services, Inc., a Florida corporation (the "Contractor"), with its principal place of business located at 7925 NW 12th Street, Suite 306, Doral, Florida 33126.

In consideration of the mutual terms, conditions, promises and covenants set forth in this Agreement, the sufficiency and receipt of which are acknowledged and agreed upon, City and Contractor agree as follows:

ARTICLE 1.0 **SERVICES AND RESPONSIBILITIES**

1.1 The Contractor's responsibility under this Agreement is for security services for various City facilities at locations within the City, as further described in the Scope of Services in Exhibit "A", a copy of which is attached to and incorporated into this Agreement by this reference. The cost for such services shall not exceed an amount of Fifty Thousand Dollars (\$50,000.00) per year. All documents pertaining to the Request for Qualifications (RFQ) are incorporated by this reference within this Agreement.

1.2 Contractor agrees to do everything required by this Agreement and to comply with any and all other provisions in the documents and items incorporated by reference into this Agreement.

1.3 Contractor agrees that all services performed under this Agreement shall be done in a professional manner, and that the Contractor's efforts will produce quality results.

1.4 Contractor represents to City with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, and that Contractor has the expertise, experience and work force sufficient to timely perform the services to be provided pursuant to the terms of this Agreement, and the terms of the Request for Qualifications ("RFQ") Number 15-019, and the Contractor's response to the RFQ, both of which are made a part of and incorporated into this Agreement by these references.

1.5 Contractor represents to City that Contractor is properly licensed by all applicable federal, state and local agencies to provide the services specified under this Agreement. If any of the Contractor's licenses are revoked, suspended or terminated for any reason by any governmental agency, Contractor shall notify the City immediately.

1.6 Contractor guarantees all services and shall immediately correct any defects or deficiencies which may appear upon written notification by the City.

ARTICLE 2.0 **TERMS AND CONDITIONS**

2.1 Contractor shall begin to perform the services for the City upon the execution of this Agreement by the parties.

2.2 The term of this Agreement shall be for a one (1) year period.

2.3 In the event the services are scheduled to end, either by contract expiration or by termination by the City (at the City's discretion), the Contractor shall continue the services if requested by the City, until new services can begin with a new Contractor. At no time shall this transitional period extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The current Contractor will be reimbursed for the services at the rate in effect when this transitional period clause is invoked by the City.

2.4 This Agreement may be terminated by City if Contractor fails to perform the required services upon the City's sole and reasonable approval, after City sends written notice of any deficiency to Contractor and Contractor does not cure such deficiency within seven (7) days from the date of such notice. In such event, the Contractor shall be paid compensation for completed services accepted by the City, if such services meet the City's sole and reasonable approval, which approval will not be unreasonably withheld. In the event that the Contractor abandons any required services specified in this Agreement or causes it to be terminated, Contractor shall indemnify the City against any loss pertaining to its abandonment up to a maximum of the amount to be paid under this Agreement. All documents and reports prepared by Contractor shall become the property of City, and such documents shall be delivered by Contractor to City before payment, if any, is made to Contractor by City.

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

ARTICLE 3.0 **COMPENSATION AND METHOD OF PAYMENT**

3.1 The Contractor will be compensated on a monthly basis.

3.2 Payment will be made to Contractor at:

Regions Security Services, Inc.
Attn: Carlos Rivero, Jr., President
7925 NW 12th Street, Suite 306
Doral, Florida 33126

ARTICLE 4.0
CHANGES IN SCOPE OF WORK

4.1 City or Contractor may request changes that increase, decrease or otherwise modify the services, as described in this Agreement. These changes may affect the compensation, and, if so, they must be described in a written amendment of this Agreement, executed by the parties, prior to any deviation from the terms of this Agreement. In no event will Contractor deviate or permit deviation from the services described in this Agreement without City's advance written consent.

ARTICLE 5.0
PROTECTION OF CITY'S PROPERTY

5.1 At all times during the performance of this Agreement, the Contractor shall protect the City's property and the property of others from all damage whatsoever on account of Contractor's performance of the required services.

ARTICLE 6.0
INDEMNIFICATION

6.1 The 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 from, 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 or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

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

(c) liens, claims, actions made by the Contractor or its subcontractors or other party performing the services;

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement, or in an attempt to collect monies due or claimed to be due to the City.

ARTICLE 7.0
INSURANCE

7.1 The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article, 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.

The following are requirements that must be met regarding the Contractor's delivery of Certificates of Insurance for all coverages required in the Agreement:

7.2 Official Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City.

7.3 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.

7.4 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 (IF APPROVED IN ADVANCE IN WRITING BY THE CITY) 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.**

INSURANCE REQUIREMENTS

7.5 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 and 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.

7.6 **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 Two Million Dollars (\$2,000,000.00) per occurrence, and Four Million Dollars (\$4,000,000.00) annual aggregate.

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

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is named as "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;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.7 **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.

In the case any work is sublet (if approved in advance in writing by City), 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 and One Million Dollars (\$1,000,000.00) employers' liability limits Part B.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: 1) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE

COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

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

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

7.7 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.

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

- "The City of Dania Beach" is named as "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

ARTICLE 8.0
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. Contractor agrees that it is not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act, minimum wages' laws and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Florida Workers' Compensation Act, and the Florida unemployment insurance law. The Contractor shall retain sole and absolute discretion and exercise its judgment as to the manner and means of carrying out Contractor's activities and responsibilities toward completion of the services. Administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this Agreement. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of experience necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to, unpaid minimum wages, overtime premiums or both.

ARTICLE 9.0
DEFAULT OF AGREEMENT AND REMEDIES

9.1 In case of any default by Contractor, the City shall notify the Contractor, in writing, of such default and direct Contractor to comply with all provisions of the Agreement. If Contractor does not timely cure such default of the date after notice was sent by City, City may declare a default of this Agreement and may notify the Contractor of such declaration of default, in writing, and terminate the Agreement.

ARTICLE 10.0
BANKRUPTCY

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

ARTICLE 11.0
DISPUTE RESOLUTION

11.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. 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. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

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

ARTICLE 12.0
PUBLIC RECORDS LAW

12.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

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

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

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

12.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records:	LOUISE STILSON, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	lstilson@ci.dania-beach.fl.us

ARTICLE 13.0
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Further, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply to this Agreement due to the joint contributions to it of both parties.

13.2 Signature of this Agreement by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the signing of the Agreement of the parties, and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

13.3 Assignments, Subcontracts and Amendments. This Agreement, and any interests in it, shall not in whole or in part be assigned, subcontracted, transferred in any way or otherwise encumbered, under any circumstances by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of or controlling interest in Contractor shall constitute an assignment which requires City approval. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Contractor and City may, in its discretion, cancel this Agreement and all rights of Contractor under this Agreement will terminate.

It is further agreed upon that no modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties.

13.4 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, in its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.5 Notice. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended. The addresses for the giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective persons and places for the giving of notice:

City: Robert Baldwin, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Copies to: Thomas J. Ansbro, City Attorney
City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Contractor: Regions Security Services, Inc.
Attn: Carlos Rivero, Jr., President
7925 NW 12th Street, Suite 306
Doral, Florida 33126

13.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

13.7 Headings. Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

13.9 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

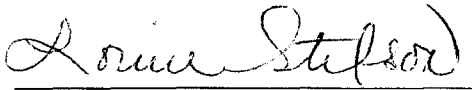
13.10 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

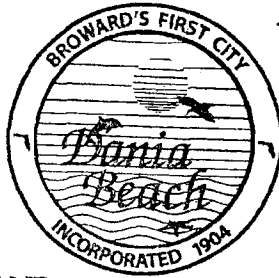
13.11 Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

13.12 Conflict. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

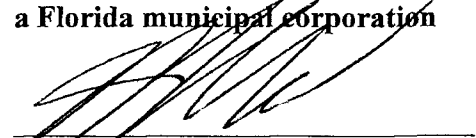
IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:


LOUISE STILSON, CMC
CITY CLERK

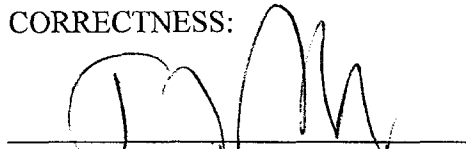


CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


MARCO A. SALVINO
MAYOR


ROBERT BALDWIN
CITY MANAGER

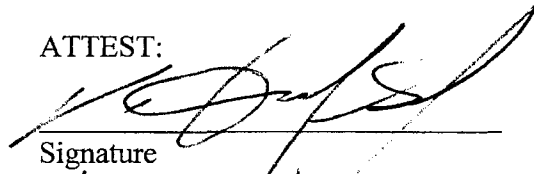
APPROVED FOR FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

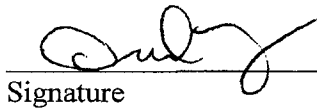
REGIONS SECURITY SERVICES, INC.
a Florida Corporation

ATTEST:


Signature

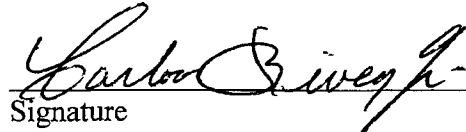
VICTOR Guembaes

PRINT Name


Signature

DAVID RODRIGUEZ

PRINT Name


Signature

CARLOS RIVERO, JR.

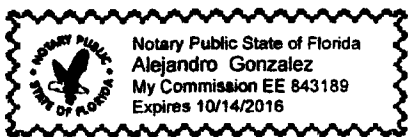
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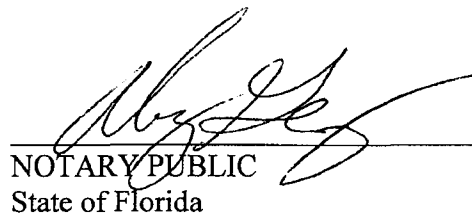
PRESIDENT & CEO
Title

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE me on JUNE 24, 2016, personally appeared CARLOS RIVERO, as CEO of Regions Security Services, Inc., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced DRIVER LICENSE as identification.




NOTARY PUBLIC
State of Florida

My Commission Expires: 10/14/2016

EXHIBIT "A"

SCOPE OF SERVICES

Security services at various properties with locations within the City of Dania Beach, Florida.

1. The hours will be as follows:
 - a. eight (8) hours per day Monday through Friday, and
 - b. seven (7) days per week in the evenings; hours may vary during the days and in the evenings.
2. The properties for which services are to be provided are as follows:
 1. City Hall, 100 West Dania Beach Boulevard;
 2. Paul DeMaio Library, adjacent to City Hall;
 3. Municipal Parking Garage site, adjacent to City Hall; and
 4. Nyberg-Swanson House (City's Parks and Recreation Administrative Building) located directly across from City Hall on the north side of West Dania Beach Boulevard.
3. Services shall also include the following:
 - a. weekly reports as requested or needed by City staff;
 - b. electronic verification of patrols;
 - c. minor assistance in customer service; and
 - d. bring to the attention of the Community Development Director any maintenance issues on any secured properties.
 - e. Perform policing of areas for litter removal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Just Insurance Brokers 1200 NW 78th Ave, Suite 105 Miami FL 32126		CONTACT NAME: Susan Camacho PHONE (A/C, No, Ext): (305) 418-4701 FAX (A/C, No): (305) 418-4706 E-MAIL ADDRESS: scamacho@jibfl.net	
INSURED Regions Security Services, Inc. 7925 NW 12 Street Suite 306 and 109 Doral, FL 33126		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Progressive Commercial Auto INSURER C: Arch Insurance Company INSURER D: Arch Insurance Company INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

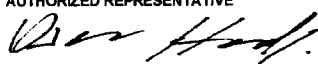
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC	Y	Y	BSPKG0219405	04/16/2016	04/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			04706230	05/13/2016	05/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			BSFXS0028500	04/30/2016	04/30/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		28WC00046003	06/01/2016	06/01/2017	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors and Omissions	Y	Y	BSPKG0219405	04/16/2016	04/16/2017	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Dania Beach has been named as Additional Insured and Waiver of Subrogation.

CERTIFICATE HOLDER**CANCELLATION**

The City of Dania Beach 100 West Dania Beach Boulevard, Dania Beach, FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2010/05)

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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REDUCING THE NUMBER OF MEMBERS ON THE AIRPORT ADVISORY BOARD FROM THE CURRENT NUMBER OF FIFTEEN (15) MEMBERS TO THE ORIGINAL INTENDED NUMBER OF TEN (10) MEMBERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Resolution



City of Dania Beach

City Attorney's Office

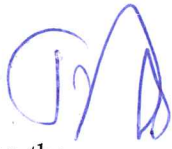
100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) - 923-1109 (fax)

MEMORANDUM

Date: July 25, 2017

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager
Marc LaFerrier, Director of Community Development Department
Louise Stilson, City Clerk

From: Thomas J. Ansbro, City Attorney 

Subject: Reduction of Members to Serve on the
Airport Advisory Board

Based on the discussions that took place at the Commission meetings held on May 23 and June 13, 2017, it was decided that the current membership of the Airport Advisory Board should be reduced from fifteen (15) members to ten (10) members.

Attached is a Resolution that will reduce the Board membership to ten (10) members. This is ready for Commission approval.

TJA/law

RESOLUTION NO. 2017-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REDUCING THE NUMBER OF MEMBERS ON THE AIRPORT ADVISORY BOARD FROM THE CURRENT NUMBER OF FIFTEEN (15) MEMBERS TO THE ORIGINAL INTENDED NUMBER OF TEN (10) MEMBERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 14, 1987, pursuant to Resolution No. 20-87, the Airport Advisory Board (the “AAB”) was created and ten (10) members were to be appointed; and

WHEREAS, the City Commission has recently expressed the desire to reduce the current number of members from fifteen (15) to ten (10) (at some point, Board membership was increased to fifteen (15) members but there are no records indicating when such an increase in membership was authorized);

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

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

Section 2. That the City Commission ratifies and confirms that the membership of the Airport Advisory Board consists of ten (10) members; each Commissioner is authorized to appoint two (2) members.

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

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

PASSED AND ADOPTED on July 25, 2017.
ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

AUTHORIZING A ONE YEAR EXTENSION OF AN EXISTING AGREEMENT WITH H.D. SUPPLY INC. TO MEET THE CITY'S WATER METER PURCHASING NEEDS; AUTHORIZING THE CITY MANAGER TO PURCHASE WATER METERS AT SPECIFIED COSTS WITH THE COMPANY IN AN ANNUAL AMOUNT EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS FOR PURCHASE OF WATER METERS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - HD Supply, Resolution, HD Supply Renewal Letter



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

TO: Robert Baldwin, City Manager

VIA: Colin Donnelly, Assistant City Manager

FROM: Nicki Satterfield, Finance Director Memo: DFA-17-026

DATE: July 25, 2017

SUBJECT: HD Supply Contract Renewal-Water Meter Purchasing

In September 2014, the City competitively bid the purchase of water meters for the City of Dania Beach. At that time, the City determined it is in the best interest to standardize water meters throughout the City and chose to utilize Badger meters for up to 2" and Omni meters for 2" or greater. The City Commission via Resolution 2014-090 awarded the Omni meter contract to HD Supply for its annual water meter purchases for sizes 2" and above.

The agreement with HD Supply expires September 22, 2017. The RFP provided for three additional one (1) year renewals. The City and HD Supply mutually agree to renew the contract for an additional one (1) year period under the same terms and conditions.

Funding for water meter purchases are planned and appropriated each year in the City's annual budget in the Water Fund Distribution and Repair Maintenance Account Number 401-17-05-533-46-70.

The attached resolution authorizes the City to utilize the pricing available with HD Supply, and renews the existing agreement for an additional one (1) year period and authorizes the City to exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) for each fiscal year the contract is in place subject to annual budget and appropriations each year.

Staff recommends Commission approval of the resolution and agreement.

RESOLUTION NO. 2017-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A ONE YEAR EXTENSION OF AN EXISTING AGREEMENT WITH H.D. SUPPLY INC. TO MEET THE CITY'S WATER METER PURCHASING NEEDS; AUTHORIZING THE CITY MANAGER TO PURCHASE WATER METERS AT SPECIFIED COSTS WITH THE COMPANY IN AN ANNUAL AMOUNT EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS FOR PURCHASE OF WATER METERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City competitively bid for the supply and delivery of water meters for use in residential and commercial buildings within the City as part of a City-wide meter replacement program in June, 2014; and

WHEREAS, the City determined it is in the City's best interest to standardize water meters throughout the City and chose to utilize Badger meters and Omni meters; and

WHEREAS, the meter replacement program is ongoing and the City is seeking to utilize the same types of meters throughout the City; and

WHEREAS, the City Commission approved Resolution 2014-090 on September 23, 2014 authorizing purchase of water meters from H.D Supply for an initial period of three years based on the recommendation of the Bid Committee which included Public Services Department staff; and

WHEREAS, the agreement with H.D Supply, Inc. expires on September 23, 2017 and the City seeks to renew the contract for the first of three (3) additional one (1) year terms as described in the Agreement; and

WHEREAS, the supplier, while not sole source, has exclusive distributing rights in the State of Florida and Southeast United States and therefore offers more competitive pricing than third party vendors;

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

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

Section 2. That the City Commission authorizes the City Manager to purchase water meters from H.D. Supply, Inc. and authorizes the proper City officials to execute an Agreement, a copy of which is attached as Exhibit “A” and made a part of and is incorporated into this Resolution by this reference, in an amount that will exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) each fiscal year; provided, however, that no Agreement will become effective unless and until City officials complete their execution of it.

Section 3. That funding of the purchase of water meters shall be made from the City’s planned and appropriated funding from the Water Fund Distribution Repair and Maintenance Utility Account Number 401-17-05-533-46-70, which will exceed an annual vendor threshold of \$25,000.00.

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

Section 5. That all Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH,
FLORIDA, AND HD SUPPLY WATERWORKS GROUP, INC., A FOREIGN
CORPORATION AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA**

This is a First Renewal of an Agreement (the "Renewal"), which Agreement dated September 23, 2014 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and HD Supply Waterworks Group, Inc., a foreign corporation authorized to conduct business in Florida (the "Contractor") with its principal place of business located at 3100 Cumberland Boulevard, Suite 1700, Atlanta, Georgia 30389, to supply water meters to the City.

The City and Contractor wish to renew the Agreement for one (1) years up to and including September 23, 2018.

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

1. That the Agreement is renewed and it shall remain in effect up to and including September 23, 2018.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2017.

CITY:

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

LOUISE STILSON, CMC
CITY CLERK

ROBERT BALDWIN
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

HD SUPPLY WATERWORKS GROUP,
INC., a foreign corporation authorized to
conduct business in Florida.

ATTEST:

Signature

PRINT Name

Signature

PRINT Name

TITLE

STATE OF _____

COUNTY OF _____

BEFORE me on _____, 2017, personally appeared _____,
as _____ of HD Supply Waterworks Group, Inc., a foreign corporation
authorized to conduct business in Florida, who acknowledged execution of the foregoing Renewal
of the Agreement for the use and purposes mentioned in it, and that the instrument is the sole act
and deed of the Contractor. Such person is personally known to me or has produced
_____, as identification.

NOTARY PUBLIC
State of Florida

PRINT Name of Notary

My Commission Expires:



6/8/17

HD Supply Inc.
4310 NW 10TH Ave
Oakland Park FL 33309

CITY OF DANIA BEACH, FLORIDA
FOR WATER METER ANNUAL SUPPLY CONTRACT
City Invitation to Bid No. 14-009

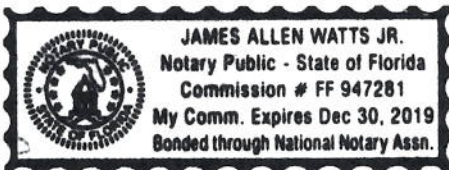
HD Supply is pleased to extend Bid No. 14-009 for a period of one year. All prices and terms remain as per the original contract.

Lynn M. Ronska

SIGNATURE

June 8, 2017

Date



STATE OF FLORIDA)

COUNTY OF Broward)

Signature of Notary Public

James Allen Watts, Jr.

PRINTED Name of Notary

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

AUTHORIZING AND RATIFYING THE EXPENDITURE OF FUNDS FOR SERVICES RELATED TO ENVIRONMENTAL PERMITS AND PROFESSIONAL SERVICES PROVIDED BY THE CHAPPELL GROUP, INC. FOR FISCAL YEAR 2016-2017 ENDING SEPTEMBER 30, 2017, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)

Purchasing Requests ONLY

Dept: Parks and Recreation	Acct #: 406-72-09-575-31-10	Amt: \$7,350.00
----------------------------	-----------------------------	-----------------

Fund: Marina Fund

Fiscal Impact/Cost Summary

Authorize and ratify expenses in the amount of Seven Thousand Three Hundred Fifty Dollars (\$7,350.00) which shall be appropriated and transferred from the Marina Contingency Fund, Account #406-72-09-575-99-10 to the Marina Professional Services Account #406-72-09-575-31-10 leaving a remaining balance of Seventy Three Thousand Four Hundred Fifty Three Dollars (\$73,453.00) in contingency funds.

Exhibits Attached

Memo to Commission, Memo to City Manager, Resolution, TCG Proposal No. 2017.113



City of Dania Beach

Parks and Recreation

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) - 923-6813 (fax)

MEMORANDUM

TO: Honorable Mayor & Commissioners

THROUGH: Robert Baldwin, City Manager

FROM: Mark Felicetty, Director

DATE: June 21, 2017

SUBJECT: Seagrass Benthic Resource Survey at the Marina

In April 2017, the Chappell Group was engaged to perform a Seagrass Benthic Resource Survey at the Marina in the amount of \$2,831.82.

Additional work in the amount of \$23,566.82 was approved by Resolution 2017-047 for professional services to prepare environmental resource permits needed for dredging of the northern marina basin, as the total amount payable to the Chappell Group would then exceed the City Procurement Policy's \$25,000.00 threshold.

At this point, it has been determined that an additional bathymetric survey must be performed. The proposed cost is \$2,350.00.

As the first Commission meeting in July was cancelled and proceeding with the study in a timely manner is of utmost importance, Parks and Recreation sought approval from the City Manager's office to proceed with this study and is now bringing forth this resolution to ratify the expenditure of funds. Parks and Recreation recommends a transfer from contingency in the amount of \$7,500.00. Transfer of funds will be made from the Marina Fund Contingency Account No. 406-72-09-575-99-10 to Marina Fund Professional Services Account No. 406-72-09-575-31-10. This amount includes the \$2,350.00 proposal dated June 19, 2017 plus an additional \$5,000.00 to cover any unforeseen circumstances.

Parks and Recreation is also requesting to waive the requirement of obtaining two additional quotes based on the reasonableness of the quotation from the Chappell Group and to accommodate expediting this Study as soon as possible based on the request of the City Manager's Office.



City of Dania Beach

Parks and Recreation

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) - 923-6813 (fax)

Parks and Recreation Department recommends approval of the resolution ratifying the expenditure of \$2,350.00 and authorizing the use of \$7,500.00 from the Marina Fund Contingency Account.

Attachments: City Manager Memo Approving Study

CC: Nicki Satterfield, Finance Director



City of Dania Beach

Parks and Recreation

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) - 923-6813 (fax)

MEMORANDUM

TO: Robert Baldwin, City Manager

THRU: Colin Donnelly, Assistant City Manager

FROM: Mark Felicetty, Director

DATE: June 21, 2017

SUBJECT: Sea Grass Study

A quote was obtained from the Chappell Group to do a Seagrass Benthic Resource Survey at the Marina. The proposed cost was \$2,931.82. The final cost was \$2,831.82.

Additional work in the amount of \$23,566.82 was approved by Resolution 2017-047 for professional services to prepare environmental resource permits needed for dredging of the northern marina basin, as the total amount payable to the Chappell Group would then exceed the City Procurement Policy's \$25,000.00 threshold.

At this point, it has been determined that an additional bathymetric survey must be performed. The proposed cost is \$2,350.00.

Parks and Recreation is recommending a transfer from reserves in the amount of \$7,500.00 which requires City Manager's approval. Transfer will be within the Marina Fund from 406-72-09-575-9910 to 406-72-09-575-4650. This amount includes the \$2,350.00 proposal dated June 19, 2017 plus an additional \$5,000.00 to cover any unforeseen circumstances.

Parks and Recreation is also requesting to waive the requirement of obtaining two additional quotes based on the reasonableness of the quotation from the Chappell Group and to accommodate expediting this Study as soon as possible based on the request of the City Manager's Office.

An additional Resolution will be presented to the Commission on the July 25, 2017 agenda. Parks and Recreation Department recommends approval.

Attachments

CC: Nicki Satterfield, Finance Director

RESOLUTION NO. 2017-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING THE EXPENDITURE OF FUNDS FOR SERVICES RELATED TO ENVIRONMENTAL PERMITS AND PROFESSIONAL SERVICES PROVIDED BY THE CHAPPELL GROUP, INC. FOR FISCAL YEAR 2016-2017 ENDING SEPTEMBER 30, 2017, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Dania Beach has previously expended Two Thousand Eight Hundred Thirty One Dollars and Eighty Two Cents (\$2,831.82) during Fiscal Year 2016-2017 to The Chappell Group, Inc. (the “Consultant”) for a Seagrass Benthic Resource Survey; and

WHEREAS, the City of Dania Beach already incurred additional expenses for the same Consultant to prepare environmental resource permits for the dredging of the northern marina basin, as the Consultant possesses the bathometric information for this project, is familiar with the marina project and related environmental requirements and the permit process with the Florida Department of Environmental Protection in the amount of Twenty Three Thousand Five Hundred Sixty Six Dollars and Eighty Two Cents (\$23,566.82); and

WHEREAS, the City has determined the northern basin of the marina is extremely shallow at low-tide making operation of a vessel either difficult or impossible and dredging is therefore a priority; and

WHEREAS, it has been determined that an additional bathymetric survey must be performed at a total estimated proposed cost of Two Thousand Three Hundred Fifty Dollars (\$2,350.00); and

WHEREAS, the Parks and Recreation Department is requesting an additional Five Thousand dollars (\$5,000.00) be authorized to address any additional unforeseen circumstances; and

WHEREAS, the Parks and Recreation Department is seeking to ratify expenses not to exceed Thirty Three Thousand Seven Hundred Forty Eight Dollars and Sixty Four cents (\$33,748.64) for services for Fiscal Year 2016-2017 and waive the three (3) written quotes required by the City's procurement policy;

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

Section 1. That the above "Whereas" clauses are approved and incorporated into this Resolution.

Section 2. That the City Commission authorizes and ratifies expenses in the amount of Seven Thousand Three Hundred Fifty Dollars (\$7,350.00) which shall be appropriated and transferred from the Marina Contingency Fund, Account #406-72-09-575-99-10 to the Marina Professional Services Account #406-72-09-575-31-10 leaving a remaining balance of Seventy Three Thousand Four Hundred Fifty Three Dollars (\$73,453.00) in contingency funds.

Section 3. That the proper City Officials are authorized to execute contracts with The Chappell Group, Inc. to obtain environmental permits and perform related services for the dredging of the northern basin of the City marina up to an annual amount not to exceed Thirty Three Thousand Seven Hundred Forty Eight Dollars and Sixty Four Cents (\$33,748.64).

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

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

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

PASSED AND ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

June 19, 2017

Mr. Mark T. Felicetty,
Director of Parks & Recreation
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

**RE: DANIA BEACH MARINA
Bathymetric Survey
TCG Project No. 11-0020.003
TCG Proposal No. 2017.113**

Dear Mr. Felicetty:

The Chappell Group, Inc. (TCG) is pleased to provide you with the following proposal for professional Environmental Services pertaining to the above-referenced project:

I. ENVIRONMENTAL SERVICES

1.1 Bathymetric Survey (Task No. 4011)

Bathymetric data shall be collected using an automated hydrographic surveying system of the proposed dredging area in the marina basin and Whiskey Creek. Data shall be collected along transects spaced at not more than twenty-five feet (25'). Depths will be collected to the navigational limits of the survey vessel along the natural or vegetated shoreline. Depth within the and around the existing docks will be collected within the vacant slips with manual poling around moored vessels and the dock structure footprint. Upland data shall be collected to the approximate mean high water line and adjacent to the seawall, along eastern limits of the survey area, using standard GPS topographic methods. The fixed marine improvements such as seawall, docks and dolphins shall be located and shown on final charts.

All survey operations will be conducted under the direct responsible charge of a Florida Licensed Professional Surveyor and Mapper and will be in accordance with the "Standards of Practice" set forth in Florida Statue 472, Administrative Code 5J17.

Upon completion of field data collection data shall be processed and prepared for charting. Final charts shall consist of plan view and contour charts plotted on full

Initial for Acceptance _____

size 24" x 36" paper plots. Digital data files along with digital CADD files will also be provided.

Lump Sum\$2,350.00

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

See Exhibit B

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. No notice of change in prevailing rates shall be required.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. No prior notice of such adjustment shall be required.

Cost Estimates

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made on the basis of our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

Initial for Acceptance _____

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Permits and Approvals

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

Construction Requirements

At the time that the firm is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Initial for Acceptance _____

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 30 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by the firm the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of the firm structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.

Initial for Acceptance _____

5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

THE CHAPPELL GROUP, INC.



Sarah Chappell
President

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal.

THIS PROPOSAL ACCEPTED BY:

Please provide Account Payables Contact Information below:

Name & Title (Printed)

Name: _____

Firm Name

Address: _____

Signature

Email: _____

Date

Initial for Acceptance _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE RESOLUTION AUTHORIZING THE CITY OF DANIA BEACH TO PURCHASE WATER METERS FROM INNOVATIVE METERING SOLUTIONS, INC. (IMS) TO MEET THE CITY'S WATER METER PURCHASING NEEDS; AUTHORIZING THE CITY MANAGER TO PURCHASE WATER METERS WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BID AT SPECIFIED COSTS IN AN ANNUAL AMOUNT EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS FOR PURCHASE OF WATER METERS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Innovative Metering Solutions, Resolution - Innovative Metering Solutions, Inc., IMS
- Single Source Letter, IMS Pricing Letter - March 2018



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

TO: Robert Baldwin, City Manager

VIA: Colin Donnelly, Assistant City Manager

FROM: Nicki Satterfield, Finance Director Memo: DFA-17-027

DATE: July 25, 2017

SUBJECT: Innovative Metering Solutions Inc. - Water Meter Purchasing

In September 2014, the City competitively bid the purchase of water meters for the City of Dania Beach. At that time, the City determined it is in the best interest to standardize water meters throughout the City and chose to utilize Badger meters for meter up to 2" and Omni meters for meter sizes greater 2" or greater. The City Commission via Resolution 2014-090 entered into an agreement for the Badger meters with Innovative Metering Solutions on a piggyback agreement with City of Oakland Park for its annual water meter purchases for sizes up to 2".

The piggyback with Innovative Metering Solutions expires August 6, 2017. The City is seeking continue the purchase of water meters with IMS without competitive bidding to maintain uniformity and standardization of meters throughout the City.

While the Innovative Metering Solutions is not sole source, this supplier is the exclusive authorized distributors in the State of Florida for the Badger meters and as such can offer the lowest cost rather than a third party provider. The attached letter attest to this provision.

Innovative Meter Solutions has agreed to keep the current pricing structure in place until March 15, 2018. Thereafter, pricing will be limited to a 1%-3% increase per year depending on increase in cost from the manufacturer.

Funding for water meter purchases are planned and appropriated each year in the City's annual budget in the Water Fund Distribution and Repair Maintenance Account Number 401-17-05-533-46-70.

The attached resolution authorize the City to utilize the pricing available through Innovative Metering Solutions, authorizes the City to purchase water meters for a three (3) year period without competitive bidding, and authorizes the City to exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) each fiscal year subject to annual budget and appropriations each year.

Staff recommends Commission approval of the resolution.

RESOLUTION NO. 2017-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY OF DANIA BEACH TO PURCHASE WATER METERS FROM INNOVATIVE METERING SOLUTIONS, INC. (IMS) TO MEET THE CITY'S WATER METER PURCHASING NEEDS; AUTHORIZING THE CITY MANAGER TO PURCHASE WATER METERS WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BID AT SPECIFIED COSTS IN AN ANNUAL AMOUNT EXCEEDING TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS FOR PURCHASE OF WATER METERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City competitively bid for the supply and delivery of water meters for use in residential and commercial buildings within the City as part of a City-wide meter replacement program in June, 2014; and

WHEREAS, the City determined it is in the best interest to standardize water meters throughout the City and chose to utilize Badger meters and Omni meters; and

WHEREAS, the meter replacement program is ongoing and the City is seeking to utilize the same type of meters throughout the City; and

WHEREAS, the City Commission approved Resolution 2014-090 on September 23, 2014 authorizing the purchase of water meters from IMS under a piggy-back agreement for an initial period of three years based on the City of Oakland Park's contract, dated August 6, 2014; and

WHEREAS, the piggyback with IMS expires on August 6, 2017 and the City seeks to continue purchasing water meters with IMS without competitive bidding and without advertisement for bid to maintain uniformity and standardization of meters throughout the City; and

WHEREAS, IMS has agreed to guarantee current pricing through March 15, 2018 and thereafter pricing will be subject to a one (1) to three (3) percent increase dependent on the manufacturer pricing; and

WHEREAS, the supplier, while not sole source, has exclusive distributing rights in the State of Florida and Southeast United States and therefore offers more competitive pricing than third party vendors; the letter attesting to exclusive distribution rights is attached as Exhibit "A";

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

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

Section 2. That the City Commission authorizes the City Manager to purchase water meters from IMS and waive competitive bidding for a three year period, and for the proper City officials to execute a purchase order, in an amount necessary to meet annual water meter needs that will exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) each fiscal year.

Section 3. That funding of the purchase of water meters is subject to and shall be made from the City's planned and appropriated budget from the Water Fund Distribution Repair and Maintenance Utility Account Number 401-17-05-533-46-70.

Section 4. That all Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are repealed to the extent of such conflict

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

PASSED AND ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Badger Meter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223

P.O. Box 245036
Milwaukee, Wisconsin 53224-9536 (414) 355-0400

February 2, 2017

To All Badger Meter Customers in Florida:

Innovative Metering Solutions, Inc. located in the Greater Tampa Bay area was assigned by Badger Meter, Inc. in 2009 to distribute and service its products to all public and private utilities within the State of Florida. Innovative Metering Solutions, Inc. is a stocking distributor and has been given the responsibility for all quotes and contracts for Badger Meter products. Innovative Metering Solutions, Inc. is the sole source provider for all Badger Meter products sold in the State of Florida.

If you have any further questions please contact us at 800-876-3837

Sincerely,
BADGER METER, INC.



Theresa M. Szafranski
Assistant Secretary

cc: Innovative Metering Solutions, Inc.



Date: 7/11/2017

City of Dania Beach
Attn: Maudeline Jean-Claude
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Prices are firm for acceptance within 60 days and an order placed within that time period will indicate acceptance. Prices are subject to change without notice unless specifically stated in this quotation. All sales are subject to applicable sales tax unless tax exempt certificate is provided. Returned material is subject to restocking charges.

Signature Steve Portlance

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535 FOR A RETROACTIVE THREE YEAR PERIOD OF OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2019, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to Commission, AFSCME Resolution, 2016-2019 CBA

DATE: July 13, 2017

TO: Mayor Tamara James
Vice Mayor William Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco Salvino, Sr.

FROM: Robert Baldwin, City Manager 

SUBJECT: AFSCME Collective Bargaining Agreement 2016-2019

The City and AFSCME's bargaining teams reach agreement for a new three (3) year collective bargaining agreement (CBA) on June 16, 2017. The CBA only takes effect when ratified by the employee members of the bargaining unit and by the City Commission.

On July 6, 2017 the City Manager was notified by AFSCME that the bargaining unit employees unanimously voted to ratify the CBA. All that remains to complete this round of negotiations is for the City Commission to ratify the new CBA.

Once approved, retroactive wages will be calculated and issued to employees in the paycheck dated 8/18/2017. The new CBA will expire September 30, 2019. The City Commission will be required to appropriate funds in the 2017-18 and 2018-19 budgets to cover costs for the wage increases and benefits provided in CBA

The key provisions of the proposed CBA are as follows:

ARTICLE 1 DEFINITIONS

1.6 **CALL BACK** is when an employee is called to return to work from home not on his/her regularly assigned shift. Call back excludes a return to work during periods of hurricane or tropical storm preparation, hurricane or tropical storm recovery activity, or a return to work on a holiday since in each case the employee will be paid at a premium rate of pay (1 ½).

ARTICLE 9 PHYSICAL EXAMINATIONS

9.1 The City agrees to pay the actual cost, up to ~~\$500~~750.00, for the cost of an employee's annual voluntary physical exam unless otherwise covered by insurance.

ARTICLE 10 WORKWEEK, BREAKS AND OVERTIME

10.8. Employees are responsible for making hurricane and/or tropical storm preparations for dealing with their families and properties in a manner than does not interfere with their City employment responsibilities. Employees designated to work when other City employees have been released from work when a hurricane and/or tropical storm is approaching will be paid premium pay for hour worked at the rate of one and one half (1 ½) their regular hour rate of pay.

In the event of a Tropical Storm Watch/Warning or Hurricane Watch/Warning being issued by the National Weather Service, on-duty personnel who are subject to having their work shift extended for overtime purposes shall be permitted up to three (3) hours of on-duty time to report to their residence for the purpose of making final preparations or evacuations for storm protection. The employee will be paid their regular pay for the three (3) hours, but the hours do not count toward the calculation of hours worked for overtime purposes. Scheduled time off shall be at the discretion of the Department Director in order to maintain departmental operations.

Employees will not be paid call out pay during periods of tropical storm or hurricane preparation or clean up.

ARTICLE 19 UNIFORMS

19.2 Public Services Department field personnel and Field Inspectors will be provided with quality safety shoes (up to \$150.00) annually by the City.

ARTICLE 20 SAFETY

20.2

Year 1 (10/1/16-9/30/17- Maintain status quo: Regular full time employees who complete the fiscal year without injury or accident shall receive one (1) safety bonus day annually to be used during the next fiscal year.

Years 2 and 3 (10/1/17-9/30/19

Regular full time employees who complete the City's safety training program completing one fiscal year without accident or injury shall receive one (1) safety bonus day annually to be used during the next fiscal year.

ARTICLE 22 GROUP INSURANCE

- 22.1 Bargaining unit employee may participate in the insurance programs the City offer to other City employees.
- 22.2 If the City proposes to modify its existing group insurance policy at any time during the life of the contract, such as by changing any benefit provisions, the City shall meet and discuss with the Union prior to making any changes in the group insurance plan affecting its members.
- 22.3 Effective April 1, 2016 October 1, 2017, the employee cost of insurance will increase to 1415% of cost of the option the employee selects.
- 22.4 For regular, full-time employees, the City shall provide life insurance for the employee with a policy amount equal to at least two (2) times the employee's annual salary not to exceed \$50,000.
- 22.5 The existing policy regarding retiree health benefits shall be continued for all employees on the payroll as of the effective date of this Agreement except that employees who retire after the date of implementation of this agreement, on reaching Medicare eligibility, shall be responsible to pay 100% of the cost of City health insurance coverage if they elect to continue City coverage.

ARTICLE 28 HOLIDAYS

28.3 Holiday pay will be paid in the pay period in which the holiday occurs and may not be "banked" or converted to any other paid leave.

28.4 An employee who works on a City designated holiday will be paid 1 ½ their regular rate of pay for hours worked on the holiday plus their holiday pay.

28.5 An employee who is called out on a holiday will not receive call out pay but will be paid 1 ½ their regular rate of pay for hours worked with a minimum of three (3) hours.

ARTICLE 31 EDUCATIONAL INCENTIVE

31.1 The City agrees to provide non-probationary employees covered by this agreement educational assistance. This assistance will be limited to nine credit hours and \$250 toward books, per semester. Programs available for reimbursement must be job related as determined by the Department Director

ARTICLE 35 WAGES

35.1

Year One (10/1/16-9/30/17) Retroactive to 10/1/16 will receive a 2.5% base wage increase.

Year Two (10/1/17-9/30/18) Effective 10/1/17 employees will receive a 3 % base wage increase.

Year Three (10/1/18-9/30/19) Effective 10/1/18 employees will receive a 4 % base wage increase.

There are no additional base wage increases after September 30, 2019 unless agreed to by the parties and reflected in a successor collective bargaining agreement.

ARTICLE 41 TERM OF AGREEMENT

41.2 The Agreement shall continue in force until September 30, ~~2016~~2019.

A complete copy of the new CBA is included in the agenda backup.

RESOLUTION NO. 2017-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535 FOR A RETROACTIVE THREE YEAR PERIOD OF OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2019, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach and AFSCME Florida Council 79, AFL-CIO Local 3535 have concluded bargaining negotiations as set forth in the attached Collective Bargaining Agreement, which is included by this reference; and

WHEREAS, the Agreement was ratified by the Florida Council 79, AFL-CIO Local 3535 on July 7, 2017; and

WHEREAS, the City Commission of the City of Dania Beach deems it to be in the best interest of the bargaining unit employees, the residents and citizens of the City to ratify the Agreement and to authorize the proper City officials to execute it;

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

Section 1. That the foregoing “WHEREAS” clauses are true, correct and are ratified and confirmed by the City Commission.

Section 2. That the City Commission of the City of Dania Beach, Florida ratifies the Agreement between the City of Dania Beach and Florida Council 79, AFL-CIO Local 3535 for the retroactive three (3) year period of October 1, 2016 through September 30, 2019, and authorizes and directs the proper City officials to execute the Agreement, a copy of which Agreement is attached as Exhibit “A”.

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption; provided, however, that the Agreement shall be retroactive to October 1, 2016.

PASSED and ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DANIA BEACH

AND

**AFSCME FLORIDA COUNCIL 79, AFL-CIO
LOCAL 3535**

Ratification Date

Through

September 30, 2019

Contents

PREAMBLE	3
ARTICLE 1 DEFINITIONS.....	4
ARTICLE 2 RECOGNITION	5
ARTICLE 3 MANAGEMENT RIGHTS.....	6
ARTICLE 4 UNION AND STEWARDS RIGHTS AND TIME POOL	7
ARTICLE 5 NON-DISCRIMINATION CLAUSE	9
ARTICLE 6 NO STRIKE.....	10
ARTICLE 7 DUES CHECK OFF.....	11
ARTICLE 8 ORIENTATION PROGRAM	12
ARTICLE 9 PHYSICAL EXAMINATIONS.....	13
ARTICLE 10 WORK WEEK, BREAKS AND OVERTIME	14
ARTICLE 11 WORK RULES.....	16
ARTICLE 12 DISCIPLINE AND DISCHARGE.....	17
ARTICLE 13 GRIEVANCE PROCEDURES.....	18
ARTICLE 14 DISCIPLINARY APPEALS	22
ARTICLE 15 PAY AND CLASSIFICATION	24
ARTICLE 16 PERFORMANCE EVALUATIONS	25
ARTICLE 17 VACANCIES & TRANSFERS.....	27
ARTICLE 18 WORKING OUT OF CLASSIFICATION	28
ARTICLE 19 UNIFORMS	29
ARTICLE 20 SAFETY.....	30
ARTICLE 21 WORKERS COMPENSATION	31
ARTICLE 22 GROUP INSURANCE	32
ARTICLE 23 SICK LEAVE.....	33
ARTICLE 24 LEAVES OF ABSENCE	34
ARTICLE 25 JURY DUTY.....	35
ARTICLE 26 BEREAVEMENT LEAVE	37
ARTICLE 27 PERSONAL DAY.....	38
ARTICLE 28 HOLIDAYS	39
ARTICLE 29 VACATIONS.....	40
ARTICLE 30 COMPENSATION FOR USE OF PERSONAL VEHICLE	41
ARTICLE 31 EDUCATIONAL INCENTIVE	42
ARTICLE 32 PENSION-RETIREE BENEFITS.....	43
ARTICLE 33 SENIORITY.....	44
ARTICLE 34 SAVINGS CLAUSE	45
ARTICLE 35 WAGES	46
ARTICLE 36 CROSS - TRAINING.....	47
ARTICLE 37 LAY-OFF AND BUMPING	48
ARTICLE 38 PART-TIME EMPLOYEES.....	49
ARTICLE 39 DRUG FREE AND ALCOHOL FREEWORKPLACE POLICY	50
ARTICLE 40 LABOR MANAGEMENT COMMITTEE	52
ARTICLE 41 TERM OF AGREEMENT	53

PREAMBLE

WHEREAS, the parties hereto have established a basic understanding relative to the terms and conditions of employment of the employees of the City; and

WHEREAS, it is the intent and desire of the parties to this Agreement to work harmoniously and to promote and maintain efficient and cordial relations between the City of Dania Beach, hereafter known as the "Employer" or "City" and AFSCME Florida Council 79, AFL-CIO, Local 3535 hereafter known as the "Union"; and

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety, protection, and comfort of the citizens of Dania Beach, Florida; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

NOW THEREFORE, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason hereof, the said parties hereby agree as follows.

ARTICLE 1 DEFINITIONS

- 1.1 **UNION** shall hereinafter mean (American Federation of State, County, and Municipal employees) AFSCME Florida Council 79, AFL-CIO, Local 3535 as evidenced by Amended Order # 89E-291, Public Employees Relations Commission, October 9, 1989.
- 1.2 **CITY/EMPLOYER** shall hereinafter mean the **City of Dania Beach**.
- 1.3 **TERM OF AGREEMENT** shall mean the duration of the contract as defined by beginning and ending dates.
- 1.4 **STRIKE** shall mean the concerted failure to report for duty; the concerted absence from one's position; the concerted stoppage of work; the concerted submission of resignations; the concerted use of leave; boycotting or disruptively demonstrating by any employee or employee group; or the concerted abstinence in whole or in part from the full, faithful and proper performance of duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment. This section shall not preclude lawful and peaceful picketing.
- 1.5. **SENIORITY** shall mean total amount of continuous service to the City.
- 1.6 **CALL BACK** is when an employee is called to return to work from home not on his/her regularly assigned shift. Call back excludes a return to work during periods of hurricane or tropical storm preparation, hurricane or tropical storm recovery activity, or a return to work on a holiday since in each case the employee will be paid at a premium rate of pay (1 ½).

ARTICLE 2 RECOGNITION

- 2.1 The City of Dania Beach hereby recognizes AFSCME Florida Council 79, AFL-CIO, Local 3535 as the exclusive Bargaining Agent for the employees occupying the job classifications set forth in Certification Number 590 granted by the Public Employees Relations Commission on October 9, 1989 and as revised in the Public Employees Relations Commission ("PERC") Final Order 04E-024, dated January 21, 2004 as set forth below.

Accounting Specialist	Marine Safety Officer
Accounting Technician I and II	Meter Reader
Administrative Coordinator	Occupational Licensing Coordinator
Administrative Specialist I and II	Occupational License Specialist
Administrative Technician	Payroll and Benefits Coordinator
Administrative Assistant	Permit Service Specialist
Building Inspector	Permit Service Clerk
Cemetery Caretaker	Planning Associate
Chief Electrical Inspector	Pool Lifeguard
Chief Plumbing Inspector	Purchasing Agent
Customer Service Representative	Purchasing and Contract Coordinator
Custodian	Recreation Assistant I and II
CSA/Parking Enforcement Specialist	Recreation Attendant
Crew Leader	Recreation Leader
Code Inspector	Technical Support Specialist
Fleet Mechanic/Service Coordinator	Trades Maintenance Supervisor
Grants Coordinator	Trades Mechanic I and II
Irrigation Mechanic	Treatment Plan Operator Trainee
Landscape/Grounds Technician I and II	Treatment Plant Operator "B"
Maintenance Worker/Equipment Operator I, II and III	Treatment Plant Operator "C"
Marine Safety Lieutenant	Utilities Service Worker
	Utilities Mechanic

Note: There has been modification of positions since the formation of the bargaining unit. See attached summary-appendix "C".

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Unless otherwise provided in this Agreement, the public employer shall have the right to determine the purpose of each of its constituent departments; determine standards of service to the public, and exercise control over its organization and operation.
- 3.2 The public employer further reserves the right to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of a lack of work or other legitimate reason, provided the exercise of said rights does not prevent employees or their representatives from filing grievances should the exercising of said rights have the practical effect of violating the terms and conditions of employment.
- 3.3 The City specifically and clearly reserves the exclusive right to manage, direct and program the operations of City Government.
- 3.4 The City does reserve the exclusive right to hire, fire, discipline, transfer, layoff and promote its employees.
- 3.5 The City shall determine the number of work hours, shifts, pay rate and job assignments of its employees and further reserves the right to subcontract, expand, assign or cease any job, division or department, providing that this article is consistent with other articles of this Agreement and Civil Service Rules, as amended.

ARTICLE 4 UNION AND STEWARDS RIGHTS AND TIME POOL

- 4.1 The City agrees that Union shall be allowed to post Union notices on appropriate bulletin boards.
- 4.2 The City agrees to recognize the Union's officers and three (3) City Employee stewards, designated by the Union, as agents of the Union. The Union shall furnish written notice to the Department Head of the designated Union officers and stewards within three days of ratification of this Agreement and when any change in designation is made thereafter. The City recognizes the right of the Union to designate one (1) chief steward from among the three (3) City Employee stewards. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as Steward.
- 4.3 Union officials as designated above shall only be able to meet with City Employees in non-work areas (i.e., break areas) and during non-work time. Nothing in this section shall preclude or interfere with the City's right to control access to City facilities for safety and /or security purposes.
- 4.4 The Chief Union Stewards or his/her designee may be granted time off during working hours to engage in the following representative activities:
1. To attend a hearing related to a grievance and or arbitration.
 2. To accompany an employee at a meeting when the employee has a reasonable belief the employee is subject to disciplinary action.
 3. When an Employee is attending a pre-determination hearing.
 4. When participating in collective bargaining.
- 4.5 The CITY may stop the use of such time off and reschedule the event if it interferes with productivity or manpower needs. However, the exercise of such right on the CITY'S part shall not be arbitrary or capricious, nor shall it allow the CITY to proceed in a manner that deprives the Employee of his or her right of representation.
- 4.6 No Employee shall engage in Union business while on duty except as referenced herein. An Employee who violates the limitations on Union activity during working hours is subject to disciplinary action.
- 4.7 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to

their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.

- 4.8 Stewards shall maintain and provide to the City a Union Business time-out slip that shall be processed to show their accumulated hours used against the Union time pool.
- 4.9 The Local Union representative or his appointed designee shall be permitted access to the City's premises that are not open to public access only by coordinating with and obtaining written response (email correspondence will suffice) of the Human Resources Director or Assistant City Manager.

UNION TIME POOL-FUNDING AND USE

- 4.10 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.
- 4.11 Stewards shall maintain and provide to the City a Union Business time-out slip that shall be processed to show their accumulated hours used against the Union time pool.
- 4.12 Employees may donate two (2) hours of vacation time to be set aside in a Union Time Pool and subsequently used to permit designated Union stewards to engage in outside Union conferences and training.
- 4.13 Donated time shall be transferred from the participating Employee's accrued vacation (annual leave) bank within thirty (30) days of the ratification of this Agreement and thereafter once each year during the repeat month of the initial transfer.
- 4.14 Time Pool hours shall roll over from one year to the next.
- 4.15 Union representation shall utilize the Union Time-Out slip when using Time Pool hours.
- 4.16 Union time pool hours shall only be used for a steward's leave from assigned regular duties to engage in outside Union conferences and training.
- 4.17 Union time pool hours shall be classified as paid leave from work but shall not count as time worked for the purpose of calculating overtime.

ARTICLE 5 NON-DISCRIMINATION CLAUSE

- 5.1 The City and the Union agree that the basic intent of the Agreement is to provide a harmonious working relationship between the City and the Union.
- 5.2 It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.
- 5.3 Neither the City of Dania Beach nor the Union will discriminate against employees covered by this Agreement as to membership or representation because of race, color, creed, sex, age, national origin, or disability status.
- 5.4 The Union agrees that no officer, agent, representatives or members of the Union will coerce or intimidate any employee into joining the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.
- 5.5 Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

ARTICLE 6 NO STRIKE

- 6.1 No employee or employee organization may participate in a strike against the City of Dania Beach by instigation or supporting in any manner, a strike. "Strike" shall be as defined in Article 1 - Definitions.

- 6.2 This section shall not preclude lawful and peaceful picketing, provided said picketing does not interfere with the normal, smooth, efficient operations of any department or division within City Government.

ARTICLE 7 DUES CHECK OFF

- 7.1 The City shall deduct dues from the wages of its employees upon written authorization of the employees of the Union. Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues.
- 7.2 The Union will notify the City as to the amount of dues. Such notification to the City shall be in writing and from an official of the Union. Changes in Union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of the change.
- 7.3 The amounts deducted pursuant to such authorization shall be payable to AFSCME Florida Council 79, AFL-CIO transmitted once each month to AFSCME Florida Council 79, AFL-CIO, 3064 Highland Oaks Terrace, Tallahassee, FL 32301, along with a list of names of employees from whom the deductions are made.
- 7.4 Authorization for such deductions shall be revocable thirty- (30) day after written notice to the City and to the Union by the employees involved.
- 7.5 The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provision of this section.

ARTICLE 8 ORIENTATION PROGRAM

- 8.1 The City will provide an orientation and job description to all new employees in a timely manner. The City will provide the union with a list of all new employees and their work locations within ten days of hire.

ARTICLE 9 PHYSICAL EXAMINATIONS

- 9.1 The City agrees to pay the actual cost, up to \$750.00, for the cost of an employee's annual voluntary physical exam unless otherwise covered by insurance.
- 9.2 No deductibles shall apply to the above benefit.
- 9.3 This dollar benefit is inclusive of all lab work, x-rays, etc.
- 9.4 If annual exams or body scans are covered under the City's health plan, the City will reimburse only those amounts not covered by the health plan up to the maximum limits stated above.

ARTICLE 10 WORKWEEK, BREAKS AND OVERTIME

- 10.1 Forty (40) hours shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty (40) hour workweek unless the employee actually works forty (40) hours.
- 10.2. Employees will be provided a one hour, unpaid lunch break and two (2) paid 15 minute breaks each day. Employees may use this time for a smoking break, snack, for personal phone calls or for any reasonable personal use. Employees may not use the two (2) fifteen minute breaks at the end of the workday as such use interferes with the City's ability to serve the public during customary City business hours. With advance approval from their department managers, employees may flex their time, provided it is not done on a daily basis and provided the grant of flex-time does not impact the workflow.
- 10.3 Employees covered hereunder shall be paid time and one-half the regular rate for actual work performed in excess of forty (40) hours in a workweek. For purposes of computing eligibility for overtime compensation, the two (2) fifteen minute breaks shall be considered as time worked. Sick leave will not count toward hours worked for overtime pay purposes. All overtime shall be paid and no accrue of compensatory time is permitted.
- 10.4. The City will make every effort to distribute overtime in an equitable manner, provided individuals are qualified for such overtime assignments. Although temporary imbalances in the distribution of overtime may occur, nothing in this Article shall be construed as alleviating the continued intent of department management to distribute overtime equitably over an extended period of time. An employee who refuses overtime will be rotated to the bottom of the list (as if he/she had worked) and the refusal will be recorded for purposes of ensuring equitable opportunity. Department management will maintain overtime records and will make such recorded information available to a Union representative upon request. The City and the Union agree that the City shall have the sole and exclusive right to authorize and assign overtime work and compensation. When circumstances permit, the City shall endeavor to provide advance notice when assigning overtime work to employees.
- 10.5. In the case of a regular or non-temporary change, the City agrees that it will provide a minimum of ten (10) calendar days' notice to affected employees before any such change takes effect, unless otherwise agreed to, or in emergency situations.

- 10.6. An employee who is called to work more than 45 minutes after the end of the employee's regular work schedule shall receive call-out pay with a minimum guarantee of three (3) hours pay at time and one-half the employee's regular rate of pay, provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Employees called out more than one (1) time on the same day will be paid for subsequent call outs on that day at the rate of time and one-half of the employee's regular rate of pay for each hour worked, with a minimum of one hour, provided that, if the second call-out is more than eight (8) hours after the first call-out, then the employee will receive the guaranteed minimum for both call-outs.
- 10.7 "Stand by" is assigned on a weekly basis. An employee who is assigned to "stand-by" status will receive a total of three hours of pay at their regular rate of pay for that assignment.
- 10.8. Employees are responsible for making hurricane and/or tropical storm preparations for dealing with their families and properties in a manner that does not interfere with their City employment responsibilities. Employees designated to work when other City employees have been released from work when a hurricane and/or tropical storm is approaching will be paid premium pay for hour worked at the rate of one and one half (1 ½) their regular hour rate of pay.

In the event of a Tropical Storm Watch/Warning or Hurricane Watch/Warning being issued by the National Weather Service, on-duty personnel who are subject to having their work shift extended for overtime purposes shall be permitted up to three (3) hours of on-duty time to report to their residence for the purpose of making final preparations or evacuations for storm protection. The employee will be paid their regular pay for the three (3) hours, but the hours do not count toward the calculation of hours worked for overtime purposes. Scheduled time off shall be at the discretion of the Department Director in order to maintain departmental operations.

Employees will not be paid call out pay during periods of tropical storm or hurricane preparation or clean up.

- 10.9. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including termination for cause.

ARTICLE 11 WORK RULES

- 11.1 The City will provide the Union with a copy of any written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement, before the rules go into effect. This does not limit management right to formulate, amend, revise and implement City department policy, rules and regulations, provided, however, that such formulation, amendment, revision and/or implementation is neither arbitrary or capricious.

ARTICLE 12 DISCIPLINE AND DISCHARGE

- 12.1. All employees with permanent or non-permanent status with the City may be disciplined for "Just Cause". "Just Cause" may be defined to mean definite proof of alleged employee misconduct in regard to job duties, work hours, ethical practice, violation of the Civil Service Administrative Code, insubordination, or any other written department or City policy.
- 12.2. The City shall adhere to a policy of progressive discipline, except in situations that are so egregious or in situations where the misconduct is so contrary to the public interest that immediate dismissal may be the only appropriate disciplinary measure. Progressive discipline will involve Verbal Consultation, Written Reprimand, Final Written Warning, Suspension (with or without pay), and Dismissal.
- A. Employees charged with a felony offense or with illegal conduct against a co-worker that has a nexus to their job duties with the City shall be placed on administrative leave without pay until final disposition of the criminal charges. An employee who is convicted of or who pleads guilty or no contest to a felony as part of a negotiated plea shall be terminated from their employment with the City.
 - B. An employee placed on administrative leave without pay under this provision may use accrued leave during the period of administrative leave. If the employee is found innocent following trial, or if the prosecutor drops the charges, the employee and his/her leave time used will be reinstated.
 - C. An employee who is arrested must report the arrest to the City Manager within forty-eight (48) hours of arrest, or as soon as possible thereafter.
- 12.3 The employee being disciplined may ask for a Union representative to be present at any step of the process outlined above.

ARTICLE 13 GRIEVANCE PROCEDURES

13.1 This grievance procedure is the exclusive method of resolving disputes other than disciplinary appeal, relating to the application and interpretation of this agreement. See Article 14 for Disciplinary Appeals process.

13.2 Any claim by an employee, group or class of employee-members of the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order or regulation of the City deemed to be in violation of the Agreement, may be processed as a grievance as hereinafter provided. Grievances shall be set forth in the space provided on the grievance form, a complete statement of the grievance and the facts upon which it is based, together with the sections of this agreement claimed to have been violated and the remedy or correction requested.

13.3 STEPS FOR FILING GRIEVANCE

STEP 1: The grievant shall present orally his grievance to his immediate supervisor within ten (10) working days of the occurrence or knowledge of the occurrence of the action giving rise to the grievance. A union steward or union representative may be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate such decision verbally to the grievant, within ten (10) working days from the date the grievance was presented to him/her.

Step 2. If the grievance is not settled at the first step, within ten (10) working days from the date of the decision in Step 1, the grievant shall reduce the grievance to writing on the standard grievance form provided by the Union and present it to the department head or their designee. The department head or their designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance, conduct a meeting between themselves, their representative if needed, and the grievant. The grievant may be accompanied at this meeting by a union representative. The department head or their designee shall notify the aggrieved employee in writing of his decision not later than ten (10) working days following the meeting date.

Step 3: If the decision reached in step 2 is not acceptable to the grievant, he/she may, within ten (10) working days of the decision reached in step 2, present the written grievance to the Human Resources Director. The Human Resource Director shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance, conduct a meeting between himself/herself, and/or his/her representatives if needed, and the aggrieved employee. The grievant may be accompanied at this meeting by a union representative. The Human Resource Director shall notify the aggrieved employee in writing of his/her decision not later than ten (10) working days following the meeting date.

Step 4. If the decision reached in step 3 is not acceptable to the grievant, he/she may, within ten (10) working days of the decision reached in Step 3, present the written grievance to the City Manager or his/her designee. The City Manager or his/her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance, conduct a meeting between himself/herself, his/her designee and/or his/her representatives, if needed, and the aggrieved employee. The grievant may be accompanied at this meeting by a union representative. The City Manager shall notify the aggrieved employee in writing of his/her decision not later than ten (10) working days following the meeting date.

- 13.4 All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing. Any grievance not processed by the Union in accordance with the time limits provided in each step of the article, shall be considered conclusively abandoned. Any grievance not processed by the City within the time limits provided herein, shall be automatically advanced to the next higher step in the grievance procedure.

13.5 Additional Provisions:

- A. A group/class grievance shall be presented at Step 3 in writing, within ten (10) working days of the occurrence of the events which give rise to the grievance. The grievance shall be signed by the aggrieved employees or the Union president or the authorized union representative.

- B. If a grievance arises from the action of an official higher than Step 1 (immediate supervisor), the grievance shall be initiated at Step 2 or 3 as appropriate. The grievance shall be submitted in writing within ten (10) working days of the occurrence or knowledge of the occurrence giving rise to the grievance.

13.6 If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration.

13.7. ARBITRATION PROCEDURE:

- A. When either of the parties desire that an unresolved grievance be submitted to arbitration, the matter shall be referred to the Federal Mediation Conciliation Service with notification to the other party.
- B. The parties will select an arbitrator from a panel or panels of not less than seven (7) choices submitted by the Federal Mediation Conciliation Service (FMCS) within two (2) weeks after receipt of a panel of arbitrators. In the event that either party, before any striking of names occurs, feels that the panel submitted by FMCS is unsatisfactory, that party shall have the right to request one (1) additional panel. The arbitrator shall thereafter be selected from the panel of arbitrators supplied by FMCS by alternate striking of names until one (1) name remains. The Union shall strike the first name. The parties will thereupon notify the FMCS which will notify the arbitrator of the appointment.
- C. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing or within thirty (30) days of the receipt of any written position of both parties.
- D. The expenses and fees of any arbitrator shall be borne equally by both parties.

- E. The decision of the arbitrator shall be final and binding on both parties.
- F. No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this agreement.

13.8 GENERAL PROVISIONS:

- A. Local 3535 American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted under State Statute 447.401 and will not represent non-members of the union in the grievance procedure. Any union member, if they elect to, shall have union representation at any step of the grievance procedure and/or during disciplinary proceedings.
- B. For the purpose of this section, working day shall mean Monday through Friday, excluding holidays.
- C. The times indicated on all steps may be extended by mutual agreement.
- D. When a grievance is reduced to writing there shall be set forth therein:
 - 1. A complete statement of the grievance and the facts upon which it is based.
 - 2. The section or sections of this agreement that are alleged to have been violated; and
 - 3. The remedy or correction requested.

ARTICLE 14 DISCIPLINARY APPEALS

14.1 The City may discipline an Employee when the City determines that the Employee has violated City or Departmental rules, regulations, orders or performance standards or when the Employee has engaged in unethical or illegal activities. Neither counseling nor instruction (verbal or written) are discipline but counseling or instruction can be used to establish that an Employee has knowledge the Employee's conduct that gave rise to the counseling or instruction is not proper. All discipline shall be in writing and shall be provided to the Employee and shall be placed in the Employee's personnel file. Discipline is deemed a proper exercise of managerial rights unless it is arbitrary, capricious, or discriminatory but may be appealed as follows.

14.2. Discipline is classified as either major or minor as follows:

 MAJOR: Termination

 Demotion

 Suspension without pay - more than three (3) days or a third suspension without pay less than three days that occurs within 12 months of the prior two suspensions, starting with date of the first.

No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the Employee.

 MINOR: Written warning

 Suspension without pay of three days or less.

14.3. Appeals of disciplinary action shall be handled as follows:

A. Major discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The Union may request review of the discipline by the City Manager provided it does so before the ten (10) day time limit for requesting arbitration. If a meeting is requested, the ten (10) time limit for requesting arbitration shall be abated. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the City's disciplinary action. The cost of the arbitration panel, if any, shall be split by the City and the Union equally.

- B. The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties.
 - C. Written reprimands may not be appealed but the Employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the Employee, it shall be attached to the written reprimand and placed in the Employee's personnel file.
 - D. Suspensions without pay of three (3) days or less may be appealed to the City Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The City Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The City Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the City Manager's decision increase the discipline to more than a suspension without pay of three (3) days. The City Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.
- 14.4 All prior discipline received by an Employee shall be considered when a new discipline is contemplated, but not all prior discipline shall be given the same weight. By way of example: The older a discipline, the less its weight. A pattern of discipline over a short period of time has greater weight than sporadic discipline spread over an extended period of time.

ARTICLE 15 PAY AND CLASSIFICATION

- 15.1 The City shall establish and maintain, on a current basis, a Pay and Classification Plan for all employees in the City Service. The pay grades and corresponding salary ranges are attached as Appendix A.

ARTICLE 16 PERFORMANCE EVALUATIONS

- 16.1 Employees will be eligible for written performance reviews annually on their anniversary date. For purposes of this article, anniversary date is defined as the employee's date of hire, or the date of their last classification change due to transfer, promotion, demotion, etc.
- 16.2 Performance will be evaluated using the appropriate City prescribed form.
- 16.3 Performance will be evaluated by the employee's immediate supervisor.
- 16.4 Employees are required to sign the performance evaluation form and return it within ten (10) days of receipt.
- 16.5 The employee may dispute the Supervisor's evaluation and should not be required to sign the performance evaluation until the dispute process is concluded.
- 16.6 To dispute a performance evaluation, the employee must address his supervisor by:
- a) Putting in writing the particular rating/ratings that are being disputed;
 - b) Indicating the rating adjustment requested;
 - c) Providing specific objective statements to justify the adjustment.
- 16.7 The Supervisor must provide a written response to the employee's dispute indicating whether the reconsideration is being granted or denied. If the reconsideration is denied, the Supervisor must provide specific objective statements to support the denial.
- 16.8 The employee may accept the Supervisor's response and sign the evaluation, or request an appeal to the Department Director (or his/her designee). The Department Director (or his/her designee) will review the documentation and provide a written decision to approve or deny the reconsideration. The employee may accept the Department Director's response and sign the evaluation, or request an appeal to the Human Resource Director.
- 16.9 The Human Resource Director will review the documentation and provide a written decision to approve or deny the reconsideration. This will be the final step in the appeals process. The employee will be required to sign the evaluation upon receipt of

the Human Resource Director's response. All rebuttals and responses will be attached to the performance evaluation as part of the completed evaluation for the employee's personnel file.

- 16.10 Employees who directly report to the Human Resource Director may appeal to the City Manager, who will render the final decision in writing.

ARTICLE 17 VACANCIES & TRANSFERS

- 17.1 Vacancies and transfers shall be filled in accordance with Civil Service Administrative Code 2004 and any future amendments.

ARTICLE 18 WORKING OUT OF CLASSIFICATION

18.1 Employees designated by Department Heads, and with the written approval of the Human Resource Director and Assistant City Manager, to temporarily serve in a regularly budgeted higher position shall be compensated as follows:

- A. If the employee serves for a period of four (4) hours or more, the employee shall receive assignment pay for the total time of temporary service, not to exceed a maximum of 10% additional compensation beyond their regular wages. The actual percentage increase is variable and dependent on nature of the work the employee will be expected to do during the assignment. The more complex the work the higher the assignment pay, not to exceed 10% or the maximum pay grade for the job. Under no circumstances shall the total additional compensation exceed the pay grade for the temporary position.
- B. If the employee serves for a period of less than four (4) hours, the employee shall receive no additional compensation beyond the wages of regular classification.

ARTICLE 19 UNIFORMS

- 19.1 The City agrees to supply uniforms to employees required to wear them and in accordance with the City's uniform policy. Employees are forbidden to wear City uniforms during activities other than those directly related to their jobs. Employees who start their work day dressed in an unclean uniform will be sent home for the day without pay.
- 19.2 Public Services Department field personnel and Field Inspectors will be provided with quality safety shoes (up to \$150.00) annually by the City.
- 19.3 Uniforms are City property and must be returned to the City at separation.

ARTICLE 20 SAFETY

20.1 Year 1 (10/1/16-9/30/17)

Maintain status quo: Regular full time employees who complete the fiscal year without injury or accident shall receive one (1) safety bonus day annually to be used during the next fiscal year.

20.2 Years 2 and 3 (10/1/17-9/30/19)

Regular full time employees who complete the City's safety training program shall receive one (1) safety bonus day annually to be used during the next fiscal year.

ARTICLE 21 WORKERS COMPENSATION

- 21.1 An employee injured on the job is entitled to all rights and privileges accorded to him/her under Chapter 440 of the Florida Statutes concerning workers compensation
- 21.2 An employee absent from work due to a job related injury will receive full pay for a period of two months following the date of the injury. A one month extension of full pay may be granted with the approval of the City Manager or his/her designee. Full pay shall consist of supplemental compensation, defined as the difference between the employee's gross pay which the employee would otherwise receive and the amount of the employee's weekly workers' compensation benefit. During this period the employee is entitled to accrue all their normal benefits, including but not limited to vacation time, sick time, and personal days. After two months, accruals will cease. The City will maintain the employee on the City's health plan, providing the employee continues to remit premium contributions timely. The required premium contributions will be consistent with the level of contributions being paid prior to the work related injury. Failure to pay premium contributions will result in cancellation of coverage. After six months of job related absence, an injured employee MAY be eligible for Social Security disability benefits. If disability is approved under the Social Security Administration, the employee may apply for disability under the City's pension plan and if approved, will be entitled to the same level of health insurance benefit as retirees. However, if pension disability is not approved after nine (9) months of job related absence, the injured employee will be responsible for 50% of the dependent health insurance premium.
- 21.3 All members are required to report any and all accidents resulting in injuries, even of a minor nature, to their immediate supervisor. Failure to do so may result in jeopardizing their Workers' Compensation coverage.
- 21.4 Nothing in this article will preclude the injured employee from using accrued sick or vacation time during his/her absence, providing that such use combined with other City supplemental income does not exceed 100% of the employee's regular earnings.
- 21.5 Employees shall be required to cooperate in the treatment as prescribed by the City's designated workers compensation physicians in order to obtain maximum medical improvement or achieve recovery.

ARTICLE 22 GROUP INSURANCE

- 22.1 Bargaining unit employee may participate in the insurance programs the City offer to other City employees.
- 22.2 If the City proposes to modify its existing group insurance policy at any time during the life of the contract, such as by changing any benefit provisions, the City shall meet and discuss with the Union prior to making any changes in the group insurance plan affecting its members.
- 22.3 Effective October 1, 2017, the employee cost of insurance will increase to 15% of cost of the option the employee selects.
- 22.4 For regular, full-time employees, the City shall provide life insurance for the employee with a policy amount equal to at least two (2) times the employee's annual salary not to exceed \$50,000.
- 22.5 The existing policy regarding retiree health benefits shall be continued for all employees on the payroll as of the effective date of this Agreement except that employees who retire after the date of implementation of this agreement, on reaching Medicare eligibility, shall be responsible to pay 100% of the cost of City health insurance coverage if they elect to continue City coverage.

ARTICLE 23 SICK LEAVE

- 23.1 Employees will accrue sick leave in accordance with the Civil Service Administrative Code for all employees as of August 1, 2012.
- 23.2 Employees will be approved to use sick time in accordance with the Civil Service Administrative Code for all employees in effect as of August 1, 2012.
- 23.3 Employees who were on the payroll as of September 30, 2012 will be paid out for sick leave in accordance with the Civil Service Administrative Code for all employees in effect as of August 1, 2012; providing that:
 - A. all employees hired before January 1, 1995 will be paid 100% of their sick time accruals at time of termination.
 - B. all employees hired on or after October 1, 2012 will be eligible to receive only fifty percent (50%) of sick time accruals at time of resignation or retirement.
- 23.4 Sick leave may not be "bought back".

ARTICLE 24 LEAVES OF ABSENCE

- 24.1 Leave of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose by the City Manager or his designee. Such leave may be renewed or extended for any reasonable purpose so long as it does not hamper the efficient operation of the City and/or Department. The City Manager will have final approval of leave of absences.
- 24.2 Any employee member who is on authorized leave of not more than thirty (30) days shall continue to maintain all non-paid benefits including seniority and longevity except for extended military leave (as provided by Federal Law).
- 24.3 Any employee who is a member of the National Guard or Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave in accordance with Federal and State statutes at full pay, but must turn over to the City the amount of compensation earned during this leave of absence.
- 24.4 Additional leaves of absence will be subject to state and federal law

ARTICLE 25 JURY DUTY

- 25.1 An employee who is legally summoned to serve on a jury shall be granted paid leave in accordance with Broward County Code section 1-9 as shown below, provided such leave is reported in advance to the Department Head and the employee provides documentation to Human Resources. In order to receive full pay for such leave, the employee must remit payment received through the judicial system to the Finance Department however, the employee shall retain any compensation received from the courts in connection with travel or expenses incurred.
- 25.2 If excused and/or released from jury duty, the employee should report for his/her regular employment, provided, however, that at least four (4) hours remain during the regular workday including travel time.

BROWARD COUNTY ORDINANCE – CHAPTER ONE – SECTION 1-9

Sec. 1-9. Compensation by employers to employees for jury service.

(a) This section shall be applicable to and govern all employers located or doing business within Broward County who have employees summoned to jury service within Broward County.

(b) No employer shall withhold wages or salary from a full-time employee summoned to jury service because of the employee's absence from work on any day that the employee, reports for jury duty, or serves as a juror or on a venire panel for a period not to exceed five (5) working days, provided that the employee gives a copy of the summons to his or her immediate supervisor within five (5) working days prior to the commencement of his or her jury service and provided further that the employer can deny or withhold from the employee's usual wages or salary an amount equal to the statutory fees to which the employee is entitled for performing jury service or otherwise. This subsection includes a full-time employee whose regular work schedule does not fall within the daily time period for jury service. The full-time employee shall be excused from work by the employer during each day the employee provides jury service, regardless of the regularly scheduled time such employee reports to work, and shall be compensated by the employer as provided for in this subsection.

(c) Definitions: As used in this Section 1-9, the following terms shall have the meanings respectively ascribed:

(1) Full-time employee shall mean an individual employed by an employer and regularly scheduled to work at least thirty-five (35) hours per week.

(2) Jury service shall mean being summoned and reporting for jury service as well as actual service on a jury, or summoned to sit on a venire panel.

(3) Wages or salary shall mean the employee's regular salary, draw, or compensation, but does not include commissions, overtime pay, or compensation for more than eight (8) working hours per day.

(d) Any person in violation of this section shall be punished as provided by law.

(Ord. No. 86-55, §§ 1-3, 10-14-86; Ord. No. 89-54, § 1, 12-12-89; Ord. No. 2002-63, § 1, 12-10-02)

ARTICLE 26 BEREAVEMENT LEAVE

- 26.1 The City and the Union agree that upon the death of an immediate family member, the employee will be granted immediate time-off with pay, not to exceed five days.
- 26.2 It is agreed that the term "immediate family", means an employee's spouse, child, parent, parent-in-law, sibling, step-child, grandparent, step-parent, step-sibling, half-sibling, sibling-in-law, child-in-law, grandchild, step-grandchild or partner registered under the Broward County Domestic Partnership Ordinance. In the event of divorce, bereavement leave shall apply to the aforementioned individuals.
- 26.3 Bereavement pay will be subject to the review of the Department Director, and only those days actually needed by the employee will be granted. Requests for bereavement leave will not be unreasonably denied.
- 26.4 In the event of the death of a relative not specified herein, the Department Director may authorize sick leave with pay at his discretion and with the approval of the Human Resource Director.

ARTICLE 27 PERSONAL DAY

- 27.1 Employees covered by this contract shall be entitled to three personal days per calendar year in addition to posted holidays. Department head approval will be required for date of use.
- 27.2 Any personal days not used within the calendar year will be lost.
- 27.3 For the first year of employment, regular full time employees hired on or before March 1, will be entitled to three (3) personal days. Employees hired March 2 thru May 31 will be entitled to two (2) personal days. Employees hired June 1 through September 30 will be entitled to one (1) personal day, Employees hired October 1 or later will not be entitled to a personal day this calendar year.

ARTICLE 28 HOLIDAYS

28.1 The following paid holidays will be observed:

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

28.2 In accordance with 12.4 of the Civil Service Administrative Code, the Employee must work the day before and after the holiday to be paid for the holiday.

28.3 Holiday pay will be paid in the pay period in which the holiday occurs and may not be "banked" or converted to any other paid leave.

28.4 An employee who works on a City designated holiday will be paid 1 ½ their regular rate of pay for hours worked on the holiday plus their holiday pay.

28.5 An employee who is called out on a holiday will not receive call out pay but will be paid 1 ½ their regular rate of pay for hours worked with a minimum of three (3) hours.

ARTICLE 29 VACATIONS

- 29.1 All employees covered by this Agreement shall accrue vacation leave in accordance with the Civil Service Administrative Code as of August 1, 2012.
- 29.2 Accrued vacation balances will be paid out in accordance with the Civil Service Administrative Code for all employees; providing that all employees hired before January 1, 1995 will be paid 100% of their vacation time accruals at time of termination.
- 29.3. Vacation "buy backs" will be paid out in accordance with the Civil Service Administrative Code for all employees.

ARTICLE 30 COMPENSATION FOR USE OF PERSONAL VEHICLE

- 30.1 The City agrees to reimburse employees for travel expenses at the City's prevailing rate, should the City request personal vehicle use.
- 30.2 Employees cannot be compelled to use their personal vehicle.

ARTICLE 31 EDUCATIONAL INCENTIVE

- 31.1 The City agrees to provide non-probationary employees covered by this agreement educational assistance. This assistance will be limited to nine credit hours and \$250 toward books, per semester. Programs available for reimbursement must be job related as determined by the Department Director
- 31.2 The employee must complete the City's Educational Assistance Form prior to registration to be eligible. The request must be approved by the Department Director, Human Resource Director, Finance Director and City Manager.
- 31.3 To be eligible for reimbursement, the employee must obtain a grade of "C" or better for each course and provide appropriate receipts and documentation.
- 31.4 If the employee separates from the City within two (2) years, they will be required to reimburse the City for all educational assistance received within that particular year. The City reserves the right to deduct reimbursements from any monies due to the employee from the City, including but not limited to wages, severance, and cash value of any unused vacation or leave time.
- 31.5 Active participants in the DROP plan are not eligible for tuition reimbursement.
- 31.6 Employees will receive a one-time \$25 incentive regardless of the number of courses completed, providing a passing grade is maintained in the course taken

ARTICLE 32 PENSION-RETIREE BENEFITS

- 32.1 The City and the Union agree to continue group insurance benefits to retirees.
- 32.2 Pension and Retiree benefits are governed under City of Dania Beach Code of Ordinances, Chapter 18.
- 32.3 The City shall contribute 5% of the members' base pay to the General Employees Retirement Plan which shall be in lieu of their wage increase for 1987-1988, and shall offset the employees' current contribution rate.
- 32.4 This five percent (5%) shall be paid directly (plus accrued interest) to members upon termination of employment unless said termination is due to retirement or the member has vested rights in the pension plan and elects to leave his/her funds in the plan until he/she is eligible to select a retirement option.
- 32.5 A "DROP" plan will be effective October 1, 1994.
- 32.6 Effective October 1, 1995, employees received a 2.5% benefit accrual rate for all service. The City will contribute not more than 3% toward this benefit beginning October 1, 1996. If additional amounts are required these shall be paid by the employees through payroll deduction.
- 32.7 Employees will be permitted to buy back up to 4 years of active duty time served in the armed services. Employee shall bear all cost related to this item.
- 32.8 Employees will be permitted to buy back previous years of service with the City on terms worked out by the City and the Union. Employee shall bear all cost related to this item.
- 32.9 Effective January 1, 1999, employees received a 3.0% fixed accrual rate for all service. The City contributed 8.08% toward the cost of this benefit October 1, 1999 in the form of a pension supplement, which is considered employee contribution in lieu of salary increase for the Fiscal year 1998-1999.

ARTICLE 33 SENIORITY

- 33.1 Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this agreement. Seniority shall mean the length of continuous service an employee has with the City beginning with the date he/she was employed.
- 33.2 New hire Regular employees shall have a twelve (12) month probationary period and promoted employees will have a six (6) month probationary period for purposes of seniority. During this probationary period, the employee shall have no seniority rights. Upon the completion of the probationary period, the employee's seniority shall be dated from date of hiring.
- 33.3 Departmental seniority is defined as the length of employment within the employee's current department.
- 33.4 Classification seniority is defined as the length of employment within the employee's current classification.
- 33.5 Seniority shall continue and accumulate during the following:
- A. Illness under an approved leave.
 - B. Injury in the line of duty.
 - C. Authorized leaves of absences.
- 33.6 Employees shall lose seniority for the following reasons:
- A. Resignation.
 - B. Discharge for just cause.
 - C. Exceeding an authorized leave of absence. In this case, the employee will not continue to accrue seniority, but will retain what they previously earned.
- 33.7 Departmental seniority will be given first consideration in hours of work, shift assignment, vacation if qualified, overtime, subject to approval of department head.

ARTICLE 34 SAVINGS CLAUSE

- 34.1 If any article or section of this Agreement shall be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted State, Federal or Municipal Legislation, all other articles shall remain in full force and effect for the duration of this Agreement.
- 34.2 In the case of invalidation, both the City and the Union shall meet at reasonable times for the purpose of agreeing to replace and/or rectify the article(s) in question.

ARTICLE 35 WAGES

35.1

Year One (10/1/16-9/30/17)

Retroactive to 10/1/16 employees will receive a 2.5% base wage increase.

Year Two (10/1/17-9/30/18)

Effective 10/1/17 employees will receive a 3 % base wage increase.

Year Three (10/1/18-9/30/19)

Effective 10/1/18 employees will receive a 4 % base wage increase.

There are no additional base wage increases after September 30, 2019 unless agreed to by the parties and reflected in a successor collective bargaining agreement.

ARTICLE 36 CROSS - TRAINING

- 36.1 The City and Union mutually agree that with the introduction of sophisticated computer software in most departments, the need for cross-training within the "home" department as well as within other departments throughout the City exists.
- 36.2 The City and Union agree that those departments affected by the demonstrated need for cross-training shall be allowed to do so even if the assigned cross-training activities are outside the employee's current job description and classification. Employees affected shall also at times be required to perform cross-trained activities in other than their "home" department. Article 18 of this Contract shall prevail where applicable.

ARTICLE 37 LAY-OFF AND BUMPING

- 37.1 Lay-offs will be in accordance with: (1) Seniority, and (2) Qualifications, in a classification within a Department.
- 37.2 When a lay-off takes place, it shall be accompanied by laying off temporary employees first, provisional employees second, probationary employees third, and then permanent employees, in accordance with the criteria established above.
- 37.3 The employer shall forward a list of those employees being laid off to the Local Union when the notices are issued to the employees.
- 37.4 When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee in the same classification grouping with less seniority if he is qualified to do the job.
- 37.5 Employees may, if they so desire, bump an employee in a lower job classification provided the bumping employee has greater seniority than the employee he bumps, has the ability to perform the job, and is willing to work at the decreased rate of pay. Qualification and ability to do the job shall be determined solely by management.
- 37.6 When the work force is increased after lay-off, employees will be recalled according to seniority and qualifications. Notice of recall shall be sent to the employee at his last known address by registered mail. The union shall be notified at the same time. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice recall, he shall be considered to have quit.
- 37.7 Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than one (1) year from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail. No new employee shall be hired until all employees on lay-off who have agreed to return to work have been recalled in the same classification. Probationary employees have no recall rights.
- 37.8 Terms of this Article shall apply exclusively to bargaining unit members. No right shall exist for a bargaining unit employee to displace a non-bargaining unit employee in the same or similar classification for any reason.

ARTICLE 38 PART-TIME EMPLOYEES

- 38.1 Any and all sections of this Agreement between the General Employees and the City, apply mainly to full-time regular employees. However, in order for the Public Employees Relations Commission to approve the AFSCME as the exclusive bargaining unit for the General Employees, part-time employees could not be excluded from the unit.
- 38.2 It is the position of the City to formally recognize part-time employees as members of the unit. Any and all agreed upon wage adjustments throughout the current contract year will be enjoyed by both full-time and part-time employees. The City and the Union agree that fringe benefits (if any) provided to part time employees, including but not limited to, health insurance, education incentive, and pension will be determined by City policy and not subject to the provisions of this agreement. Temporary employees shall earn no benefits except as required by applicable state or federal law.

ARTICLE 39 DRUG FREE AND ALCOHOL FREEWORKPLACE POLICY

- 39.1 The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.
- 39.2 Except as modified herein, the City and Union agree to adhere to the drug testing procedures set forth in Florida Statute 440.101 and 440.102. (See Appendix B)
- 39.3 The City has the right to randomly drug/alcohol test those employees in "mandatory test" positions. In addition to random testing, the City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or controlled substances.
- 39.4. Each employee shall have the right to challenge the City's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision but the rule "Obey first, Grieve later" shall apply to any order to submit to a drug test.
- 39.5 Any discipline imposed for the employee's first offense shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program, the cost of which shall be covered by the City (either through the City's group health plan or independent of the plan if coverage is not available). An employee, who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. The City is obligated to offer rehabilitation to an employee one time; future "relapses" will be dealt with by immediate termination. While participating in the rehabilitation program, the employee's absence from work will be charged against his/her vacation balance. Once this balance is exhausted, the absences will be charged against his/her sick time accrual balance. The employee will accrue vacation and sick benefits for the first thirty (30) days of the absence. Accruals will cease on the 31st day of the absence, and will resume when the employee returns to active duty. For the first two years following the employee's completion of the rehabilitation program, the employee will be subject to drug testing at any time. After two years, the employee will be subject to the City's adopted drug testing policy.
- 39.6 It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may

change its testing methods or procedures and the Union may challenge said change through the grievance procedure if it believes the City acted arbitrarily and capriciously.

- 39.7 An employee who refuses drug or alcohol testing will be terminated.
- 39.8 The parties acknowledge that the City has a Drug Free/Alcohol Free Workplace Policy. That policy applies City-wide. In the event of a conflict between that policy and this Agreement, the terms of the Agreement will prevail.

ARTICLE 40 LABOR MANAGEMENT COMMITTEE

- 40.1 The City and the Union agree to establish a labor-management committee. This committee will be comprised of four (4) members. Two (2) members representing management will be appointed by the City Manager. Two (2) representatives of the Union will be chosen by the Union.
- 40.2 This Committee will meet quarterly, or upon request of either party.

ARTICLE 41 TERM OF AGREEMENT

- 41.1 After a majority vote of those Union members voting on the question of ratification and thereafter upon its ratification by an official resolution of the City Commission ratifying the Agreement and authorizing the City Manager to sign the Agreement on behalf of the City, then the Agreement upon being signed by the appropriate Union representatives and the City Manager, shall become effective upon ratification.
- 41.2 The Agreement shall continue in force until September 30, 2019.

CITY OF DANIA BEACH

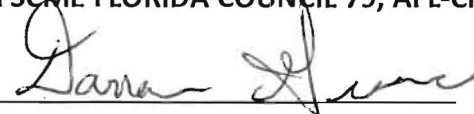


City Manager

7/13/17

Date

AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535



President



Vice president



Council President

7/13/17

Date

ATTEST:

City Clerk

Ratified by the Collective Bargaining unit on

7/6/17

Ratified by the City Commission on

APPENDIX A
Current Pay Grade Order Job Listing - AFSCME

Job Code	Title	FLSA	Pay Plan	Pay Grade	Minimum	Control/Mid	Maximum
531	RECREATION ASSISTANT	N	G	14	23,310.17	29,075.04	34,839.91
140	ADMINISTRATIVE TECHNICIAN	N	G	15	24,438.08	30,578.93	36,719.78
610	CUSTODIAN	N	G	15	24,438.08	30,578.93	36,719.78
240	PERMIT SERVICE CLERK	N	G	15	24,438.08	30,578.93	36,719.78
382	LANDSCAPE/GROUNDS TECH I	N	G	16	25,891.31	32,082.82	38,474.30
360	MAINT WORKER/EQUIP OPERATOR I	N	G	16	25,891.31	32,082.82	38,474.30
242B	BUSINESS LICENSING SPECIALIST	N	G	17	26,944.53	33,712.02	40,479.49
108	METER READER	N	G	17	26,944.53	33,712.02	40,479.49
153	RECORDS SPECIALIST	N	G	17	26,944.53	33,712.02	40,479.49
525	SUMMER FOOD COORDINATOR	N	G	17	26,944.53	33,712.02	40,479.49
120	ADMINISTRATIVE SPECIALIST I	N	G	18	28,323.11	35,341.23	42,359.33
190	CSA / PARKING OPERATIONS SPEC	N	G	18	28,323.11	35,341.23	42,359.33
180	CUSTOMER SERVICE REPRESENTATIVE	N	G	18	28,323.11	35,341.23	42,359.33
191	PARKING ENFORCEMENT OFFICER	N	G	18	28,323.11	35,341.23	42,359.33
390	CEMETARY CARETAKER	N	G	19	29,701.65	37,095.76	44,489.83
381	LANDSCAPE/GROUNDS TECH II	N	G	19	29,701.65	37,095.76	44,489.83
361	MAINT WORKER/EQUIP OPERATOR II	N	G	19	29,701.65	37,095.76	44,489.83
385	PARKS AND GROUNDS TECHNICIAN	N	G	19	29,701.65	37,095.76	44,489.83
102	ACCOUNTING TECHNICIAN II	N	G	20	31,205.54	39,351.58	47,497.59
121	ADMINISTRATIVE SPECIALIST II	N	G	20	31,205.54	39,351.58	47,497.59
410	UTILITIES MECHANIC I	N	G	20	31,205.54	39,351.58	47,497.59
329	CREW LEADER	N	G	21	32,834.75	41,419.42	50,004.07
330	CREW LEADER CSA/BEACH/MARINA	N	G	21	32,834.75	41,419.42	50,004.07
383	LANDSCAPE/GROUNDS TECH III	N	G	21	32,834.75	41,419.42	50,004.07
110	ADMINISTRATIVE ASSISTANT	N	G	22	34,338.64	43,361.92	52,385.21
115	COMPLIANCE OFFICER	N	G	22	34,338.64	43,361.92	52,385.21
241	PERMIT SERVICE SPECIALIST	N	G	22	34,338.64	43,361.92	52,385.21
350	TRADES MECHANIC II	N	G	22	34,338.64	43,361.92	52,385.21
432	TREATMENT PLANT OPERATOR (C)	N	G	22	34,338.64	43,361.92	52,385.21
510	BEACH LIFEGUARD	N	G	23	36,093.16	45,555.08	55,017.01
380	IRRIGATION MECHANIC	N	G	23	36,093.16	45,555.08	55,017.01
412	UTILITIES MECHANIC II - DISTRIBUTION	N	G	23	36,093.16	45,555.08	55,017.01
103	ACCOUNTING SPECIALIST	N	G	24	37,847.69	47,810.91	57,774.12
111	ADMINISTRATIVE COORDINATOR	N	G	24	37,847.69	47,810.91	57,774.12
114	BUSINESS LICENSING COORDINATOR	N	G	24	37,847.69	47,810.91	57,774.12
205A	CODE COMPLIANCE COORDINATOR	N	G	24	37,847.69	47,810.91	57,774.12
194	DOCKMASTER	N	G	24	37,847.69	47,810.91	57,774.12
700	FLEET MECHANIC	N	G	24	37,847.69	47,810.91	57,774.12
711	INSPECTION COORDINATOR	N	G	24	37,847.69	47,810.91	57,774.12
710	PERMIT COORDINATOR	N	G	24	37,847.69	47,810.91	57,774.12
150	REVENUE COORDINATOR	N	G	24	37,847.69	47,810.91	57,774.12
411	UTILITIES MECHANIC II - SEWER	N	G	24	37,847.69	47,810.91	57,774.12
215	CODE COMPLIANCE INSPECTOR	N	G	25	39,852.87	50,254.70	60,656.56
414	MAINTENANCE WORKER/EQUIPMENT OPERATOR III	N	G	25	39,852.87	50,254.70	60,656.56
511	SUPERVISOR, BEACH LIFEGUARDS DELETED	N	G	25	39,852.87	50,254.70	60,656.56
431	TREATMENT PLANT OPERATOR (B)	N	G	25	39,852.87	50,254.70	60,656.56
112	PLANNING ASSOCIATE	N	G	26	41,858.03	52,823.84	63,789.66
720	UTILITIES MECHANIC III, SEWER	N	G	26	41,858.03	52,823.84	63,789.66
300	FLEET MECHANIC/SERVICE COORDINATOR	N	G	27	43,863.22	55,392.99	66,922.73
105b	PURCHASING & CONTRACTS COOR	N	G	28	46,119.04	58,776.72	71,434.37
320	TRADES MAINTENANCE SUPERVISOR	N	G	28	46,119.04	58,776.72	71,434.37
201	BUILDING INSPECTOR	N	G	29	48,374.86	61,721.81	75,068.76
210	CHIEF ELECTRICAL INSPECTOR	N	G	31	53,387.80	68,050.64	82,713.50

NOTE: BOLDDED POSITIONS ARE NO LONGER RECOGNIZED

APPENDIX B

440.101 Legislative intent; drug-free workplaces.—

(1) It is the intent of the Legislature to promote drug-free workplaces in order that employers in the state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. It is further the intent of the Legislature that drug abuse be discouraged and that employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

(2) If an employer implements a drug-free workplace program in accordance with s. 440.102 which includes notice, education, and procedural requirements for testing for drugs and alcohol pursuant to law or to rules developed by the Agency for Health Care Administration, the employer may require the employee to submit to a test for the presence of drugs or alcohol and, if a drug or alcohol is found to be present in the employee's system at a level prescribed by rule adopted pursuant to this act, the employee may be terminated and forfeits his or her eligibility for medical and indemnity benefits. However, a drug-free workplace program must require the employer to notify all employees that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for medical and indemnity benefits.

History.—s. 12, ch. 90-201; s. 12, ch. 91-1; s. 8, ch. 93-415; s. 2, ch. 96-289; s. 1049, ch. 97-103.

440.102 Drug-free workplace program requirements.—The following provisions apply to a drug-free workplace program implemented pursuant to law or to rules adopted by the Agency for Health Care Administration:

(1) **DEFINITIONS.—**Except where the context otherwise requires, as used in this act:

- (a) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- (b) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (c) "Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.
- (d) "Drug rehabilitation program" means a service provider, established pursuant to s. 397.311(33), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
- (e) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
- (f) "Employee" means any person who works for salary, wages, or other remuneration for an employer.
- (g) "Employee assistance program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and followup services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to s. 397.311(33).
- (h) "Employer" means a person or entity that employs a person and that is covered by the Workers' Compensation Law.
- (i) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

(j) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public employer, "job applicant" means only a person who has applied for a special-risk or mandatory-testing position.

(k) "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

(l) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

(m) "Public employer" means any agency within state, county, or municipal government that employs individuals for a salary, wages, or other remuneration.

(n) "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

(o) "Mandatory-testing position" means, with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

(p) "Special-risk position" means, with respect to a public employer, a position that is required to be filled by a person who is certified under chapter 633 or chapter 943.

(q) "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

(2) DRUG TESTING.—An employer may test an employee or job applicant for any drug described in paragraph (1)(c). In order to qualify as having established a drug-free workplace program under this section and to qualify for the discounts provided under s. 627.0915 and deny medical and indemnity benefits under this chapter, an employer must, at a minimum, implement drug testing that conforms to the standards and procedures established in this section and all applicable rules adopted pursuant to this section as required in subsection (4). However, an employer does not have a legal duty under this section to request an employee or job applicant to undergo drug testing. If an employer fails to maintain a drug-free workplace program in accordance with the standards and procedures established in this section and in applicable rules, the employer is ineligible for discounts under s. 627.0915. However, an employer qualifies for discounts under s. 627.0915 if the employer maintains a drug-free workplace program that is broader in scope than that provided for by the standards and procedures established in this section. An employer who qualifies for and receives discounts provided under s. 627.0915 must be reported annually by the insurer to the department.

(3) NOTICE TO EMPLOYEES AND JOB APPLICANTS.—

(a) One time only, prior to testing, an employer shall give all employees and job applicants for employment a written policy statement which contains:

1. A general statement of the employer's policy on employee drug use, which must identify:
 - a. The types of drug testing an employee or job applicant may be required to submit to, including reasonable-suspicion drug testing or drug testing conducted on any other basis.
 - b. The actions the employer may take against an employee or job applicant on the basis of a positive confirmed drug test result.
 2. A statement advising the employee or job applicant of the existence of this section.
 3. A general statement concerning confidentiality.
 4. Procedures for employees and job applicants to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested.
 5. A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. A list of such medications as developed by the Agency for Health Care Administration shall be available to employers through the department.
 6. The consequences of refusing to submit to a drug test.
 7. A representative sampling of names, addresses, and telephone numbers of employee assistance programs and local drug rehabilitation programs.
 8. A statement that an employee or job applicant who receives a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result; that if an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer; and that a person may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.
 9. A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section.
 10. A list of all drugs for which the employer will test, described by brand name or common name, as applicable, as well as by chemical name.
 11. A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission or applicable court.
 12. A statement notifying employees and job applicants of their right to consult with a medical review officer for technical information regarding prescription or nonprescription medication.
- (b) An employer not having a drug-testing program shall ensure that at least 60 days elapse between a general one-time notice to all employees that a drug-testing program is being implemented and the beginning of actual drug testing. An employer having a drug-testing program in place prior to July 1, 1990, is not required to provide a 60-day notice period.
- (c) An employer shall include notice of drug testing on vacancy announcements for positions for which drug testing is required. A notice of the employer's drug-testing policy must also be posted in an appropriate and conspicuous location on the employer's premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

(4) TYPES OF TESTING.—

(a) An employer is required to conduct the following types of drug tests:

1. Job applicant drug testing.—An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
2. Reasonable-suspicion drug testing.—An employer must require an employee to submit to reasonable-suspicion drug testing.
3. Routine fitness-for-duty drug testing.—An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
4. Followup drug testing.—If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a followup to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require followup testing. If followup testing is required, it must be conducted at

least once a year for a 2-year period after completion of the program. Advance notice of a followup testing date must not be given to the employee to be tested.

(b) This subsection does not preclude a private employer from conducting random testing, or any other lawful testing, of employees for drugs.

(c) Limited testing of applicants, only if it is based on a reasonable classification basis, is permissible in accordance with law or with rules adopted by the Agency for Health Care Administration.

(5) PROCEDURES AND EMPLOYEE PROTECTION.—All specimen collection and testing for drugs under this section shall be performed in accordance with the following procedures:

(a) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(b) Specimen collection must be documented, and the documentation procedures shall include:

1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.

2. A form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test result.

(c) Specimen collection, storage, and transportation to the testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

(d) Each confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory as described in subsection (9).

(e) A specimen for a drug test may be taken or collected by any of the following persons:

1. A physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.

2. A qualified person employed by a licensed or certified laboratory as described in subsection (9).

(f) A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

(g) Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within 5 working days after receipt of a positive confirmed test result from the medical review officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer shall provide to the employee or job applicant, upon request, a copy of the test results.

(i) Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

(j) The employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such

documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(k) An employer may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

(l) An employer that performs drug testing or specimen collection shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

(m) An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the employer.

(n) An employer shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee's participation in the program.

(o) If drug testing is conducted based on reasonable suspicion, the employer shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(p) All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) CONFIRMATION TESTING.—

(a) If an initial drug test is negative, the employer may in its sole discretion seek a confirmation test.

(b) Only licensed or certified laboratories as described in subsection (9) may conduct confirmation drug tests.

(c) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.

(d) If an initial drug test of an employee or job applicant is confirmed as positive, the employer's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

(7) EMPLOYER PROTECTION.—

(a) An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

(b) An employer who discharges or disciplines an employee or refuses to hire a job applicant in compliance with this section is considered to have discharged, disciplined, or refused to hire for cause.

(c) No physician-patient relationship is created between an employee or job applicant and an employer or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

(d) Nothing in this section shall be construed to prevent an employer from establishing reasonable work rules related to employee possession, use, sale, or solicitation of drugs, including convictions for drug-related offenses, and taking action based upon a violation of any of those rules.

(e) This section does not operate retroactively, and does not abrogate the right of an employer under state law to conduct drug tests, or implement employee drug-testing programs; however, only those programs that meet the criteria outlined in this section qualify for reduced rates under s. 627.0915.

(f) If an employee or job applicant refuses to submit to a drug test, the employer is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or job applicant as otherwise provided in this section.

(g) This section does not prohibit an employer from conducting medical screening or other tests required, permitted, or not disallowed by any statute, rule, or regulation for the purpose of monitoring exposure of employees to toxic or other unhealthy substances in the workplace or in the performance of job responsibilities. Such screening or testing is limited to the specific substances expressly identified in the applicable statute, rule, or regulation, unless prior written consent of the employee is obtained for other tests. Such screening or testing need not be in compliance with the rules adopted by the Agency for Health Care Administration under this chapter or under s. 112.0455. A public employer may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying mandatory-testing or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department.

(h) No cause of action shall arise in favor of any person based upon the failure of an employer to establish a program or policy for drug testing.

(8) CONFIDENTIALITY.—

(a) Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

(b) Employers, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

(c) Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

(d) This subsection does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

(9) DRUG-TESTING STANDARDS FOR LABORATORIES.—

(a) The requirements of part II of chapter 408 apply to the provision of services that require licensure pursuant to this section and part II of chapter 408 and to entities licensed by or applying for such licensure from the agency pursuant to this section. A license issued by the agency is required in order to operate a drug-free workplace laboratory.

(b) A laboratory may analyze initial or confirmation test specimens only if:

1. The laboratory obtains a license under part II of chapter 408 and s. 112.0455(17). Each applicant for licensure and each licensee must comply with all requirements of this section, part II of chapter 408, and applicable rules.
2. The laboratory has written procedures to ensure the chain of custody.
3. The laboratory follows proper quality control procedures, including, but not limited to:
 - a. The use of internal quality controls, including the use of samples of known concentrations which are used to check the performance and calibration of testing equipment, and periodic use of blind samples for overall accuracy.

- b. An internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing laboratory.
 - c. Security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results.
 - d. Other necessary and proper actions taken to ensure reliable and accurate drug test results.
- (c) A laboratory shall disclose to the medical review officer a written positive confirmed test result report within 7 working days after receipt of the sample. All laboratory reports of a drug test result must, at a minimum, state:
- 1. The name and address of the laboratory that performed the test and the positive identification of the person tested.
 - 2. Positive results on confirmation tests only, or negative results, as applicable.
 - 3. A list of the drugs for which the drug analyses were conducted.
 - 4. The type of tests conducted for both initial tests and confirmation tests and the minimum cutoff levels of the tests.
 - 5. Any correlation between medication reported by the employee or job applicant pursuant to subparagraph (5)(b)2. and a positive confirmed drug test result.

A report must not disclose the presence or absence of any drug other than a specific drug and its metabolites listed pursuant to this section.

(d) The laboratory shall submit to the Agency for Health Care Administration a monthly report with statistical information regarding the testing of employees and job applicants. The report must include information on the methods of analysis conducted, the drugs tested for, the number of positive and negative results for both initial tests and confirmation tests, and any other information deemed appropriate by the Agency for Health Care Administration. A monthly report must not identify specific employees or job applicants.

(10) RULES.—The Agency for Health Care Administration shall adopt rules pursuant to s. 112.0455, part II of chapter 408, and criteria established by the United States Department of Health and Human Services as general guidelines for modeling drug-free workplace laboratories, concerning, but not limited to:

- (a) Standards for licensing drug-testing laboratories and suspension and revocation of such licenses.
 - (b) Urine, hair, blood, and other body specimens and minimum specimen amounts that are appropriate for drug testing.
 - (c) Methods of analysis and procedures to ensure reliable drug-testing results, including standards for initial tests and confirmation tests.
 - (d) Minimum cutoff detection levels for each drug or metabolites of such drug for the purposes of determining a positive test result.
 - (e) Chain-of-custody procedures to ensure proper identification, labeling, and handling of specimens tested.
 - (f) Retention, storage, and transportation procedures to ensure reliable results on confirmation tests and retests.
- (11) PUBLIC EMPLOYEES IN MANDATORY-TESTING OR SPECIAL-RISK POSITIONS.—

(a) If an employee who is employed by a public employer in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(b) An employee who is employed by a public employer in a special-risk position may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the public employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(12) DENIAL OF BENEFITS.—An employer shall deny an employee medical or indemnity benefits under this chapter, pursuant to this section.

(13) COLLECTIVE BARGAINING RIGHTS.—

(a) This section does not eliminate the bargainable rights as provided in the collective bargaining process if applicable.

(b) Drug-free workplace program requirements pursuant to this section shall be a mandatory topic of negotiations with any certified collective bargaining agent for nonfederal public sector employers that operate under a collective bargaining agreement.

(14) **APPLICABILITY.**—A drug testing policy or procedure adopted by an employer pursuant to this chapter shall be applied equally to all employee classifications where the employee is subject to workers' compensation coverage.

(15) **STATE CONSTRUCTION CONTRACTS.**—Each construction contractor regulated under part I of chapter 489, and each electrical contractor and alarm system contractor regulated under part II of chapter 489, who contracts to perform construction work under a state contract for educational facilities governed by chapter 1013, for public property or publicly owned buildings governed by chapter 255, or for state correctional facilities governed by chapter 944 shall implement a drug-free workplace program under this section.

History.—s. 13, ch. 90-201; s. 13, ch. 91-1; s. 1, ch. 91-201; s. 4, ch. 91-429; s. 9, ch. 93-415; s. 3, ch. 95-119; s. 3, ch. 96-289; s. 284, ch. 96-406; s. 198, ch. 96-410; s. 1050, ch. 97-103; s. 99, ch. 97-264; s. 3, ch. 99-186; s. 14, ch. 2000-320; s. 1, ch. 2002-14; s. 5, ch. 2002-78; s. 16, ch. 2002-194; s. 8, ch. 2002-196; s. 51, ch. 2003-1; s. 60, ch. 2004-5; s. 7, ch. 2005-55; s. 178, ch. 2007-230; s. 1, ch. 2009-127; s. 49, ch. 2009-132; s. 2, ch. 2012-8; s. 3, ch. 2013-141.

APPENDIX "C"		
CBA Title	Active (A)/Inactive(I)	Current Title
ACCOUNTING SPECIALIST	A	UTILITY BILLING SPECIALIST
ACCOUNTING TECHNICIAN I & II	A	UTILITY CUSTOMER SERVICE TECHNICIAN
ADMINISTRATIVE COORDINATOR	A	ADMINISTRATIVE COORDINATOR CODE COMPLIANCE COORDINATOR INSPECTION COORDINATOR PERMIT COORDINATOR
ADMINISTRATIVE SPECIALIST I & II	A	ADMINISTRATIVE SPECIALIST I ADMINISTRATIVE SPECIALIST II
ADMINISTRATIVE TECHNICIAN	A	ADMINISTRATIVE TECHNICIAN
ADMINISTRATIVE ASSISTANT	A	ADMINISTRATIVE ASSISTANT
BUILDING INSPECTOR	A	BUILDING INSPECTOR
CEMETERY CARETAKER	A	CEMETERY CARETAKER
CHIEF ELECTRICAL INSPECTOR	I	
CHIEF PLUMBING INSPECTOR	I	
CUSTOMER SERVICE REP	I	
CUSTODIAN	A	BEACH CUSTODIAN
CSA/PARKING ENFORCEMENT SPECIALIST	A	PARKING ENFORCEMENT OFFICER
CREW LEADER	I	
CODE INSPECTOR	A	CODE COMPLIANCE INSPECTOR
FLEET MECHANIC/SERVICE COORDINATOR	A	FLEET MECHANIC
GRANTS COORDINATOR	I	
IRRIGATION MECHANIC	A	IRRIGATION MECHANIC
LANDSCAPE GROUNDS TECH I & II	A	LANDSCAPE/GROUNDS TECH I LANDSCAPE/GROUNDS TECH II LANDSCAPE/GROUNDS TECH III
MAINTENANCE WORKER/EQUIPMENT OPERATOR I, II, & III	A	MAINTENANCE WORKER/EQUIPMENT OPERATOR I MAINTENANCE WORKER/EQUIPMENT OPERATOR II MAINTENANCE WORKER/EQUIPMENT OPERATOR III
MARINE SAFETY LIEUTENANT	I	
MARINE SAFETY OFFICER	I	
METER READER	I	
OCCUPATIONAL LICENSING COORDINATOR	A	REVENUE COORDINATOR
PAYROLL & BENEFITS COORDINATOR	I	
PERMIT SERVICE SPECIALIST	A	PERMIT SERVICE SPECIALIST
PERMIT SERVICE CLERK	I	
PLANNING ASSOCIATE	A	PLANNING ASSOCIATE
POOL LIFEGUARD	A	BEACH LIFEGUARD
PURCHASING AGENT	I	

PURCHASING & CONTRACT COORDINATOR	I	
RECREATION ASSISTANT I & II	A	RECREATION ASSISTANT
RECREATION ATTENDANT	I	
RECREATION LEADER	I	
TECHNICAL SUPPORT SPECIALIST	I	
TRADES MAINTENANCE SUPERVISOR	I	
TRADES MECHANIC I & II	A	FACILITIES MAINTENANCE TECHNICIAN
TREATMENT PLANT OPERATOR TRAINEE	I	
TREATMENT PLANT OPERATOR B	A	TREATMENT PLANT OPERATOR B
TREATMENT PLANT OPERATOR C	A	TREATMENT PLANT OPERATOR C
UTILITIES SERVICE WORKER	I	
UTILITIES MECHANIC	A	UTILITIES MECHANIC II - DISTRIBUTION
		UTILITIES MECHANIC III - SEWER
NONE	A	PARKS & GROUND TECHNICIAN

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT RELATED TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT PROGRAM AMONG THE CITY OF DANIA BEACH, NON EXEMPT MUNICIPALITIES, BROWARD COUNTY, AND BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION, AS REQUIRED BY §163.01 FLORIDA STATUTES, ALSO KNOWN AS THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Resolution, Interlocal Agreement



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, PE, Deputy Director/City Engineer

DATE: July 25, 2017

RE: Interlocal Agreement with Broward County for NPDES-MS4 Cycle 4 Permit

The NPDES (National Pollutant Discharge Elimination System) permit program, created in 1972 by the Clean Water Act (CWA), helps address water pollution by regulating point sources that discharge pollutants to waters of the United States. Polluted stormwater runoff is commonly transported through municipal separate storm sewer systems (MS4s), and then often discharged, untreated, into local water bodies. NPDES permits for regulated MS4s require cities, counties, and states to develop a stormwater management plan (SWMP), which describes the stormwater control practices that will be implemented consistent with permit requirements to minimize the discharge of pollutants from the storm sewer system into a body water.

The City had previous Interlocal Agreements with Broward County pursuant to Section 163.01, Florida Statutes (2016) also known as the "Florida Interlocal Cooperation Act of 1969." The United States Environmental Protection Agency (EPA), by way of the Water Quality Act of 1987, 33 U.S.C. 1251, and 40 CFR 122.42(c), requires the County and the participating municipalities to comply with the applicable conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program. The EPA has recommended that the Broward County Environmental Protection and Growth Management Department (EPGMD) act as "lead permittee" and the non-exempt municipalities, Dania Beach included, and Broward County, as "co-permittess."

Public Services Department is desirous of procuring the services of the County, pursuant to the NPDES MS4 regulations, to manage and/or perform certain technical tasks necessary to determine compliance with the applicable portions of Parts III and V of the NPDES MS4 Permit. The annual costs of this NPDES permit is approximately

\$15,000.00 and is planned for and appropriated in the City's annual stormwater operating budget.

Recommendation

Staff recommends approval of the interlocal agreement between the "lead permittee" and the City of Dania Beach, under the terms and conditions therein and authorize the City Manager to execute same.

RESOLUTION NO. 2017-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT RELATED TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT PROGRAM AMONG THE CITY OF DANIA BEACH, NONEXEMPT MUNICIPALITIES, BROWARD COUNTY, AND BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION, AS REQUIRED BY §163.01 FLORIDA STATUTES, ALSO KNOWN AS THE FLORIDA INTERLOCAL COOPERATION ACT OF 1969; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes (2016) also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida laws; and

WHEREAS, the United States Environmental Protection Agency (EPA), by way of the Water Quality Act of 1987, 33 U.S.C. 1251, and 40 CFR 122.42(c), requires the County and the Parties to comply with the applicable conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program; and

WHEREAS, the EPA has recommended that the Broward County Environmental Protection and Growth Management Department (EPGMD) act as "lead permittee" and the Parties act as "co-permittees;" and

WHEREAS, the State of Florida, pursuant to Section 403.0885, Florida Statutes, as amended, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act, as amended; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has been delegated the NPDES permitting program from the United States EPA and has implemented the program through adoption of Rule 62-624, Florida Administrative Code (F.A.C.), Municipal Separate Storm Sewer Systems, to administer the delegation of the NPDES MS4 Permit program from the EPA; and

WHEREAS, the County, by and through its EPGMD, has the legal authority and ability to coordinate and conduct specific technical activities required by the NPDES MS4 Permits; and

WHEREAS, the County, by and through its Department of Public Works, has the legal authority to plan, design, construct, operate, and maintain County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees; and

WHEREAS, previous Interlocal Agreements executed by the Parties on December 3, 1996, October 20, 1998, June 29, 2004, and May 7, 2013 expired at the conclusion of the third five- year NPDES MS4 Permit on January 4, 2017; and

WHEREAS, Rule 62-4.090, F.A.C., provides that the third five-year NPDES MS4 Permit remain in effect until FDEP's final agency action concerning the permit renewal; and

WHEREAS, FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth cycle five-year period on January 5, 2017; and

WHEREAS, the City of Dania Beach is desirous of procuring the services of the County and coordinating efforts as co-permittees, pursuant to the NPDES MS4 regulations, to manage and perform certain technical tasks necessary to determine compliance with the applicable portions of Parts III and V of the NPDES MS4 Permit;

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

Section 1. 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. The appropriate City Officials are authorized to execute an Interlocal Agreement for NPDES Permitting among Broward County, Florida, the City Of Dania Beach and other non-exempt municipalities if and as applicable.

Section 3. The appropriate City Officials are authorized to do all things necessary and expedient, in order to effectuate the execution of the Agreement described above, and to carry out the aims of this Resolution.

Section 4. Annual costs of this NPDES permit total approximately \$15,000.00 and have been planned and appropriated in the City’s annual stormwater operating budget by the Public Services Department.

Section 5. All resolutions or parts of resolutions in conflict with this Resolution shall be repealed to the extent of such conflict.

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

PASSED AND ADOPTED on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Prepared by:

Michael C. Owens, Sr. Ass't. County Attorney
115 S. Andrews Ave, Room 423
Ft. Lauderdale, FL 33301

**Return original or certified
recorded document to:**

Ashok Raichoudhury, P.E., Licensed Engineer
Environmental Protection and
Growth Management Department
Environmental Engineering & Permitting Div.
1 North University Drive, Mailbox 201
Plantation, FL 33324-2038

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF CITY OF COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL SPRINGS, CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD BEACH, CITY OF HALLANDALE BEACH, TOWN OF LAUDERDALE-BY-THE-SEA, CITY OF LAUDERDALE LAKES, CITY OF LAUDERHILL, CITY OF LIGHTHOUSE POINT, CITY OF MARGATE, CITY OF MIRAMAR, CITY OF NORTH LAUDERDALE, CITY OF OAKLAND PARK, CITY OF PARKLAND, TOWN OF PEMBROKE PARK, CITY OF PEMBROKE PINES, CITY OF PLANTATION, CITY OF POMPAÑO BEACH, TOWN OF SOUTHWEST RANCHES, CITY OF SUNRISE, CITY OF TAMARAC, CITY OF WESTON, CITY OF WEST PARK, AND CITY OF WILTON MANORS RELATING TO SHARING THE RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

This is an Agreement ("Agreement"), made and entered into by and among Broward County, a political subdivision of the State of Florida ("County") and City of Coconut Creek, City of Cooper City, City of Coral Springs, City of Dania Beach, Town of Davie, City of Deerfield Beach, City of Hallandale Beach, Town of Lauderdale-By-The-Sea, City of Lauderdale Lakes, City of Lauderdale Hill, City of Lighthouse Point, City of Margate, City of Miramar, City of North Lauderdale, City of Oakland Park, City of Parkland, Town of Pembroke Park, City of Pembroke Pines, City of Plantation, City of Pompano Beach, Town of Southwest Ranches, City of Sunrise, City of Tamarac, City of Weston, City of West Park, and City of Wilton Manors, municipal corporations existing under the laws of the State of Florida ("Municipalities") (collectively referred to as the "Parties").

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes (2016) also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law; and

WHEREAS, the United States Environmental Protection Agency (EPA), by way of the Water Quality Act of 1987, 33 U.S.C. 1251, and 40 CFR 122.42(c), requires the County and the Parties to comply with the applicable conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program; and

WHEREAS, the EPA has recommended that the Broward County Environmental Protection and Growth Management Department (EPGMD) act as "lead permittee" and the Parties act as "co-permittees;" and

WHEREAS, the State of Florida, pursuant to Section 403.0885, Florida Statutes, as amended, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act, as amended; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has been delegated the NPDES permitting program from the United States EPA and has implemented the program through adoption of Rule 62-624, Florida Administrative Code (F.A.C.), Municipal Separate Storm Sewer Systems, to administer the delegation of the NPDES MS4 Permit program from the EPA; and

WHEREAS, the County, by and through its EPGMD, has the legal authority and ability to coordinate and conduct specific technical activities required by the NPDES MS4 Permits; and

WHEREAS, the County, by and through its Department of Public Works, has the legal authority to plan, design, construct, operate, and maintain County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees; and

WHEREAS, previous Interlocal Agreements executed by the Parties on December 3, 1996, October 20, 1998, June 29th, 2004, and May 7th, 2013 expired at the conclusion of the third five-year NPDES MS4 Permit on January 4, 2017; and

WHEREAS, Rule 62-4.090, F.A.C., provides that the third five-year NPDES MS4 Permit remain in effect until FDEP's final agency action concerning the permit renewal; and

WHEREAS, FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth cycle five-year period on January 5, 2017; and

WHEREAS, the Municipalities are desirous of procuring the services of the County and coordinating efforts as co-permittees, pursuant to the NPDES MS4 regulations, to manage and perform certain technical tasks necessary to determine compliance with the applicable portions of Parts III and V of the NPDES MS4 Permit; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board.** The Board of County Commissioners of Broward County, Florida.

- 1.2 **Contract Administrator.** The Director of the Environmental Engineering and Permitting Division.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.5 **Services.** All work required by Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 2 and Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The Parties shall perform all work identified in this Agreement including without limitation the Scope of Services described in Exhibit A. The Scope of Services stated in this Agreement is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by the Parties impractical, illogical, or unconscionable. The Parties shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.
- 2.2 The Parties acknowledge that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is recorded pursuant to Section 9.23 ("effective date") and shall continue in force and effect for the duration of the fourth cycle of the NPDES MS4 Permit term and any extension or continuation of the NPDES MS4 Permit's effectiveness pursuant to Section 3.2, unless terminated earlier by any Party's written notice of termination provided pursuant to Section 7.2. The continuation of this Agreement beyond the end of any fiscal year of the Parties is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 If the fourth cycle of the NPDES MS4 Permit expires before FDEP issues the permit renewal and the term and conditions of the fourth cycle permit are still in effect under Rule 62-4.090, F.A.C., then the Parties agree to continue to provide the services indicated in this Agreement until issuance of the fifth cycle of the NPDES MS4 Permit. The Municipalities agree to continue to provide the financial contribution in proportion to the number of days between the expiration of the fourth cycle permit and the issuance date of the fifth cycle permit as

indicated on Exhibit B with an escalation factor of the payment rate of two and half percent (2 ½%) each year.

ARTICLE 4. COMPENSATION

Each Municipality will pay County as follows for the 2017 costs:

Services/Goods	Not-To-Exceed Amount
Services	\$600 plus \$0.205 per capita based on the 2010 census data

The Parties' costs thereafter shall be payable in accordance with the schedule in Exhibit B. Payments for 2017 shall be due on April 1, 2017, or the date of the execution of this Agreement, whichever is later, and on or before each April 1st thereafter during the duration of this Agreement, including during any extension of the Parties' services as provided for in Section 3.2. All payments shall be made to County at the address designated for Notices under Section 9.7.

ARTICLE 5. GOVERNMENTAL IMMUNITY

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

ARTICLE 6. GOVERNMENTAL POWERS, FUNCTIONS, AND DUTIES NOT TRANSFERRED

It is specifically understood and agreed that all of the governmental powers, functions, and duties as may be vested in the Municipalities pursuant to Florida Law, or any other law, ordinance, or Charter provision of any Municipality not specifically transferred to or being carried out by County hereunder shall be and are retained by the Municipalities.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by any of the Parties. Termination for convenience by the Board on behalf of County or by any of the Parties shall be effective on the termination date stated in written notice provided to the other Parties, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health,

safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by any Party, County shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. The Parties acknowledge that each have received good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, for the right to terminate this Agreement for convenience.

ARTICLE 8. EEO COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.2 By execution of this Agreement, County represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. The Parties hereby materially rely on such representation in entering into this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the joint property of County and Municipalities, and, if a copyright is claimed, County grants to Municipalities a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by County, whether finished or unfinished, shall be the joint property of County and the Municipalities.

9.2 Public Records. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

- a. Keep and maintain public records required were the Municipalities performing the services under this Agreement;

- b. Upon request from any Municipality, provide that Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the Municipalities; and
- d. Upon completion of the Agreement, maintain at County, at no cost to the Municipalities, all public records in possession of County upon termination of this Agreement or keep and maintain public records required were the Municipalities performing the service. If County transfers the records to the Municipalities, County shall destroy any duplicate public records that are exempt or confidential and exempt. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipalities upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PARTY'S CUSTODIAN OF PUBLIC RECORDS LISTED IN EXHIBIT C.

9.3 Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon representations supplied to Municipalities by County, and County certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.4 Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in

this paragraph is false, County shall have the right to immediately terminate this Agreement and be paid for all services delivered through the date of termination.

9.5 Independent Contractor. County is an independent contractor under this Agreement. In providing Services under this Agreement, neither County nor its agents shall act as officers, employees, or agents of Municipalities. County shall not have the right to bind Municipalities to any obligation not expressly undertaken by County under this Agreement.

9.6 Third Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any Party based upon this Agreement.

9.7 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth in Exhibit D unless and until changed by providing notice of such change in accordance with the provisions of this Section.

9.8 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the Parties. If any Party violates this provision, County shall have the right to immediately terminate this Agreement. County represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. County agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the duties, responsibilities, and obligations pursuant to this Agreement.

9.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.14 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.15 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY ANY OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTIES IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.16 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

9.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.18 Payable Interest

9.22.1 Payment of Interest. The Parties waive, reject, disclaim and surrender any and all entitlement each has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest if such application would be contrary to applicable law.

9.22.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by any Party under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.21 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.22 Use of County Logo. Municipalities shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.23 Recording. This Agreement shall be recorded in accordance with the Florida Interlocal Cooperation Act of 1969. County shall record this instrument at its own expense.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and Municipalities, signing by and through their officials as reflected below, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Michael C. Owens (Date)
Senior Assistant County Attorney

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

MCO/gmb
NPDES MS4 Interlocal Agreement.doc
5/30/17
#17-049.00

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
RESOURCE BURDENS OF THE SYSTEM WIDE NPDES MUNICIPAL SEPARATE STORM SEWER
SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF COCONUT CREEK

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
RESOURCE BURDENS OF THE SYSTEM WIDE NPDES MUNICIPAL SEPARATE STORM SEWER
SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF COOPER CITY

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
RESOURCE BURDENS OF THE SYSTEM WIDE NPDES MUNICIPAL SEPARATE STORM SEWER
SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF CORAL SPRINGS

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

By _____
Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
RESOURCE BURDENS OF THE SYSTEM WIDE NPDES MUNICIPAL SEPARATE STORM SEWER
SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF DANIA BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
RESOURCE BURDENS OF THE SYSTEM WIDE NPDES MUNICIPAL SEPARATE STORM SEWER
SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

TOWN OF DAVIE

Attest:

By _____
Mayor-Councilmember

____ day of _____, 20____

Clerk

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
RESOURCE BURDENS OF THE SYSTEM WIDE NPDES MUNICIPAL SEPARATE STORM SEWER
SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF DEERFIELD BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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CITY OF HALLANDALE BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

TOWN OF LAUDERDALE-BY-THE-SEA

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF LAUDERDALE LAKES

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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SYSTEM PERMIT AND TO AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL
ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF LAUDERHILL

Attest:

By _____
Mayor-Commissioner

____ day of _____, 20____

Clerk

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

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ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF LIGHTHOUSE POINT

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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CITY OF MARGATE

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF MIRAMAR

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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CITY OF NORTH LAUDERDALE

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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CITY OF OAKLAND PARK

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20_____

By _____
Manager

_____ day of _____, 20_____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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CITY OF PARKLAND

Attest:

By _____
Mayor-Commissioner

____ day of _____, 20____

Clerk

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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TOWN OF PEMBROKE PARK

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF PEMBROKE PINES

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF PLANTATION

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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CITY OF POMPANO BEACH

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

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CITY OF SUNRISE

Attest:

By _____
Mayor-Commissioner

Clerk

_____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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TOWN OF SOUTHWEST RANCHES

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES TO SHARE THE
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ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF TAMARAC

Attest:

By _____
Mayor-Commissioner

____ day of _____, 20____

Clerk

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

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CITY OF WESTON

Attest:

By _____
Mayor-Commissioner

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

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CITY OF WEST PARK

Attest:

By _____
Mayor-Commissioner

____ day of _____, 20____

Clerk

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

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ACTIVITIES REQUIRED BY THE FOURTH FIVE-YEAR PERMIT

CITY OF WILTON MANORS

Attest:

By _____
Mayor-Councilmember

Clerk

____ day of _____, 20____

By _____
Manager

____ day of _____, 20____

APPROVED AS TO FORM:

City Attorney

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES
CONCERNING THE FOURTH FIVE-YEAR NPDES MS4 PERMIT NO. FLS000016-004**

EXHIBIT A

BROWARD COUNTY AND MUNICIPALITIES RESPONSIBILITIES

The Permittees consist of the Broward County ("County"), by and through its Public Works Department ("BCPWD") and local governments within Broward County ("Municipalities"). The Permittees shall be responsible for completing the activities under Parts III, V, and VIII of the NPDES MS4 permit. By this Agreement, Broward County, by and through its Environmental Protection and Growth Management Department ("BCEPGMD") will perform specific technical activities under Parts III and V of the NPDES MS4 Permit on behalf of the Permittees.

The tables below identify interlocal responsibilities and reporting requirements for activities under Parts III, V, and VIII of the NPDES MS4 Permit.

PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

A. Implementation of Stormwater Management Programs.

STORMWATER MANAGEMENT PROGRAM:			
<i>1. Structural Controls and Stormwater Collection Systems Operation.</i>			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures operated by the permittee, including, as applicable, all of the types of control structures listed in Table II.A.1.a of the permit.	BCPWD & Municipalities	Report the current known inventory in each ANNUAL REPORT.
	Provide an inventory of all known major outfalls covered by the permit and a map depicting the location of the major outfalls (hard copy or electronic).	BCPWD & Municipalities	Provide the outfall inventory and map with the Year 1 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
1. Structural Controls and Stormwater Collection Systems Operation.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the permit to reduce pollutants, including floatables, in discharges from the MS4. The written Standard Operating Procedure (SOP) shall be reviewed annually. Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the permittee. If these activities are conducted by another entity under a contractual agreement, then the Permittees shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.	BCPWD and Municipalities	Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained in each ANNUAL REPORT. If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
<i>2. Areas of New Development and Significant Redevelopment.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Continue to adhere to the policies of the permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the ERP rules of the SFWMD. Maintain documentation of the new development and significant redevelopment project review activity.	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	Report the number of significant development projects, including new and redevelopment projects reviewed and approved by the permittee for post-development stormwater considerations in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
<i>2. Areas of New Development and Significant Redevelopment.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Conduct an inter-departmental review of the permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping. Develop a summary report of the review activity that includes the following information: all applicable local code and regulation citations reviewed (both current and draft); a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, a plan for implementing changes to codes and regulations. In addition, develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	Provide in the Year 2 ANNUAL REPORT the summary report of the review activity. Provide in the Year 4 ANNUAL REPORT the follow-up report on plan implementation.

STORMWATER MANAGEMENT PROGRAM:			
3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a litter control program for public streets, roads, and highways, including rights-of-way operated by the permittee; and procedures to properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis. The written SOP shall be reviewed annually. Maintain documentation of the litter control program activities.	BCPWD and Municipalities	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each ANNUAL REPORT.
ALL	In addition to the litter collection program, consider promoting and coordinating an "Adopt-A-Road" (or similar) program where volunteers collect litter along roadways within the permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other Permittees, public agencies, or private entities. Maintain documentation of the Adopt-A-Road (or similar program) activities.	BCPWD and Municipalities	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually. * The Permittees shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm. A permittee may use results from a similar study if it is approved by the Department. Maintain documentation of the street sweeping program activities.	BCPWD and Municipalities	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of total nitrogen (TN) and total phosphorus (TP) that were removed by the collection of sweepings, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a roadway maintenance program to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities. The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the <i>Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual</i> (Florida DEP, most current version) and from the <i>State of Florida Erosion and Sediment Control Design and Review Manual</i>, (Prepared for FDOT & FDEP; by the State Erosion and Sediment Control Task Force, 2013) until disturbed areas are stabilized. The permittee shall identify the equipment yards and maintenance shops that support road maintenance activities, and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.	BCPWD and Municipalities	Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
4. Flood Control Projects.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Stormwater treatment shall be provided for all flood management projects undertaken by the permittee as required by the ERP rules of the SFWMD. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible. A "stormwater retrofit project" is primarily to provide stormwater treatment for areas currently without treatment or requiring additional stormwater treatment.	BCPWD and Municipalities	Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did not include stormwater treatment in each ANNUAL REPORT. The permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems.

STORMWATER MANAGEMENT PROGRAM: 5. <i>Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a Municipal Waste Treatment, Storage, or Disposal (TSD) facility program for inspections and implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit: • operating municipal landfills; • municipal waste transfer stations; • municipal waste fleet maintenance facilities; and • other municipal waste treatment, waste storage, and waste disposal facilities. The permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed, and the appropriate pollution control measures and procedures implemented or needing to be implemented.	BCEPGMD in County facilities and Municipalities in their own facilities	Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides (commercial applicator) on permittee-owned property, as well as any permittee personnel (public applicator) employed in the application of these products. Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.	BCPWD and Municipalities	Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each ANNUAL REPORT.
ALL	All permittee personnel applying fertilizer shall be trained through the Green Industry BMP Program. A permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S. Maintain a list of the permittee personnel who have been trained through the Green Industry BMP Program and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.	BCPWD and Municipalities	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Pursuant to Section 403.9337, F.S., all local governments are encouraged to adopt a Florida-Friendly Landscaping Ordinance similar to the one set forth in the <i>Florida-Friendly Guidance Models for Ordinances, Covenants and Restrictions</i>. This model ordinance incorporates Florida-Friendly landscaping and irrigation design requirements, Florida-Friendly fertilizer requirements, and training and certification requirements. If the broader Florida-Friendly Landscaping ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's <i>Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes</i> pursuant to Section 403.9337, F.S., or an ordinance that includes all of the elements set forth in the Model Ordinance. The requirements in this section apply to impaired waterbodies established as of the effective date of this permit. The ordinance shall be adopted within 24 months of the date of permit issuance.	BCEPGMD and Municipalities	Provide a copy of the adopted ordinance with the Year 2 ANNUAL REPORT.
ALL	Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-Friendly landscaping concepts into new landscaping projects.	BCEPGMD	

STORMWATER MANAGEMENT PROGRAM:			
6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for implementation of the program shall include the following and be reviewed annually: * • the goals and objectives; • the topics to be addressed; • a description of the target audience(s); • a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • the methods for distribution; • the annual schedule for the activities/distribution; • the method for documenting the outreach activities; • identification of the staff / department(s) / entities responsible for performing the outreach activities; and • a description of the resources allocated to implement the program. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).	(continued)	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Compliance with this element may be achieved through participating in the Florida Yards and Neighborhoods (FYN) program administered by the UF/IFAS County Extension.	(continued)	
ALL	Implement a pesticide, herbicide and fertilizer application program to minimize the use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products. The written SOP for the program shall be reviewed annually and include items such as: • incorporating Florida-Friendly landscaping and fertilization on all landscape projects; • maintaining an inventory of pesticides, herbicides, and fertilizers; • properly storing products; • eliminating spraying programs with minimal effectiveness; • using non-toxic pesticides where practical; • timing applications for maximum effectiveness by considering growth cycles; and • using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions.	BCPWD and Municipalities	As Needed

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	If the permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the <i>Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses</i> manual (Florida DEP, 2007, or most current version). Maintain documentation of the procedures.	(continued)	

STORMWATER MANAGEMENT PROGRAM: 7. a.) <i>Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Measures.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections. Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of this permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.	BCEPGMD and Municipalities	Report amendments, as needed, in the Year 4 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
7. b.) <i>Illicit Discharges and Improper Disposal - Dry Weather Field Screening.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	***RESERVED*** Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of this permit.	N/A	As Needed

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping, or other sources of non-stormwater to the MS4 (excluding those non-stormwater discharges listed in Part II.7.a). The written SOP for the program shall include the following and be reviewed annually: • a list of priority areas/facilities; • an annual schedule for inspections; • procedures for conducting MS4/facility inspections; • procedures for confirming whether a facility has coverage under the Department's <i>NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity</i> (MSGP, Rule 62-621.300(5), F.A.C.), and notifying the Department's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable); • procedures for tracing the source of an illicit discharge/connection; • procedures for eliminating the discharge/connection; • procedures for documenting inspections and enforcement activities (including use of a standard form/report with the date and findings of inspection, type of illicit discharge found, type of enforcement taken, date of verification of elimination, and non-permitted MSGP facility referrals);	BCEPGMD	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
7. c.) Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	• procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, DEP, DOH or SFWMD); • identification of the staff / department(s) / entities responsible for performing inspections and enforcement activities; and • a description of the resources allocated to implement the plan. Priority areas shall include the following as applicable to the permittee's jurisdiction: • watersheds with bacteria TMDLs; • areas with older infrastructure; • industrial, commercial, or mixed use areas; • facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.); • areas with a history of past illicit discharge and/or illegal dumping; • areas with on-site sewage disposal systems; and • areas upstream of sensitive or impaired water bodies. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. The plan must include annual inspections in each permittee's jurisdiction.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal- Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a reactive investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or illegal dumping to the MS4 based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity. Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem. If an illicit discharge or connection is found, the permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.	BCEPGMD	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
7. c.) <i>Illicit Discharges and Improper Disposal</i> ☐ <i>Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Maintain documentation (standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. c.) Illicit Discharges and Improper Disposal -Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a training program for the training of all appropriate permittee personnel and contractors employed by or under contract with the permittee (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under the Department's MSGP, and the types of facilities covered. The written SOP for the program shall be reviewed annually and include the following: • a description of the topics; • a description of the personnel and contractors targeted; • the methods and materials to be used; • identification of staff/department(s)/entities to perform training; • the method for documenting (in-house and outside) training activities; and • the annual schedule of training for new and current personnel.	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
7. c.) <i>Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a spill prevention/spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities. Maintain documentation of the spill prevention and response activities.	BCPWD and PARIES	Report on the spill prevention and response activities, including the number of spills responded to in each ANNUAL REPORT.
ALL	Implement a training program for the training of all appropriate permittee personnel and contractors employed by or under contract with the permittee (including field crews, firefighters, fleet maintenance staff and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for the program shall include the following and be reviewed annually: • a description of the topics; • a description of the personnel and contractors targeted; • the methods and materials to be used; • identification of the staff / department(s) / outside entities who will perform the training; • the method for documenting (in-house and outside) training activities; and • the annual schedule of training for new and current personnel. A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. e.) <i>Illicit Discharges and Improper Disposal - Public Reporting.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a public education and outreach program to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal into the MS4. The permittee shall maintain and publicize a phone line for public reporting of suspected illicit discharges and improper disposal. The permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered. The written SOP for the program shall include the following and be reviewed annually: • the goals and objectives; • the topics to be addressed; • a description of the target audience(s); • a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • the methods for distribution; • the annual schedule for the activities/ distribution; • the method for documenting activities; • identification of the staff / department(s) / entities responsible for performing the outreach activities; and • a description of the resources allocated to implement the program.	BCEPGMD	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. e.) Illicit Discharges and Improper Disposal - Public Reporting.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. f.) Illicit Discharges and Improper Disposal- Oils, Toxics, and Household Hazardous Waste Control.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household waste (HHW), and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marking of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc. The written SOP for the program shall also include the following and be reviewed annually: • the goals and objectives; • the topics to be addressed; • a description of the target audience(s); • a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • the methods for distribution; • the annual schedule for the activities/ distribution; • the method for documenting the activities; • identification of the staff / department(s) / entities responsible for performing the outreach activities; and • a description of the resources allocated to implement the program.	BCPWD and Municipalities	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of website visits (if applicable) in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 7. f.) Illicit Discharges and Improper Disposal ☐ Oils, Toxics, and Household Hazardous Waste Control.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of Web site visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. g.) <i>Illicit Discharges and Improper Disposal - Limitation of Sanitary Sewer Seepage.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a wastewater contamination program to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow/infiltration from collection/transmission systems and/or septic tank systems. Example activities to reduce sanitary wastewater contamination include: repair/lining of sanitary sewer; septic systems removed emergency generator added. The permittee should contact the appropriate authorities for accurate reporting information, such as the sanitary sewer system operator who is responsible for investigating and eliminating SSOs and the local health department who is responsible for permitting/overseeing septic tank systems. Advise the appropriate utility owner of a possible violation if constituents common to wastewater contamination are discovered in the permittee's MS4. The written SOP shall be reviewed annually. Maintain documentation of the SSOs and inflow/infiltration incidents addressed.	BCPWD and Municipalities	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
8. a.) Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Maintain an up-to-date inventory of all existing high risk facilities discharging into the permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of this permit, high risk facilities include: • operating municipal landfills; • hazardous waste treatment, storage, disposal and recovery facilities; • facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and • any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the permittee's MS4. This may include facilities identified through the proactive inspection program as per Part III.A.7.c of the permit, or an MSGP as the permittee deems necessary.	BCEPGMD	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of facilities newly added each year in each ANNUAL REPORT.
ALL	Implement a high risk facility program for conducting inspections of high risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, compliance with local stormwater regulation requirements, and confirm coverage under the Department's MSGP, if applicable).	BCEPGMD	(see next page)

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for the program shall include the following and be reviewed annually: * • procedures for prioritizing the inventoried facilities for inspection; • an inspection schedule (that includes inspecting each facility at least once during the permit cycle); • procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable); • procedures for addressing illicit discharges to the MS4; • procedures for documenting the inspections and any enforcement activities (including use of a standard form/report); • identification of the staff / department(s) / outside entities responsible for performing the inspections and the enforcement activities; • a schedule for training inspectors as per Part III.A.7.c of the permit; and • a description of the resources allocated to implement the plan. If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the Permittees covered by the agreement.	(continued)	Report on the high risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4. If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. Maintain documentation of the high risk inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
8. b.) <i>Industrial and High Risk Runoff - Monitoring for High Risk Industries.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Sampling of the discharge to the stormwater system may be required on an as-needed basis in the event that inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 CFR 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling. Maintain documentation of the sampling activities.	BCEPGMD	Report the number of high risk facilities sampled in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
9. a.) Construction Site Runoff - Site Planning and Non-Structural & Structural Best Management Practices.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually: * • Implement the local codes or land development regulations that require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4. Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on permittee projects. • Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or DEP Southeast District Office, and the Department's <i>NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities</i> (CGP; Rule 62-621.300(4), F.A.C.), as applicable. • Confirm that ERP and CGP coverage has been obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits). Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.	Municipalities for local ordinances, and BCEPGMD and BCPWD for County regulations	Report the number of permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
9. b.) Construction Site Runoff - Inspection and Enforcement.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a construction site inspection program for stormwater, erosion and sedimentation inspections of construction sites discharging stormwater to the MS4. The plan shall apply to both permittee-operated and privately-operated construction projects discharging into the permittee's MS4, unless the permittee does not have the ability to obtain the legal authority to inspect privately-operated sites. For FDOT District Four & Florida's Turnpike Enterprise, privately-operated sites are those sites within FDOT's right-of-way that were issued a Drainage Connection Permit (DCP); construction inspections are outfall inspections. The written SOP for the program shall include the following and be reviewed annually: • Prioritization and frequency schedule for construction site inspections. The schedule must identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the MEP.	BCEPGMD for unincorporated area and Municipalities in their jurisdiction	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff - Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	• Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the permittee within the written SOP and approved by the Department. • The priority order and inspection frequencies shall be based on the following criteria: 1. Construction site size. Larger sites (as determined by the permittee) shall be inspected more frequently. 2. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently. 3. Significance of adverse water quality impacts. Sites that have been determined by the permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of this permit.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
9. b.) Construction Site Runoff - Inspection and Enforcement.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	4. Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently. 5. Historical inspection considerations. The permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies. 6. Other criteria as determined by the permittee. • The procedures for conducting site inspections (including a construction site inspection checklist), including appropriate stormwater management and water quality inspection items; and confirmation of ERP and CGP coverage. • Procedures for tracking inspections (including use of a summary log) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the permittee's SOP. o site name and location, o site operator, o date of inspection, o name of inspector, o summary of the inspection findings, and o any enforcement actions or referrals.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
9. b.) Construction Site Runoff- Inspection and Enforcement.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the permittee's regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, DEP, or SFWMD).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
9. c.) Construction Site Runoff - Site Operator Training.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a training program for stormwater training/outreach for permittee personnel (and contractors employed by or under contract with the permittee) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All permittee inspectors and site operators (and contractors employed by or under contract with the permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by the Department. The written SOP shall include the following and be reviewed annually: • a description of the topics; • a description of the personnel and contractors targeted; • the methods and materials to be used; • identification of the staff / department(s) / entities to perform the training; • method for documenting (in-house and outside) training activities; and • annual schedule of training for new and current personnel.	BCEPGMD to provide training based on the staff sent by BCPWD and Municipalities	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained and the number of private construction site operators trained by the permittee in each ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:			
9. c.) Construction Site Runoff - Site Operator Training.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit. Maintain documentation of the training activities, including the date, type, topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

PART V. MONITORING REQUIREMENTS**A. Annual Loadings and Event Mean Concentrations.**

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Each permittee shall provide estimates of the average annual pollutant loading for the constituents listed in Table V.A.1 for each “major outfall” or “major watershed” within their MS4. The average annual pollutant loading for each major outfall or major watershed shall be estimated using local event mean concentration (EMCs) derived from storm event monitoring or the State’s EMCs listed in the Department’s <i>NPDES Phase I MS4 Permitting Resource Manual</i> (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.	BCEPGMD will calculate loading based on the outfall data provided by Municipalities and BCPWD	Report Annually
ALL	Each permittee shall provide a table of average annual pollutant loadings and EMCs. Each permittee shall compare the current cycle’s average annual pollutant loadings with those from the previous cycle’s Year 3 ANNUAL REPORT. In addition, each permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the Permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 ANNUAL REPORT.	BCEPGMD will calculate loading based on the outfall data provided by Municipalities and BCPWD	Year 3 ANNUAL REPORT

A. Annual Loadings and Event Mean Concentrations.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	If the total annual pollutant loadings for each parameter in Table V.A.1 have not decreased since the issuance of the previous MS4 permit, each permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters, in the Year 4 ANNUAL REPORT.	Municipalities and BCPWD	Report in Year 4 ANNUAL REPORT

B. Assessment Program.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<i>Assessment Program Objective:</i> The purpose of the assessment program is to provide information for the permittee to determine the overall effectiveness of the SWMP in reducing stormwater pollutant loadings from the MS4. The following elements shall be used to develop the assessment program: a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely effecting surface water resources. b. Pollutant loadings. c. A description of how the data from a. and/or b. above will be used to: (1) evaluate trends in pollutant loadings from the MS4 and in water quality; and (2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures. Each permittee, or Permittees operating under a collaborative assessment program, shall develop and submit an assessment program to the Department for review and approval within 12 months of permit issuance. Prior to Department approval, the permittee shall continue to implement their previously approved monitoring program. If multiple Permittees operate under one collaborative assessment program, the program shall specify which Permittees are collaborating on which elements in 1.a. through c. above, within an interlocal agreement. The monitoring plan shall be prepared in accordance with the Department's <i>Guidance for Preparing Stormwater Monitoring Plans as Required for Phase I Municipal Separate Storm Sewer System (MS4) Permits</i> (most current version).	BCPWD and Municipalities on basis of the monitoring data and loading calculation provided by EPGMD	Submit an assessment program to the Department for review and approval within 12 months of permit issuance. Each ANNUAL REPORT shall include the following: Status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. Brief discussion of the assessment program results to date which includes a summary of the water quality monitoring data and/or stormwater pollutant loading changes from the reporting year. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. NOTE: Analysis must be specific to each permittee's SWMP.

PART VIII. STORMWATER DISCHARGE COMPLIANCE AND WATER QUALITY STANDARDS**B. Requirement for Total Maximum Daily Load (TMDL)**

2. For water bodies with a TMDL and without a BMAP.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
All discharges to receiving waters with TMDLs and associated allocations	Each permittee shall develop a list of TMDL water bodies into which its MS4 discharges. If the permittee discharges into only one TMDL water body, the permittee shall prioritize that water body. If the permittee discharges into more than one TMDL water body, each permittee shall develop a list of factors to rank these water bodies. Each permittee shall prioritize the water body(ies) that will be addressed within the permit cycle and include a schedule for completing the remaining tasks set forth in Parts VIII.B.2.b through VIII.B.3.a for the prioritized water body(ies) within the current permit cycle. Each permittee shall prepare a final report that includes the list of ranked water bodies that the MS4 discharges into and factors used, the prioritized TMDL water body(ies), and the associated schedule for completing the remaining tasks for those TMDL water body(ies) that will be addressed within the current permit cycle.	BCPWD and Municipalities	The plan shall be submitted to DEP within six months of the effective date of the permit for review and approval.

3. Discharging into Waters with a Bacteria TMDL that does not have a BMAP			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
All discharges to receiving waters with Bacteria TMDLs	If the permittee has prioritized a bacteria TMDL in Part VIII.B.2.a, the permittee shall develop a Bacterial Pollution Control Plan (BPCP) to identify the sources and activities to reduce bacteria loadings from the MS4 to the Maximum Extent Practicable (MEP).	BCPWD and Municipalities	Submit the Bacteria Pollution Control Plan with the Year 3 ANNUAL REPORT.
	Each ANNUAL REPORT shall include a table summarizing the status of the TMDL process. The report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.		Annually

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTIES
CONCERNING THE FOURTH CYCLE FIVE-YEAR NPDES MS4 PERMIT NO. FL5000016-004

Exhibit B
Financial Contribution for Each Party by Year

Party	2010 Population	April 1st, 2017	April 1st, 2018	April 1st, 2019	April 1st, 2020	April 1st, 2021
Coconut Creek	52,909	\$11,446	\$11,733	\$12,026	\$12,326	\$12,635
Cooper City	28,547	\$6,452	\$6,613	\$6,779	\$6,948	\$7,122
Coral Springs	121,096	\$25,425	\$26,060	\$26,712	\$27,380	\$28,064
Dania Beach	29,639	\$6,676	\$6,843	\$7,014	\$7,189	\$7,369
Davie	91,992	\$19,458	\$19,945	\$20,443	\$20,955	\$21,478
Deerfield Beach	75,018	\$15,979	\$16,378	\$16,788	\$17,207	\$17,637
Hallandale	37,113	\$8,208	\$8,413	\$8,624	\$8,839	\$9,060
Lauderdale-by-the-Sea	6,056	\$1,841	\$1,888	\$1,935	\$1,983	\$2,033
Lauderdale Lakes	32,593	\$7,282	\$7,464	\$7,650	\$7,841	\$8,037
Lauderhill	66,887	\$14,312	\$14,670	\$15,036	\$15,412	\$15,798
Lighthouse Point	10,344	\$2,721	\$2,789	\$2,858	\$2,930	\$3,003
Margate	53,284	\$11,523	\$11,811	\$12,107	\$12,409	\$12,719
Miramar	122,041	\$25,618	\$26,259	\$26,915	\$27,588	\$28,278
North Lauderdale	41,023	\$9,010	\$9,235	\$9,466	\$9,702	\$9,945
Oakland Park	41,363	\$9,079	\$9,306	\$9,539	\$9,778	\$10,022
Parkland	23,962	\$5,512	\$5,650	\$5,791	\$5,936	\$6,084
Pembroke Park	6,102	\$1,851	\$1,897	\$1,945	\$1,993	\$2,043
Pembroke Pines	154,750	\$32,324	\$33,132	\$33,960	\$34,809	\$35,679
Plantation	84,955	\$18,016	\$18,466	\$18,928	\$19,401	\$19,886
Pompano Beach	99,845	\$21,068	\$21,595	\$22,135	\$22,688	\$23,255
Southwest Ranches	7,345	\$2,106	\$2,158	\$2,212	\$2,268	\$2,324
Sunrise	84,439	\$17,910	\$18,358	\$18,817	\$19,287	\$19,769
Tamarac	60,427	\$12,988	\$13,312	\$13,645	\$13,986	\$14,336
Weston	65,333	\$13,993	\$14,343	\$14,702	\$15,069	\$15,446
West Park	14,156	\$3,502	\$3,590	\$3,679	\$3,771	\$3,866
Wilton Manors	11,632	\$2,985	\$3,059	\$3,136	\$3,214	\$3,294
BCPWD	16,357	\$3,953	\$4,052	\$4,153	\$4,257	\$4,364
Total	1,439,208	\$311,238	\$319,019	\$326,994	\$335,169	\$343,548

Year 2017 cost is based on flat fee of \$600 per municipality plus \$0.205 per capita, based on 2010 Census data and 2.5% increase each year

This proposed fee is subject to Broward County Commission approval

Exhibit C
Parties' Public Records Custodians Pursuant to Section 9.2

BROWARD COUNTY - ASHOK RAICHOUDHURY, (954) 519-1490, ARAICHOUDHURY@BROWARD.ORG, 1 N UNIVERSITY DRIVE, #201, PLANTATION, FL 33324

CITY OF COCONUT CREEK - CITY CLERK, LESLIE WALLACE MAY, 954-973-6774, PUBLICRECORDS@COCONUTCREEK.NET, 4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063

CITY OF COOPER CITY - CITY CLERK/DIRECTOR OF ADMINISTRATIVE SERVICES, KATHRYN SIMS, 954-434-4300, KSIMS@COOPERCITYFL.ORG, P.O. BOX 290910, COOPER CITY, FLORIDA 33329-0910

CITY OF CORAL SPRINGS - CITY CLERK, DEBRA DORE THOMAS, 954-344-1067, DTHOMAS@CORALSPRINGS.ORG, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065

CITY OF DANIA BEACH - CITY CLERK, LOUISE STILSON, 954-924-6800, LSTILSON@DANIABAECHFL.GOV, 100 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA 33004

TOWN OF DAVIE - TOWN CLERK, EVELYN ROIG, 954-797-1011, EVELYN_ROIG@DAVIE-FL.GOV, 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314

CITY OF DEERFIELD BEACH - CITY CLERK, SAMANTHA GILLYARD, 954-480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, 150 NORTHEAST SECOND AVENUE, DEERFIELD BEACH, FLORIDA 33441

CITY OF HALLANDALE BEACH - MARIO BATAILLE, 954-457-1339, MBATAILLE@COHB.ORG, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA 33009

TOWN OF LAUDERDALE-BY-THE SEA - TOWN CLERK, TEDRA ALLEN, 954-640-4201, TEDRAA@LAUDERDALEBYTHESEA-FL.GOV, 4501 OCEAN DRIVE, LAUDERDALE-BY-THE-SEA FLORIDA 33308

CITY OF LAUDERDALE LAKES - CITY CLERK, SHARON HOUSLIN, 954-535-2707, SHARONH@LAUDERDALELAKES.ORG, 4300 NORTHWEST 36 STREET, LAUDERDALE LAKES, FLORIDA 33319

CITY OF LAUDERHILL - CITY CLERK, ANDREA M. ANDERSON, 954-730-3010, AANDERSON@LAUDERHILL-FL.GOV, 5581 W OAKLAND PARK BLVD., LAUDERHILL, FLORIDA 33313

CITY OF LIGHTHOUSE POINT - CITY CLERK, JENNIFER OH, 954-943-6500, JOH@LIGHTHOUSEPOINT.COM, 2200 NE 38TH ST., LIGHTHOUSE POINT, FL 33064

CITY OF MARGATE - CITY CLERK, JOSEPH KAVANAGH, 954-972-6454, JJKAVANAGH@MARGATEFL.COM, 5790 MARGATE BOULEVARD, MARGATE, FLORIDA 33063

CITY OF MIRAMAR - CITY CLERK, DENISE A. GIBBS, 954-602-3011, DAGIBBS@MIRAMARFL.GOV, 2300 CIVIC CENTER PLACE, MIRAMAR, FLORIDA 33023

CITY OF NORTH LAUDERDALE - CITY CLERK, PATRICIA VANCHERI, 954-724-7056, PVANCHERI@NLAUDERDALE.ORG, 701 SOUTHWEST 71 AVENUE, NORTH LAUDERDALE, FLORIDA 33068

CITY OF OAKLAND PARK - CITY CLERK, RENEE SHROUT, 954-630-4298, RENEEES@OAKLANDPARKFL.GOV, 5399 NORTH DIXIE HIGHWAY, SUITE 3, OAKLAND PARK, FLORIDA 33334

CITY OF PARKLAND - CITY CLERK, JENNIFER JOHNSON, 954-757-4132, JLJOHNSON@CITYOFPARKLAND.ORG, 6600 UNIVERSITY DR., PARKLAND, FLORIDA 33067

TOWN OF PEMBROKE PARK - PUBLIC WORKS DIRECTOR, TODD V. LARSON, 954-9664600 EXT. 238, TLARSON@TOWNOFPEMBROKEPARK.COM AND STEPHANIE WOODBURY SWOODBURY@TOWNOFPEMBROKEPARK.COM, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023

CITY OF PEMBROKE PINES - CITY ENGINEER, KARL KENNEDY, 954-518-9040, KKENNEDY@PPINES.COM, 8300 SOUTH PALM DRIVE, PEMBROKE PINES, FLORIDA 33026

CITY OF PLANTATION - CITY CLERK, SUSAN SLATTERY, 954-797-2719, SSLATTERY@PLANTATION.ORG, 400 NORTHWEST 73 AVENUE, PLANTATION, FLORIDA 33317

CITY OF POMPANO BEACH - CITY CLERK, ASCELETA HAMMOND, 954-786-4611, RECORDSCUSTODIAN@COPBFL.COM, 100 WEST ATLANTIC BOULEVARD, P. O. DRAWER 1300, POMPANO BEACH, FLORIDA 33061

TOWN OF SOUTHWEST RANCHES - ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, RUSSELL MUNIZ, 954-434-0008, RMUNIZ@SOUTHWESTRANCHES.ORG, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330

CITY OF SUNRISE - CITY CLERK, FELICIA M. BRAVO, 954-746-3333, CITYCLERK@SUNRISEFL.GOV, 10770 WEST OAKLAND PARK BLVD., SUNRISE, FLORIDA 33351

CITY OF TAMARAC - CITY CLERK, PAT TEUFEL, 954-597-3506, PATT@TAMARAC.ORG, 7525 NORTHWEST 88 AVENUE, TAMARAC, FLORIDA 33321

**CITY OF WESTON - CITY CLERK, PATRICIA BATES, 954-385-2000,
PBATES@WESTONFL.ORG, 17200 ROYAL PALM BOULEVARD, WESTON, FL
33326**

**CITY OF WEST PARK - CITY CLERK, ALEXANDRA GRANT, 954-989-2688 EXT. 205,
AGRANT@CITYOFWESTPARK.ORG, 1965 S SR7, WEST PARK, FLORIDA 33023**

**CITY OF WILTON MANORS - CITY CLERK, KATHRYN SIMS, 954-390-2123,
KSIMS@WILTONMANORS.COM, CITY OF WILTON MANORS, 2020 WILTON
DRIVE, WILTON MANORS, FLORIDA 33305**

Exhibit D
Parties' Addresses for Notice Pursuant to Section 9.7

IF TO COUNTY:

Environmental Protection and Growth
Management Department
Director, Broward County Environmental
Engineering and Permitting Division
1 N University Dr. #201
Plantation, FL 33324

Unincorporated Broward County
Director, Public Works Department
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

IF TO MUNICIPALITIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
btooley@coconutcreek.net

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328
Mayor_Ross@CooperCityFL.org

Mayor, City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
wcampbell@coralsprings.org

Mayor, City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
tamarajames@daniabeachfl.gov

Mayor, Town of Davie
6591 Orange Drive
Davie, Florida 33314
judy_paul@davie-fl.gov

Mayor, City of Deerfield Beach
150 Northeast Second Avenue
Deerfield Beach, Florida 33441
web.commission@Deerfield-Beach.com

Mayor, City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
jcooper@hallandalebeachfl.gov

Mayor, Town of Lauderdale-by-the Sea
4501 Ocean Drive
Lauderdale-by-the-Sea Florida 33308
scotsasser@lauderdalebythesea-fl.gov

Mayor, City of Lauderdale Lakes
4300 Northwest 36 Street
Lauderdale Lakes, Florida 33319
HazelleR@lauderdalelakes.org

Mayor, City of Lauderhill
5581 W Oakland Park Blvd
Lauderhill, Florida 33313
rkaplan@lauderhill-fl.gov

Mayor, City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, Florida 33064
gtroast@lighthousepoint.com

and

John Lavisky, City Administrator
2200 NE 38th Street
Lighthouse Point, Florida 33064
jlavisky@lighthousepoint.com

Mayor, City of Miramar
2300 Civic Center Place
Miramar, Florida 33023
wmessam@miramarfl.gov

Mayor, City of Oakland Park
5399 North Dixie Highway, Suite 3
Oakland Park, Florida 33334
JohnA@oaklandparkfl.gov

Mayor, Town of Pembroke Park
3150 Southwest 52 Avenue
Pembroke Park, Florida 33023
amohammed@townofpembrokepark.com

Mayor, City of Plantation
400 Northwest 73 Avenue
Plantation, Florida 33317
Mayor@Plantation.org

Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
dmckay@southwestranches.org

Mayor, City of Margate
5790 Margate Boulevard
Margate, Florida 33063
truzzano@margatefl.com

Mayor, City of North Lauderdale
701 Southwest 71 Avenue
North Lauderdale, Florida 33068
jbrady@nlaiderdale.org

Mayor, City of Parkland
6600 University Dr.
Parkland, Florida 33067
chunschofsky@cityofparkland.org

Mayor, City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026
fortis@ppines.com

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
P. O. Drawer 1300
Pompano Beach, Florida 33061
amar.fisher@copbfl.com

Mayor, City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
mryan@sunrisefl.gov

With copy to:

City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351
cityattorney@sunrisefl.gov

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, Florida 33321
Harry.Dressler@tamarac.org

Mayor, City of West Park
1965 S SR7
West Park, Florida 33023
EJones@cityofwestpark.org

Mayor, City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
dsterner@westonfl.org

Mayor, City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
gresnick@wiltonmanors.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING THE 2017 "JOINT POSITION STATEMENT OF THE BROWARD COUNTY CHIEFS OF POLICE ASSOCIATION AND FIRE CHIEFS ASSOCIATION OF THE BROWARD COUNTY CONSOLIDATED E911 COMMUNICATIONS SYSTEM".

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Resolution, Exhibit A

RESOLUTION NO. 2017-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING THE 2017 “JOINT POSITION STATEMENT OF THE BROWARD COUNTY CHIEFS OF POLICE ASSOCIATION AND FIRE CHIEFS ASSOCIATION OF THE BROWARD COUNTY CONSOLIDATED E911 COMMUNICATIONS SYSTEM;” PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Regional E911 Communications System is complex and comprised not only of the Public Service Answering Points (“PSAPs,” commonly understood as the E911 communication centers) within the E911 Communications System, but also radios utilized by first responders and governmental agencies in the field, radio towers in support of them, supportive and necessary hardware and software technology in both the PSAPs and in the field, personnel who serve as communicators in the PSAPs, hospitals and trauma professionals and many other components; and

WHEREAS, superior performance, transparency of performance reporting, oversight of the system by those who have appropriate public safety experience and expertise commensurate with the complexity of the system are crucial not only to meet the life and property saving mission, but also for the safety of first responders and for instilling public confidence in the E911 system overall; and

WHEREAS, a continued commitment to overall excellence, best practices and deployment of procedural and technological advances requires continued and sustained vigilance across the entire E911 Communications System; and,

WHEREAS, the Broward County Chiefs of the Police Association and Fire Chiefs Association of Broward County have adopted a Joint Position Statement (“Joint Statement”) which includes recommendations for the Broward County Charter Review Commission to support Charter amendments creating (1) a Public Safety Communications Advisory Council and (2) an Office of the Director of Public Safety Communications; and

WHEREAS, the Broward County Charter Review Commission has convened to address potential Charter changes to the Broward County Charter; and

WHEREAS, the City of Dania Beach supports the Joint Statement and urges the Broward County Charter Review Commission to consider the recommendations proposed in the Joint Statement;

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

Section 1. That the foregoing recitals are ratified and incorporated as the legislative intent of this Resolution.

Section 2. The City Commission of the City of Dania Beach, Florida supports the “Joint Position Statement of the Broward County Chiefs of the Police Association and Fire Chiefs Association of Broward County Consolidated E911 Communication System” and urges the Broward County Charter Review Commission to adopt the recommendations proposed within the Joint Statement and place such recommendations on the 2018 ballot for consideration by the voters of Broward County. A copy of the Joint Statement is attached to and made a part of this Resolution as Exhibit “A.”

Section 3. The City Clerk is directed to forward a copy of this Resolution to the Broward County Commission, the Broward Sheriff’s Office, the Broward County Consolidated Communications Committee, the Broward County Charter Review Commission, and all Broward County municipalities.

Section 4. This Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED ON July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Broward County

Chiefs of Police Association

*Hillsboro Beach Police Department - 1210 Hillsboro Mile Suite B
Hillsboro Beach, FL 33062*



Joint Position Statement of the
Broward County Chiefs of Police Association
and Fire Chiefs Association of Broward County
Consolidated E911 Communications Systems
June 15, 2017

Police Chief Thomas Nagy, President

Fire Chief Thomas Dibernardo, President

This Joint Position Statement has been adopted by both the Broward County Chiefs of Police Association and the Fire Chiefs Association of Broward County as part of our continuing commitment to the construction and implementation of a successful countywide Regional E911 Consolidated Communication System (hereinafter referred to as "Regional E911 Communication System").

Our Joint Position Statement is offered in the spirit of cooperation and collaboration. Our common goal is to better ensure the long term stability of the Regional E911 Communication System and all of its components.

General Statement of Improvements and Successes

At the outset, it is important to highlight just a few of the successes of the new regional E911 system:

- Consolidated 11 separate PSAPs into 3 PSAPs, all of which have the capacity to "talk" to each other and to shift call handling and dispatching responsibilities depending on loads and needs;
- Consolidated into 3 PSAPs with significant structural and redundancy protections not previously available across all 11 prior centers;
- The virtual elimination of call transfers related to misdirected calls;
- For the first time in Broward County history, there is a transparent performance reporting process across the Regional E911 Communications System, representing over 2 million E911 calls annually; or 7,000 / day (91.56% of all E911 calls within Broward County);
- The Quality Control efforts to address root-cause analysis has provided opportunities to implement operational improvements across the entire Regional E911 Communications System;
- The recent introduction of the next generation CAD system has allowed for improvements to call taking, call handling and dispatching functions;
- The creation of a joint police and fire operational review committee;

PRESIDENT Chief Thomas Nagy Hillsboro Beach Police Department 1210 Hillsboro Mile Hillsboro Beach, FL 33062 (954) 427-6600 tnagy@townofhillsborobeach.com	VICE PRESIDENT Chief W. Howard Harrison Plantation Police Department 451 NW 70 Terrace Plantation, FL 33317 (954) 797-2171 hharrison@psd.plantation.org	SECRETARY Chief Anthony Pustizzi Coral Springs Police Department 2801 Coral Springs Drive Coral Springs, FL 33071 tpustizzi@coralsprings.org	TREASURER Chief Dana Watson Margate Police Department 5790 Margate Boulevard Margate, FL 33063 (954) 935-5412 dwatson@margatefl.com	SERGEANT-AT-ARMS Chief Tomas Sanchez Hollywood Police Department 3250 Hollywood Boulevard Hollywood, FL 33021 (954) 764-4357 tsanchez@hollywoodfl.org
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The County retained Fitch & Associates to evaluate the Regional E911 Communications System. Fitch & Associates issued a Report which made specific findings and proposed recommendations. The Fitch & Associates report highlights what we believe is a critical issue that has challenged the Regional E911 Communication System from its inception: County Administration and the Office of Regional Communications and Technology (ORCAT) making operational decisions when they have no operational expertise in E911 call taking, police and fire/rescue dispatching, and the operational requirements of the police and fire/rescue services. We believe the proper mission of the ORCAT is to fully support the operator of the system and participating municipalities.

For the past few years, The Broward County Consolidated Communications Committee, a committee created by the Board of County Commissioners, has provided an important opportunity for stakeholders and the public to have input and oversight, as well as a level of transparency related to performance of the entire Communications system. This level of engagement by the stakeholders and level of transparency related to performance was unprecedented historically and represented a predicate condition to support confidence from the stakeholders. While the Fitch & Associates report has recommended this Committee could be sunset if all the recommendations contained in the Fitch & Associates report were implemented, the institutionalization of the engagement and transparency features of such a Committee furthers the goals of the Regional E911 Communications System.

Also, notably, the Fire Rescue Standards Council, initiated as part of Charter Section 5.03, has been the subject of some discussion related to a potential sunset opportunity. The BCCPA does not take a position in this regard. However, the Fire Chiefs Association notes that the remaining mission of the Fire Rescue Standards Council could be migrated to a broader public safety advisory council, thereby eliminating some duplication and reducing any cost impact.

Therefore, The Broward County Chiefs of Police Association and the Fire Chiefs Association of Broward County strongly encourage the Broward County Charter Review Commission to support a County Charter Amendment for the creation of a Public Safety Communications Advisory Council. The advisory council should be comprised of thirteen (13) members as follows:

- Broward County Chiefs of Police Association (2)
- Broward County Fire Chiefs Association (2)
- Broward Sheriff's Office (2)
- Broward County City-County Manager's Association (1)
- Trauma Management Agency (1)
- EMS Council (1)
- Fire Rescue Council (1) [NEED A SUBSTITTUE IF ROLL UP/SUNSET]
- Business Community (1)
- County Administration represented by a Director of Public Safety Communications;
- Broward League of Cities (1)

PRESIDENT Chief Thomas Nagy Hillsboro Beach Police Department 1210 Hillsboro Mile Hillsboro Beach, FL 33062 (954) 427-6600 tnagy@townofhillsborobeach.com	VICE PRESIDENT Chief W. Howard Harrison Plantation Police Department 451 NW 70 Terrace Plantation, FL 33317 (954) 797-2171 hharrison@psd.plantation.org	SECRETARY Chief Anthony Pustizzi Coral Springs Police Department 2801 Coral Springs Drive Coral Springs, FL 33071 tpustizzi@coralsprings.org	TREASURER Chief Dana Watson Margate Police Department 5790 Margate Boulevard Margate, FL 33063 (954) 935-5412 dwatson@margatefl.com	SERGEANT-AT-ARMS Chief Tomas Sanchez Hollywood Police Department 3250 Hollywood Boulevard Hollywood, FL 33021 (954) 764-4357 tsanchez@hollywoodfl.org
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The Public Safety Communications Advisory Council's duties would be to:

- Review and analyze performance metrics and overall performance of the Consolidated E911 system and all of its components;
- Review and analyze the emergency and public safety radio system performance;
- Review and analyze the regional law and fire records management systems;
- Review and analyze the regional computer aided dispatch system;
- Coordinate and collaborate with municipalities to ensure maximum countywide involvement of all stakeholders;
- Provide recommendations to maintain and provide advancements in the area of Public Safety Communications;
- Remaining mission points of the Fire Rescue Standards Council.

The mission of the Public Safety Communication Advisory Council is similar to the mission of the Fire-Rescue Council, not to make operational decisions or supplant the experts in public safety, but rather to facilitate the necessary intersection of the many stakeholders in the overall performance of the Regional E911 Communications System.

Additionally, a central philosophy for success of regionalization and consolidation of E911 services is that the day-to-day operation of the system must be predominately the responsibility of the public safety professionals; this is a key component of other models of consolidation.

However, as noted by various stakeholders over the past few years, as well as in the Fitch & Associates report, a source of continuing lack of confidence has been the role of the County Administration, through ORCAT, in operational public safety decisions. Notably, ORCAT has limited public safety experience and the responsible County Administrators have none.

Yet, the Regional E911 Communications System is a very complex and integrated system, which includes not only the E911 infrastructure housed at the consolidated sites, but also the integration of radio systems of the municipal and other governmental entities, radio towers, issues of linkage to the emergency medical services, crisis and disaster management.

Currently, the operator is the Broward Sheriff's Office. So long as there is a division of responsibility between the County and BSO, where the County Administration has funding and oversight responsibility, there is a need for significant public safety expertise on the part of the County Administration. Therefore, based upon the current structure of responsibility, The Broward County Chiefs of Police Association and the Fire Chiefs Association of Broward County further encourage the Broward County Charter Review Commission to support a County Charter Amendment for the creation of an Office of the Director of Public Safety Communications.

PRESIDENT Chief Thomas Nagy Hillsboro Beach Police Department 1210 Hillsboro Mile Hillsboro Beach, FL 33062 (954) 427-6600 tnagy@townofhillsborobeach.com	VICE PRESIDENT Chief W. Howard Harrison Plantation Police Department 451 NW 70 Terrace Plantation, FL 33317 (954) 797-2171 hharrison@psd.plantation.org	SECRETARY Chief Anthony Pustizzi Coral Springs Police Department 2801 Coral Springs Drive Coral Springs, FL 33071 tpustizzi@coralsprings.org	TREASURER Chief Dana Watson Margate Police Department 5790 Margate Boulevard Margate, FL 33063 (954) 935-5412 dwatson@margatefl.com	SERGEANT-AT-ARMS Chief Tomas Sanchez Hollywood Police Department 3250 Hollywood Boulevard Hollywood, FL 33021 (954) 764-4357 tsanchez@hollywoodfl.org
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The Broward Chiefs recommend that the Director of Public Safety Communications have demonstrated applicable experience within the public safety field. This requirement will guarantee maximum knowledge of the operational support and best practices which, are vital to ensure overall efficiency and success of the consolidated system.

The Director of Public Safety Communications shall be appointed by the County Commission and shall report directly to the County Commission. The director shall have the responsibility to administer the consolidated communications system in its entirety.

The Director of Public Safety Communications duties would be to:

- Provide for the administration of the Consolidated Communications System for Broward County;
- Provide technological support to the operator and participating municipalities for all consolidated communications systems and functions;
- Oversee performance metrics and overall operational performance of the Consolidated E911 system and the supportive regional system(s);
- Review and analyze the emergency and public safety radio system performance;
- Review and analyze the regional law and fire records management systems;
- Review and analyze the regional computer aided dispatch system;
- Coordinate and collaborate with municipalities to ensure maximum countywide involvement of all stakeholders;
- Provide recommendations to maintain and provide advancements in the area of Public Safety Communications.

PRESIDENT Chief Thomas Nagy Hillsboro Beach Police Department 1210 Hillsboro Mile Hillsboro Beach, FL 33062 (954) 427-6600 tnagy@townofhillsborobeach.com	VICE PRESIDENT Chief W. Howard Harrison Plantation Police Department 451 NW 70 Terrace Plantation, FL 33317 (954) 797-2171 hharrison@psd.plantation.org	SECRETARY Chief Anthony Pustizzi Coral Springs Police Department 2801 Coral Springs Drive Coral Springs, FL 33071 tpustizzi@coralsprings.org	TREASURER Chief Dana Watson Margate Police Department 5790 Margate Boulevard Margate, FL 33063 (954) 935-5412 dwatson@margatefl.com	SERGEANT-AT-ARMS Chief Tomas Sanchez Hollywood Police Department 3250 Hollywood Boulevard Hollywood, FL 33021 (954) 764-4357 tsanchez@hollywoodfl.org
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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF SEVEN THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND FORTY CENTS (\$7,222.40) FOR ELECTRICAL REPAIR SERVICES PROVIDED BY R & R ELECTRIC OF BROWARD, INC., FOR FISCAL YEAR 2016-2017, INCLUSIVE OF EXISTING PURCHASES IN AN ANNUAL AMOUNT NOT EXCEED TWENTY FIVE THOUSAND ONE HUNDRED NINETY FIVE DOLLARS AND SIXTY NINE CENTS (\$25,195.69); AUTHORIZING SUCH PURCHASES THAT WERE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

MEMO, RESOLUTION



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: June 27, 2017

SUBJECT: Approval of a Resolution to Ratify Expenditures with R & R Electric of Broward, Inc. to Pay Outstanding Invoices

Public Services Department is requesting City Commission approval to pay outstanding invoices to R & R Electric of Broward, Inc. to ratify expenses in the amount of \$7,222.40 which now brings the vendor total to \$25,195.69 exceeding the City's \$25,000.00 annual vendor threshold.

Public Services Department needed repairs for electrical off-site connection at the beach. Three (3) quotes were received and R & R Electric were the least quote received in the amount of \$6,492.40 to install conductors in existing conduits under the driveway from dumpsters to the building. We are also seeking City Commission approval to pay an outstanding balance for the Parks and Recreation Department in the amount of \$730.00. The total amount for services exceeded the annual \$25,000.00 City's threshold for a single vendor and therefore, requires Commission approval.

Funding for maintenance services has been appropriated in various department accounts and funds in the FY 2016-17 budget.

Recommendation:

Public Services' recommends an approval of a Resolution to ratify expenses in the amount of \$7,222.40 and authorizing a vendor total not to exceed of \$25,195.69 to R & R Electric of Broward, Inc. Staff recommends approval.

RESOLUTION NO. 2017-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF SEVEN THOUSAND TWO HUNDRED TWENTY TWO DOLLARS AND FORTY CENTS (\$7,222.40) FOR ELECTRICAL REPAIR SERVICES PROVIDED BY R & R ELECTRIC OF BROWARD, INC., FOR FISCAL YEAR 2016-2017, INCLUSIVE OF EXISTING PURCHASES IN AN ANNUAL AMOUNT NOT TO EXCEED TWENTY FIVE THOUSAND ONE HUNDRED NINETY FIVE DOLLARS AND SIXTY NINE CENTS (\$25,195.69); AUTHORIZING SUCH PURCHASES THAT WERE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department and various City departments purchased electrical services from R & R Electric of Broward, Inc., during the current fiscal year in the amount of Seventeen Thousand Nine Hundred Seventy Three Dollars and Twenty Nine Cents (\$17,973.29); and

WHEREAS, the Public Services Director utilized R & R Electric of Broward, Inc. for various Citywide services such as street lights and other electrical tasks; and

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

WHEREAS, the Public Services Director is seeking to ratify expenses in the amount of Seven Thousand Two Hundred Twenty Two Dollars and Forty Cents (\$7,222.40); Public Services has an outstanding invoice in the amount of Six Thousand Four Hundred Ninety Two

Dollars and Forty Cents (\$6,492.40) and the Parks and Recreation Department has an outstanding balance due in the amount of Seven Hundred Thirty Dollars (\$730.00) which require City Commission approval for payment;

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

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

Section 2. That the City Commission authorizes and ratifies purchases for electrical services from R & R Electric of Broward, Inc. in the amount of Seven Thousand Two Hundred Twenty Two Dollars and Forty Cents (\$7,222.40), bringing the total vendor amount to Twenty Five Thousand One Hundred Ninety Five Dollars and Sixty Nine Cents (\$25,195.69) which now exceeds the annual amount of Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That all Department purchases from R & R Electric of Broward, Inc., shall be paid from the respective Departments’ approved annual budget appropriations.

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 July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, BY DELETING CHAPTER 19, "MARIJUANA BUSINESSES," IN ITS ENTIRETY

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Ordinance



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Danny Marks, Chief of Police, Broward Sheriff's Office
Marc LaFerrier, Director of Community Development

VIA: Thomas J. Ansbrosio, City Attorney *670*

FROM: Kathryn Mehaffey, Weiss Serota Helfman Cole & Bierman

SUBJECT: Proposed Separate Ordinances to 1) delete Chapter 19 "Marijuana Businesses" and 2) to revise City land use regulations for Medical Marijuana Retail Centers

REQUEST

In 2014, the Florida Legislature approved Senate Bill 1030 providing for the growing, processing, and distributing of specific forms of low-THC (non-euphoric) Cannabis to qualified patients and their caregivers for the treatment of certain medical conditions. That law was effective on June 16, 2014 and codified at Section 381.986, Florida Statutes and later slightly amended. In November 2016 the Florida voters approved a ballot initiative amending the Florida Constitution to allow for broader sale and use of marijuana for medical purposes within the State of Florida. On June 23, 2017, Governor Scott signed Senate Bill 8A ("SB 8A") aimed at implementing the approved Constitutional amendment to legalize medical marijuana in the state. SB 8A significantly changes the regulatory framework that was previously enacted by the state in 2014.

SB 8A significantly impacts the regulations adopted by the City Commission on October 28, 2014 (Ordinance No. 2014-15 and Ordinance No. 2014-16) which created zoning and business regulations for Medical Marijuana Retail Centers within the City to address the state legislation in effect at that time. In addition to recognizing the seven (7) currently state licensed Medical Marijuana Treatment Centers ("MMTCs"), SB 8A requires the Florida Department of Health to license ten (10) new MMTCs by October 3, 2017, and requires the Department of Health to issue four (4) new MMTCs each time the Medical Marijuana Use Registry increases by 100,000 registered patients. The bill permits each MMTC to operate twenty-five (25) dispensing organizations statewide; the number of dispensing organizations an MMTC may operate will increase by five (5) each time 100,000 patients are added to the Medical Marijuana Use Registry. The cap on twenty-five (25) dispensing organizations statewide is removed after April 1, 2020. If all 17 licenses are issued, this creates an initial pool of up to 425 dispensary facilities looking for land. Under SB 8A, the dispensaries are dispersed across the state based on population. The 5-county Southeast Region includes

approximately 30 percent of the State's population, which could permit an estimated potential of up to 130 dispensing facilities in the Southeast Region (Martin, Palm Beach, Broward, Miami-Dade and Monroe Counties).

One of the most significant changes in the 2017 legislation is that local governments are now specifically permitted to ban medical marijuana dispensaries by ordinance. However, if a ban is not adopted by a local government, it may not place any restrictions on the number of dispensing facilities allowed, and cannot adopt any regulations for the location of dispensing facilities that are more restrictive than its ordinances regulating pharmacies. Regulation of cultivation, processing, manufacturing and delivery are all preempted to the State.

The statute does not automatically impose the regulatory limitations or requirements; thus a local government must proactively ban dispensaries or alternatively, choose to regulate the location of dispensaries similar to pharmacies. While the bill requires that dispensing facilities be located at least 500 feet from an elementary, middle, or secondary school, no other distance limitations are established.

The bill also regulates MMTC advertisement, placing additional restrictions on signage beyond those regulations imposed by local governments. For instance, the statute sets out limitations on both the location and content of MMTC signage which can be seen by the public from a street, park, or other public place.

Attached are two proposed separate ordinances. The first deletes Chapter 19, "Marijuana Businesses," of the City Code of Ordinances in its entirety. These regulations are no longer permitted under the newly adopted state law. Consistent with the direction of the City Commission at its meeting on June 27, 2017, the second ordinance revises the treatment of Medical Marijuana Retail Centers so that they will be treated in the same manner as the City currently treats pharmacies.

The second ordinance also identifies Medical Marijuana Treatment Centers, which includes the growing, processing and manufacturing of medical marijuana, as a prohibited use in all industrial districts. This prohibition is based on federal supremacy, since marijuana, in any form, is still illegal under federal law. The City Commission should evaluate whether it wishes to maintain that prohibition or if the Commission desires to eliminate the prohibition and leave all regulation to the state.

In addition to Commission consideration and discussion of these amendments, direction on the regulation of medical marijuana treatment centers and approval of both of the ordinances on first reading is requested.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item on July 19, 2017 and recommended approval.

STAFF RECOMMENDATION

Approve.

ORDINANCE NO. 2017-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, BY DELETING CHAPTER 19, "MARIJUANA BUSINESSES," IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures for consistency with State Law and to implement municipal goals and objectives; and

WHEREAS, Marijuana (Cannabis) is a Schedule I drug under the federal Controlled Substances Act, 21 U.S.C. §811; and

WHEREAS, according to the Controlled Substances Act, Marijuana has a high potential for abuse and has no currently accepted medical use for treatment in the United States; and

WHEREAS, notwithstanding federal law, the 2014 Florida Legislature approved Senate Bill 1030 providing for the growing, processing, and distributing of specific forms of low-THC (non-euphoric) Cannabis to qualified patients and their caregivers for the treatment of listed medical conditions, which became effective on June 16, 2014 as Chapter 2014-157, Laws of Florida, and is codified at Section 381.986, Florida Statutes ("Senate Bill 1030"); and

WHEREAS, on October 28, 2014, the City adopted Ordinance No. 2014-015 and Ordinance No. 2014-016 creating zoning and business regulations for Medical Marijuana Retail Centers within the City; and

WHEREAS, in November 2016 the Florida voters approved a ballot initiative amending the Florida Constitution to allow for broader sale and use of marijuana for medical purposes within the State of Florida; and

WHEREAS, to implement the Constitutional provisions for medical marijuana the state legislature adopted Senate Bill 8A during its 2017 Special Session which provides a framework

for local government regulation of medical marijuana dispensaries, allowing a local government to either ban medical marijuana dispensaries or to regulate them similar to pharmacies; and

WHEREAS, Senate Bill 8A was signed by the Governor on June 23, 2017; and

WHEREAS, on October 28, 2014, the City Commission adopted Ordinance No. 2014-015 which created Chapter 19, “Marijuana Businesses” to provide appropriate business regulations to ensure that any business involved with marijuana was compatible with surrounding businesses, as well as the safety of the employees, neighbors, customers and area residents, and consistent with the Comprehensive Plan; and

WHEREAS, to date, no medical marijuana businesses have located, or applied to locate, within the City; and

WHEREAS, Senate Bill 8A revises state law in such a manner as to prohibit the application of regulatory requirements which are not also applicable to pharmacies, to medical marijuana dispensaries; and

WHEREAS, Chapter 19 is not applicable to pharmacies and is in conflict with the legislation approved in Senate Bill 8A; and

WHEREAS, the City Commission desires to amend its Code of Ordinances to be consistent with the newly adopted state law; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers is necessary for compliance with state law and in the best interests of the residents of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA¹:

Section 1. That the foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That Chapter 19, entitled “Marijuana Businesses” of the City’s Code of Ordinances is deleted in its entirety as follows:

Chapter 19 – RESERVED. ~~MARIJUANA BUSINESSES~~

~~Sec. 19-1. – Definitions.~~

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Applicant.* An individual or business entity desiring to operate a medical marijuana retail center within the city limits.~~

~~*Business operating name.* The legal or fictitious name under which a medical marijuana retail center conducts its business with the public.~~

~~*Employee.* A person authorized to act on behalf of the medical marijuana retail center, whether that person is an employee or a contractor, and regardless of whether that person receives compensation.~~

~~*Identification tag.* A tamperproof card issued by the city to the persons involved with a medical marijuana retail center as evidence that they have passed the background checks and other requirements of this chapter and are authorized to be present on the premises.~~

~~*Marijuana.* Any strain of marijuana or cannabis, in any form, that is authorized by state law to be dispensed or sold in the State of Florida. Also referred to as "medical marijuana."~~

~~*Medical marijuana permit.* A permit issued by the city pursuant to this chapter authorizing a business to sell marijuana in the city. Also referred to as "permit."~~

~~*Medical marijuana retail center.* A retail establishment, licensed by the Florida Department of Health as a "medical marijuana treatment facility," "medical marijuana treatment center," "dispensing organization," "dispensing organization facility" or similar use, that sells and dispenses medical marijuana, but does not engage in any other activity related to preparation, wholesale storage, distribution, transfer, cultivation, or processing of any form of marijuana or marijuana product, and does not allow on-site consumption of marijuana. A medical marijuana treatment center shall not be construed to be a medical marijuana retail center.~~

~~*Medical marijuana treatment center.* Any facility licensed by the Florida Department of Health to acquire, cultivate, possess, process (including but not limited to development of related products such as food, tinctures, aerosols, oils, or ointments), transfer, transport, sell, distribute, dispense, store, or administer marijuana, products containing marijuana, related supplies, or educational materials, as authorized by state law. A medical marijuana treatment center may include retail sales or dispensing of marijuana. A facility which provides only retail sales or dispensing of marijuana shall not be classified as a medical marijuana treatment center under this chapter. Also may be referred to as a "medical marijuana treatment facility" or "dispensing organization" or other similar term recognized by state law.~~

~~*Owner.* Any person, including any individual or other legal entity, with a direct or indirect ownership interest of five (5) percent or more in the applicant, which interest includes the possession of stock, equity in capital, or any interest in the profits of the applicant.~~

~~*Premises.* The building, within which a medical marijuana retail center is permitted to operate by the city, including the property on which the building is located, all parking areas on the property or that are utilized by the medical marijuana retail center and sidewalks and alleys within one hundred (100) feet of the property on which the medical marijuana retail center is located.~~

~~*Qualified registered patient/qualified patient.* A resident of the State of Florida who has been added to the state's compassionate use registry by a physician licensed under F.S. Ch. 458 or Ch.~~

459, to receive medical marijuana from a dispensing organization or medical marijuana treatment center or similar use as defined in Florida Statutes.

~~Sec. 19-2.— Medical marijuana permit and identification tag required.~~

- ~~(1) It shall be unlawful for any business or person to operate a medical marijuana retail center, or to otherwise offer for sale or in any way participate in the conduct of any activities upon the premises within the city without first obtaining a medical marijuana permit.~~
- ~~(2) Each person employed in the conduct of such activity shall be screened and approved pursuant to this chapter and required to obtain an identification tag before the medical marijuana retail center opens for business or, for persons who become involved with the center after it is open, before having any involvement in center's activities.~~
- ~~(3) No medical marijuana permit or identification tag shall be transferable; each person must obtain a medical marijuana permit or identification tag directly from the city.~~

~~Sec. 19-3.— Applications for permit; investigation and issuance; term.~~

- ~~(1) Applications for a medical marijuana permit shall be made by the applicant in person to the city clerk during regular business hours upon such forms and with such accompanying information as may be established by the city. Such application shall be sworn to or affirmed. Every application shall contain at least the following:~~

~~(a) The business operating name and all applicant and owner information. If the applicant or owner is:~~

- ~~1. An individual, his or her legal name, aliases, home address and business address, date of birth, copy of driver's license or a state or federally issued identification card;~~
- ~~2. A partnership, the full and complete name of the partners, dates of birth, copy of driver's license or state or federally issued identification card of all partners, and all aliases used by all of the partners, whether the partnership is general or limited, a statement as to whether or not the partnership is authorized to do business in the State of Florida and, if in existence, a copy of the partnership agreement (if the general partner is a corporation, then the applicant shall submit the required information for corporate applicant in addition to the information concerning the partnership);~~
- ~~3. A corporation, the exact and complete corporate name, the date of its incorporation, evidence that the corporation is in good standing, the legal names and dates of birth, driver's license numbers or state or federally issued identification card numbers of all officers, and directors, and all aliases used, the capacity of all officers, and directors, and, if applicable, the name of the registered corporate agent, and the address of the registered office for service of process, and a statement as to whether or not each corporation is authorized to do business in the State of Florida;~~
- ~~4. The addresses required by this section shall be physical locations, and not post office boxes. The name, home address, and business address of the applicant and the name and an address of all owner(s), if any, other than the applicant. The addresses required by this section shall be physical locations, and not post office boxes.~~

~~(b) A complete copy of the business' application to the State of Florida and all related exhibits, appendices, and back up materials for approval and licensure as a medical marijuana treatment center.~~

- ~~(c) A statement as to whether the applicant or any owner or employee has previously received a medical marijuana permit or identification tag from the city.~~
- ~~(d) A statement as to whether the applicant or any owner holds other permits or licenses under this Code and, if so, the names and locations of such other permitted or licensed establishments.~~
- ~~(e) A statement as to whether the applicant or any owner has been a partner in a partnership or an officer or director of a corporation whose permit or license issued under this Code has previously been suspended or revoked, including the name and location of the establishment for which the permit or license was suspended or revoked, as well as the date of the suspension or revocation.~~
- ~~(f) A statement as to whether or not the applicant or any owner has lost any privilege or had any permit or license to do business revoked by any local, state or federal government and, if so, the nature of such privilege, permit or license and the reason for such revocation.~~
- ~~(g) A statement as to whether or not the applicant or any owner has lost any privilege or had any permit or license to do business suspended by any local, state or federal government and, if so, the nature of such privilege, permit or license and the reason for such suspension.~~
- ~~(h) A statement as to whether or not the applicant or any owner or employee has been found guilty of or has pleaded guilty or nolo contendere to a felony relating to any business in this state or in any other state or federal court, regardless of whether a judgment of conviction has been entered by the court having jurisdiction of such cases.~~
- ~~(i) A statement as to whether or not the applicant or any owner or employee has been found guilty of, or have pleaded guilty or nolo contendere to, a felony relating to a battery or a physical violence on any person in this state or in any other state or federal court, regardless of whether a judgment of conviction has been entered by the court having jurisdiction of such cases.~~
- ~~(j) A statement as to whether or not the applicant or any owner has filed a petition to have their respective debts discharged by a bankruptcy court having jurisdiction of such cases.~~
- ~~(k) Written documentation that the applicant, every owner, and each employee has successfully completed level 2 background screening within the year.~~
- ~~(l) A passport photograph of the applicant, every owner, and each employee.~~
- ~~(m) A notarized, signed, and sworn statement that the information within the application is truthful, independently verifiable, and complete and that the photocopies of the attached driver's licenses or state or federally issued identification cards are true and correct copies of the originals.~~
- ~~(2) *Rejection of application.* In the event the city determines that the applicant has not satisfied the application requirements for a proposed medical marijuana retail center, the applicant shall be notified of such fact; and the application shall be denied.~~
- ~~(3) *Fees.* In addition to demonstrating compliance with this article, the applicant shall pay a nonrefundable application fee in an amount established by resolution of the city commission~~

~~for each applicant, each owner, and each employee to cover its administrative costs and expenses incurred in reviewing and administering the permit and identification tag program, irrespective of the issuance or denial of the application. Each applicant shall also pay an annual nonrefundable, nonproratable permit fee in an amount established by resolution of the city commission before receiving a medical marijuana permit.~~

~~(4) Application review.~~

- ~~(a) Investigation. The city shall refer the application to the chief of police, who shall review the application and documentation provided, and conduct a background screening of the applicant, each owner and employee. Upon receipt of the appropriate documentation, the chief of police shall forward the information and application to the city manager, together with any recommendations and other relevant information from the files regarding the applicant.~~
- ~~(b) City manager determination. Upon receipt of such material from the chief of police, the city manager shall, within thirty (30) days, either:~~
 - ~~1. Notify the applicant that the permit has been denied and the reason for such denial;~~
 - ~~or~~
 - ~~2. Issue a permit, with or without conditions.~~
- ~~(c) Duration. Permits shall be issued for a one-year period for a term commencing October 1 or the date of issuance, and ending the following September 30.~~
- ~~(d) Denial. The city shall deny an applicant's application for a medical marijuana permit if:~~
 - ~~1. The applicable permit or licensing fees have not been paid in full;~~
 - ~~2. The application violates or fails to meet the provisions of this Code, any building, fire or zoning code, statute, ordinance, or regulation;~~
 - ~~3. The application contains material false information, or information material to the decision was omitted; failure to list an individual required to be listed, and whose listing would result in a denial, is presumed to be material false information for purposes of denial of the application; the certification that the applicant owns, possesses, operates and exercises control over the proposed or existing medical marijuana retail center is a material representation for purposes of this section;~~
 - ~~4. The applicant or any owner has a permit or license under this Code, or has had a permit or license under this Code, which has been suspended or revoked;~~
 - ~~5. The granting of the application would violate a statute or ordinance, or an order from a court of law that prohibits effectively the applicant from obtaining a medical marijuana permit;~~
 - ~~6. The applicant, an employee, or any owner has been convicted of fraud or felony by any state or federal court within the past five (5) years or less than five (5) years has elapsed since the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a felony offense; or~~
 - ~~7. The applicant, an employee, or any owner has obtained any governmental permit by fraud or deceit.~~

- ~~(e) *Background checks, photograph and identification tag.* In connection with the issuance of a medical marijuana permit by the city, the chief of police shall, upon verification of successful level 2 background screening, cause an identification tag to be issued to each approved applicant for a permit as well as for each owner and each employee. on the face of each identification tag, there shall be placed the following:~~
- ~~1. A photograph of the applicant/owner/employee;~~
 - ~~2. The permit number;~~
 - ~~3. The permit holder's name and address;~~
 - ~~4. The name and address of the medical marijuana retail center that the applicant/owner/employee represents or is employed by; and~~
 - ~~5. The expiration date of the permit.~~
- ~~(f) *Reapplication.* If a person applies for a medical marijuana permit at a particular location within a period of one (1) year from the date of denial of a previous application for a medical marijuana permit at the location, and there has not been an intervening change in the circumstances material to the decision regarding the former reason(s) for denial, the application shall not be accepted for consideration.~~
- ~~(g) *Renewal.* Medical marijuana permits shall be entitled to renewal annually subject to the provisions of this chapter. Before the October 1 expiration date, the annual medical marijuana permit may be renewed by presenting the permit for the previous year, and:~~
- ~~1. Paying the appropriate permit fee;~~
 - ~~2. Updating the information supplied with the latest application or certifying that the information supplied previously remains unchanged; and~~
 - ~~3. Providing proof of continued compliance with all state and city licenses, operational and zoning requirements.~~
- ~~(h) *Permit transferability.*~~
- ~~1. The medical marijuana permit is specific to the applicant and the location and shall not be transferred.~~
 - ~~2. An attempted transfer of a medical marijuana permit either directly or indirectly in violation of this section is hereby declared void, and in that event the medical marijuana permit shall be deemed abandoned, and the medical marijuana permit shall be forfeited.~~
- ~~(i) *Violation of regulations.* In the event of a Code violation, violation of the conditions of the medical marijuana permit or special exception approval, or other violation of the laws applicable to the medical marijuana retail center, the city shall issue a warning notice and the applicant shall, no later than twenty (20) business days after receipt of the notice, provide a copy of a corrective action plan and timeframes and completion date to address the identified issues to the city.~~
- ~~(j) *Illegal transfer.* If a medical marijuana permit is transferred contrary to this chapter, the city shall suspend the medical marijuana permit and notify the permittee of the suspension. The suspension shall remain in effect until all of the requirements of this~~

chapter have been satisfied and a new medical marijuana permit has been issued by the city.

~~(k) *Grounds for revocation.* Any medical marijuana permit issued under this article shall be revoked if any one or more of the following occurs:~~

- ~~1. The applicant provides false or misleading information to the city;~~
- ~~2. Anyone on the premises knowingly dispenses, delivers, or otherwise transfers any marijuana or marijuana product to an individual or entity not authorized by state law to receive such substance or product;~~
- ~~3. The applicant, an owner or a manager is convicted of a felony offense;~~
- ~~4. Any applicant, owner, manager or employee is convicted of any drug-related crime under Florida Statutes;~~
- ~~5. The applicant fails to correct any City Code violation or to otherwise provide an action plan to remedy the violation acceptable to the city manager within twenty (20) days of citation;~~
- ~~6. The applicant fails to correct any state law violation or address any warning in accordance with any corrective action plan required by the state within the timeframes and completion date the applicant provided to the city;~~
- ~~7. The applicant's state license or approval authorizing the dispensing of medical marijuana expires or is revoked; or~~
- ~~8. Any special exception approval granted by the city for the use of a medical marijuana retail center at a particular location expires or is revoked.~~

~~(l) *Revocation.* In the event the city determines there are grounds for revocation as provided in this chapter, the city shall notify the permittee of the intent to revoke the medical marijuana permit and the grounds upon which such revocation is proposed. The permittee shall have ten business days in which to provide evidence of compliance with this chapter. If the permittee fails to show compliance with this chapter within ten (10) business days, the city shall schedule a hearing before the special magistrate. If the special magistrate determines that a permitted medical marijuana retail center is not in compliance with this chapter the city shall revoke the medical marijuana permit and shall notify the permittee of the revocation. nothing in this section shall take away other enforcement powers of the special magistrate or any other agency provided by the Code or statute.~~

~~(m) *Effect of revocation.*~~

- ~~1. If a medical marijuana permit is revoked, the permittee shall not be allowed to obtain another medical marijuana permit for a period of two (2) years, and no medical marijuana permit shall be issued during that time period to another applicant for the location and premises upon which the medical marijuana retail center was situated.~~
- ~~2. The revocation shall take effect fifteen (15) days, including Saturdays, Sundays, and holidays, after the date the city mails the notice of revocation to the permittee or on the date the permittee surrenders his or her medical marijuana permit to the city, whichever occurs first.~~

~~Sec. 19-4.— General requirements.~~

~~Each medical marijuana retail center shall observe the following general requirements:~~

- ~~(1) Conform to all applicable building statutes, codes, ordinances, and regulations, whether federal, state, or local;~~
- ~~(2) Conform to all applicable fire statutes, codes, ordinances, and regulations, whether federal, state, or local;~~
- ~~(3) Conform to all applicable health statutes, codes, ordinances, and regulations, whether federal, state, or local;~~
- ~~(4) Conform to all applicable zoning regulations and land use laws, whether state or local, including but not limited to the City Land Development Code;~~
- ~~(5) Keep the original of the medical marijuana permit posted in a conspicuous place at the premises at all times, which medical marijuana permit shall be available for inspection upon request at all times by the public.~~

~~Sec. 19-5.— Medical marijuana permit operation requirements.~~

~~Any business operating under a medical marijuana permit shall comply with the following operational guidelines.~~

~~(1) *Hours of operation.*~~

- ~~a.— Operation is permitted only between the hours of [8:00 a.m. and 5:00 p.m. Monday through Saturday].~~
- ~~b.— No operation is permitted on Sundays or state or federal holidays.~~

~~(2) *On-site consumption of marijuana.* No medical marijuana retail center shall allow any marijuana to be smoked, ingested or otherwise consumed on the premises. The medical marijuana retail center shall take all necessary and immediate steps to ensure compliance with this paragraph. No person shall smoke, ingest or otherwise consume marijuana on the premises.~~

~~(3) *Alcohol prohibited.* No medical marijuana retail center shall allow the sale, service, or consumption of any type of alcoholic beverages on the premises including in the surrounding rights-of-way. The medical marijuana retail center shall take all necessary and immediate steps to ensure compliance with this paragraph. No person shall consume an alcoholic beverage on the premises, including the surrounding rights-of-way.~~

~~(4) *Outdoor activity.* There shall be no outdoor displays, sales, promotions, or activities of any kind permitted on the premises, including the surrounding rights-of-way. All activities and business shall be conducted within the confines of the permanent building containing the medical marijuana retail center.~~

~~(5) *On-site storage.* There shall be no on-site storage of any form of marijuana or marijuana product, except as reasonably necessary for the conduct of the medical marijuana retail center's on-site business.~~

~~(6) *Live plant materials.* No living marijuana plants are permitted on the site of a medical marijuana retail center.~~

- ~~(7) *Maintenance of premises.* A medical marijuana retail center shall actively remove litter at least twice each day of operation on the premises, from the premises, the area in front of the premises, from any parking lot used by its patrons, and, if necessary, from public sidewalks or rights-of-way within one hundred (100) feet of the outer edge of the premises used by its patrons.~~
- ~~(8) *Garbage.* Refuse or waste products incident to the distribution of marijuana shall be destroyed on-site at least once every twenty-four (24) hours.~~
- ~~(9) *Delivery.* All deliveries to the medical marijuana retail center shall be made during regular operating hours while on-site security personnel are present.~~
- ~~(10) *Security.* With the application, the applicant shall submit a security plan demonstrating compliance with F.S. § 381.986, and all other applicable statutes and State administrative rules.~~
- ~~a. In addition to proving compliance with all state requirements, the security plan shall, at a minimum, provide the following:~~
- ~~1. Fully operational lighting and alarms reasonably designed to ensure the safety of persons and to protect the premises from theft, both in the premises and in the surrounding rights-of-way, including:~~
 - ~~a. A silent security alarm that notifies the police department or a private security agency that a crime is taking place;~~
 - ~~b. A vault, drop safe or cash management device that provides minimum access to the cash receipts; and~~
 - ~~c. A security camera system capable of recording and retrieving an image which shall be operational at all times during and after business hours. The security cameras shall be located:~~
 - ~~(i) At every ingress and egress to the dispensary, including doors and windows;~~
 - ~~(ii) On the interior where any monetary transaction shall occur; and~~
 - ~~(iii) At the ingress and egress to any area where medical marijuana is stored;~~
 - ~~2. Traffic management and loitering controls;~~
 - ~~3. Cash and inventory controls for all stages of operation on the premises, and during transitions and delivery.~~
 - ~~4. On-site armed security personnel during business hours.~~
- ~~b. The chief of police shall review the applicant's operational and security plan using Crime Prevention Through Environmental Design (CPTED) principles. The chief may impose site and operational revisions as are deemed reasonably necessary for the health, safety and general welfare of the applicant, owner(s), employees, customers, adjacent property owners and residents, which may include items such as methods and security of display and storage of marijuana and cash, limitations on window and glass door signage, illumination standards, revisions to landscaping, and any other requirement designed to enhance the safety and security of the premises.~~

- (c) ~~Any instance of breaking and entering at a medical marijuana retail center, regardless of whether marijuana or marijuana-based products are stolen, shall constitute a violation of this chapter if the security alarm fails to activate simultaneous with the breaking and entering.~~
- (11) ~~*Odor and air quality.* A complete air filtration and odor elimination filter and scrubber system shall be provided ensuring the use will not cause or result in dissemination of dust, smoke, or odors beyond the confines of the building, or in the case of a tenant in a multi-tenant building, beyond the confines of the occupied space. A double door system shall be provided at all entrances to mitigate odor intrusion into the air outside the medical marijuana retail center.~~
- (12) ~~*Delivery vehicle identification.* For security purposes, no vehicle used in the operation of or for the business purposes of a medical marijuana retail center shall be marked in such a manner as to permit identification with the medical marijuana retail center.~~
- (13) ~~*Signage.* Notwithstanding other provisions of the Code, signage for a medical marijuana retail center shall be limited as follows:~~
- ~~a. Graphics, logos and symbols shall be prohibited;~~
 - ~~b. Neon shall be prohibited;~~
 - ~~c. Signs shall not be internally illuminated;~~
 - ~~d. Signs may be externally illuminated consistent with the requirements of section 505-30, only during hours of operation;~~
 - ~~e. A medical marijuana retail center shall post, at each entrance to the medical marijuana retail center the following language:~~

~~ONLY INDIVIDUALS WITH LEGALLY RECOGNIZED MARIJUANA OR CANNABIS QUALIFYING PATIENT OR CAREGIVER IDENTIFICATION CARDS OR A QUALIFYING PATIENT'S LEGAL GUARDIAN MAY OBTAIN MARIJUANA FROM A MEDICAL MARIJUANA RETAIL CENTER.~~
- ~~The required text shall be in letters one-half inch in height.~~
- (14) ~~*On-site community relations contact.* The medical marijuana retail center shall provide the city manager, and all property owners and tenants located within one hundred (100) feet of the entrance to its premises, with the name, phone number, and e-mail or facsimile number of an on-site community relations staff person to whom they can provide notice during business hours and after business hours to report operating problems. The medical marijuana retail center shall make every good faith effort to encourage neighbors to call this person to try to solve operating problems, if any, before any calls or complaints are made to the police department or other city officials.~~
- (15) ~~*Employment restrictions.* It shall be unlawful for any medical marijuana retail center to employ any person who:~~
- ~~a. Is not at least twenty-one (21) years of age; and~~
 - ~~b. Has not passed a level 2 background screening.~~

~~(16) Persons allowed to enter the premises.~~

- ~~a. *Underage entry.* It shall be unlawful for any medical marijuana retail center to allow any person who is not at least eighteen (18) years of age on the premises during hours of operation, unless that person is authorized by state law to purchase medical marijuana, whether as a qualified patient with a valid identification card or primary caregiver or legal guardian of a qualified patient with a valid identification card.~~
- ~~b. *Entry by persons authorized by state law.* It shall be unlawful for any medical marijuana retail center to allow any person on the premises during the hours of operation if that person is not authorized by state law to be there. Authorized persons, such as owners, managers, employees and qualified registered patients, their legal guardians, qualified registered caregivers must wear an identification tag, and authorized inspectors and authorized visitors must wear a visitor identifying badge and be escorted and monitored at all times by a person who wears his or her identification tag.~~

~~(17) Product visibility.~~ No marijuana or product of any kind may be visible from any window or exterior glass door.

~~(18) Sole business.~~ No business other than the dispensing of medical marijuana shall be permitted to be conducted from the premises.

~~(19) Loitering.~~

- ~~a. A medical marijuana retail centers shall provide adequate indoor seating for its customers, clients, patients and business invitees.~~
- ~~b. Customers, clients, patients or business invitees shall not be directed, encouraged or allowed to stand, sit (including in a parked car for any period of time longer than reasonably required for a person's passenger to conduct their official business and depart), or gather or loiter outside of the building where the center is operating, including in any parking areas, sidewalks, rights-of-way, or neighboring properties.~~
- ~~c. Pedestrian queuing or loitering at any time, including prior to business hours, outside of the center's building is prohibited.~~

~~(20) Compliance with state regulations and licensure requirements.~~ A medical marijuana retail center must comply with all federal and state laws, licensing and regulatory requirements.

- ~~a. A medical marijuana retail center shall notify the city within five (5) business days of receipt of any notice of violation or warning from the state or of any changes to its state licensing approvals.~~
- ~~b. If a medical marijuana retail center receives a notice of violation or warning from the state, it shall, no later than twenty (20) business days after receipt of the notice, provide a copy of the corrective action plan and timeframes and completion date to address the identified issues to the city.~~

~~(21) Prohibited activities.~~ A medical marijuana retail center shall not engage in any activity other than those activities specifically defined herein as an authorized part of the use. The preparation, wholesale storage, cultivation, or processing of any form of marijuana or

~~marijuana product, and on-site consumption of any marijuana or marijuana product is specifically prohibited at a medical marijuana retail center. On-site storage of any form of marijuana or marijuana product is prohibited, except to the extent reasonably necessary for the conduct of the on-site retail business.~~

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 or all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading on July 25, 2017.

PASSED AND ADOPTED on second reading on _____, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE ORDINANCE PERTAINING TO THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM; AMENDING ARTICLE IV, ENTITLED "POLICEMEN AND FIREMEN", OF CHAPTER 18, ENTITLED "PENSIONS AND RETIREMENT", OF THE CITY CODE OF ORDINANCES, TO IMPLEMENT THE MUTUAL CONSENT AGREEMENT BETWEEN THE CITY AND ACTIVE FIREFIGHTER MEMBERS CONCERNING THE USE OF PREMIUM TAX REVENUES RECEIVED PURSUANT TO CHAPTER 175, FLORIDA STATUTES; AMENDING SECTION 18-42, ENTITLED "BENEFIT AMOUNTS AND ELIGIBILITY", CREATING A SHARE PLAN FOR FIREFIGHTERS; AMENDING SECTION 18-44, ENTITLED "CONTRIBUTIONS", TO AMEND PROVISIONS REGARDING THE USE OF PREMIUM TAX REVENUES RECEIVED PURSUANT TO CHAPTER 175, FLORIDA STATUTES.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Ordinance, Actuary Letter

MEMORANDUM

Date: July 25, 2017

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Nicki Satterfield, Finance Director

From: Thomas J. Ansbro, City Attorney

Subject: Ordinance Pertaining to the Police and Firefighters Retirement System to Amend Chapter 18 of the City Code of Ordinances

In accordance with Chapter 175, Florida Statutes, the City recently entered into a Mutual Consent Agreement with a majority of the active firefighter members of the Police and Firefighters Retirement Plan. Under the terms of the Mutual Consent Agreement, the current arrangement for the use of Chapter 175 premium tax revenues received by the City will continue in effect. The first \$124,055 in premium taxes received each year will continue to be used to reduce the City's pension contributions. Annual premium tax revenues in excess of \$124,055 will continue to be used to fund the firefighter retiree health insurance subsidy, as provided in the pension plan.

Chapter 175 also requires that a "share plan" be created for firefighters, funded entirely with Chapter 175 premium tax revenues. But the statute does not require the share plan to be funded.

An ordinance has been prepared which will amend Chapter 18 of the City Code of Ordinances, pertaining to the Police and Firefighters retirement system, to implement the Mutual Consent Agreement and comply with State law. The ordinance provides as follows:

1. Annual "Chapter 175" revenue (funds collected by the state and remitted to the City from surtaxes imposed on insurance policies to assist cities in funding police and firefighter retirement benefits) to be used to fund the annual cost of the Firefighters' Plan will remain unchanged at an amount of \$124,055.00, and annual Chapter 175 revenue in excess of that amount will be used to fund the firefighter retiree health insurance subsidy in accordance with Section 18-42(10) of the Ordinance.
2. The Ordinance will establish a "Share Plan" as part of the retirement system (pursuant to Florida Statutes Section 175.351(6)). As agreed by both the City and active Firefighters, the Share Plan will not be funded unless and until the City and the active Firefighters both consent to allocate Chapter 175 revenue to the Share Plan.

Adoption of the ordinance is ready for City Commission consideration.

ORDINANCE NO. 2017-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO THE POLICE AND FIREFIGHTERS RETIREMENT SYSTEM; AMENDING ARTICLE IV, ENTITLED "POLICEMEN AND FIREMEN", OF CHAPTER 18, ENTITLED "PENSIONS AND RETIREMENT", OF THE CITY CODE OF ORDINANCES, TO IMPLEMENT THE MUTUAL CONSENT AGREEMENT BETWEEN THE CITY AND ACTIVE FIREFIGHTER MEMBERS CONCERNING THE USE OF PREMIUM TAX REVENUES RECEIVED PURSUANT TO CHAPTER 175, FLORIDA STATUTES; AMENDING SECTION 18-42, ENTITLED "BENEFIT AMOUNTS AND ELIGIBILITY", CREATING A SHARE PLAN FOR FIREFIGHTERS; AMENDING SECTION 18-44, ENTITLED "CONTRIBUTIONS", TO AMEND PROVISIONS REGARDING THE USE OF PREMIUM TAX REVENUES RECEIVED PURSUANT TO CHAPTER 175, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article IV, entitled "Policemen and Firemen" of Chapter 18, entitled "Pensions and Retirement", and specifically Section 18-42, "Benefit Amounts and Eligibility" of the City Code of Ordinances, is amended to read as follows:

Sec. 18-42. - Benefit amounts and eligibility.

* * *

(10) FUTURE BENEFIT RESERVE AND HEALTH INSURANCE SUBSIDY. All firefighter retirees and firefighter survivors receiving benefits shall be eligible for an annual health insurance subsidy computed as follows. Seventy-five (75) percent of the prior year's actuarial gain allocable to firefighters, firefighter retirees and firefighter survivors remaining after the application of section 18-42(6)(a) plus seventy-five (75) percent of any increase in the percentage of covered payroll received by the city pursuant to F.S. § 175.121 over the amount received by the city in 1997 shall be defined as the "available actuarial gain." The available actuarial gain for a fiscal year shall be calculated by the following June 1 and shall be paid in the following October to the City of Dania Beach to be utilized

per capita to subsidize up to one (1) year's payments for retiree health insurance due from each firefighter retiree and firefighter survivor who receives benefits from the system, which payments shall be one-third (1/3) of the premium cost for such insurance. Should the available actuarial gain not be fully expended by this health insurance subsidy, then the balance of actuarial gain shall be paid to the City of Dania Beach to subsidize the City of Dania Beach's cost of providing one (1) year of retiree health insurance to such firefighter retirees and survivors, which cost shall be two-thirds (2/3) of the premium cost for such insurance. Premium costs shall be determined in accordance with F.S. § 112.0801. Should the available actuarial gain not be fully expended by this subsidy to the city, then the balance, together with any unexpended available actuarial gain from prior years, shall be accrued by the retirement system in a "future benefit reserve account" which shall be used only to pay the full cost of additional future benefits to the system's firefighter retirees and survivors, the determination and payment of which are hereby delegated by the city commission to the board of trustees in its sole discretion. DROP participants shall receive credit for any such future benefits paid while participating in the DROP but not for the health insurance subsidy. Notwithstanding any other provision of this subsection (10), and pursuant to mutual agreement of the City and active firefighter members, effective [effective date of ordinance] the first \$124,055.00 in premium tax revenues received each year pursuant to Chapter 175, Florida Statutes, shall be used to offset the City's annual pension contribution, and annual premium tax revenues received in excess of \$124,055.00 shall be used to fund the health insurance subsidy and future benefit reserve as provided in this subsection (10).

* * *

(12) FIREFIGHTER SHARE PLAN. In accordance with F.S. § 175.351(6), a defined contribution plan component ("share plan") is established as part of the System, to be funded exclusively with Ch. 175 premium tax revenues. However, the City and active firefighter members have mutually agreed that no Chapter 175 premium tax revenues will be allocated to the share plan at this time. The share plan will not be activated until Chapter

175 premium tax revenues are allocated to the share plan by mutual agreement of the parties.

Section 2. That Article IV, entitled “Policemen and Firemen” of Chapter 18, entitled “Pensions and Retirement”, and specifically Section 18-42, “Benefit Amounts and Eligibility” of the City Code of Ordinances, is amended to read as follows:

* * *

(3) EMPLOYER CONTRIBUTIONS. So long as this system is in effect, the city, on behalf of members who are city employees, and the sheriff, on behalf of members who are sheriff's employees, shall make an annual contribution, payable at least quarterly, to the trust fund in an amount equal to the difference in each year as between the total of aggregate member contributions for the year plus state contributions for the year and the total cost for the year as shown by the most recent actuarial valuation and report for the system. The total costs for any year shall be defined as the total or normal cost plus the additional amount sufficient to amortize the unfunded accrued past service liability over a forty-year period commencing with the fiscal year in which the effective date of this system occurs and over a thirty-year period for all improvements to the system thereafter. The amount of the sheriff's contribution shall be subject to the limitations of subsection (5) of this section. The employee contributions for police and firefighter members shall be computed and accounted for separately for each group of members. Notwithstanding any other provision of this subsection (3), and pursuant to mutual agreement of the City and active firefighter members, effective [effective date of ordinance] the first \$124,055.00 in premium tax revenues received each year pursuant to Chapter 175, Florida Statutes, shall be used to offset the City's annual pension contribution, and annual premium tax revenues received in excess of \$124,055.00 shall be used to fund the health insurance subsidy and future benefit reserve as provided in section 18-42(10).

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

Section 5. That this Ordinance shall take effect on immediately following City Commission adoption.

PASSED on first reading on July 25, 2017.

PASSED AND ADOPTED on second reading on _____, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



July 7, 2017

Ms. Cathy David
Administrator
Dania Beach Police & Firefighters'
Retirement System
101 S.W. 1st Street, #111
Dania Beach, Florida 33004

Re: Dania Beach Police and Firefighters Retirement System

Dear Cathy:

As requested, we have reviewed the proposed ordinance that would amend the Dania Beach Police and Firefighters Retirement System as follows:

- Pursuant to mutual consent with the City and active Firefighters, annual Chapter 175 revenue to be used to fund the annual cost of the Firefighters' Plan remains unchanged at \$125,055, and annual Chapter 175 revenue in excess of this amount will be used to fund the health insurance subsidy reserve in accordance with Section 18-42(10) of the ordinance.
- Establishes a Share Plan as part of the System pursuant to F.S. § Chapter 175.351(6). The City and active Firefighters have mutually consented to not fund the Share Plan until such time that the City and active Firefighters mutually consent to allocate Chapter 175 revenue to the Share Plan.

Since the above proposed amendment does not change how the Chapter 175 money is reflected in our annual valuation, it is our opinion that this amendment will have no actuarial impact on the cost of the Retirement System. Because the changes will not have an actuarial impact, it is our opinion that a formal Actuarial Impact Statement is not required. However, a copy of this letter and proposed ordinance should be sent to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems.

Melissa R. Moskowitz is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.
Sincerely yours,

A handwritten signature in blue ink that reads "Melissa R. Moskowitz".

Melissa R. Moskowitz, EA, MAAA, FCA
Consultant & Actuary

This communication shall not be construed to provide tax advice, legal advice or investment advice.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVING THE REQUEST MADE BY BOWMAN CONSULTING GROUP, LTD., AGENT FOR THE PROPERTY OWNER GURU SHAKTI GROUP LLC, TO REZONE PROPERTY LOCATED AT 30 SW 16th STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RESIDENTIAL OFFICE (RO) DISTRICT TO SOUTH FEDERAL HIGHWAY MIXED USE (SFED-MU) DISTRICT (APPLICATION NO. RZ-43-17), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Staff Report, Application and Backup, Ordinance



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CLajoie*

SUBJECT: **RZ-43-17:** The applicant, Bowman Consulting Group, Ltd., on behalf of the property owner, Guru Shakti Group, LLC, is requesting a rezoning for the property located at 30 SW 16 Street (SECOND READING).

REQUEST

To change the zoning of the property from Residential Office (RO) to South Federal Highway Mixed-Use (SFED-MU).

PROPERTY INFORMATION

EXISTING ZONING:	Residential Office (RO)
PROPOSED ZONING:	South Federal Highway Mixed-Use (SFED-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

No violations on the property at this time.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is approximately half an acre (.67), and located on the north side of Sheridan Street, west of Federal Highway. This property is currently vacant. In preparation of developing the site, the applicant is requesting to change the zoning designation of the western one quarter of the property to SFED-MU, matching the eastern three quarters of the property which will allow a greater variety of uses than the current zoning of RO.

REZONING

The applicant has indicated in their justification statement how the request satisfies the rezoning criteria identified in Section 645-40 of the City's LDC. The criteria are identified below.

- (1) "That the request is consistent with the city's comprehensive plan; and"
- (2) "The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and"

(3) "The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

- a. the request furthers the city's adopted community redevelopment plan, if applicable; or
- b. An error or ambiguity must be corrected; or
- c. There exists changed or changing conditions which make approval of the request appropriate; or
- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses".

The rezoning application requires two (2) readings by the City Commission for approval. In addition to this rezoning request, the applicant has submitted a Site Plan application, which is currently completing Development Review Committee (DRC) review and will require approval by the City Commission prior to development of the site.

The applicant has worked with the neighborhood and staff to resolve certain concerns regarding access, and compatibility. The applicant has agreed to increase the landscape material specifications, deed restrict the existing 7-Eleven Federal Highway site to prohibit a future convenience store and gas station, and restrict traffic on the adjacent alley with a gate (installed and maintained by the applicant). These matters will be included as a condition of approval of the proposed site plan.

CITY COMMISSION PREVIOUS ACTION

On June 13, 2017 the City Commission continued this item to June 27, 2017 at the request of the applicant.

On May 23, 2017 the City Commission continued this item to June 13, 2017 at the request of the applicant.

LOCAL PLANNING AGENCY ACTION

On May 17, 2017 the Planning and Zoning Board, sitting as the Local Planning Agency, heard this item. The Board's recommendation will be presented at the City Commission meeting.

RECOMMENDATION

The requested rezoning meets the criteria identified in the City's Land Development Code. Therefore the City Commission may approve the rezoning request.



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: _____

Petition No.: RZ-43-17

- ☐ Other: _____ (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 30 SW 16 STREET

Lot(s): 4 Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): 5142-03-10-5610 Legal Description: NORTH HOLLYWOOD 4-1 B LOT 6 LESS FOR RD BLK 43

Applicant/Consultant/Legal Representative (circle one) Bowman Consulting Group, Ltd.

Address of Applicant: 401 E. las Olas Blvd, Suite 1400, Ft. Lauderdale, FL 33301

Business Telephone: (954)-712-7482 Home: _____ Fax: _____

E-mail address: bpeffer@bowmanconsulting.com

Name of Property Owner: Guru Shakti Group LLC

Address of Property Owner: P.O. BOX 85087 Hallandale Beach, FL 33008

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: _____
For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: 0.86 Gross Acreage: _____ Prop. Square Footage: 37,317

Existing Use: Gas Station and Convenience Store Proposed Use: Gas Station and Convenience Store

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Bill Pfeffer, P.E. (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: Kamal Deep Narang
(Owner / Agent signature*)

BEFORE ME THIS 28th DAY OF January, 2017

BRENDA GODDEN-FRANCIS
Notary Public, State of New York
No. 01GO5059081
Qualified In Queens County
Commission Expires April 2018

By: Kamal Deep Narang
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of New York)

Personally known _____ or Produced Identification _____

Type of identification produced: _____ or Drivers License 896784730

***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 APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus retainer for staff/consultant review, administrative and notice cost \$5,000.00 Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus retainer for staff/consultant review, administrative and notice cost \$4,000.00 Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 800.00 <i>(up to this amount based on scope of work)</i>
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090



GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Heidi Davis Knapik
Direct Dial Number: 954.468.1391
E-Mail Address: hdavis@gunster.com



Rezoning Justification / Criteria
Proposed 7-Eleven
1554 S. Federal Highway, Dania Beach, Florida



The Applicant, 7-Eleven, Inc., is proposing to redevelop property located at 1554 S. Federal Highway, Dania Beach, Florida (the "Property"). The Property, at the northwest corner of South Federal Highway and Sheridan Street, is approximately 29,301 square feet (0.67 acre) and is made up of four platted lots. The north side of Sheridan Street is within the City of Dania Beach and the south side is located within the City of Hollywood. All four corners of the intersection contain commercial uses including a service station, fast food restaurant and a Publix anchored shopping center. The eastern most lot of the Property, which is the largest, is currently used as a service station with eight fueling positions, a small convenience store and automotive service bays. The remaining lots are vacant.

The three eastern lots are zoned South Federal Highway Mixed Use (SFED-MU) and the western most lot is zoned Residential Office (RO). The entire Property is designated Regional Activity Center ("RAC") on the City's Future Land Use Map. The purpose of the RAC is to encourage redevelopment within the areas designated and to provide the needed flexibility to facilitate development. 7-Eleven is proposing to completely redevelop the Property by removing the current structures and replacing them with state-of-the-art multi-product dispensers, new underground fuel tanks, a 2,940 square foot convenience store and a 1,000 square foot retail/office use. In order to accomplish the renovation and revitalization of this important corner, the Property's zoning will need to be unified and therefore, a rezoning application is being submitted to rezone the western most lot to SFED-MU to make it consistent with the rest of the Property.

The Applicant is proposing to rezone the western lot in order to redevelop the Property with a new development plan that is consistent and compatible with City's regulations and plans. The proposed rezoning of the western lot to SFED-MU is compatible in character and scale with the surrounding uses and the site plan design will include appropriate setbacks and buffering between proposed and existing uses. 7-Eleven's application for rezoning satisfies the applicable

requirements of Article 645 of the City's Land Development Code ("LDC") and specifically the review criteria as set forth in Section 645-40 as follows:

1. **The request is consistent with the City's comprehensive plan.** The proposed rezoning of the western lot from RO to SFED-MU is consistent and compatible with various goals, objectives and policies of the City's Comprehensive Plan including, but not limited to the following:

- **Policy 1.2 - Commercialized activities will be provided to serve the residents of the community.**

The entire premise of 7-Eleven is to serve the residents of the community. With its convenience store and fueling operations, the residents of Dania Beach will be able to frequent 7-Eleven to purchase a bottle of milk, fill up their gas tank or pick up baby diapers, in case of need. The location of the Property at this intersection makes the use convenient for the residents.

- **Policy 2.1 - Facilities and services will meet the levels of services outlined in the Comprehensive Plan Elements.**

The Property will meet levels of service and concurrency and will not overburden the facilities and services necessary to serve the proposed development.

- **Policy 5. 1 - Encourage development to enhance the tax base of the community.**

7-Eleven's long term lease, redevelopment and operation of this Property will greatly enhance the tax base of the community.

- **Policy 8.1 - Adequate drainage and stormwater management shall be provided for all development.**

The new development on the Property will maintain and manage its stormwater in accordance with City, County and State regulations. The Property will also be serviced by centralized water and wastewater systems.

- **Policy 8.3 - Safe and convenient on site traffic flow shall be provided in accordance with the Comprehensive Plan and the land development regulations.**

The proposed site plan on the Property ensures safe and convenient onsite traffic and pedestrian circulation. The rezoning of the west lot will enable additional site circulation which is safer for both vehicular and pedestrian traffic.

- **Policy 9.2 - All proposed development and future land uses shall be compatible with adjacent land uses.**

The proposed 7-Eleven development and future land uses are compatible with adjacent land uses. All adjacent properties have an underlying land use designation of RAC, which is designed for a mix of uses in an urban setting to encourage redevelopment along transit corridors.

- **Policy 10.1 Innovative site design and land planning shall be permitted within these land development regulations.**

The rezoning of the west lot enables the 7-Eleven site design and land planning to be consistent with the land development regulations and allows for adequate vehicular and pedestrian traffic around the Property.

2. The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans and master plans approved by the City Commission. The Property is located along two major corridors at the southern-most boundary of the City – South Federal Highway and Sheridan Street - and is part of the City’s Regional Activity Center. The RAC is designed to encourage development and redevelopment along these corridors. The west lot will be rezoned to the SFED-MU zoning district to make it consistent and compatible with the eastern lots. The SFED-MU district encourages medium-intensity redevelopment of the corridor with a mix of uses with a design emphasis on pedestrian street life in a manner that supports public transit, while creating interest and fostering investment in the immediate neighborhood. The SFED-MU implements the RAC category of the comprehensive plan. The South Federal Highway corridor is also designated a transit oriented corridor and with the redesigned site plan, the Property will include wide, expansive sidewalks with street trees to encourage pedestrian and bicycle activity along these corridors. The rezoning is consistent with these approved City plans.

3. The request would not give privileges not generally extended to similarly situated property in the area or result in an isolated district unrelated to adjacent or nearby districts. The rezoning of the west lot will not provide privileges not generally extended to similarly situated property in the area. The City designated all of the property in this area with a RAC land use, which permits mixed uses including residential and commercial to co-exist in an urban environment. Including this small, undeveloped western lot within the redevelopment will not create an isolated zoning district, as the eastern lots of the Property are immediately adjacent, related to the site plan and zoned SFED-MU.

- a. The request furthers the City’s adopted community redevelopment plan.**

The rezoning of the western-most lot of the Property will create a development site that is consistent and compatible with the underlying RAC, community redevelopment plans and the City’s zoning code. The SFED-MU zoning district encourages medium-intensity redevelopment of the corridor with a mix of retail, office, residential, and lodging uses with a design emphasis on pedestrian street life in a manner that supports public transit, while creating interest and fostering investment in the immediate neighborhood. This will be accomplished through a mix of residential and commercial uses along the corridor, such as the proposed 7-Eleven development.

Pursuant to the SFED-MU zoning district regulations, the district implements the RAC category of the comprehensive plan.

b. The rezoning is appropriate for the orderly development of the City and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

The proposed 7-Eleven use is compatible with the existing environment and the adjacent land uses and planned adjacent land uses. The Property and its surrounding neighbors are all designated RAC on the City's Future Land Use Plan, encouraging development and redevelopment of mixed uses. The eastern portion of the Property currently contains a gas station with a small convenience store and service bays. The proposed use and the uses of the adjacent properties are consistent with the uses permitted within the RAC. Additionally, the design of the proposed 7-Eleven will minimize any potential adverse effects on adjacent properties. The project will not produce noise, dust or other nuisances and the Property's lighting complies with the City's regulations. The proposed use as a neighborhood convenience store with fuel sales is consistent and compatible with the neighboring properties and will not adversely affect surrounding uses.

FTL_ACTIVE 5015027.2

ORDINANCE NO. 2017-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY BOWMAN CONSULTING GROUP, LTD., AGENT FOR THE PROPERTY OWNER GURU SHAKTI GROUP LLC, TO REZONE PROPERTY LOCATED AT 30 SW 16TH STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RESIDENTIAL OFFICE (RO) DISTRICT TO SOUTH FEDERAL HIGHWAY MIXED USE (SFED-MU) DISTRICT (APPLICATION NO. RZ-43-17), SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code," Part 6, "Development Review Procedures And Requirements," Article 645, "Rezoning" of the City Code of Ordinances (the "City Code"), Bowman Consulting Group, Ltd., agent for the property owner, Guru Shakti Group LLC (the "Applicant"), has applied to the City of Dania Beach (the "City") for approval of a rezoning (Application RZ-43-17) for property located at 30 SW 16th Street as legally described in Exhibit "A"; a copy of which is made a part of and incorporated into this Ordinance by this reference; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on May 17, 2017 and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the "Comprehensive Plan"), and therefore, recommended approval of the proposed rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

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

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

Section 2. Pursuant to Chapter 28 “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code, the rezoning request (RZ-43-17) from Residential Office (RO) District to the South Federal Highway Mixed Use (SFED-MU) District, for the property located at 30 SW 16th Street, in the City of Dania Beach, Florida, as legally described in Exhibit “A,” is hereby approved.

Section 3. That issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on June 27, 2017.

PASSED AND ADOPTED on second reading on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT “A”

LEGAL DESCRIPTION

Lot 6, Less the South 15.00 feet thereof, Block 43, North Hollywood, according to the Map or Plat thereof, as recorded in Plat Book 4, Page(s) 1, of the Public Records of Broward County, Florida.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 28, THE “LAND DEVELOPMENT CODE,” OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 725, “DEFINITION,” TO ADD WITHIN SECTION 725.30 “TERMS DEFINED” A TERM FOR “MOTOR FUEL PUMPS, RETAIL” TO ALLOW FOR DEVELOPMENT OR REDEVELOPMENT OF RETAIL ESTABLISHMENTS WITH RETAIL MOTOR FUEL PUMPS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Application and Backup, Ordinance



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, LEED G.A., Planning and Zoning Manager *CL Lajoie*

SUBJECT: **TX-41-17:** The applicant, Dennis Mele/Greenspoon Marder P.A., on behalf of the property owner, JSRJ, Inc. is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (SECOND READING).

REQUEST

TEXT AMENDMENT

To amend the Land Development Code (LDC) definition for Motor Fuel Pumps, Retail, per Section 725-30.

The applicant is proposing changes to the definition section of the LDC by adding a definition for Motor Fuel Pump, Retail. The use of Motor Fuel Pump, Retail is identified as a Special Exception Use only in the C-3 and C-4 zoning districts, although no definition is provided. The applicant is proposing the following language to define the use.

"Motor fuel pump, retail. An establishment containing motor fuel pumps, which may also include a retail establishment occupying more than five thousand (5,000) gross square feet of floor area that sells a variety of convenience goods and may also offer convenience services such as prepared foods and limited banking services."

This amendment does not expand where gas stations are allowed.

In addition to the requested text amendments, the applicant will also need Site Plan approval prior to obtaining a building permit.

CITY COMMISSION PREVIOUS ACTION

On June 27, 2017 the City Commission continued this item on second reading at the applicant's request.

On June 13, 2017 the City Commission approved this item on first reading.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item on May 17, 2017 and recommended approval.

STAFF RECOMMENDATION

Approve.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax



Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Text amendment

Date Rec'd: _____
Petition No.: TX-04-17

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 602 Stirling Road - NW Corner of Stirling Road and Phippen Road

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: GEO M. PHIPPENS SUB-DIVISION 2-90 D

Folio Number(s): 5042-34-05-0150 & 0160 Legal Description: See attached legal description

Applicant/Consultant/ Legal Representative (circle one) Dennis Mele / Greenspoon Marder, P.A.

Address of Applicant: 200 East Broward Boulevard, Suite, 1800, Fort Lauderdale, FL 33301

Business Telephone: 954-649-7711 Home: 954-527-2409 Fax: 954-333-4009

E-mail address: dennis.mele@gmlaw.com

Name of Property Owner: JSRJ, Inc.

Address of Property Owner: 261 SW 13th Street, Dania Beach 33004

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: text amendment to add defined term
For **Plats** please provide proposed **Plat Name** for **Variations** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 4.3 Gross Acreage: _____ Prop. Square Footage: _____

vacant

Existing Use: _____ Proposed Use: retail center/convenience store
with motor fuel sales, retail

Is property owned individually, by a corporation, association, or a joint venture? corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Dennis Mele c/o Greenspoon Marder, P.A. (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*)

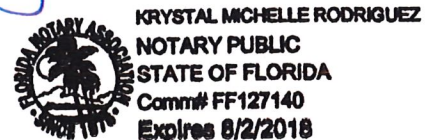
BEFORE ME THIS 11th DAY OF April, 2017

By:

Terry Salzman
(Print name of person acknowledging)

[Signature]
(Joint owner signature if applicable)

Notary K.H.M. ry
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

Text amendment to add definition to Dania Beach Code of Ordinance.

ARTICLE 110 – USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS

Per Sec. 110-20, Motor fuel pumps, retail [subject to [section 110-90](#)] is a Special Exception use in C-3 and C-4.

However, there is no definition for “Motor fuel pumps, retail” within the definitions.

ARTICLE 630 – SPECIAL EXCEPTION USES

Sec. 630-40 (B) Special exception uses and their related accessory uses including enlargement or modification of an existing special exception use shall be decided as follows:

- (1) The planning and zoning board shall decide all application for special exceptions that pertain to, and are processed concurrently with, small-scale site plans.
- (2) The city commission shall decide all other applications for special exception.

ARTICLE 725 - DEFINITIONS

Sec. 725-30 – Terms defined.

Motor fuel pumps, retail. An establishment containing motor fuel pumps, which may also include a retail establishment occupying more than five thousand (5,000) gross square feet of floor area that sells a variety of convenience goods and may also offer convenience services such as prepared foods and limited banking services.

Sec. 110-20. - List of permitted, special exception and prohibited uses.

Included in the table below are permitted, special exception and prohibited uses within commercial districts, the Residential Office (RO) District, the Marine District, and generalized permitted and special exception uses within the mixed-use CRA form-based districts. Permitted and special exception uses shown in this table for the CRA form-based districts are not allowed in all areas of a district; therefore, the more detailed regulations of [article 302](#) must be consulted to determine whether a particular use is permitted in any given location. [Article 302](#) shall take precedence over this table. Unless otherwise provided, this table shall not apply to uses in the Planned Mixed Use Development District (PMUD). All permitted, conditional, special exception, restricted or prohibited uses within the PMUD shall be identified and established pursuant to the approved PMUD Development Design Guidelines (DDG) consistent with the Dania Beach Regional Activity Center (RAC) and [article 340](#) of this chapter.

Legend	Marine	RO (see sec 110- 180)	CC	EDBB- MU	SFED- MU	GTWY- MU	NBHD- MU	C-1	C-2	C-3	C-4
P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only											
NP - Not permitted											
USES											
Motor fuel pumps, retail [subject to section 110-90]	NP	NP	NP	NP	NP	NP	NP	NP	NP	SE	SE

This term is listed as a Special Exception use in C-3 and C-4, currently there is no definition for this use listed in the "terms defined"

ORDINANCE NO. 2017-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, THE "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 725, "DEFINITION," TO ADD WITHIN SECTION 725.30 "TERMS DEFINED" A TERM FOR "MOTOR FUEL PUMPS, RETAIL" TO ALLOW FOR DEVELOPMENT OR REDEVELOPMENT OF RETAIL ESTABLISHMENTS WITH RETAIL MOTOR FUEL PUMPS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of a proposed change to the Code as shown below; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City's Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City's Comprehensive Plan;

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 725 “Definitions” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 725. - DEFINITIONS

...

Sec. 725-30. – Terms defined.

Motor fuel pumps, retail. An establishment containing motor fuel pumps, which may also include a retail establishment occupying more than five thousand (5,000) gross square feet of floor area that sells a variety of convenience goods and may also offer convenience store services such as prepared foods and limited banking store services.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

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

PASSED on first reading on June 13, 2017.

PASSED AND ADOPTED on second reading on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 105, “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS” CONCERNING SUPPLEMENTAL REGULATIONS IN THE PRD-1 DISTRICT; AMENDING ARTICLE 115, “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE” TO REVISE THE LIST OF USES AND RELATED CONDITIONS; AMENDING ARTICLE 205, “TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS” CONCERNING LOT, YARD AND BULK REGULATIONS; AMENDING ARTICLE 215, “SUPPLEMENTAL REGULATIONS FOR YARDS, LOT COVERAGE, IMPERVIOUS AREA AND OPEN SPACE,” TO ADDRESS YARD ENCROACHMENTS; AMENDING ARTICLE 265, “OFF-STREET PARKING REQUIREMENTS,” TO ADDRESS OFF-STREET PARKING REQUIREMENTS AND ON-STREET PARKING CREDIT; AMENDING ARTICLE 275, “LANDSCAPING REQUIREMENTS” TO ADDRESS EXISTING NONCONFORMING VEHICULAR USE AREAS; AMENDING ARTICLE 610, “PUBLIC HEARING NOTICES” TO REVISE PUBLIC HEARING NOTICE REQUIREMENTS; AMENDING ARTICLE 630, “SPECIAL EXCEPTION USES” TO REVISE THE DECISION MAKING AUTHORITY FOR CERTAIN APPLICATIONS; AMENDING ARTICLE 640, “PLATS” TO REVISE PLAT DRAWING AND DATA REQUIREMENTS; AMENDING ARTICLE 725, “DEFINITIONS”;

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Staff Report, Application, Ordinance



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CAD again*

SUBJECT: **TX-57-17:** The applicant, City of Dania Beach, is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (SECOND READING).

REQUEST

TEXT AMENDMENT

1. To remove the Planning and Zoning Board from the site plan approval process for Planned Residential Development districts; Section 105-220.
2. To prohibit parking for vehicles and equipment; Section 115-40.
3. To change the maximum allowable height for townhomes to thirty-five (35) feet; Section 205-10.
4. To remove setback measurements from neighboring units for accessory structures; Section 215-60.
5. To allow a 20 percent ancillary use with no additional parking for 'Industrial, manufacturing, labs and research' uses, and to eliminate 'Storage or warehouse' parking calculations; Section 265-50.
6. To eliminate the provisions for existing nonconforming vehicular use areas; Section 275-50.
7. To increase the timing of notice and the radius the notice is mailed to for public hearings; Section 610-20.
8. To require posting public hearing notice on the City's website, and amend the requirements of the signs required to be posted on a property announcing a public hearing; Section 610-30.
9. To add a provision to require Special Exception applications for properties less than one (1) acre in size to be heard by the Planning and Zoning Board; Section 630-40.

10. To remove the Planning and Zoning Board signature block requirement for plats; Section 640-30.

11. To amend and add terms and definitions; Section 725.

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

The following amendments to the Unified LDC are proposed:

1. **PLANNED RESIDENTIAL DEVELOPMENT**

This change will remove the Planning and Zoning Board from the site plan approval process for Planned Residential Development districts as the current site plan approval process requires only one (1) public hearing. The amended LDC will require site plan approval to be granted by the City Commission, consistent with the current site plan approval process.

2. **PARKING FOR VEHICLES AND EQUIPMENT**

This amendment will prohibit parking for vehicles and equipment from the following zoning districts; IROM-AA, IRO, and IG. This will be consistent with previous text amendments to prohibit outdoor storage/parking use in the industrial zoning districts.

3. **TOWNHOUSE**

To change the maximum allowable height for townhomes to thirty-five (35) feet. Currently, the PRD-1 zoning district allows three (3) stories, thirty-five (35) foot maximum height. The proposed change will allow greater design flexibility which is often needed to build in certain flood zones.

4. **ACCESSORY STRUCTURES**

To remove setback measurements from neighboring units for accessory structures. This amendment will enforce setbacks from property lines only and not adjacent units, which becomes problematic when unit width is small, generally less than twenty (20) feet.

5. **ANCILLARY PARKING**

To allow a 20 percent ancillary use with no additional parking for 'Industrial, manufacturing, labs and research' uses, and to eliminate 'Storage or warehouse' parking calculations. First, industrial uses such as manufacturing, labs and research have a small amount of floor area dedicated for office space. Because the office space is ancillary, no additional parking need is usually generated. Secondly, the elimination of 'Storage or warehouse' parking requirements will eliminate a duplicative provision of the LDC.

6. **EXISTING NONCONFORMING VEHICULAR USE AREA**

The elimination of the 'Existing nonconforming vehicular use areas' will encourage the reuse of existing properties without penalizing new businesses by requiring an

existing, and often, older property meet the LDC regarding landscape islands in a parking lot. Significant rehabilitation of a site will require site plan review and compliance with the LDC.

7. PUBLIC HEARING NOTICE – MAILED NOTICE

This change will do two (2) things, First, the public hearing notice will be provided fourteen (14) days before the public hearing; currently the LDC requires notice ten (10) days prior. Secondly, the change will increase the mailed notice to be sent to property owners within 450 feet; today the LDC requires mailed notice to property owners within 300 feet.

8. PUBLIC HEARING NOTICE – POSTED SIGN

This amendment will require first, that the public hearing notice be posted on the City's website, this is currently not a requirement. Secondly, the signs for large scale development, which are projects generally larger than one (1) acre in size, will be required to post a larger sign (30" X 38") on the property; currently the size of the sign used is eighteen inches by twenty-four inches (18"X 24").

9. SPECIAL EXCEPTION

This amendment will add a provision to require Special Exception applications for properties less than one (1) acre in size to be heard by the Planning and Zoning Board. This is consistent with how the LDC identifies the processing of small scale/large scale site plans and variances.

10. PLATS

This change will remove the Planning and Zoning Board signature block requirement for plats. A previous amendment made plat approval a City Commission action, via a resolution. The Planning and Zoning Board will no longer make recommendations regarding plats, therefore, no signature from the Planning and Zoning Board need to be reflected on the plat.

11. TERMS AND DEFINITIONS

The amendment adds alcohol to the descriptive list of items sold by a convenience store. The amendment also modifies the definition of 'Customer Service Area' to simplify it. Finally, the amendment adds the term "Storage, Short term" and defines it as more than twelve (12) hours, but less than six (6) months.

This application required two (2) public hearings by the City Commission.

CITY COMMISSION PREVIOUS ACTION

On June 27, 2017 the City Commission approved the request on first reading.

PLANNING AND ZONING BOARD ACTION

This item was heard by the Planning and Zoning Board on June 21, 2017. The Planning and Zoning Board recommended approval except for the proposed changes to the Planned Residential Development and the Special Exceptions.

CITY COMMISSION ACTION

Approve.



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: _____

Petition No.: _____

☒ 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. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Various LDC Amendments
For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

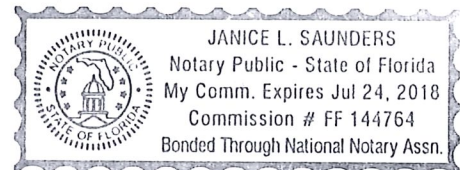
BEFORE ME THIS 30th DAY OF May, 2017

By:

Marc LaFerrier
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Jan Saunders
(Signature of Notary Public – State of FL)



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.***

ORDINANCE NO. 2017-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 105, “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS” CONCERNING SUPPLEMENTAL REGULATIONS IN THE PRD-1 DISTRICT; AMENDING ARTICLE 115, “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE” TO REVISE THE LIST OF USES AND RELATED CONDITIONS; AMENDING ARTICLE 205, “TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS” CONCERNING LOT, YARD AND BULK REGULATIONS; AMENDING ARTICLE 215, “SUPPLEMENTAL REGULATIONS FOR YARDS, LOT COVERAGE, IMPERVIOUS AREA AND OPEN SPACE,” TO ADDRESS YARD ENCROACHMENTS; AMENDING ARTICLE 265, “OFF-STREET PARKING REQUIREMENTS,” TO ADDRESS OFF-STREET PARKING REQUIREMENTS AND ON-STREET PARKING CREDIT; AMENDING ARTICLE 275, “LANDSCAPING REQUIREMENTS” TO ADDRESS EXISTING NONCONFORMING VEHICULAR USE AREAS; AMENDING ARTICLE 610, “PUBLIC HEARING NOTICES” TO REVISE PUBLIC HEARING NOTICE REQUIREMENTS; AMENDING ARTICLE 630, “SPECIAL EXCEPTION USES” TO REVISE THE DECISION MAKING AUTHORITY FOR CERTAIN APPLICATIONS; AMENDING ARTICLE 640, “PLATS” TO REVISE PLAT DRAWING AND DATA REQUIREMENTS; AMENDING ARTICLE 725, “DEFINITIONS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City’s Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach (“City Commission”) finds it periodically necessary to amend its Code of Ordinances and Land Development Code

("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City's Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City's Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA¹:

Section 1. That the preceding "Whereas" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 105. – "Use Regulations For Residential And Open Space Zoning Districts" of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 105. – USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 105-220. - PRD-1 District supplemental regulations.

(A) *Site plan required for rezoning.* No property may be rezoned PRD-1 without the review and approval of a site development plan by the ~~planning and zoning board and the approval of the city commission.~~

* * *

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

(E) *General standards; site development plan.* In reviewing and approving such site development plan, the ~~planning and zoning board~~ and city commission shall consider the location, size, height, spacing, appearance, character and utilization of any building, structure or use and their appurtenances, access and circulation for vehicles and pedestrians, streets, parking areas, yards, open spaces and relationships to adjacent property. More specifically:

* * *

Section 3. That Article 115, “Industrial Districts: Permitted, Prohibited, Special Exception Uses, and Conditions of Use” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 115. - INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE

* * *

Sec. 115-40. - Schedule of permitted uses.

Legend		
P	-	Permitted
A	-	Permitted accessory use only
#, #	-	(Ex: 1, 2) Permitted subject to the conditions of use numbered 1 and 2 found in section 115-50
SE	-	Permitted special exception use only, pursuant to article 630
SE(#, #)	-	(Ex: 1, 2) Permitted as a special exception only, and subject to conditions of use numbers 1 and 2 found in section 115-50.
NP	-	not permitted

USES	IROM	IROM-AA	IROC	IRO	IG	IR	PEDD	MA-1
* * *								
Parking for vehicles and equipment	NP	<u>NP</u>	NP	<u>NP</u>	NP	<u>NP</u>	NP	<u>NP</u>

		17, 76, 77		17, 74,		17, 76, 77		17, 74,
* * *								

* * *

Section 4. That Article 205, “Tabular Summary of Site Development Standards For All Zoning Districts” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 205. - TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS.

* * *

Sec. 205-10. - Schedule of lot, yard and bulk regulations.

(B) PRD-1 AND MULTIPLE- FAMILY DISTRICTS	LOT			DENSITY	BULK		YARDS					ADDITIONAL REGULATION S
	MINIMUM			MAXIMUM	MAXIMUM		MINIMUM					
	Area (Sq. Ft.)	Width (Ft.)	Depth (Ft.)	Density (DU/Gross Acre)	Height (Stories/Ft.)	Coverage (Percent)	Front (Ft.)	Interior Side Both/One (Ft.)	Rear (Ft.)	Corner side (Ft.)	Interior of lot between buildings (Ft.)	
RM District												

Townhouses	20,000 total; 2500/unit	100 for building group; 22 per unit	100	10.00	2/25 35	40 per lot & building group	25	20 for end units	15	25	20	sections 230-10, 230-30

RM-1 District												

RM-2 District												
* * *												
Townhouse s	20,000 sf total; 2,500 sf/unit	100 total; 22 per individual unit lot	100	12.00	2/25 35	40 per lot & bldg. group	25	20/10	15	25	20	sections 230-10, 230-30
* * *												

* * *

Section 5. That Article 215, “Supplemental Regulations For Yards, Lot Coverage, Impervious Area And Open Space” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 215. - SUPPLEMENTAL REGULATIONS FOR YARDS, LOT COVERAGE, IMPERVIOUS AREA AND OPEN SPACE

* * *

Sec. 215-60. - Permitted yard encroachments in the RM, RM-1 and RM-2 districts.

* * *

(H)Patio, deck, screen enclosures, sun canopies or gazebos not associated with a pool shall provide a minimum of a five (5) feet setback from any interior or rear property line, ~~parcel~~ or ~~neighboring unit~~ and a minimum of ten (10) feet from any street side property line.

* * *

Section 6. That Article 265, “Off- Street Parking Requirements” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 265. - OFF-STREET PARKING REQUIREMENTS

* * *

Sec. 265-50. - Off-street parking required; on-street parking credit.

* * *

SCHEDULE OF MINIMUM OFF-STREET PARKING REQUIREMENTS

Minimum Off-Street Parking Requirement			
Use		All Districts	CRA Form-Based Districts
(D) Industrial Uses			
	* * *		
60	Industrial, manufacturing, labs, and research uses ⁽¹⁾	One (1) per five hundred (500) sf. <u>Parking for accessory office, warehouse & showroom areas shall be required and calculated separately for all square footage in excess of 20% of main use.</u>	
61	Self-storage, or warehouse ⁽¹⁾	One (1) per two thousand (2,000) sf. <u>Parking requ. for accessory associated uses including the management office shall be required and calculated separately for all square footage in excess of 20% of main use.</u>	
	* * *		
64	Storage or warehouse ⁽⁴⁾	One (1) per one thousand (1,000) sf	
65	Storage, long-term	One (1) plus per one thousand five hundred (1,500) sf	
	* * *		

* * *

Section 7. That Article 275, “Landscaping Requirements” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 275. - LANDSCAPING REQUIREMENTS

* * *

~~Sec. 275-50. -- Existing nonconforming vehicular use areas.~~

~~Existing vehicular use areas which do not comply with this article shall be brought into conformity with these regulations upon the occurrence of any one (1) of the following conditions:~~

~~(A) When the total square footage of the vehicular use area is increased or decreased by ten (10) percent.~~

~~(B) When there is a structural addition which increases the total gross floor area of any existing building on the property more than five hundred (500) square feet.~~

~~(C) When no occupational license has been active for a period of one (1) year or more.~~

~~(D) When there is any change of use involving a change in parking requirements, the requirements of this article shall be met before an occupational license may be issued for the new use. This subsection shall not apply when a use or occupancy of an existing building or structure in the Downtown Dania [Beach] Development District is changed to a restaurant, and said restaurant is not operated in conjunction with a theatre, playhouse, house of worship, lodge hall, private club, indoor amusement facility, meeting hall, or institutional dining facility.~~

* * *

Section 8. That Article 610, “Public Hearing Notices” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 610. - PUBLIC HEARING NOTICES

* * *

Sec. 610-20. - Table of public notice requirements.

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	Posting at City Hall and on City Website OTHER NOTICE
Administrative Appeal	City Commission	10 <u>14</u> days	Standard Ad	Within 34 <u>50</u> feet	No	<u>10 days Posting at City Hall</u>
Administrative variance	None	10 <u>14</u> days prior to administrative action	Not Required	Within 34 <u>50</u> feet	No	<u>10 days Posting at City Hall</u>
Code amendments to Part 1 (Use Regulations)	Planning and Zoning Board*	10 <u>14</u> days	Standard Ad	Not Required	No	<u>10 days Posting at City Hall</u>
	City Commission (first reading)	10 <u>14</u> days	Large Ad	Not Required	No	<u>10 days Posting at City Hall</u>

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	Posting at City Hall and on City Website OTHER- NOTICE
	City Commission (second reading)	10 14 days	Large Ad	Not Required	No	<u>10 days Posting at City Hall</u>
Code amendments to other than Part 1	Planning and Zoning Board*	Not Required	Not Required	Not Required	No	<u>10 days Posting at City Hall</u>
	City Commission (first reading)	Not Required	Not Required	Not Required	No	<u>10 days Posting at City Hall</u>
	City Commission (second reading)	10 <u>14</u> days	Standard Ad	Not Required	No	<u>10 days Posting at City Hall</u>
Comprehensive Plan text amendments, other	Planning and Zoning Board *	10 <u>14</u> days	Standard Ad	Not Required	No	<u>10 days Posting at City Hall</u>
	City Commission (first reading)	10 <u>14</u> days	Standard Ad	Not Required	No	<u>10 days Posting at City Hall</u>

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	Posting at City Hall and on City Website OTHER- NOTICE
						Hall
	City Commission (second reading)	10 <u>14</u> days	Standard Ad	Not Required	No	<u>10 days Posting at City Hall</u>
Land use map amendment (small scale per F.S. § 163.3187(1)(c))	Planning and Zoning Board*	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet	Yes	<u>10 days Posting at City Hall</u>
	City Commission (first reading)	Not Required	Not Required	Not Required	No	<u>10 days Posting at City Hall</u>
	City Commission (second reading adoption)	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet	Yes	<u>10 days Posting at City Hall</u>
Land use map amendment, other or change to list of permitted uses	Planning and Zoning Board*	10 <u>14</u> days	Large Ad	Within <u>3450</u> feet for map amendments when mailed	Yes, for map amendments**	<u>10 days Posting at City Hall</u>

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	<u>Posting at City Hall and on City Website</u> OTHER- NOTICE
in land use category				notice is provided in lieu of Newspaper Publication (4)		
	City Commission (first reading)	10 <u>14</u> days	Large Ad	Within 3450 feet for map amendments when mailed notice is provided in lieu of Newspaper Publication (4)	Yes, for map amendments**	<u>10 days</u> Posting at City Hall
	City Commission (second reading)	10 <u>14</u> days	Large Ad	Within 3450 feet for map amendments when mailed notice is provided in lieu of Newspaper Publication (4)	Yes, for map amendments**	<u>10 days</u> Posting at City Hall
Plat	City Commission	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet	No <u>Yes</u>	<u>10 days</u> Posting at City

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	Posting at City Hall and on City Website OTHER- NOTICE
						Hall
Site Plan Review, Small-Scale	Director of Community Development review only (no public hearing)	Within 5 days following administrative action	Not Required	Within <u>3450</u> feet	Yes	None
	Planning & Zoning Board	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet	Yes	<u>10 days</u> Posting at City Hall
Site Plan Review, Large-Scale	City Commission	10 <u>14</u> days	Standard Ad	within <u>3450</u> feet	Yes	<u>10 days</u> Posting at City Hall
Special Exception	Planning & Zoning Board ⁽¹⁾	10 <u>14</u> days ⁽²⁾	Standard Ad	Within <u>3450</u> feet ⁽²⁾	Yes ⁽²⁾	<u>10 days</u> Posting at City Hall ⁽²⁾
	City Commission	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet	Yes	<u>10 days</u> Posting at City Hall

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	Posting at City Hall and on City Website OTHER- NOTICE
Rezoning initiated by the City for fewer than 10 contiguous acres	Planning and Zoning Board*	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet	Yes	<u>10 days</u> Posting at City Hall
	City Commission (first reading)	Not Required <u>14 days</u>	Not Required	Not Required <u>Within 450 feet</u>	No - <u>Yes</u>	<u>10 days</u> Posting at City Hall
	City Commission (second reading)	10 <u>14</u> days for Ad 30 days for mail notice	Standard Ad	Within <u>3450</u> feet	Yes	<u>10 days</u> Posting at City Hall
Rezoning initiated by the City for 10 or more contiguous acres	Planning and Zoning Board*	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet when mailed notice is provided in lieu of Newspaper Publication ⁽⁴⁾	Yes**	<u>10 days</u> Posting at City Hall
	City Commission (first reading)	10 <u>14</u> days	Large Ad	Within <u>3450</u> feet when mailed notice is	Yes**	<u>10 days</u> Posting at City

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	<u>Posting at City Hall and on City Website</u> OTHER- NOTICE
				provided in lieu of Newspaper Publication ⁽⁴⁾		Hall
	City Commission (second reading)	10 <u>14</u> days	Large Ad	Within 3450 feet when mailed notice is provided in lieu of Newspaper Publication ⁽⁴⁾	Yes**	<u>10 days Posting at City Hall</u>
Rezoning initiated by the property owner	Planning and Zoning Board*	10 <u>14</u> days	No Ad <u>Standard Ad</u>	Within 3450 feet	Yes	<u>10 days Posting at City Hall</u>
	City Commission (first reading)	10 <u>14</u> days	No Ad <u>Standard Ad</u>	Not Required <u>Within 450 feet</u>	Yes	<u>10 days Posting at City Hall</u>
	City Commission (second reading)	10 <u>14</u> days	Standard Ad	Within 3450 feet	Yes	<u>10 days Posting at City</u>

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	Posting at City Hall and on City Website OTHER- NOTICE
	reading)					Hall
Temporary use	City Commission	10 <u>14</u> days	Standard Ad	Not Required	No	<u>10 days</u> Posting at City Hall
Vacation of right-of-way	Planning and Zoning Board	10 <u>14</u> days	Standard Ad	Properties fronting the street segment proposed for vacation	Yes	<u>10 days</u> Posting at City Hall
	City Commission	10 <u>14</u> days	Standard Ad	Properties fronting the street segment proposed for vacation	Yes	<u>10 days</u> Posting at City Hall
Variance	Planning & Zoning Board ⁽¹⁾	10 <u>14</u> days ⁽²⁾	Standard Ad ⁽²⁾	Within <u>3450</u> feet ⁽²⁾	Yes ⁽²⁾	<u>10 days</u> Posting at City Hall ⁽²⁾

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, <u>unless otherwise specifically provided herein</u>)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED ?	Posting at City Hall and on City Website OTHER- NOTICE
	City Commission	10 <u>14</u> days	Standard Ad	Within <u>3450</u> feet	Yes	<u>10 days</u> Posting at City Hall
Waiver of distance separation for establishments serving liquor pursuant to sec. 110-50(E)	Planning and Zoning Board	10 <u>14</u> days	Standard Ad	<u>Within 450 feet</u> Not Required	No <u>Yes</u>	<u>10 days</u> Posting at City Hall
	City Commission	10 days	Standard Ad	<u>Within 450 feet</u> Not Required	No <u>Yes</u>	<u>10 days</u> Posting at City Hall

Table notations:

(1) Certain variances and special exceptions may be approved by the planning and zoning board without city commission action, pursuant to article 625.

(2) This applies only to variances that are decided by the planning and zoning board.

(3) Second reading only.

(4) In accordance with F.S. § 166.041(3)(c)(2)(c), in lieu of publishing the advertisement required by F.S. § 166.041(3)(c)(2)(b), the municipality may mail a notice to each person owning real property within the area covered by the ordinance. Such notice shall clearly explain the proposed ordinance and shall notify the person of the time, place, and location of any public hearing on the proposed ordinance.

* Acting as the local planning agency (LPA) for code amendments and all amendments to the land use plan map.

** Except as provided in subsection 610-30(B)(5) for area-wide amendments.

* * *

Sec. 610-30. - Detailed notice provisions.

(A)*Timing of notice.* The "timing of notice" column in the above table refers to the minimum number of calendar days prior to the date of the public hearing, not including the date of the hearing, that:

- (1)The newspaper ad must appear in the newspaper;
- (2)The sign(s) must be posted;
- (3)Mail notices must be mailed; and
- (4)Posting at city hall and on the City's web site ~~should occur, provided that the minimum posting requirement at city hall shall be five (5) ten (10) business calendar~~ days prior to the public hearing, unless this timeframe is greater as provided by law.

(B)*Sign notices – Small scale site plan or other development approval applications for properties one (1) acre or less in size.*

(1)*Posting requirements.* Where sign posting is required by section 610-20 (table), above, the applicant shall be responsible for posting signs along all street frontages of the property that is the subject of a public hearing hereunder. The sign shall be posted between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be visible from the public rights-of-way. The sign shall be at least three (3) square feet in area, and shall contain substantially the following language:

PUBLIC HEARING NOTICE

Petition number

Date:

Time:

Project/Application description:

For Information Call: (954) 924-6800 ~~{community development department phone number}~~

(2)~~{Alternate posting locations.}~~ The community development director may allow alternate sign posting location(s) when the subject property has no improved public street frontage.

(3)~~{Multiple lot applications.}~~ If multiple lots are the subject of an application for city approval where sign posting is required, posting of the sign on every lot is not required. The number and location of sign postings that are sufficient to accomplish the intent of this section shall be determined by the community development director.

(4)~~{Additional sign requirements.}~~ For subject properties having more than five hundred (500) feet of street frontage on any single street, one (1) additional sign shall be posted for each five hundred (500) feet or fraction thereof.

(5)~~{Area-wide amendments.}~~ Sign posting shall not be required for area-wide amendments to the land use plan map or official zoning map initiated by the city.

(6)~~{Damage, etc., to posted signs.}~~ Despite the city's substantial material and posting standards for public hearing notice signs, removal, damage or destruction occasionally occurs as a result of vandalism or wind. Therefore, sign posting is considered secondary and supplemental to newspaper notice of a pending public hearing. Accordingly, any damage, destruction or removal of signs shall not require that the applicable board or commission defer or continue a public hearing and/ or decision on an application.

(7)~~{Replacing damaged, etc., signs.}~~ Notwithstanding paragraph (6), above, if the owner, applicant or agent is aware that the sign is destroyed or removed from the property, or damaged beyond full legibility, the applicant is responsible for obtaining another sign from the city and posting the sign on the property.

(8)~~{Final disposition of application.}~~ The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeals, request for review or hearings by another body. The sign information shall be changed as needed to reflect the information to be provided as specified in paragraph (1), above.

(9)~~{Proof of posting required.}~~ The applicant shall, ten (10) days prior to the public hearing, execute and submit to the department an affidavit of proof of the posting of the public notice sign in accordance with this section. If the applicant fails to submit the affidavit, the public hearing will be postponed until the next public hearing after the affidavit has been supplied.

(10)~~{Deadline for sign removal.}~~ All signs shall be removed by the applicant within five (5) days after final disposition of the application. If the applicant fails to remove the sign, the city shall have the right to remove same.

(C) Sign notices – Large scale site plan or other development approval applications for properties larger than one (1) acre in size.

(1) Posting requirements. Where sign posting is required by section 610-20 (table), above, the applicant shall be responsible for posting signs along all street frontages of the property that is the subject of a public hearing hereunder. The sign shall be posted between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be visible from the public rights-of-way. The sign shall be at least thirty (30) inches, by thirty-six (36) inches in area, and shall contain substantially the following language:

PUBLIC HEARING NOTICE

Petition number

Date:

Time:

Project/Application description:

For Information Call: (954) 924-6800

(2) Alternate posting locations. The community development director may allow alternate sign posting location(s) when the subject property has no improved public street frontage.

(3) Multiple lot applications. If multiple lots are the subject of an application for city approval where sign posting is required, posting of the sign on every lot is not required. The number and location of sign postings that are sufficient to accomplish the intent of this section shall be determined by the community development director.

(4) Additional sign requirements. For subject properties having more than five hundred (500) feet of street frontage on any single street, one (1) additional sign shall be posted for each five hundred (500) feet or fraction thereof.

(5) Area-wide amendments. Sign posting shall not be required for area-wide amendments to the land use plan map or official zoning map initiated by the city.

(6) Damage, etc., to posted signs. Despite the city's substantial material and posting standards for public hearing notice signs, removal, damage or destruction occasionally occurs as a result of vandalism or wind. Therefore, sign posting is considered secondary and supplemental to newspaper notice of a pending public hearing. Accordingly, any damage, destruction or removal of signs shall not require that the applicable board or commission defer or continue a public hearing and/ or decision on an application.

(7) Replacing damaged, etc., signs. Notwithstanding paragraph (6), above, if the owner, applicant or agent is aware that the sign is destroyed or removed from the property, or damaged beyond full legibility, the applicant is responsible for obtaining another sign from the city and posting the sign on the property.

(8) Final disposition of application. The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeals, request for review or hearings by another body. The sign information shall be changed as needed to reflect the information to be provided as specified in paragraph (1), above.

(9) Proof of posting required. The applicant shall, ten (10) days prior to the public hearing, execute and submit to the department an affidavit of proof of the posting of the public notice sign in accordance with this section. If the applicant fails to submit the affidavit, the public hearing will be postponed until the next public hearing after the affidavit has been supplied.

(10) Deadline for sign removal. All signs shall be removed by the applicant within five (5) days after final disposition of the application. If the applicant fails to remove the sign, the city shall have the right to remove same.

(E) Mail notices.

(1) The mail notice radius in table 610-20 shall be measured from the boundaries of the land that is the subject of the application.

(2) Mail notice shall be sent by U.S. Mail to the following:

- (a) The owner(s) of the subject property(ies), as well as the petitioner(s); and
- (b) The persons shown on the current tax rolls of Broward County to be the respective owners; or
- (c) In the case of a condominium, notice shall be sent to the board of directors of the applicable condominium association as listed as registered with the Florida Department of State Division of Corporations.
- (d) Mail notice shall only be required to owners of land located within the city's boundaries.

(3) The mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross

street(s); and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties.

(4) Mail notice is a courtesy that the city provides to supplement other forms of notice. Therefore, the mailing of such notices shall constitute service. Nonreceipt of mail notice by any property owner within the required mailing radius for any reason does not constitute grounds for re-advertising or conducting additional public hearings, and shall not affect any action or proceeding taken.

(5) When more than one (1) hearing is required or occurs before any given body, mail notice shall be required only for the first such hearing, except that one (1) mailing is required for each city commission public hearing to consider adoption of large-scale land use plan map amendments.

(6) Mail notice shall not be required for any city-initiated amendment to the land use plan map or official zoning map if the community development director determines that more than one (1) percent of the number of properties or households, whichever is less, within the city would be affected by such amendment.

~~Mail notices which must include a right to protest shall advise the addressee of the right to protest the request in writing within fifteen (15) days of mailing as evidenced by the postmark.~~

~~(DE)~~ *Newspaper notices.*

(1) All required newspaper ads shall be placed in one (1) or more newspapers of general paid circulation in Broward County, and of general interest and readership in the community, not one of limited subject matter. Standard newspaper advertisements shall contain all information required by law for such advertisements.

(2) Comprehensive plan (text and land use plan map) amendments; code amendments changing the list of permitted, prohibited and conditional uses of land; and rezonings initiated by the city are specifically regulated by F.S. § 166.041, as may be amended from time to time. Pursuant to said section, such ads shall not be placed within the legal advertisement section of the newspaper, shall be two (2) columns in width by ten (10) inches in length, shall prominently state "NOTICE OF LAND USE CHANGE" or similar in eighteen-point type, and shall include a location map as applicable.

* * *

Section 9. That Article 630, "Special Exception Uses" of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 630. - SPECIAL EXCEPTION USES

* * *

Sec. 630-40. - Special exception use procedures.

(A) Public notice shall be made in accordance with article 610, "Public Hearing Notices".

(B)Special exception uses and their related accessory uses including enlargement or modifications of an existing special exception use shall be decided as follows:

(1)The planning and zoning board shall decide all applications for special exception that:

(a) pertain to, and are processed concurrently with, small-scale site plans; or

(b) are for properties one (1) acre or less in size.

(2)The city commission shall decide all other applications for special exception.

(C)Special exception uses are matters that are quasi-judicial in nature as defined by section 2-1.3, Quasi-judicial proceedings. All matters which are defined as quasi-judicial in nature shall utilize the quasi-judicial hearing procedures set forth in the Code of Ordinances. The petitioner shall bear the burden of providing competent substantial evidence that the special exception use should be granted.

* * *

Section 10. That Article 640, “Plats” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 640. – PLATS

* * *

Sec. 640-30. - Plat drawing and data requirements.

(A)The plat drawing shall be printed on twenty-four-inch × thirty-six-inch paper.

(B)The plat shall be drawn at a standard engineering scale no smaller than one (1) inch = one hundred (100) feet except when a smaller scale is approved by the Broward County Highway Construction and Engineering Division, Plat Section.

(C)The plat shall contain the following:

* * *

(9)A signature block for the ~~planning and zoning board chairperson~~, mayor, and community development department, providing spaces for the date of approval, signature, attestation by the city clerk adjacent to the mayor's signature block, and a space for the city seal to be set upon the plat linen. Language preceding the mayor's signature on the plat drawing shall state that the city agrees not to issue building permits for the construction, expansion, or conversion of a building within the plat until such time as the developer provides the city with written confirmation from Broward County that all applicable impact fees have been paid or are not due.

* * *

Section 11. That Article 725, “Definitions” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 725. - DEFINITIONS

* * *

Sec. 725-30. - Terms defined.

* * *

Convenience store. A retail establishment, generally five thousand (5,000) square feet or smaller, that sells a variety of convenience goods, such as prepackaged snack and food items, tobacco, periodicals, beverages, household goods, automobile accessories, hardware, pharmaceutical items, prepared foods, beer and wine, and other popular, nonspecialty items that consumers generally use or consume frequently, or require on short notice, and which stocks smaller varieties of any type of good than would ordinary general purpose stores or specialty stores such as grocery stores, home supply stores, pharmacies, and hardware stores. May also offer convenience services such as limited banking services. Convenience stores are often associated with another use, such as motor fuel pumps or fast-food restaurants.

* * *

Customer service area. An area in a restaurant devoted to ~~a customer lobby~~, waiting area, food or beverage service or consumption, customer line cueing [queuing], ~~self-help computer terminals or form stations, information kiosk or counter, customer service counter including the support area behind the counter not otherwise classified as office, and or~~ other similar areas devoted to interface between general walk-in customers and employees, terminals, or machines intended to serve the walk-in customers. ~~For food preparation establishments,~~

* * *

Section 12. 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 13. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 14. That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Dania Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 15. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on June 27, 2017.

PASSED AND ADOPTED on second reading on July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY CHANGING THE LIST OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES, BY AMENDING ARTICLE 110, “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS” AND ARTICLE 115, “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE” TO ADDRESS MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Ordinance



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Danny Marks, Chief of Police, Broward Sheriff's Office
Marc LaFerrier, Director of Community Development

VIA: Thomas J. Ansbrosio, City Attorney *670*

FROM: Kathryn Mehaffey, Weiss Serota Helfman Cole & Bierman

SUBJECT: Proposed Separate Ordinances to 1) delete Chapter 19 "Marijuana Businesses" and 2) to revise City land use regulations for Medical Marijuana Retail Centers

REQUEST

In 2014, the Florida Legislature approved Senate Bill 1030 providing for the growing, processing, and distributing of specific forms of low-THC (non-euphoric) Cannabis to qualified patients and their caregivers for the treatment of certain medical conditions. That law was effective on June 16, 2014 and codified at Section 381.986, Florida Statutes and later slightly amended. In November 2016 the Florida voters approved a ballot initiative amending the Florida Constitution to allow for broader sale and use of marijuana for medical purposes within the State of Florida. On June 23, 2017, Governor Scott signed Senate Bill 8A ("SB 8A") aimed at implementing the approved Constitutional amendment to legalize medical marijuana in the state. SB 8A significantly changes the regulatory framework that was previously enacted by the state in 2014.

SB 8A significantly impacts the regulations adopted by the City Commission on October 28, 2014 (Ordinance No. 2014-15 and Ordinance No. 2014-16) which created zoning and business regulations for Medical Marijuana Retail Centers within the City to address the state legislation in effect at that time. In addition to recognizing the seven (7) currently state licensed Medical Marijuana Treatment Centers ("MMTCs"), SB 8A requires the Florida Department of Health to license ten (10) new MMTCs by October 3, 2017, and requires the Department of Health to issue four (4) new MMTCs each time the Medical Marijuana Use Registry increases by 100,000 registered patients. The bill permits each MMTC to operate twenty-five (25) dispensing organizations statewide; the number of dispensing organizations an MMTC may operate will increase by five (5) each time 100,000 patients are added to the Medical Marijuana Use Registry. The cap on twenty-five (25) dispensing organizations statewide is removed after April 1, 2020. If all 17 licenses are issued, this creates an initial pool of up to 425 dispensary facilities looking for land. Under SB 8A, the dispensaries are dispersed across the state based on population. The 5-county Southeast Region includes

approximately 30 percent of the State's population, which could permit an estimated potential of up to 130 dispensing facilities in the Southeast Region (Martin, Palm Beach, Broward, Miami-Dade and Monroe Counties).

One of the most significant changes in the 2017 legislation is that local governments are now specifically permitted to ban medical marijuana dispensaries by ordinance. However, if a ban is not adopted by a local government, it may not place any restrictions on the number of dispensing facilities allowed, and cannot adopt any regulations for the location of dispensing facilities that are more restrictive than its ordinances regulating pharmacies. Regulation of cultivation, processing, manufacturing and delivery are all preempted to the State.

The statute does not automatically impose the regulatory limitations or requirements; thus a local government must proactively ban dispensaries or alternatively, choose to regulate the location of dispensaries similar to pharmacies. While the bill requires that dispensing facilities be located at least 500 feet from an elementary, middle, or secondary school, no other distance limitations are established.

The bill also regulates MMTC advertisement, placing additional restrictions on signage beyond those regulations imposed by local governments. For instance, the statute sets out limitations on both the location and content of MMTC signage which can be seen by the public from a street, park, or other public place.

Attached are two proposed separate ordinances. The first deletes Chapter 19, "Marijuana Businesses," of the City Code of Ordinances in its entirety. These regulations are no longer permitted under the newly adopted state law. Consistent with the direction of the City Commission at its meeting on June 27, 2017, the second ordinance revises the treatment of Medical Marijuana Retail Centers so that they will be treated in the same manner as the City currently treats pharmacies.

The second ordinance also identifies Medical Marijuana Treatment Centers, which includes the growing, processing and manufacturing of medical marijuana, as a prohibited use in all industrial districts. This prohibition is based on federal supremacy, since marijuana, in any form, is still illegal under federal law. The City Commission should evaluate whether it wishes to maintain that prohibition or if the Commission desires to eliminate the prohibition and leave all regulation to the state.

In addition to Commission consideration and discussion of these amendments, direction on the regulation of medical marijuana treatment centers and approval of both of the ordinances on first reading is requested.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item on July 19, 2017 and recommended approval.

STAFF RECOMMENDATION

Approve.

ORDINANCE NO. 2017-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY CHANGING THE LIST OF PERMITTED, PROHIBITED AND SPECIAL EXCEPTION USES, BY AMENDING ARTICLE 110, “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS” AND ARTICLE 115, “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE” TO ADDRESS MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA RETAIL CENTERS AND MEDICAL MARIJUANA TREATMENT CENTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City’s Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach (“City Commission”) finds it periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in order to update regulations and procedures for maintain consistency with state law and to implement municipal goals and objectives; and

WHEREAS, Marijuana (Cannabis) is a Schedule I drug under the federal Controlled Substances Act, 21 U.S.C. §811; and

WHEREAS, according to the Controlled Substances Act, Marijuana has a high potential for abuse and has no currently accepted medical use for treatment in the United States; and

WHEREAS, notwithstanding federal law, the 2014 Florida Legislature approved Senate Bill 1030 providing for the growing, processing, and distributing of specific forms of low-THC (non-euphoric) Cannabis to be supplied to qualified patients and their caregivers for the treatment of listed medical conditions, which became effective on June 16, 2014 as Chapter 2014-157, Laws of Florida, and is codified at Section 381.986, Florida Statutes (“Senate Bill 1030”); and

WHEREAS, on October 28, 2014, the City adopted Ordinance No. 2014-015 and Ordinance No. 2014-016 creating zoning and business regulations for Medical Marijuana Retail Centers within the City; and

WHEREAS, in November 2016 the Florida voters approved a ballot initiative amending the Florida Constitution to allow for broader sale and use of marijuana for medical purposes within the State of Florida; and

WHEREAS, to implement the Constitutional provisions for medical marijuana the state legislature adopted Senate Bill 8A during its 2017 Special Session which provides a framework for local government regulation of the dispensing of medical marijuana, allowing a local government to either ban medical marijuana retail centers or to regulate them similar to pharmacies; and

WHEREAS, Senate Bill 8A was signed by the Governor on June 23, 2017; and

WHEREAS, in Gonzales v. Raich, the U.S. Supreme Court held in 2005 that the Federal Government has the authority under the Commerce Clause to prohibit marijuana for all purposes pursuant to the Controlled Substances Act, and that the Supremacy Clause of the U.S. Constitution “unambiguously provides that if there is any conflict between federal and state law, federal law shall prevail.” Gonzales v. Raich, 545 U.S. 1, 29; and

WHEREAS, the Florida Statutes and the Florida Constitution create conflicts with Federal law; and

WHEREAS, in compliance with Federal law, the City Commission is prohibiting the growing, cultivation, and processing of marijuana until such time that Federal law is amended; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, the Planning and Zoning Board, sitting as the City’s Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City’s Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City’s Comprehensive Plan;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA¹:

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 110. – “Use Regulations for Commercial and Mixed-Use Districts” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 110. - USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS

* * *

Sec. 110-20. - List of permitted, special exception and prohibited uses.

* * *

	INDUSTRIAL	MIXED-USE DISTRICTS					COMMERCIAL ZONING DISTRICTS				
			CRA FORM-BASED DISTRICTS								
<											

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

USES											
Office, medical [section 110-40 and section 110-190(c) govern pain management clinics]	NP	NP	P	P	P	P	P	NP	P	P	P
Retail stores [subject to section 110-190(C)]	NP	NP	P	P	P	P	P	NP	P	P	P
<u>Medical Marijuana Retail Center [subject to section 110-190(C)]</u>	<u>NP</u>	<u>NP</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>NP</u>	<u>P</u>	<u>P</u>	<u>P</u>
* * *											

* * *

Sec. 110-190. - Uses subject to minimum separation distances.

* * *

(C) The following distancing requirements shall apply to pain management clinics and retail pharmacies, as these uses are defined in section 725-30 of the code.

- (1) No retail pharmacy or Medical Marijuana Retail Center shall be permitted to locate within the same shopping center or within a one-thousand-foot radius of any pain management clinic.
- (2) No pain management clinic shall be permitted to locate within the same shopping center or within a one-thousand-foot radius of any retail pharmacy or Medical Marijuana Retail Center.
- (3) No retail pharmacy or Medical Marijuana Retail Center shall be permitted to locate within a one-thousand-foot radius of another retail pharmacy or Medical Marijuana Retail Center.
- (4) No pain management clinic shall be permitted to locate within a one-thousand-foot radius of another pain management clinic.

Pain management clinics and retail pharmacies existing on the date of adoption of this subsection that do not comply with these distance separation requirements are not deemed to be nonconforming uses.

* * *

Section 3. That Article 115. – “Industrial Districts: Permitted, Prohibited, Special Exception Uses, and Conditions of Use” of the City of Dania Beach Land Development Code is amended to read as follows:

ARTICLE 115. - INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE

* * *

Sec. 115-40. - Schedule of permitted uses.

<u>Legend</u>								
P	-	Permitted						
A	-	Permitted accessory use only						
#, #	-	(Ex: 1, 2) Permitted subject to the conditions of use numbered 1 and 2 found in section 115-50						
SE	-	Permitted special exception use only, pursuant to article 630						
SE(#, #)	-	(Ex: 1, 2) Permitted as a special exception only, and subject to conditions of use numbers 1 and 2 found in section 115-50.						
NP	-	not permitted						
USES	IROM	IROM-AA	IROC	IRO	IG	IR	PEDD	MA-1
GENERAL BUSINESS USES								
* * *								
<u>Medical Marijuana Retail Center</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>15</u>	<u>NP</u>	<u>NP</u>	<u>A 6</u>	<u>6</u>
* * *								
Pharmacy, nonretail (includes compounding)	NP	NP	NP	NP	NP	NP	NP	NP

Pharmacy or drug store	6	6	6	15	NP	NP	A 6	6
COMMERCIAL USES								
* * *								
Medical marijuana retail center (subject to 115-70)	NP	SE	NP	NP	NP	NP	NP	NP
* * *								
MISCELLANEOUS								
* * *								
Medical marijuana treatment center	NP	NP	NP	NP	NP	NP	NP	NP
* * *								

* * *

Sec. 115-50. - Conditions of use.

* * *

- 6 *Conditions of use:* subject to the provisions of the Future Land Use Element of the Comprehensive Plan pertaining to commercial uses in the Industrial and Employment Center future land use categories.

* * *

- 15 *Conditions of use:* permitted accessory to an office building only.

Applies to the following uses and districts:

Retail uses not itemized: IRO

Pharmacy or drug store: IRO

Personal service establishments: IRO

* * *

~~Sec. 115-70. - Medical marijuana retail centers.~~

(A) ~~It is the intent and purpose of this section to regulate the location, separation and application for medical marijuana retail center uses. Such uses may be operated, subject to special exception approval, in the Industrial Research Office Marine Airport Approach, IROM-AA, zoning district subject to all of the following requirements in addition to the special exception requirements and review standards identified in Article 630 of the City of Dania Beach Land Development Code:~~

~~(1) *Application.* In addition to the standard development approval application requirements and meeting all the requirements for a special exception use under Article 630 of the City of Dania Beach Land Development Code, an application for special exception approval for a medical marijuana retail center shall:~~

- ~~(a) Be a joint application by the property owner and the tenant, if the medical marijuana retail center and the property are not owned by the same person or entity;~~
- ~~(b) Be accompanied by a lease identifying the specific use, if the medical marijuana retail center and the property are not owned by the same person or entity; and~~
- ~~(c) Include a survey sealed by a professional surveyor and mapper who is licensed by the State of Florida. The survey shall indicate the distance between the proposed medical marijuana retail center and any other medical marijuana retail center, residential use, residentially zoned district, state and federal roadway facilities, doctor's office, medical facility, house of worship, school, county or municipal park as identified in section 115-70(2); and~~
- ~~(d) In addition to the notice required by section 610-20 of this Code, no later than ten (10) days prior to each and every public hearing, provide proof of notice of the public hearing to all tenants and property owners within three hundred (300) feet of the property on which the medical marijuana retail center is proposed.~~

~~(2) *Location requirements.* A medical marijuana retail center shall not be established:~~

- ~~(a) Within one thousand (1,000) feet of another medical marijuana retail center;~~
- ~~(b) Within one thousand five hundred (1,500) feet of any existing residential use, regardless of zoning or municipal jurisdiction;~~
- ~~(c) Within one thousand five hundred (1,500) feet of any residential zoning district, regardless of municipal jurisdiction;~~
- ~~(d) Within one thousand five hundred (1,500) feet of an elementary, middle or secondary school, child day care facility, county or municipal park, or place of worship;~~
- ~~(e) Within one thousand (1,000) feet of a doctor's office or medical facility;~~
- ~~(f) Within one thousand five hundred (1,500) feet of a state or federal roadway facility;~~
- ~~(g) Where a medical marijuana retail center is located in conformity with the provisions of this chapter, the subsequent locating of one of the uses listed in subsections (b) through (e) above within the relative prohibited distance of an existing medical marijuana retail center shall not cause a violation of this section. Whenever a special exception approval for a medical marijuana retail center has been lawfully procured and thereafter a residential use, doctor's office, medical facility, elementary, middle or secondary school, child day care facility, county or municipal park, or place of~~

~~worship be established within a distance otherwise prohibited by law, the establishment of the such use shall not be cause for the revocation of the special exception approval or related medical marijuana permit or prevent the subsequent renewal of same; and~~

~~(h) Distances shall be measured using an airline measurement from the property line of the property on which the medical marijuana retail center structure is located to the nearest property line of the use identified in subsection (2)(a) through (2)(f) that existed before the date the medical marijuana retail center submitted its initial application for approval.~~

~~(i) Variances to the location standards of this section shall not be permitted.~~

~~(3) Minimum lot size: one-half (1/2) acre.~~

~~(4) *Building requirements.* A medical marijuana retail center shall be located in a freestanding structure with a minimum gross floor area of three thousand (3,000) square feet and a maximum gross floor area of five thousand (5,000) square feet.~~

~~(5) *Other uses.* The medical marijuana retail center shall be the only use permitted on the property.~~

~~(6) *Loitering.*~~

~~(a) A medical marijuana retail centers shall provide adequate indoor seating for its customers, clients, patients and business invitees.~~

~~(b) Customers, clients, patients or business invitees shall not be directed, encouraged or allowed to stand, sit (including in a parked car for any period of time longer than reasonably required for a person's passenger to conduct their official business and depart), or gather or loiter outside of the building where the center is operating, including in any parking areas, sidewalks, rights-of-way, or neighboring properties.~~

~~(c) Pedestrian queuing or loitering at any time, including prior to business hours, outside of the center's building is prohibited.~~

~~(7) *Queuing of vehicles.* The medical marijuana retail center shall ensure that there is no queuing of vehicles in the adjacent rights-of-way, the drive aisles of the center's parking lot, or on any adjacent properties. The medical marijuana retail center shall take all necessary and immediate steps to ensure compliance with this paragraph.~~

~~(8) *No drive-through service.* No medical marijuana retail center shall have a drive-through service aisle. All dispensing and sales of products shall occur inside the building.~~

~~(9) *Prohibited activities.* A medical marijuana retail center shall not engage in any activity other than those activities specifically defined herein as an authorized part of the use. The preparation, wholesale storage, cultivation, or processing of any form of marijuana or marijuana product and on-site consumption of any marijuana or marijuana product is specifically prohibited. On-site storage of any form of marijuana or marijuana product is prohibited, except to the extent reasonably necessary for the conduct of the on-site retail business.~~

~~(10) *Special exception duration.* A special exception approval for a medical marijuana retail center shall be valid for two (2) years, subject to compliance with the conditions of~~

~~approval and all state laws, licensing and operational requirements. A new special exception approval must be obtained prior to expiration of the active approval to ensure continued operation.~~

~~(11) *Revocation of special exception approval.* Any special exception approval granted under this section shall be immediately terminated if any one or more of the following occur:~~

- ~~(a) The applicant provides false or misleading information to the city;~~
- ~~(b) Anyone on the premises knowingly dispenses, delivers, or otherwise transfers any marijuana or marijuana product to an individual or entity not authorized by state law to receive such substance or product;~~
- ~~(c) An applicant, owner or manager is convicted of a felony offense;~~
- ~~(d) Any applicant, owner, manager or employee is convicted of any drug-related crime under Florida Statutes;~~
- ~~(e) The applicant fails to correct any City Code violation or to otherwise provide an action plan to remedy the violation acceptable to the city manager within twenty (20) days of citation;~~
- ~~(f) The applicant fails to correct any state law violation or address any warning in accordance with any corrective action plan required by the state within the timeframes and completion date the applicant provided to the city;~~
- ~~(g) The applicant's state license or approval authorizing the dispensing of medical marijuana expires or is revoked; or~~
- ~~(h) The applicant fails to maintain a medical marijuana permit as required by chapter 19 of the City Code.~~

~~(12) Transfer of medical marijuana special exception approval prohibited.~~

- ~~(a) A special exception approval for a medical marijuana retail center shall not be transferred to a new owner, or possession, control, or operation of the establishment surrendered to such other person.~~
- ~~(b) A special exception approval is particular only to the approved location and shall not be transferred to another location.~~
- ~~(c) An attempt to transfer a special exception approval either directly or indirectly in violation of this section is hereby declared void, and in that event the special exception approval shall be deemed abandoned, and the related medical marijuana permit shall be forfeited.~~

* * *

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 6. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on July 25, 2017.

PASSED AND ADOPTED on second reading on _____, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 8, ENTITLED “BUILDINGS” OF THE CITY CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, TO REQUIRE CERTAIN FENCE COVERINGS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Application, Ordinance



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, Planning and Zoning Manager, AICP, LEED G.A. *[Signature: C. Lajoie]*

SUBJECT: **TX-68-17:** The applicant, City of Dania Beach, is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (FIRST READING).

**REQUEST
TEXT AMENDMENT**

1. To require construction banner sign for commercial development.

The proposed text amendment is to the City's Code of Ordinances. At this time staff is taking the opportunity to incorporate new regulations into the City's Code of Ordinances. Because the amendment is being made to the Code of Ordinances only, and not the Land Development Code, the Planning and Zoning Board was not presented with the proposed amendment.

The following amendments to the City's Code of Ordinances is proposed:

1. **CONSTRUCTION BANNER SIGN**

This amendment will add language regarding construction banner signs, requiring them to be installed when a building permit is issued for commercial development. The banners are to be removed when the construction is complete.

This application required two (2) public hearings by the City Commission.

STAFF RECOMMENDATION

Recommend approval to the City Commission.



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: _____

Petition No.: _____

☒ 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 NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Blvd.

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: LDC Amendments

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

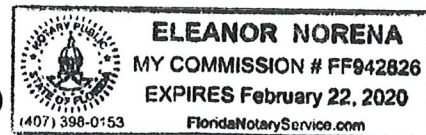
BEFORE ME THIS 8 DAY OF June, 2017

By:

Marc LaFerner
(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.***

ORDINANCE NO. 2017-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 8, ENTITLED "BUILDINGS" OF THE CITY CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, TO REQUIRE CERTAIN FENCE COVERINGS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Building Code often requires construction fencing to secure commercial construction sites; and

WHEREAS, the City Commission finds that the use of open chain link fencing surrounding active and often cluttered construction sites creates visual distraction; and

WHEREAS, the City Commission finds that open chain link fencing along public rights-of-way allows open viewing for the evaluation of resources on the site creating security issues; and

WHEREAS, the City Commission finds that the visual distraction of open commercial construction sites to drivers can create increased risks on adjacent roadways; and

WHEREAS, the City Commission finds that there is a significant benefit in directing construction traffic into construction sites off adjacent roadways in a quick and efficient manner; and

WHEREAS, the City Commission finds that creating a focal point at construction site entry points along public rights-of-way makes it easier for construction traffic to locate the entry point and quickly and more efficiently transition out of mainstream traffic; and

WHEREAS, the City Commission finds that for security purposes and the ease of identification of pertinent information by contractors, inspectors and the public alike, providing necessary contact information in a single uniform place is beneficial for all parties and the general public; and

WHEREAS, the screening of commercial construction sites adjacent to public rights-of-way with visually attractive, but opaque screening enhances the security of the site and dramatically improves neighborhood aesthetics; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers is in the best interests of the residents of the City.

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 incorporated as the legislative intent of this Ordinance.

Section 2. That Chapter 8, entitled “Buildings” of the City’s Code of Ordinances is amended by creating a new Section 8-7, to read as follows:

Chapter 8 - BUILDINGS

ARTICLE I. - IN GENERAL

* * *

Sec. 8-7. – Fencing requirements for commercial properties under construction.

Where commercial properties under construction are required to provide security fencing pursuant to the City Code or the Florida Building Code, the following requirements shall be met, in addition to all requirements of the Florida Building Code:

- (1) All construction site fencing shall be maintained in a satisfactory manner by the permittee or landowner during the entire period of the construction to ensure adequate performance, to prevent nuisance conditions, and to maintain the public health, safety and welfare; and
- (2) Gates shall be secured and locked with a lock substantial enough to ensure closure and security when workers are not on the job site; and
- (3) When the construction site has required construction fencing which is adjacent to public right-of-way, the fence adjacent to said right-of-way shall have a visual/dust barrier of canvas or mesh fence covering. Such screening shall include:
 - a. Project renderings which may cover up to the entire length of the fence along the right-of-way, except as provided below, but shall not extend above the required fence;
 - b. The canvas or mesh fence panel covering shall provide identification of the name and intended use of the project, names of the project team member companies such as the architect, planner or Manager, lending institution,

and owner or agent, the telephone number for the owner or agent, and the name and emergency contact phone number of the general contractor;

- c. No part of the fence covering may contain advertising or sales information;
- d. Screening graphics shall be approved at the same time as the building permit and shall meet the requirements of this subsection;
- e. All screening shall be maintained in good condition and taut throughout the allotted permit time. The screening must be kept secure from any wind action, free of rips and tears.

(4) All wind screening and fence covering materials shall be removed upon the issuance of a hurricane warning applicable to the City. Screening materials shall be reinstalled not more than ten (10) days after the hurricane threat has ended.

(5) The fence and required coverings shall be installed no later than at the time of issuance of a building permit and shall be removed when a certificate of occupancy is received.

* * *

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 or all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading on July 25, 2017.

PASSED AND ADOPTED on second reading on _____, 2017

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “ARG PLAT” (PL-63-17) SUBMITTED BY PULICE LAND SURVEYORS, INC., ON BEHALF OF ARG OFFICE, LLC, FOR PROPERTY LOCATED AT 4025 RAVENSWOOD ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Resolution, Plat (PL-63-17), Application and Supporting Documents



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Anne-Christine Carrie, Planner
Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CLajoie*

SUBJECT: **PL-63-17:** The applicant, Pulice Land Surveyors, Inc., is requesting plat approval for the property located at 4025 Ravenswood Road

**REQUEST
PLAT**

To establish a perimeter plat with 5,000 square feet of office use and a right-of-way dedication:

PROPERTY INFORMATION

EXISTING ZONING:	General Commercial (C-4)
LAND USE DESIGNATION:	Industrial

VIOLATIONS

There are no open violations on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is less than an acre (0.3) in size and currently vacant. The parcel is west of Ravenswood Road, between SW 39 Street and SW 42 Street. The property is surrounded by commercial and industrial uses.

PLAT

The proposed plat is restricted to 5,000 square feet of office use. By this plat, the applicant dedicates five (5) feet of right of way toward the expansion of Ravenswood Road. This land is being platted in preparation for a new business office.

DEVELOPMENT REVIEW COMMITTEE

The plat was reviewed by the Development Review Committee, which includes representatives from the BSO Fire, Public Services, the City's landscape consultant and the Planning Division. The applicant has outstanding staff comments which must be addressed prior to issuance of a building permit. The outstanding comments are listed below:

1. Provide a recorded plat document prior to issuance of a building permit.
(PLANNING)
2. Per Sec. 640-20 (B), submit proof of plat submittal to the Broward County Development Management Division for concurrent processing. (PLANNING)
3. Per Sec. 640-30 (16), revise Surveyor's Certificate to state conformity with applicable Sections of Chapter 21 HH-6, Florida Administrative Code.
(PLANNING)

At this time, the applicant has submitted a site plan application for the subject property which, as a small-scale site plan, shall be heard by the Planning and Zoning Board on July 19, 2017.

RECOMMENDATION

Approve the resolution with the outstanding DRC comments as conditions of approval which must be addressed prior to issuance of a building permit.

RESOLUTION NO. 2017-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “ARG PLAT” (PL-63-17) SUBMITTED BY PULICE LAND SURVEYORS, INC., ON BEHALF OF ARG OFFICE, LLC, FOR PROPERTY LOCATED AT 4025 RAVENSWOOD ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; 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”), pursuant to Part 6, “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, Pulice Land Surveyors, Inc., on behalf of ARG OFFICE, LLC (the “Applicant”), is requesting plat approval (PL-63-17), for property legally described in attached Exhibit “A”, which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the “ARG PLAT” (PL-63-17), is restricted to 5,000 square feet of office use; and

WHEREAS, on June 29, 2017, 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 non-residential project; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 640 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed plat will protect the public health, safety and welfare of residents of the City, and furthers the purposes, goals, objectives and policies of the City’s 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 application for the “ARG PLAT” (PL-63-17), a copy of which is attached as composite Exhibit “B”, which is made a part of and incorporated into this Resolution by this reference, is approved with the following conditions:

1. Provide a recorded plat document prior to issuance of a building permit. (PLANNING)
2. Per Sec. 640-20 (B), submit proof of plat submittal to the Broward County Development Management Division for concurrent processing. (PLANNING)
3. Per Sec. 640-20 (B), submit proof of plat submittal to the Broward County Development Management Division for concurrent processing. (PLANNING)

Section 3. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 4. That such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

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 July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT “A”

Legal Description

A PORTION OF TRACT 2, BLOCK 1, OF SECTION 29, "SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 62.75 FEET OF THE SOUTH 175.00 FEET OF TRACT 2, OF BLOCK 1, OF SECTION 29, LYING EAST OF A LINE 254.28 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 29, EXCEPT THAT PORTION THEREOF LYING WITHIN 35.00 FEET OF THE EAST LINE OF SECTION 29, ACCORDING TO THE PLAT OF "SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS NOW LYING, BEING AND SITUATE IN BROWARD COUNTY, FLORIDA.

EXHIBIT “B”

ARG Plat

"ARG"

A REPLAT OF A PORTION OF TRACT 2, BLOCK 1, OF SECTION 29, "SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
FAX NO. 954-572-1778
954-572-1777
JUNE, 2017

LEGAL DESCRIPTION:

A PORTION OF TRACT 2, BLOCK 1, OF SECTION 29, "SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 62.75 FEET OF THE SOUTH 175.00 FEET OF TRACT 2, OF BLOCK 1, OF SECTION 29, LYING EAST OF A LINE 254.28 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 29, EXCEPT THAT PORTION THEREOF LYING WITHIN 35.00 FEET OF THE EAST LINE OF SECTION 29, ACCORDING TO THE PLAT OF "SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST", AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 16,760 SQUARE FEET (0.3159 ACRES).

DEDICATION:

STATE OF FLORIDA
COUNTY OF BROWARD S.S.

KNOW ALL MEN BY THESE PRESENTS: THAT ARG OFFICE LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "ARG", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY DEDICATION SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF: THAT SAID ARG OFFICE LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____ ITS _____, AND ITS COMPANY SEAL (IF ANY) TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____, A.D. 2017.

WITNESSES: ARG OFFICE LLC,
A FLORIDA LIMITED LIABILITY COMPANY
WITNESS: _____
PRINT NAME: _____ BY: _____
WITNESS: _____ PRINT NAME: _____
PRINT NAME: _____ TITLE: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF BROWARD S.S.

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, _____ OF ARG OFFICE LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2017.

MY COMMISSION NUMBER: _____ NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: _____ PRINT NAME: _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES AND WITH THE APPLICABLE SECTION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177. THE BENCHMARKS SHOWN HEREON ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM AND CONFORM TO STANDARDS FOR THIRD ORDER WORK

BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

DATE

ARG OFFICE LLC,
A FLORIDA LIMITED
LIABILITY COMPANY

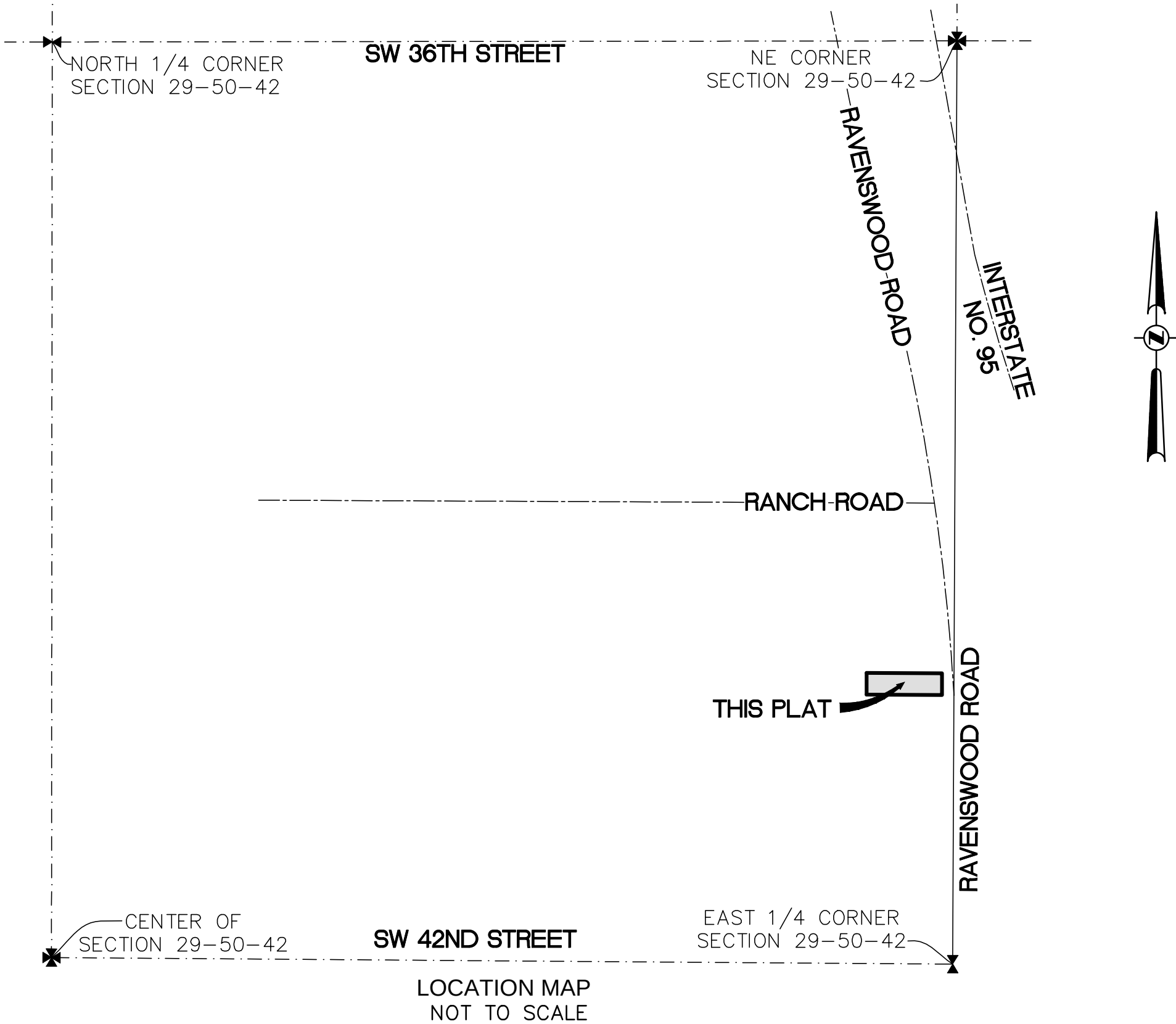
PLATTING SURVEYOR

CITY CLERK

CITY ENGINEER

COUNTY SURVEYOR

COUNTY ENGINEER



PLAT BOOK PAGE
SHEET 1 OF 2 SHEETS

CITY OF DANIA BEACH, CITY COMMISSION:

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE CONCURRENCY/IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

THIS IS TO CERTIFY, THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY OF DANIA BEACH, FLORIDA, BY RESOLUTION NO. _____ ADOPTED THIS _____ DAY OF _____, A.D. 201_.

ATTEST: _____ CITY CLERK
APPROVED: _____ MAYOR

COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 201_.

BY: _____
NAME: _____
DIRECTOR / DESIGNEE

CITY ENGINEER:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, A.D. 201_.

BY: _____
NAME: _____
FLORIDA P.E. REGISTRATION NO: _____

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH
MANAGEMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 201_.

BY: _____
DIRECTOR / DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 201_.

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 _____, A.D. 201_.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 201_.

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 _____, A.D. 201_.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

COUNTY RECORDS DIVISION - MINUTES SECTION:

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES
DEPARTMENT:

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 _____, A.D. 201_.

BY: _____
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING
DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART I, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DATE: _____
ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

BY: _____ DATE: _____
RICHARD TORNESE
DIRECTOR
FLORIDA PROFESSIONAL
ENGINEER REGISTRATION NO. 40263

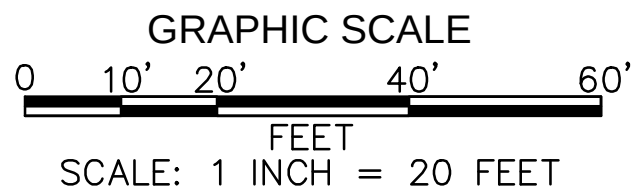
PLAT FILE NO. XXX-MP-17

"ARG"

A REPLAT OF A PORTION OF TRACT 2, BLOCK 1, OF SECTION 29, "SECTIONS 28, 29, 31 AND 32,
TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
FAX NO. 954-572-1778
954-572-1777
JUNE, 2017



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S NOTES:

- 1) THIS PLAT IS RESTRICTED TO 5,000 SQUARE FEET OF OFFICE USE.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

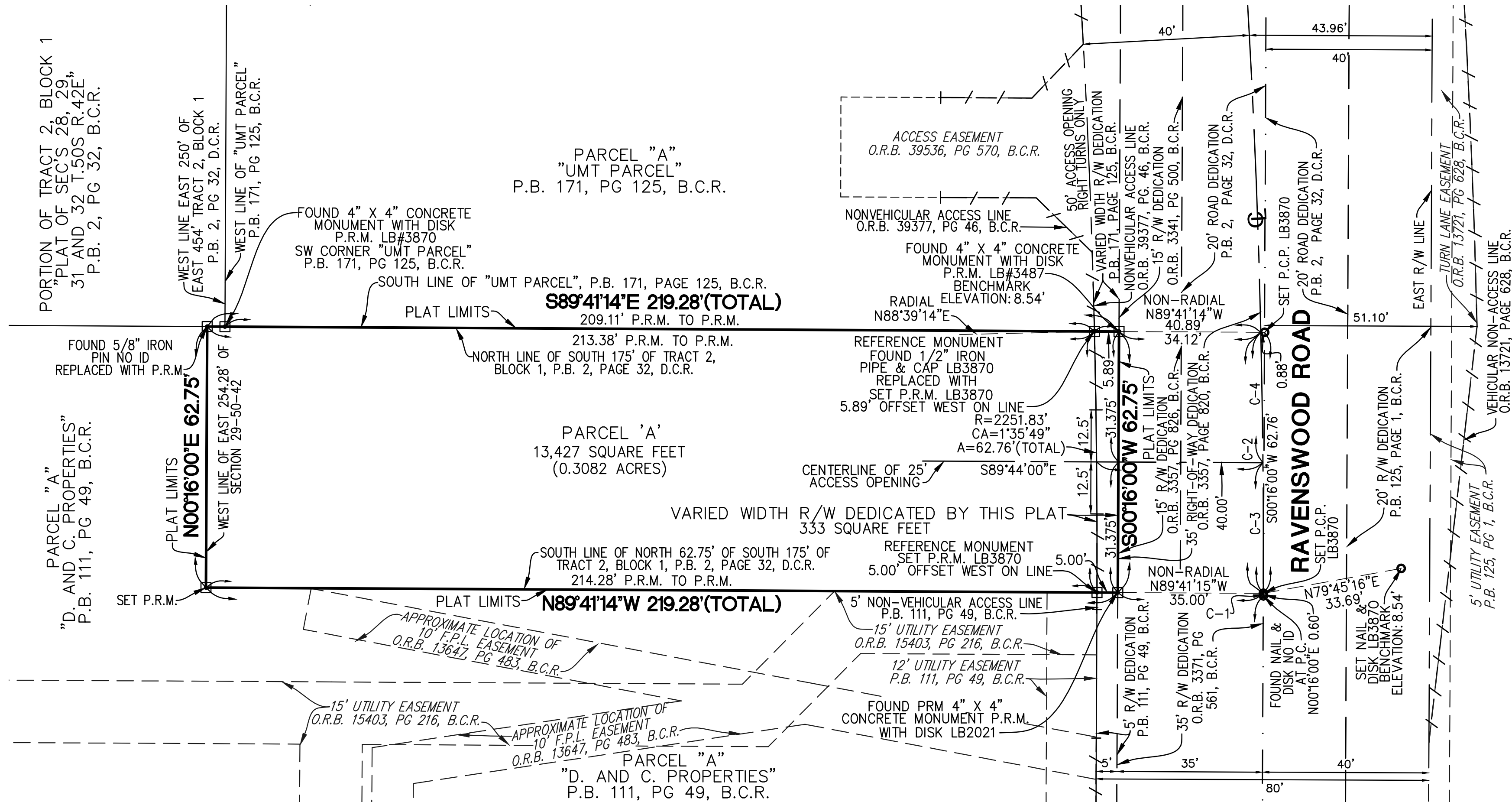
ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV, D.1.f., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

- 2A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY _____, 20____, THEN THE COUNTY'S FINDINGS OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME: AND/OR
- B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY _____, 20____, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.

- 3) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN OF S00°16'00"W ON THE EAST LINE OF THE NE 1/4 OF SECTION 29-50-42 AS SHOWN ON THE PLAT OF "UMT PARCEL", PLAT BOOK 175, PAGE 125, B.C.R.

- 4) 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.

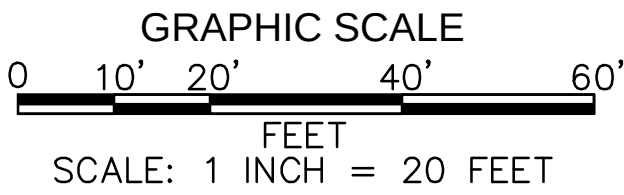
- 5) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #3784; ELEVATION: 4.272'. AN "X" CUT IN MANHOLE RIM ON CENTERLINE OF SW 27TH TERRACE AND SW 45TH STREET.



PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
FAX NO. 954-572-1778
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JUNE, 2017

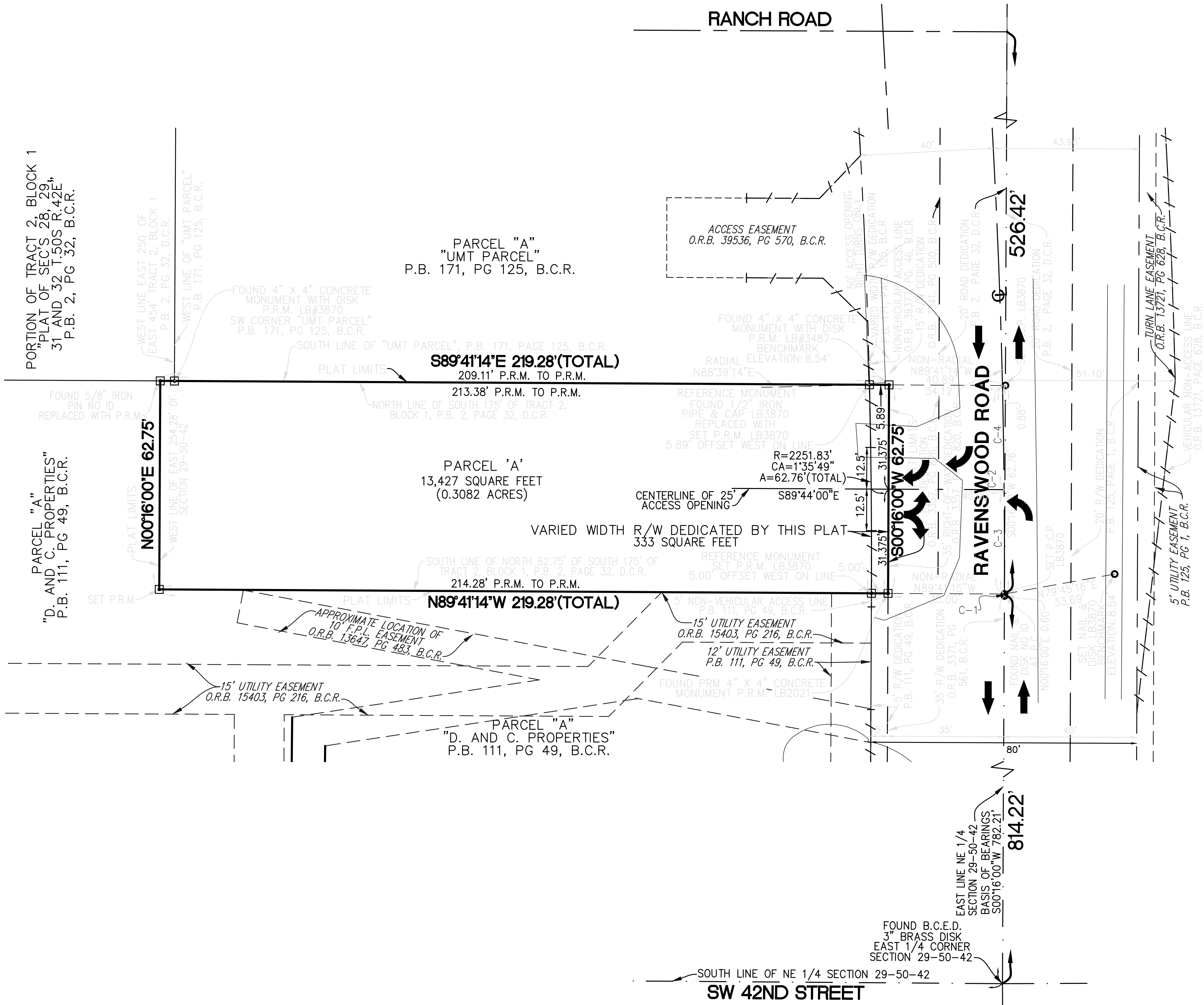
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TOWNSHIP 50 SOUTH, RANGE 42 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

CONCEPTUAL ACCESS PLAN



- SURVEYOR'S NOTES:
- THIS PLAT IS RESTRICTED TO 5,000 SQUARE FEET OF OFFICE USE.
 - BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN OF S00°16'00"W ON THE EAST LINE NE 1/4 SECTION 29-50-42 AS SHOWN ON THE PLAT OF "UMT PARCEL", PLAT BOOK 175, PAGE 125, B.C.R.
 - ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #3784; ELEVATION: 4.272'. AN "X" CUT IN MANHOLE RIM ON CENTERLINE OF SW 27TH TERRACE AND SW 45TH STREET.

- LEGEND:
- P.R.M. □ DENOTES: PERMANENT REFERENCE MONUMENTS
(SET 4"x4"x24" CONCRETE MONUMENT WITH 1.3" BRASS DISC STAMPED "P.R.M. LB3870" UNLESS OTHERWISE NOTED)
- P.C.P. ● DENOTES: PERMANENT CONTROL POINT
- LB DENOTES: LICENSED BUSINESS
- B.C.R. DENOTES: BROWARD COUNTY RECORDS
- B.C.E.D. DENOTES: BROWARD CONSTRUCTION AND ENGINEERING DIVISION
- O.R.B. DENOTES: OFFICIAL RECORD BOOK
- D.C.R. DENOTES: DADE COUNTY RECORDS
- ✕ DENOTES: SECTION CORNER
- ⬠ DENOTES: QUARTER SECTION CORNER
- ⊙ DENOTES: CENTERLINE
- P.B. DENOTES: PLAT BOOK
- PG DENOTES: PAGE
- R/W DENOTES: RIGHT-OF-WAY
- F.P.L. DENOTES: FLORIDA POWER & LIGHT COMPANY
- P.C. DENOTES: POINT OF CURVATURE
- C-X DENOTES: CURVE IDENTIFIER
- R DENOTES: RADIUS
- CA DENOTES: CENTRAL ANGLE
- A DENOTES: ARC LENGTH
- CB DENOTES: CHORD BEARING
- CD DENOTES: CHORD DISTANCE
- / — / — DENOTES: NON-VEHICULAR ACCESS LINE



CENTERLINE CURVE TABLE			
C-1	R=2291.82'	CA=0°00'54"	A=0.60'
	CB=N00°15'33"E	CD=0.60'	
C-2	R=2291.83'	CA=1°34'08"	A=62.76'
	CB=N00°31'58"W	CD=62.76'	
C-3	R=2291.83'	CA=0°47'07"	A=31.41'
	CB=N00°08'27"W	CD=31.41'	
C-4	R=2291.83'	CA=0°47'01"	A=31.35'
	CB=N00°55'31"W	CD=31.35'	

W/C TRI-COUNTY for:
Patrick G. Kelley, P.A.
1401 E. Broward Blvd., #206
Ft. Lauderdale, FL 33301
4609 002

Prepared by and return to:

Leslie & Ofstein Law Group, PLLC
7401 Wiles Road
Suite 105
Coral Springs, FL 33067
Tel.: (954) 840-0488
Our File Number: 5042 29 01 0040
Tax ID No.

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Warranty Deed

THIS WARRANTY DEED, made this 21st day of April, 2015, between 4025 Ravenswood Road, Inc., a Florida Corporation, whose mailing address is 4640 SW 34th Dr., Fort Lauderdale, Florida 33312, (hereinafter the "Grantor"), and ARG OFFICE, LLC, a Florida Limited Liability Company, whose mailing address is 3495 SW 9th Avenue, Fort Lauderdale, FL 33312 (hereinafter the "Grantee"),

(Wherever used herein, the terms Grantor or Grantee shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders)

WITNESSETH, that said Grantor, for and in consideration of the sum of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, does hereby grant, bargain, sell and convey to Grantee, Grantee's heirs, successors, and assigns forever, the following described real property (hereinafter the "Property"), situate, lying and being in Broward County, Florida:

SEE EXHIBIT "A"

Subject to restrictions, reservations, limitations, and easements of record, if any, and taxes for 2015 and subsequent years.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead, nor is it the homestead of Grantor's spouse or minor children of Grantor, within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead thereof.

TOGETHER, with all the tenements, hereditaments, and appurtenances belonging thereto or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the

FILE COPY

Grantor hereby fully warrants the title to said land and will defend same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

NAME

Deborah Higgins

Witness name: Deborah Higgins 4025 Ravenswood Road, Inc., By David Torres,
its President

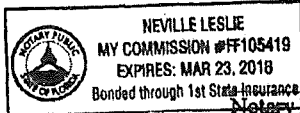
Loni Leslie

Witness name: LONI LESLIE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of April, 2015 before me, by David Torres, who [☒] is personally known or [] has produced _____ as identification.

[Notary Seal]



Neville Leslie

Printed Name:

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

The North 62.75 feet of the South 175.00 feet of Tract 2, of Block 1, of Section 29, lying East of a line 254.28 feet West of and parallel with the East line of said Section 29, except that portion thereof lying within 35.00 feet of the East line of Section 29, according to the Plat of Sections 28, 29, 31 and 32, Township 50 South, Range 42, East, as recorded in Plat Book 2, Page 32, of the Public Records of Miami-Dade County, Florida. Said lands now lying, being and situate in Broward County, Florida.



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
ROUTING SHEET**

Routing Date: June 1, 2017

PZ Log No: PL-063-17

Project: ARG OFFICE 1st Review

Comments Due: June 22, 2017

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☐ Complies with code as submitted.
- ☐ Comments to be addressed & plans resubmitted prior to public hearing.
- ☐ Denied.

Department

Date



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COST RECOVERY**

Project: ARG OFFICE 1st Review

Plan Reviewer: FLOOD

PZ Log No: PL-063-17

Please log your time spent on reviewing the plans.

Time spent: n/A

Overtime: _____

Rate per hour: _____

* Cost recovery – no charge on single family home plans, permits and variances.

Landscape Plan Review: ARG Office

PZ Log Number: PL-063-17 _____ Review Number: 1 _____

Reviewer: Daniel Parobok _____ Date: June 19, 2017



The following comments are based on a review of the plans dated 3/2017 for compliance with the City of Dania Beach Code of Ordinances:

1. No landscape comments regarding this submittal. Technical landscape plan comments for this site are provided under SP-013-13.

Informational notes:

- i. **Please provide a point-by-point response to each of the above comments.**
- ii. Feel free to contact Daniel Parobok at (305) 235-5098 daniel.parobok@metriceng.com for an interim review prior to your next official submittal, to expedite your landscape plan approval process.
- iii. A PDF copy must be submitted via CD or email in order to receive final acceptance.

END OF COMMENTS



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
ROUTING SHEET

Routing Date: June 1, 2017

PZ Log No: PL-063-17

Project: ARG OFFICE 1st Review

Comments Due: June 22, 2017

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☒ Complies with code as submitted.
☐ Comments to be addressed & plans resubmitted prior to public hearing.
☐ Denied.

Fire - R. Cosme
Department

6/8/17
Date



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COST RECOVERY

Project: ARG OFFICE 1st Review

Plan Reviewer: FIRE

PZ Log No: PL-063-17

Please log your time spent on reviewing the plans.

Time spent: .5

Rate per hour:

Overtime:

* Cost recovery – no charge on single family home plans, permits and variances.



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

June 22, 2017

Engineering Comments

PL-063-17 ARG Office

Pulice Land Surveyors, Inc.

1. No comments on proposed plat.
2. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

For ease of review, please reply to each line comment and reference drawings or backup documents provided.

Plans were reviewed in terms of scope and not in detail. Any signoff and/or approval from City staff shall not prevent the City from requiring correction of errors in the plans where such errors are subsequently found in violation of any law, ordinance, health, safety and welfare of the public, or other design issues. Responsibility for any submitted plans is under the "responsible charge" of the Engineer of Record (FAC 61G15-30).



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

SUNRISE, FL 33351

TELEPHONE (954) 572-1777 FACSIMILE (954) 572-1778

e-mail: surveys@pulicelandsurveyors.com



June 29, 2017

Ms. Corinne Lajoie, AICP
Principal City Planner
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

**RE: "ARG" PLAT – 4025 RAVENSWOOD ROAD
APPLICATION No. PL-63-17 (SITE PLAN No. SP-013-13)**

Dear Ms. Lajoie,

Enclosed please find one 24"x36" and one 11"x17" copies of the "ARG" Plat, which as discussed in today's DRC meeting, we are hereby submitting for approval on the on the July 25th City Commission meeting. We have already provided Staff with a CD containing all relevant information related to this application.

For your records, below please find comments from all DRC departments, followed by our responses **in bold**, for your convenience.

Flood:

1. N/A

RESPONSE: Thank you.

Landscape:

1. No landscape comments regarding this submittal. Technical landscape plan comments for this site are provided under SP-013-13.

RESPONSE: Thank you.

Fire:

1. Complies with Code as submitted.

RESPONSE: Thank you.

Engineering:

1. No comments on proposed plat.

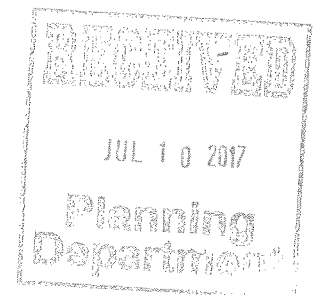
RESPONSE: Thank you.

Planning & Zoning:

1. Per Sec. 640-20 (A), submit proof of plat submittal to Broward County.

RESPONSE: Agreed on DRC meeting that this will be a condition of approval.

We will provide a receipt as soon as available.



Ms. Corinne Lajoie, AICP
June 29, 2017
Page 2

2. Per Sec. 640-20 (D), a survey showing dedicated ROW to the east is to be provided prior to public hearing.

RESPONSE: Included in this package we are providing a revised Survey showing the proposed right-of-way.

3. Per Sec. 640-20 (G), indicate on plat document the location of off-site water and sewer lines, proposed connection location, and route the lines will take.

RESPONSE: The information stated above is not an element that would be contained in a Plat; we are therefore including in this package a copy of the project's Site Plan in lieu of this requirement and for your records.

4. Per Sec. 640-20 (J) provide record of any existing or proposed deed restrictions for the property.

RESPONSE: There are none.

5. Per Sec. 640-30 (8), indicate new property line resulting from dedication.

RESPONSE: The Plat drawing (Sheet 2) shows a 333 square-foot strip adjacent to Ravenswood Road that is labeled as dedicated right-of-way. After the plat is officially recorded, the western line of said right-of-way line will be considered property line. The Plat line, however, remains as depicted.

6. Per Sec. 640-30 (13), provide mortgagee approval and acknowledgment language on plat document.

RESPONSE: There is no mortgage on the property.

7. Per Sec. 640-30 (16), revise Surveyor's Certificate to state conformity with applicable Sections of Chapter 21 HH-6, Florida Administrative Code.

RESPONSE: Surveyor's Certificate was revised as required by City standards.

Thank you for letting us move forward for City Commission consideration. Should you have any questions or if we can be of further assistance please do not hesitate to contact us.

Sincerely,
PULICE LAND SURVEYORS, INC.


Elizabeth Tsouroukdissian
Platting Assistant

encl.

BROWARD COUNTY

2016 Paid Real Estate

Folio: 528703

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
504229-01-0040		See Below	See Below	See Below	0413

ARG OFFICE LLC
3495 SW 9 AVE
FORT LAUDERDALE, FL 33312

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

4025 RAVENSWOOD RD
MARSHALLS EVERGLADE SUB 2-32 D
29-50-42
PT OF TR 2 BLK 1 DESC AS N 62.75
OF S 175 OF THAT PT LYING E OF
A/L 254.28 W OF SEC E/L OF SEC

WWW-16-00032656 \$5,984.73
Paid By ARG OFFICE LLC

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY COMMISSION					
COUNTYWIDE SERVICES	5.44740	243,980	0	243,980	1,329.06
VOTED DEBT	0.22160	243,980	0	243,980	54.07
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.33600	243,980	0	243,980	1,301.88
CAPITAL OUTLAY	1.50000	243,980	0	243,980	365.97
VOTER APPROVED DEBT LEVY	0.07030	243,980	0	243,980	17.15
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.04710	243,980	0	243,980	11.49
OKEECHOBEE BASIN	0.14770	243,980	0	243,980	36.04
SFWMD DISTRICT	0.13590	243,980	0	243,980	33.16
SOUTH BROWARD HOSPITAL	0.16150	243,980	0	243,980	39.40
CHILDREN'S SVCS COUNCIL OF BC	0.48820	243,980	0	243,980	119.11
CITY OF DANIA BEACH					
DANIA BEACH OPER	5.99980	243,980	0	243,980	1,463.83
DEBT SERVICE	0.24640	243,980	0	243,980	60.12
FL INLAND NAVIGATION	0.03200	243,980	0	243,980	7.81
Total Millage:		19.83390	Ad Valorem Taxes:		\$4,839.09
NON - AD VALOREM TAXES					
Levying Authority			Rate	Amount	
04 DANIA FIRE				1,387.00	
DS DANIA STORM WATER			@ 40.0000	8.00	
Non - Ad Valorem Assessments:				\$1,395.00	
Combined Taxes and Assessments:				\$6,234.09	
If Postmarked By	Nov 30, 2016				
Please Pay	\$0.00				

Paid 11/17/2016 Receipt #

BROWARD COUNTY

2016 Paid Real Estate

Folio: 528703

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Paid 11/17/2016 Receipt #

WWW-16-00032656

\$5,984.73

Paid By ARG OFFICE LLC

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
504229-01-0040

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

ARG OFFICE LLC
3495 SW 9 AVE
FORT LAUDERDALE, FL 33312

If Postmarked By	Please Pay
Nov 30, 2016	\$0.00

Return with Payment

Please Pay Only One Amount



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
PUBLIC RECORDS ROUTING SHEET

Routing Date: 5/26/17
Requestor: Zeledon Piego
Location: Code Compliance

PLEASE COMPLETE THE ATTACHED PUBLIC RECORDS REQUEST AND ROUTING SHEET
AT YOUR EARLIEST CONVENIENCE AND RETURN TO MACBEE WRAY WITH THE
SUPPORTING DOCUMENTS FOR DISTRIBUTION TO THE CITY CLERK'S OFFICE.

☐ RECORDS FOUND (SEE ATTACHED DOCUMENTS)
☒ NO RECORDS FOUND

Code Compliance
Department

5-26-17
Date

Please log your time spent on the records research.

Time spent: 6min

Overtime: 0

4025 Ravenswood Rd



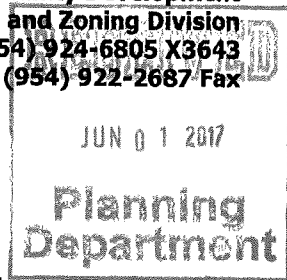
City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☒ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____



(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 4025 Ravenswood Road, Dania Beach, FL 33312

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: NOT PLATTED

Folio Number(s): 5042 2901 0040 Legal Description: see attached

Applicant/Consultant/Legal Representative (circle one) Police Land Surveyors, Inc.

Address of Applicant: 5381 Nob Hill Road, Sunrise, FL 33351

Business Telephone: (954) 572-1777 Home: _____ Fax: (954) 572-1778

E-mail address: elizabeth@policeandsurveyors.com

Name of Property Owner: AR6 OFFICE, LLC.

Address of Property Owner: 3495 SW 9th Avenue, Ft. Lauderdale, FL 33315

Business Telephone: (954) 359-5933 Home: _____ Fax: _____

Explanation of Request: Property must be platted for development
For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 0.31 Gross Acreage: _____ Prop. Square Footage: 13,760 sq. ft. approx.

Existing Use: Vacant Proposed Use: Office building

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 POLICE LAND SURVEYORS, INC. (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*)

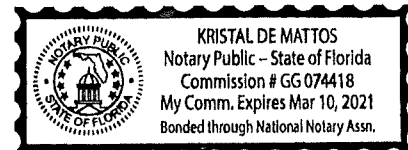
BEFORE ME THIS 31st DAY OF May, 2017

By:

Kristal de Mattos
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kristal de Mattos
(Signature of Notary Public – State of Florida)



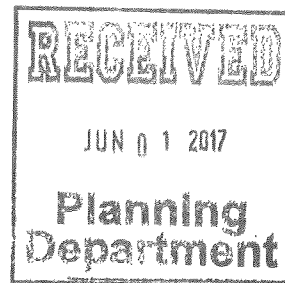
Personally known ☒ or Produced Identification _____

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).**

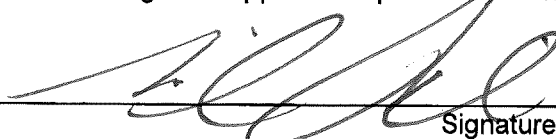
NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



LETTER OF AUTHORIZATION

THIS IS TO CERTIFY that I am the formal representative of the lands described in the attached petition for approval of the **"ARG" PLAT**, located at 4025 Ravenswood Road, Dania Beach, Florida, a property further identified with Folio number 504229010040 and, that as such, I have authorized **Pulice Land Surveyors, Inc.** to act as the agent in all matters concerning said application process involving the subject property.


Signature

Milan Rakic - President
PRINT NAME - TITLE

3495 SW 9th Ave Ft. Lauderdale, FL 33315
Street Address, City, State, Zip

(954) 359-5933
Telephone

State of: Florida

County of: Broward

Sworn to and subscribed before me Kristal de Mattos

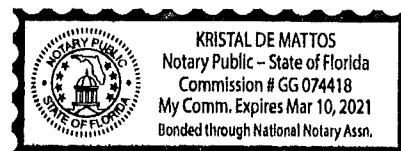
this 31st day of May, 2017

Kristal de Mattos
Notary Public

Kristal de Mattos
Print name

My Commission expires: March 10, 2021

SEAL:



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “DANIA 84 HOSPITALITY PLAT” (PL-46-17) SUBMITTED BY PULICE LAND SURVEYORS, INC., ON BEHALF OF FORT LAUDERDALE HOSPITALITY INC., FOR PROPERTY LOCATED AT 2460 W. STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Staff Report, Resolution, Plat, Application and Supplemental Documents



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: July 25, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Anne-Christine Carrie, Planner *AK*
Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CL*

SUBJECT: **PL-46-17:** The applicant, Pulice Land Surveyors, Inc., on behalf of the property owner, Fort Lauderdale Hospitality, Inc., is requesting plat approval for the property located at 2460 W State Road 84

**REQUEST
PLAT**

To establish a perimeter plat for hotel and ancillary uses.

PROPERTY INFORMATION

EXISTING ZONING:	General Business (C-3)
LAND USE DESIGNATION:	Commercial

VIOLATIONS

There are no open violations on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is approximately five and a half (5.45) acres and has an existing hotel with 271 rooms. The site is south of State Road 84 and further east of SW 26 Terrace. There is an additional hotel on the adjacent property to the east, a parking lot associated with an office development to the west, and industrial uses to the south. The applicant is requesting this plat due to a change in ownership.

PLAT

Per the Surveyor's Notes, the proposed plat is restricted to a 371-room hotel, of which 271 rooms already exist. The plat identifies two (2) access openings along the northern property line which faces State Road 84. The opening to the east is twenty-five (25) feet wide and identified as right in only. The opening to the west is fifty (50) wide and identified as right in and right out only.

Per the applicant's justification statement, this land is being platted in preparation for the construction of a new 100-room hotel with ancillary uses. The ancillary uses include a

lobby and a public restaurant. Per the applicant, the public restaurant will not be advertised as such and thereby not generate any additional traffic.

DEVELOPMENT REVIEW COMMITTEE

The plat was reviewed by the Development Review Committee, which includes representatives from the BSO Fire, Public Services, the City's landscape consultant and the Planning Division. The applicant has outstanding staff comments which must be addressed prior to issuance of a building permit. The outstanding comments are listed below:

1. Provide copy of recorded plat document prior to issuance of a building permit.
2. Per Sec. 640-30 (16), revise Surveyor's Certificate to state conformity with applicable Sections of Chapter 21 HH-6, Florida Administrative Code.

At this time, the developer has submitted a site plan application for the subject property which is being reviewed by the DRC. The subject property is to be upgraded to the current requirements of the LDC.

RECOMMENDATION

Approve the resolution with the outstanding DRC comments as conditions of approval which must be addressed prior to issuance of a building permit.

RESOLUTION NO. 2017-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “DANIA 84 HOSPITALITY PLAT” (PL-46-17) SUBMITTED BY PULICE LAND SURVEYORS, INC., ON BEHALF OF FORT LAUDERDALE HOSPITALITY INC., FOR PROPERTY LOCATED AT 2460 W. STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA; 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”), Part 6, “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, Pulice Land Surveyors, Inc., on behalf of Fort Lauderdale Hospitality, Inc. (the “Applicant”), is requesting plat approval (PL-46-17), for property legally described in attached Exhibit “A”, which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the “Dania 84 Hospitality Plat” (PL-46-17), is restricted to a 371-room hotel; and

WHEREAS, on May 25, 2017, 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 project; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 640 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed plat will protect the public health, safety and welfare of residents of the City, and furthers the purposes, goals, objectives and policies of the City’s 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 application for the “Dania 84 Hospitality Plat” (PL-46-17), a copy of which is attached as composite Exhibit “B”, which is made a part of and incorporated into this Resolution by this reference, is approved subject to compliance with the following conditions which must be satisfied prior to issuance of a building permit:

1. Provide copy of recorded plat document prior to issuance of a building permit.
2. Per Sec. 640-30 (16), revise “Surveyor's Certificate” to state conformity with applicable Sections of Chapter 21 HH-6, Florida Administrative Code.

Section 3. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 4. That such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

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 July 25, 2017.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT “A”

Legal Description

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD 84 IN SECTION
TWENTY (20), TOWNSHIP 50 SOUTH, RANGE FORTY-TWO (42) EAST.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY,
FLORIDA, CONTAINING 237,499 SQUARE FEET (5.4522 ACRESS, MORE OR LESS.

EXHIBIT “B”

Dania 84 Hospitality Plat

"DANIA 84 HOSPITALITY"
A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE RIGHT-OF-WAY OF STATE
ROAD 84 IN SECTION TWENTY (20), TOWNSHIP 50 SOUTH, RANGE FORTY-TWO (42) EAST
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MAY, 2017

LEGAL DESCRIPTION:

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD 84 IN SECTION TWENTY (20), TOWNSHIP 50 SOUTH, RANGE FORTY-TWO (42) EAST.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA CONTAINING 237,499 SQUARE FEET (5.4522 ACRES), MORE OR LESS.

DEDICATION:

STATE OF FLORIDA S.S.
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: THAT FORT LAUDERDALE HOSPITALITY INC. A FLORIDA CORPORATION, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "DANIA 84 HOSPITALITY".

IN WITNESS WHEREOF: THAT SAID FORT LAUDERDALE HOSPITALITY INC. A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____ ITS _____, AND ITS CORPORATE SEAL (IF ANY) TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____, A.D. 201__.

WITNESSES:	FORT LAUDERDALE HOSPITALITY INC. A FLORIDA CORPORATION
WITNESS: _____	BY: _____
PRINT NAME: _____	PRINT NAME: _____
WITNESS: _____	PRINT NAME: _____
PRINT NAME: _____	TITLE: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA S.S.
COUNTY OF BROWARD

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, OF FORT LAUDERDALE HOSPITALITY INC. A FLORIDA CORPORATION, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 201__.

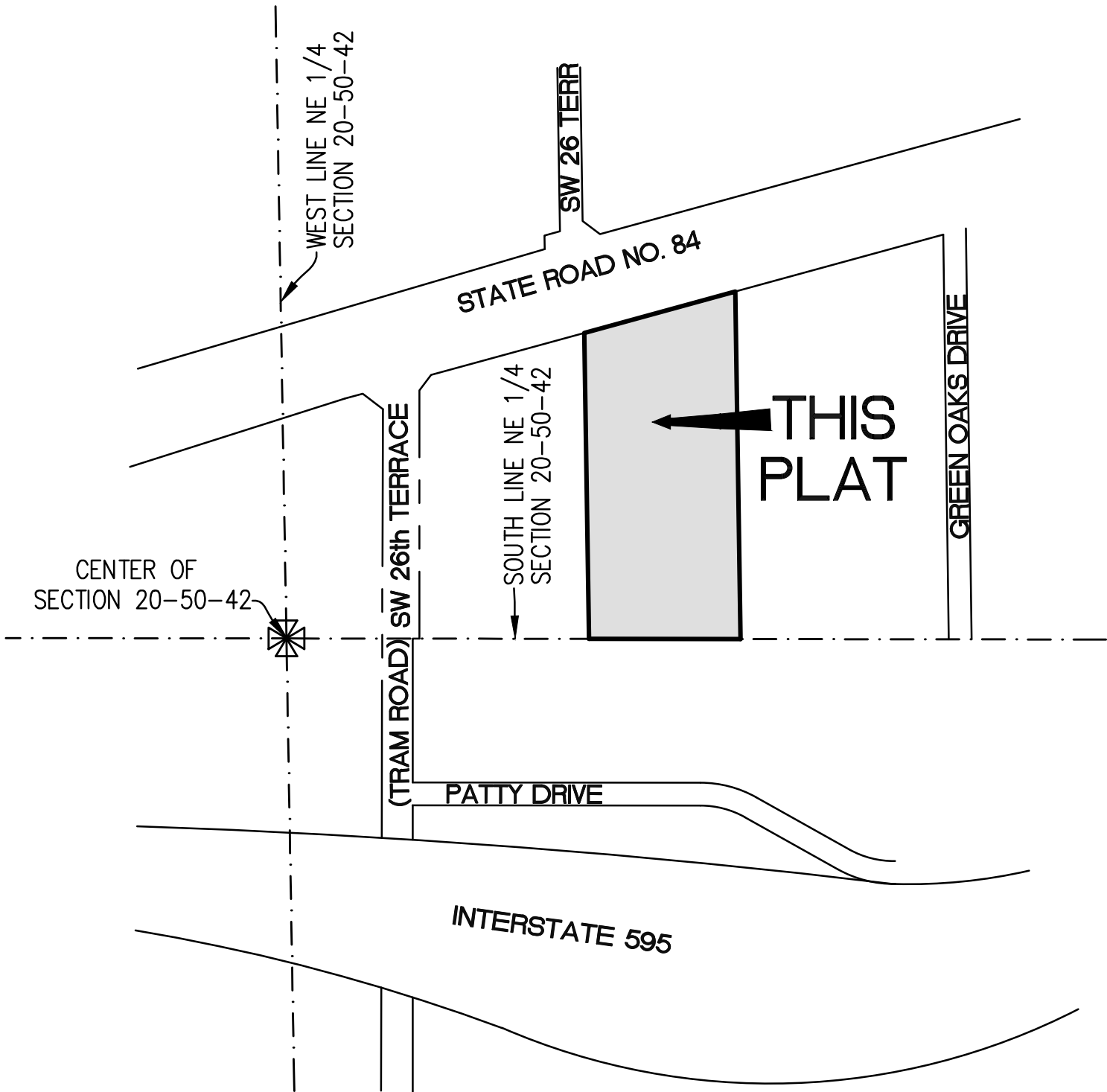
MY COMMISSION NUMBER: _____	NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: _____	PRINT NAME _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177, PART 1. PERMANENT CONTROL POINTS (PCP'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS. THE BENCHMARKS SHOWN HEREON ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM AND CONFORM TO STANDARDS FOR THIRD ORDER WORK.

BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

DATE



LOCATION MAP
PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST
NOT TO SCALE

CITY OF DANIA BEACH, CITY COMMISSION:

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE CONCURRENCY/IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

THIS IS TO CERTIFY, THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY OF DANIA BEACH, FLORIDA, BY RESOLUTION NO. _____ ADOPTED THIS _____ DAY OF _____, A.D. 201__.

ATTEST: _____ CITY CLERK
APPROVED: _____ MAYOR

COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 201__.

BY: _____
NAME: _____
DIRECTOR / DESIGNEE

CITY ENGINEER:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, A.D. 201__.

BY: _____
NAME: _____
FLORIDA P.E. REGISTRATION NO: _____

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 201__.

BY: _____
DIRECTOR / DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 201__.

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 _____, A.D. 201__.

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 _____, A.D. 201__.

BY: _____
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

DATE

BY: _____ RICHARD TORNESE
DIRECTOR
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 40263

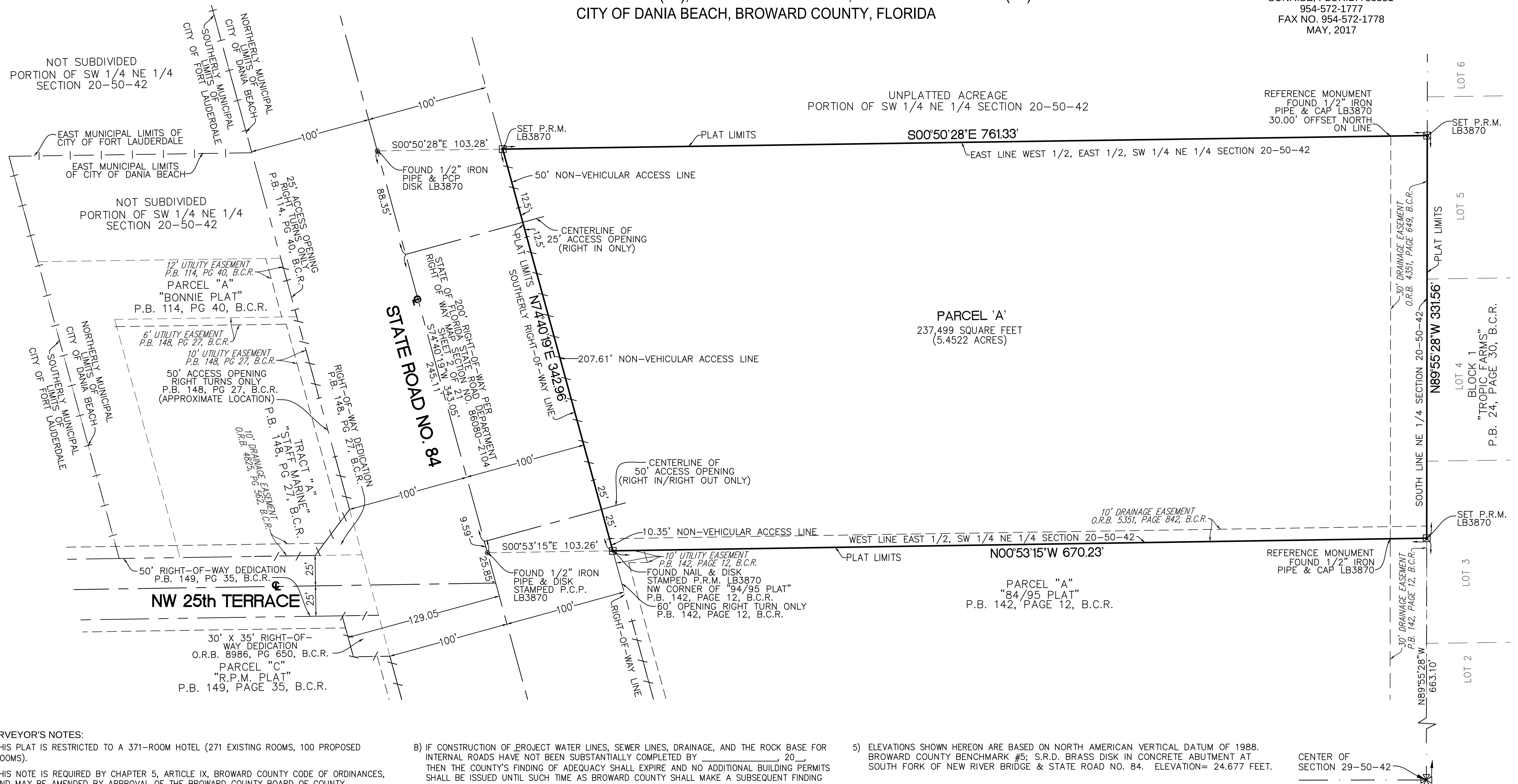
DATE

FORT LAUDERDALE HOSPITALITY INC., A FLORIDA CORPORATION	PLATTING SURVEYOR	CITY CLERK	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE RIGHT-OF-WAY OF STATE
ROAD 84 IN SECTION TWENTY (20), TOWNSHIP 50 SOUTH, RANGE FORTY-TWO (42) EAST
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MAY, 2017



1) THIS PLAT IS RESTRICTED TO A 371—ROOM HOTEL (271 EXISTING ROOMS, 100 PROPOSED ROOMS).

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV, D.1.f., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

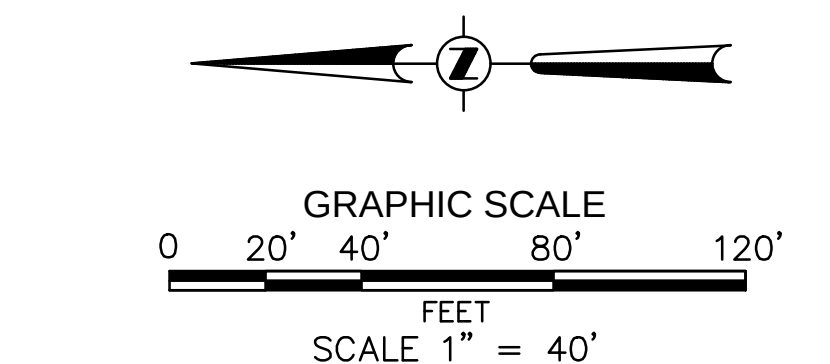
2A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY _____, 20____, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME: AND/OR

- 3) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY _____, 20____, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- 4) 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.
- 4) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 94 BEING N74°40'19"W.

- 5) ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #5; S.R.D. BRASS DISK IN CONCRETE ABUTMENT AT SOUTH FORK OF NEW RIVER BRIDGE & STATE ROAD NO. 84. ELEVATION= 24.677 FEET.

LEGEND:

P.R.M.	DENOTES: PERMANENT REFERENCE MONUMENTS (SET 4"x4"x24" CONCRETE MONUMENT WITH 1.3" BRASS DISC STAMPED "P.R.M. LB3870" UNLESS OTHERWISE NOTED)
P.C.P.	DENOTES: PERMANENT CONTROL POINT
LB	DENOTES: LICENSED BUSINESS
B.C.R.	DENOTES: BROWARD COUNTY RECORDS
O.R.B.	DENOTES: OFFICIAL RECORD BOOK
	DENOTES: CENTER OF SECTION
	DENOTES: CENTERLINE
— / — / —	DENOTES: NON-VEHICULAR ACCESS LINE
P.B.	DENOTES: PLAT BOOK
PG	DENOTES: PAGE



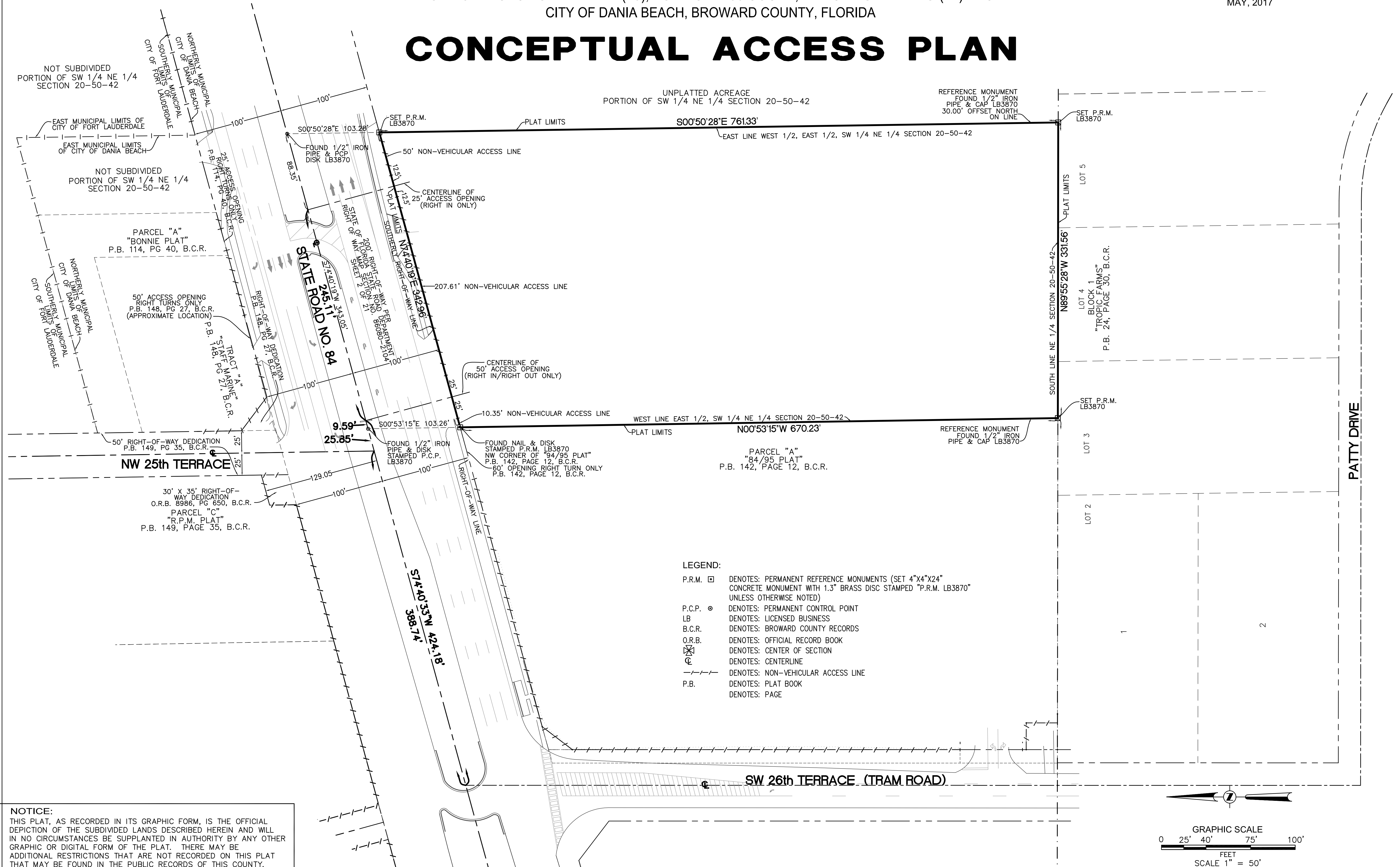
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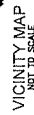
"DANIA 84 HOSPITALITY"

A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD 84 IN SECTION TWENTY (20), TOWNSHIP 50 SOUTH, RANGE FORTY-TWO (42) EAST CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.
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MAY, 2017

CONCEPTUAL ACCESS PLAN

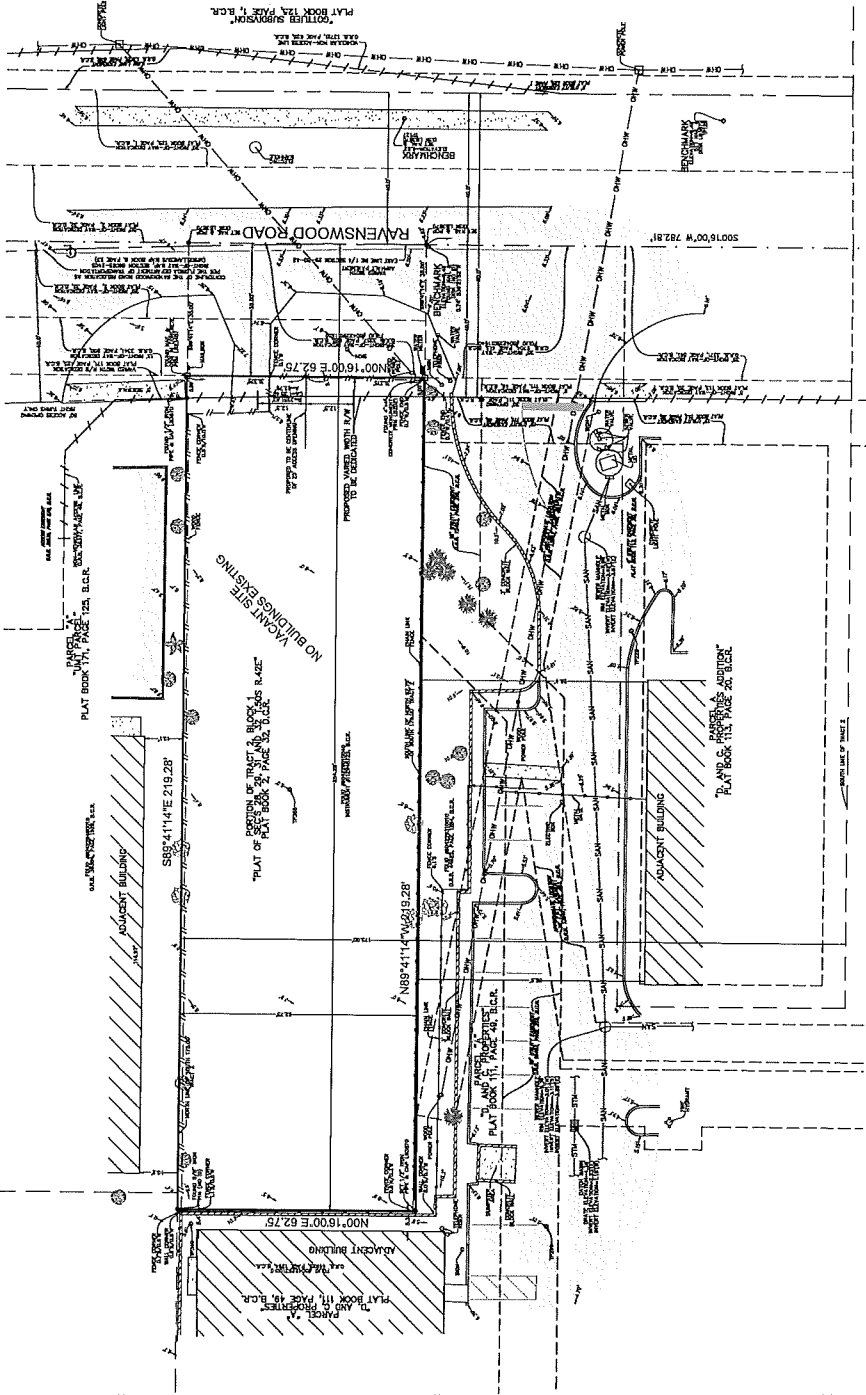




- | | | | | |
|--------|---------------------------------|---|--------|-------------------------------|
| LEGEND | CONCRETE | OFFICIAL RECORDS BOOK | PL | PLUM |
| | ASPHALT PAVEMENT | TRAVELING POST (FOR FIELD INFORMATION ONLY) | PFL | FLORIDA POWER & LIGHT COMPANY |
| | ELEVATION | | P.C.R. | PEL COUNTY RECORDS |
| | OVERHEAD WIRES | | B.C.R. | BIRMINGHAM COUNTY RECORDS |
| | UNDERGROUND STORM SEWER LINE | | | CUMULUS TREES |
| | UNDERGROUND SANITARY SEWER LINE | | | SHRUB LAND |
| | NON-VOLICULAR ACCESS LINE | | | CABARET PALM |
| | CENTRIFUGAL | | | UNIDENTIFIED TREES |
| | | | | |

NOTES:

1. THIS CONVEYS 37.60 SQUARE FEET (3.75 ACRES) MORE OR LESS.
2. RECORDS REFERENCE TO THE 1982 BROWN COUNTY DEEDS MAP 2020304, ARE TO BE BASED UPON THE VERTICAL DATUM OF 1985. BROWN COUNTY RECORDS REFERENCE ELEVATION 1.438 FEET.
3. THIS SITE IS IN SECTION 28, TOWNSHIP 30 SOUTH, RANGE 2 EAST, BROWN COUNTY, MINNESOTA.
4. THIS SITE IS IN SECTION 28, TOWNSHIP 30 SOUTH, RANGE 2 EAST, BROWN COUNTY, MINNESOTA.
5. BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 30 BEING SURVEYED.
6. THIS SURVEY IS BASED ON THE 1982 BROWN COUNTY DEEDS MAP 2020304, ARE TO BE BASED UPON THE VERTICAL DATUM OF 1985. BROWN COUNTY RECORDS REFERENCE ELEVATION 1.438 FEET.
7. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY PROVIDERS FOR ANY UNDERGROUND UTILITIES. THIS WORKING DOCUMENT DOES NOT PROVIDE ANY INFORMATION, BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY PROVIDERS FOR ANY UNDERGROUND UTILITIES.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO AWATON RESOURCE GROUP, INC. FOR THE PURPOSES OF THE 2015-2016 FISCAL YEAR. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES.
9. THE VERTICAL ADJUSTMENT OF ELEVATIONS WILL BE JOINED IMPROVEMENTS ON THE 2015-2016 FISCAL YEAR.
10. THERE IS AN ASSUMED 10% INCREASE IN THE COST OF THE TITLE INSURANCE. ONLY IF PLAYED ON LAND ADJACENTS ARE DELETED HEREON.



0' 15' 30' 45'

GRAPHIC SCALE

1"=15'

COPYRIGHT 2017 BY PULICE LAND SURVEYORS, INC.
ALL RIGHTS RESERVED. NO PART OF THIS SURVEY
MAP MAY BE REPRODUCED IN ANY FORM OR BY ANY
MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICER OF PULICE LAND SURVEYORS, INC.

CERTIFICATION: I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (DOACS) CHAPTER 34-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CLAUDE F. PULISE, PROFESSIONAL SURVEYOR AND MAPPER, LICENSE# 12501
DIERKS BURNS, PROFESSIONAL SURVEYOR AND MAPPER, LICENSE# 15813
DEVON R. CLUBERT, PROFESSIONAL SURVEYOR AND MAPPER, LICENSE# 15924

	NO.	REVISIONS	BY
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BOUNDARY AND TOPOGRAPHIC SURVEY



PULSE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE (954) 572-1777
 F-MAIL: survey@pulselandsurveyors.com
 WEBSITE: www.pulselandsurveyors.com
 CERTIFICATE OF AUTHORIZATION LP 6350

PULSE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE (954) 572-1777
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PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

SUNRISE, FL 33351

TELEPHONE (954) 572-1777 FACSIMILE (954) 572-1778

e-mail: surveys@pulicelandsurveyors.com



June 29, 2017

Ms. Corinne Lajoie, AICP
Principal City Planner
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

**RE: "DANIA 84 HOSPITALITY" PLAT – 2460 W. STATE ROAD 84
APPLICATION No. PL-046-17 (SITE PLAN No. SP-03-17)**

Dear Ms. Lajoie,

Enclosed please find one 24"x36" and one 11"x17" copies of the "DANIA 84 HOSPITALITY" Plat, which we are hereby submitting for approval on the upcoming July 25th City Commission meeting, as discussed in the May 25th/2017 DRC meeting. For your records, following we provide comments received from Staff, along with our responses **in bold**, for your convenience.

Landscape:

1. No landscape comments at this time.

RESPONSE: Thank you.

Fire:

1. Complies with Code as submitted.

RESPONSE: Thank you.

Engineering:

1. No comments on proposed plat.

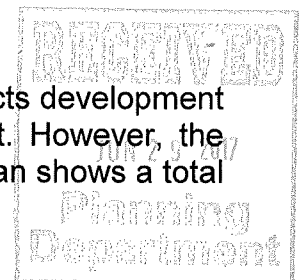
RESPONSE: Thank you.

Planning & Zoning:

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.

RESPONSE: Informational.

2. Per Sec. 640-30, in the surveyor's notes on Sheet 2, the plat restricts development to a total of 4,200 sf for accessory uses to a hotel and restaurant. However, the "Building Areas (Footprint)" table on Sheet 101 of the development plan shows a total of 7,342 sf in accessory and restaurant use. Revise plans.



FILE COPY

RESPONSE: To satisfy the "use" standards set forth by Broward County, the plat note has been revised to restrict the development of this site to a 371-room hotel (271 existing, 100 proposed rooms). Please note that due to the nature of the proposed hotel facility, the areas designated for lobby and restaurant use are being considered as an ancillary use (open to the public but not advertised as such, and therefore not trip-generating). So to that effect, the total area of lobby plus restaurant is itemized on the Site Plan, but not required to be indicated on the restrictive plat note (Surveyor's Note #1 of Sheet 2 of 2).

3. Per Sec. 640-20 (A), submit proof of plat submittal to Broward County.

RESPONSE: Attached to this letter as Exhibit "A" please find a copy of the receipt for this plat application, with assigned number 018-MP-17.

4. Per Sec. 640-20 (C), indicate the number of lanes for proposed access to the site.

RESPONSE: There are two openings: a main right-in/right-out entrance/exit on the west side and a second opening to the east side, which is limited to right-in access only. Both will contain one-lane driveways.

5. Survey provided is 1 year old. Per Sec. 640-20 (D), provide property survey no older than 6 months old.

RESPONSE: Included in this package please find an updated Survey attached to each of the two copies of the Plat we are providing.

6. Per Sec. 640-20 (E), provide a "valid pre-application approval letter from the Florida Department of Transportation issued pursuant to the 'state highway system access management classification system and standards,' as amended".

RESPONSE: Attached to this letter as Exhibit "B".

7. Per Sec. 640-20 (G), indicate location of off-site water and sewer lines, proposed connection location, and route the lines will take.

RESPONSE: The hotel addition will not require new water and sewer lines.

8. Per Sec. 640-30 (16), indicate conformity to the following in the Surveyor's Certificate section:

- National Geodetic Vertical Datum (NGVD) and National Ocean Survey Third Order Control Standards.

- Applicable sections of Chapter 21 HH-6, Florida Administrative Code.

RESPONSE: Surveyor's Certificate was revised as requested.

Thank you for letting us move forward for City Commission consideration. Enclosed we provide a digital copy for your presentation. Please call if you need anything else.

Sincerely, for **PULICE LAND SURVEYORS, INC.**


Elizabeth Tsouroukdissian
Platting Assistant
(encl.)

①

Board of County Commissioners, Broward County, Florida
Environmental Protection and Growth Management Department
Planning and Development Management Division
Plat/Site Plan Application

INSTRUCTIONSPlat/Site Plan Number 018-MP-17

For your application to be officially accepted for processing, you must complete this application in full. The owner/agent certification must be signed and notarized with the appropriate supplemental documentation attached. If any information requested is not applicable, please identify it as such. Please type this application or print legibly in **black ink**.

PROJECT INFORMATION

Plat/Site Plan Name DANIA 84 HOSPITALITY
 Owner's Name FORT LAUDERDALE HOSPITALITY, INC. Phone (561) 362-0220
 Address 2460 W. STATE ROAD 84 City DANIA BEACH State FL Zip Code 33312
 Owner's E-mail Address ERIC@ANDERSONARCHITECTURE.COM Fax # (561) 362-0224
 Agent PULICE LAND SURVEYORS, INC. Phone (954) 572-1777
 Contact Person ELIZABETH TSOUROUKDISSIAN
 Address 5381 NOB HILL ROAD City SUNRISE State FL Zip Code 33351
 Agent's E-mail Address ELIZABETH@PULICELANDSURVEYORS.COM Fax # (954) 572-1778

LOCATIONJurisdiction CITY OF DANIA BEACHSection 20 Township 50 S Range 42 EAdditional section/township/range if applicable --

SOUTH Side of STATE ROAD 84 at/between SW 23 TERRACE and SW 28 TERRACE
 north... street name street name street name

APPLICATION STATUS

- 1) Has this project been previously submitted? ☐ Yes ☒ No ☐ Don't Know
Check the appropriate answer to each question if the project was previously submitted.
 - 2) This is a resubmittal of: ☐ Entire Project ☐ Portion of Project
 - 3) What was the project number assigned by the Planning and Development Management Division?
Project Number _____ ☐ Don't Know
 - 4) What was the project name? _____
 - 5) Are the boundaries of this project exactly the same as the previously submitted project? ☐ Yes ☐ No
 - 6) Has flexibility been allocated or is flexibility proposed to be allocated under the County Land Use Plan?
☐ Yes ☐ No ☐ Don't Know
- If yes, consult Policy 13.01.10 of the Land Use Plan. A compatibility determination may be required.

REPLAT STATUS

- 1) Is this plat a replat of a plat approved and/or recorded after March 20, 1979? ☐ Yes ☒ No
If yes, please answer the following questions.
- 2) Name and Project Number of underlying approved and/or recorded plat. _____
- 3) Is the underlying plat all or partially residential? ☐ Yes ☐ No
If yes, please answer the following questions.
- 4) Number and type of units approved in the underlying plat. _____
- 5) Number and type of units proposed to be deleted by this replat. _____
- 6) Difference between the total number of units being deleted from the underlying plat and the number of units proposed in this replat. _____

SCHOOL CONCURRENCY (Residential Plats, Replats and Site Plan Submissions)

- 1) Does this application contain any residential units? If "No," please skip the remaining questions. ☐ Yes ☒ No
- 2) If the application is a replat, is the type, number, or bedroom restriction of the residential units changing? ☐ Yes ☐ No
- 3) If the application is a replat, are there any new or additional residential units being added to the replat's note restriction? ☐ Yes ☐ No
- 4) Is this application subject to an approved Declaration of Restrictive Covenants or Tri-Party Agreement entered into with the Broward County School Board?
If the answer is "Yes" to questions 1-4, please see reverse side of application for "Required Documentation" for "School Concurrency Submission Requirements." ☐ Yes ☐ No

FOR PLANNING AND DEVELOPMENT MANAGEMENT DIVISION USE ONLY

Application Type Muni Plat Time N/A Application Date 6-8-12
 Acceptance Date 6-20-12 Fee 4780 Comments Due 7-19-12
 Report Due 8-2-12 Adjacent City _____
☒ Plats ☒ Surveys ☒ Site Plans ☐ Landscaping Plans ☐ Lighting Plans
 Other (Describe) Env. File; Plat Received By [Signature]
 Comments _____

Board of County Commissioners, Broward County, Florida
Environmental Protection and Growth Management Department
Planning and Development Management Division
Project Characteristics

INSTRUCTIONS

The information on this form will be used to determine the project's overall impact on urban service delivery facilities and programs. The "Existing Land Use" and "Proposed Use" sections will be used to calculate impact fees and Traffic Concurrency. A note will be placed on the plat restricting the property in accordance with the proposed use(s) specified below.

LANDUSE AND ZONING

EXISTING	PROPOSED
Land use plan COMMERCIAL	Land use plan SAME
Designation(s) _____	Designation(s) _____
_____	_____
Zoning District(s) C-3 GENERAL BUSINESS	Zoning District(s) SAME
_____	_____

EXISTING LAND USE- ARE THERE ANY EXISTING STRUCTURES ON THE SITE?

☐ Yes ☐ No

A credit against impact fees may be given for the site's current or previous use. No credit will be granted for any demolition occurring more than 18 months (60 months for mobile homes) of Environmental Review of construction plans. To receive a credit, complete the following table. Note: If buildings have been demolished, which are not shown on the survey required with this application, attach an additional "as built" survey dated within 18 months of this application. Other evidence may be accepted if it clearly documents the use, gross square footage and/or number and type of dwelling units, and date of demolition.

Land Use	Gross Building sq. ft.* or Dwelling Units	Date Last Occupied	EXISTING STRUCTURE(S)		
			Remain the Same?	Change Use?	Has been or will be Demolished?
HOTEL	37,722 sq.ft.	present	expandin	no	no

*Gross non-residential square footage includes permanent canopies and overhangs for gas stations, drive-thru facilities, and overhangs designed for outdoor tables at a restaurant. A building is defined by the definition in the Land Development Code.

PROPOSED USE

Please specify the proposed use in accordance with the land use categories listed on the reverse side of this form. Please Note: Residential uses must be expressed based upon DWELLING UNIT TYPES listed on the reverse side of this form. COMMERCIAL, OFFICE, and CHURCH USES must be expressed in terms of gross building square footage. If there are any unique factors which may affect traffic generation, attach a separate sheet and describe fully.

RESIDENTIAL USES		NON-RESIDENTIAL USES	
Type of Unit	Number of Units	Land Use	Net Acreage or Gross Floor Area
HOTEL	371 ROOMS		
	271 Rooms ^{KM} (Existing)		
	100 Rooms ^{KM} (Proposed)		

**Board of County Commissioners, Broward County, Florida
Environmental Protection and Growth Management Department
Planning and Development Management Division
Project Questionnaire**

Check the appropriate "Yes" or "No" box for each question below. If additional space is required to explain a response, attach and label continuation sheets. - ALL QUESTIONS MUST BE ANSWERED -

1.	Why is this property being platted? Attach additional sheet if necessary. <u>Property is not platted. Platting is required for redevelopment.</u>	
2.	Is this project within an existing Development of Regional Impact (DRI) or Florida Quality Development (FQD)? If YES, indicate DRI or FQD name. DRI or FQD NAME _____ If yes, provide the latest ordinance number and/or Official Record Book and page number. ORDINANCE # _____ O.R. BOOK & PAGE # _____	☐ YES ☒ NO
3.	Is the project subject to any existing or proposed agreement(s) with Broward County or a municipality? If YES, state the title and subject of the agreement(s) and attach a copy(s)	☐ YES ☒ NO
4.	Are any off-site roadway improvements being required by any government agency or proposed by the applicant? If YES, attach sheet and describe fully.	☐ YES ☒ NO
5.	Does this property or project have an adjudicated or vested rights status? If YES, attach appropriate documentation.	☐ YES ☒ NO
6.	Does the owner have any financial interest in properties near or adjacent to this project? If YES, attach sheet and describe fully.	☐ YES ☒ NO
7.	Does this property abut a State Road? If yes, see Supplemental Documentation Requirement No. 19 for required letter from Florida Department of Transportation (FDOT).	☒ YES ☐ NO
8.	Has consideration been given to public transportation routes, shelters, or turnouts for the proposed project? If YES, attach sheet and describe fully.	☐ YES ☒ NO
9.	Are bikeways and walkways to be provided to connect residential areas to school or recreational sites? If YES, attach five drawings showing such facilities. (If not shown on plat).	☐ YES ☒ NO
10.	Is credit being requested for private recreational facilities? If YES, attach two sets of plans showing facilities. (APPLIES TO PROJECTS IN UNINCORPORATED AREA ONLY.)	☐ YES ☒ NO
11.	Has any discussion with the School Board taken place? If YES, state the name and title of the person contacted. NAME/TITLE _____	☐ YES ☒ NO
12.	If a school site will be reserved or dedicated on the property, is the site delineated on the plat or site plan?	☐ YES ☒ NO
13.	Are there any natural features located on the property (e.g. wetlands, dunes, areas of native tree canopy, wildlife, habitats, etc.)? If YES, attach sheet and describe fully. For information, contact Aquatic and Wetland Resources Section, Environ. Licensing & Bldg. Permitting (ELBP) Division	☐ YES ☒ NO
14.	Does the property contain any portion of lands identified as "Natural Resource Areas"? If YES, see Supplemental Documentation Requirement No. 8. For locations, contact Aquatic and Wetland Resources Section (ELBP Division).	☐ YES ☒ NO
15.	Does the property contain any portion of lands identified as an "Urban Wilderness Area" or "Vegetative Resource Category Local Area of Particular Concern"? If YES, see Supplemental Documentation Requirement No. 9. For locations, contact Aquatic and Wetland Resources Section (ELBP Division).	☐ YES ☒ NO
16.	Does the property contain any portion of lands identified as a "Cultural Resource Category Local Area of Particular Concern" which include archaeological sites and historic sites and structures? If YES, for archaeological sites, see Supplemental Documentation Requirement No. 10. For locations, contact the Broward County Historic Preservation Officer.	☐ YES ☒ NO
17.	Will any dredging or major filling operation be necessary, or is a waterway involved in the proposed project? If YES, permits may be required from Broward County. Please contact Broward County Aquatic and Wetland Resources Section (ELBP Division).	☐ YES ☒ NO
18.	Is the project to be served by an approved potable water system? If YES, state name of facility and facility address. Facility Name: <u>Charles F. Fiveash Regional Water Treatment Plant</u> Address: <u>4321 NW 9th Avenue, Fort Lauderdale, FL 33309</u>	☒ YES ☐ NO
19.	Is this project to utilize on-site wells for its potable water? If YES, see Supplemental Documentation Requirement No. 13 for required letter.	☐ YES ☒ NO
20.	Is this project to be served by an approved wastewater (sewage) treatment plant? If YES, state name of facility and facility address. Facility Name: <u>George Lohmeyer Wastewater Treatment Plant</u> Address: <u>1765 SW 18th Street, Fort Lauderdale, FL 33316</u>	☒ YES ☐ NO
21.	Will SEPTIC TANKS serve this project? If YES, see Supplemental Documentation Requirement No. 12 for required letter.	☐ YES ☒ NO
22.	Have provisions been made for the collection of solid waste for this project? If YES, state name of collector. SOLID WASTE COLLECTOR: _____	☐ YES ☒ NO
23.	Has any contact been made with FPL and AT&T regarding service availability and easement requirements? If YES, state name and title of person contacted. FPL - Name/Title: _____ AT&T - Name/Title: _____	☐ YES ☒ NO
24.	Estimate or state the total number of on-site parking spaces to be provided.	SPACES: <u>331</u>
25.	If applicable, state the seating capacity of any proposed restaurant or public assembly facility, including places of worship.	SEATING: <u>70 approx.</u>

SUPPLEMENTAL DOCUMENTATION

Refer to the "Application Types" and "Required Documentation" sections below to determine the supplemental documentation required with each application. The "Application Types" section lists the corresponding numbers of the "Required Documentation" section for each application type. Read the documentation requirements carefully, some documentation is only required in certain circumstances.

APPLICATION TYPES

SKETCH PLAT: Required Documentation Numbers 1, 6

PLAT: Required Documentation Numbers 2, 5, 6, 8, 9, 10, 11, 12, 13, 16, 17, 19, 20

CONCEPTUAL SITE PLAN: Required Documentation Numbers 3, 6, 11, 16, 18

FINAL SITE PLAN: Required Documentation Numbers 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

REQUIRED DOCUMENTATION- All copies of plats, site plans, surveys, or drawings must be folded to a size approximately 9"x12"

1. 22 copies of Sketch Plat and 22 copies of Conceptual Site Plan if available. See Land Development Code, Division 3.
2. 23 copies of proposed plat, survey no older than six (6) months and site plan if available or conceptual access plan (see below for more information). Additional copies may be required if the plat is adjacent to another municipality (s). See Land Development Code, Division 3.
The survey must show the location of all existing structures, paved areas, and easements on the property and show existing roadway details adjacent to the property (see Section 5-189(b)(4) for specific requirements).
The site plan or conceptual access plan must clearly illustrate dimensions for all proposed access locations on all public rights-of-way abutting the plat, including the centerline locations (see Section 5-189(b)(3) for specific requirements).
3. 22 copies of proposed Conceptual Site Plan. See Land Development Code, Division 4.
4. 22 copies of proposed final site plan and survey showing all existing structures, topography, and natural features, including trees. Additional copies may be required and this will be determined at the pre-application conference. See Land Development Code, Division 4.
5. One (1) current receipt or letter from the appropriate municipality verifying that a plat application has been filed (for municipal plats only).
6. One (1) copy of the Property Tax Notice. May be obtained from the Records, Taxes and Treasury Division.
7. One (1) copy of a signed Pre-Application Conference Receipt from the Planning and Development Management Division, indicating the date the conference was held.
8. Two (2) copies of a Generalized Resource Survey for property within "Natural Resource Areas." See Land Development Code, Section 5-195(a)(14).
9. Six (6) copies of Environmental Review Form for property within an "Urban Wilderness Area" or "Local Area of Particular Concern." Forms are available at the Planning and Development Management Division. See Land Development Code, Section 5-182(j) or Section 5-182(j)(1)(e), for exemptions.
10. Five (5) copies of an Archaeological Report, as required by the Land Development Code, Sections 5-182(j) or 5-195(a)(15) for sites identified in the Broward County Land Development Land Use Plan map series (countywide) or in the Florida Site File (Broward County municipal services district only).
11. One (1) copy of Industrial Review form (for industrial development and projects which utilize fuel storage tanks). Forms are available at the Planning and Development Management Division.
12. If project is to utilize septic tanks, one (1) copy of current letter from appropriate utility service area stating location of closest existing sanitary sewer line and exact distance to plat. Information pertaining to utility service areas may be obtained from Environmental Review Section of the Planning and Development Management Division.
13. If project is to utilize wells, one (1) copy of current letter from appropriate utility service area stating location of closest approved potable water system and exact distance to plat.
14. Three (3) copies of Landscaping Plan as required by the Landscaping Code and three (3) copies of Lighting Plan as required by the Zoning Code. Additional copies may be required and this will be determined at the pre-application conference.
15. Two (2) copies of Site Plan delineating proposed Street Name(s) and Address Number(s).
16. A check made payable to Broward County Board of County Commissioners for APPLICATION FEES, as per published fee schedule (which includes Planning and Development Management fees and sign deposit for Final Site Plans).
17. **RESIDENTIAL APPLICATIONS ONLY:** Provide a receipt from the School Board documenting that a Public School Impact Application (PSIA) and fee have been accepted by the School Board for residential projects subject to school concurrency, exempt from school concurrency (exemptions include projects that generate less than one student, age restricted communities, and projects contained within Developments of Regional Impact), or subject to an approved Declaration of Restrictive Covenant or Tri-Party Agreement.
18. Non-residential site plans, within 300 feet of a residential land use plan category, residential zoning district, and/or existing residential development must provide written documentation demonstrating the specific measures to prevent or minimize impacts upon adjacent residential property. See Land Development Code, Section 5-194(d).
19. A valid Pre-Application approval letter from the Florida Department of Transportation is required for applications which abut and propose direct vehicular access to a Trafficway that is functionally classified as a State Road.
20. A copy of the title documentation used to create the plat and adjacent right-of-way and easement documentation. See Land Development Code, Section 5-189 (b) (6) and the Highway Construction and Engineering Division's web page at <http://bcsgov2.broward.org/bcenglineering/Plats/PlatsForms.asp>.

OWNER/AGENT CERTIFICATION

State of Florida

County of Broward

This is to certify that I am the owner/agent of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner/agent specifically agrees to allow access to described property at reasonable times by County personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent Elizabeth Tsouroukdisian

Sworn and subscribed to before me this 30th day of May, 2017

By Elizabeth Tsouroukdisian

☒ He/She is personally known to me or

☐ Has presented _____ as identification.

Signature of Notary Public T Jane Storms

Type or Print Name T Jane Storms



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

December 1, 2016

Susan Holland
Holland Engineering, Inc.
3900 Hollywood Blvd, Suite 303
Hollywood, FL 33021

Dear Susan Holland

RE: December 1, 2017 Variance Committee Review to allow for Category D Driveway
Applicant/Property Owner: Ft. Lauderdale Hospitality, Inc.
Broward, (Urban) City of Dania Beach
State Road: 84 Section: 86080 MP: 17.300 Access Class: 03 Posted Speed: 45 mph SIS: Influence
Area Site Acreage: 5.45 Acres Proposed Land Use/Maximum Square Footage: 375 Rooms/Lodging
Project Name & Address: A New Hotel Addition - 2460 SR 84, Dania Beach, FL 33312
Date of Pre-application Review: October 27, 2016

Request: Maintain two existing driveways on SR 84/Marina Blvd.

- Driveway 1: Right-in/right-out driveway adjacent to the western property line.
- Driveway 2: Right-In only driveway located approximately 60 feet west of eastern property line.

This request is: Approved with Conditions

Conditions: / Comments:

- ☐ A minimum driveway length of 50 feet, as measured from the ultimate right-of-way line of the State Road to the first conflict point, is required.
- ☐ Driveway 2 shall be radial return and have a maximum width of 18 feet.
- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- A Storm Water Pollution Prevention Plan must be submitted with the application if there will be more than one acre of "disturbed area" (as defined by the Florida Department of Environmental Protection (FDEP))
- If additional right-of-way is required to implement the proposed improvements, the applicant shall donate the right-of-way to the Department.
- All existing driveways not approved in this letter must be fully removed and the area restored.

Comments:

Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering

Susan Holland – A New Hotel Addition Access Management Review Committee Letter
December 1, 2016

Comments:

Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering plans to the Department for permitting. The Department's personnel shall review these plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Please note that this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department.

Committee approvals and conditions which are at variance with Department rules or standards are not binding in the permitting process for more than 12 months.

Please submit a copy of this letter with your permit application. Contact Geysa Sosa, P.E. at the District Permits Office with any questions regarding the permit application at telephone number 954-777-4377, fax number 954-677-7893 or e-mail: geysa.sosa@dot.state.fl.us.

For right-of-way dedication requirements go to: <https://gis.dot.state.fl.us/OneStopPermitting>: Click on Statewide Permit News. Scroll down to District 4. Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

THE DISTRICT ACCESS MANAGEMENT REVIEW COMMITTEE

With the above ruling I

Agree Disagree

Scott Peterson, P.E.
Acting District Design Engineer

☒ ☐

December 1, 2017

Mark Plass, P.E.
District Traffic Operations Engineer

☒ ☐

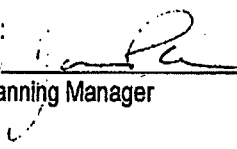
December 1, 2017

Morteza Alian, P.E.
District Maintenance Engineer

☒ ☐

December 1, 2017

Acknowledged by:
Lisa Dykstra, P.E.
Transportation Planning Manager

 for Lisa Dykstra



Broward County
Environmental Protection and Growth Management Department
PLANNING AND REDEVELOPMENT DIVISION

FEE STATEMENT

APPLICANT INFORMATION			
Ft. Lauderdale Hospitality, Inc.			
APPLICANT/DEVELOPER NAME			
2960 W. State Road 84			
ADDRESS			
Ft. Lauderdale FL 33312			
CITY & ZIP CODE			
Plat 811 Hospitality		TELEPHONE	
PLAT/PROJECT NAME			
018-MP 13			
PLAT/PROJECT NO.			
PLAT BOOK & PAGE NO.		SCHOOL ZONE	
Impact Fee Agreement(s) —	N.A. ☐	Road ☐	School ☐
Type of Security —	N.A. ☐	Letter of Credit ☐	Bond ☐
			Park ☐
			Lien ☐

FEES		
AMOUNT	ITEM	VALIDATION
4330	Plat 200-2070-2070	Recorded Plat Board of County Commissioners Session 11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-122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AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101 • Dania Beach, Florida 33312 • 954-359-6100

April 19, 2017

Marc LaFerrier, AICP
Planning Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: Wyndham Hotel Dania Beach
2460 W State Rd. 84 Dania Beach FL
Broward County Aviation Department (BCAD) Conditional Approval Letter

Dear Mr. LaFerrier:

The Broward County Aviation Department (BCAD) has reviewed the proposed Wyndham Hotel Dania Beach Project located southwest of Fort Lauderdale-Hollywood International Airport (FLL). Since the proposed project is within 20,000 feet of FLL, its development and operation is subject to Federal Aviation Regulation (FAR) Part 77, Florida Statutes Chapter 333 and/or the Broward County Airport Zoning Ordinance. These standards seek to ensure that any proposed construction, use of high lift equipment, such as cranes, or other potential hazards will not negatively impact the safe and efficient use of the airport and surrounding airspace. Taking into consideration the proximity of this project to FLL, BCAD is providing the following comments regarding the proposed development:

- Based on the location of the proposed project, FAR Part 77, Subpart B and Section 5-182(n)(2) of the Broward County Land Development Code, require the applicant to obtain a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration (FAA). The receipt of a favorable determination is required for all critical building points and temporary construction cranes and must be received prior to any construction activity. If you have not already done so, please use the following web address to initiate the Federal Review (FAA 7460-1) process: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>
- Following the receipt of a favorable FAA determination, the applicant may also need to obtain "airspace obstruction permits" from the Florida Department of Transportation (FDOT). This documentation is necessary to determine if the project will adversely affect public health or safety. If required, these permits must be obtained prior to the commencement of any construction. The following web address can be used to acquire additional information pertaining to the FAA and FDOT airspace obstruction review and permitting process: <http://www.dot.state.fl.us/aviation/obstructions.shtm>

- No building, structure or vegetation on the site may exceed 80.10 feet NAVD as shown on the Civil Plan C-1 and Elevation Plans 210 and 211 (dated 04/06/17), unless submitted to BCAD for additional review.
- The proposed development must not generate light, glare, smoke or other emissions that could be disorienting to pilots operating in the vicinity of the airfield.

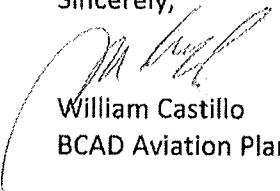
Adherence to these conditions is required for BCAD approval of the proposed Wyndham Hotel Dania Beach Project, and it is based on the Architectural Documents, dated April 6, 2017, prepared by Anderson Architecture, Inc. If the proposed plans are revised substantially from those submitted for this review, BCAD requests that the revised development plans be submitted for an additional review.

This letter also serves as notice of potential aircraft overflight and noise impacts on this property due to its proximity to FLL. This property is subject to the overflight and associated noise of arriving and departing aircraft during the course of normal airport operations. Individuals sensitive to such events should satisfy themselves before purchasing/developing this property that such exposure to aircraft overflights and the noise associated therewith will not adversely affect their enjoyment of the property.

This letter also serves as notice to prospective purchasers of parcels within the property that, pursuant to Broward County Ordinance 2006-37 and consistent with the Federal Aviation Administration's "Change in FAA's Noise Mitigation Policy," effective October 1, 1998, the County will only provide noise mitigation for existing "incompatible development" and not for new incompatible development. The determination of "compatible" and "incompatible development" will be based on the County's most current Federal Aviation Administration ("FAA") approved Noise Exposure Map and the Airport's most current noise compatibility program which has been reviewed and approved by the FAA for the Airport. The applicant should note that the project is not eligible for federal funding to mitigate aircraft noise.

Please do not hesitate to contact me if you have questions or require additional information at 954.359.2291

Sincerely,



William Castillo
BCAD Aviation Planning Manager

cc: Fabiola Branco (fabiola@andersonarchitecture.com)
Michael P. Pacitto, P.G., Director Planning and Environmental

PARCEL I.D. NO.:

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

DENNIS STEWART, ESQUIRE
STEWART & ASSOCIATES

800 E. Cypress Creek Rd. #400

FT. LAUDERDALE, FL 33334

File: 92-247

GRANTEE S.S. NO. FT. LAUDERDALE HOSPITALITY, INC.

GRANTEE S.S. NO.

33013067

Stamps 15,750.00 Tax

Documentary

Intangible

RECEIVED in Broward County as required by

law.

by

Deputy Clerk

RECEIVED

MAY 04 2017

Planning
Department

SPECIAL WARRANTY DEED

THIS INDENTURE made this 14th day of December, 1992 by Resolution Trust Corporation, a corporation organized and existing under the laws of the United States, as Receiver for Gibraltar Savings, F.A., and having its principal place of business at 575 Peachtree Dunwoody Rd., N.W., Atlanta, Ga., 30342, hereinafter called Grantor, to Ft. Lauderdale Hospitality, Inc., whose post office address is: c/o Choice Hospitality, Inc., 4045 S. Orange Blossom Trail, Orlando, Florida, 32839 hereinafter called Grantees,

Grantor, in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars paid by grantee, grants and conveys to grantee that real property located in Broward County Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all the estate and rights of Grantor in such property.

Grantor covenants as follows:

1. That the premises are free from all encumbrances made by Grantor; and;

2. That Grantor will warrant and defend that property hereby conveyed against the lawful claims and demands of all persons claiming by, through, and under him, but against none other.

IN WITNESS THEREOF, Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

Signed, sealed and delivered in our presence,

WITNESSES

Irene M. McDaniel
(Print Name) Irene M. McDaniel

Peggy Olson
(Print Name) Peggy Olson

Resolution Trust Corporation as
Receiver for Gibraltar Savings,
F.A.

Patricia C. Ransom
By: Patricia C. Ransom
Its Authorized Agent and Attorney-in-Fact

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 14th day of December, 1992, before me, an officer duly qualified to take acknowledgements, in the State and County aforesaid, personally appeared Patricia C. Ransom Its Authorized Agent & Attorney-in-Fact, Resolution Trust Corporation as Receiver, for Gibraltar Savings, F.A. personally known to me to be the person described in, and who has produced as identification, and who executed the foregoing instrument and acknowledged before me that they executed the same and did take an oath.

Patricia H. Sims

NOTARY PUBLIC

(Print Name)

COMMISSION EXPIRES:

W:\tech\wp\awd

93 JAN 12 PM 4 10

BK20268P60359

1300
200
15-9

State of California

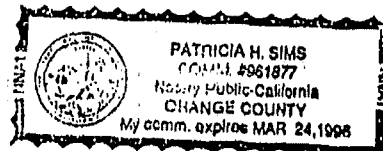
County of Orange

)
) SS.
)

On December 15, 1992 before me, Patricia H. Sims, personally appeared Fredia C. Ransom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature

Patricia H. Sims
Patricia H. Sims



(Seal of Notary)

BK20268PG0360

EXHIBIT "A"
LEGAL DESCRIPTION

That certain Parcel of land situate, lying and being in Broward County, Florida, more particularly described as follows: That part of the West half of the East half of the Southwest quarter of the Northeast quarter lying South of the right-of-way of State Road 84 in Section Twenty (20), Township (50) South, Range Forty-Two (42) East, less the South Thirty (30) feet thereof.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK20268Pg0361

This instrument prepared by:
Jonathan Peservich, Real Property Agent II of
Broward County Real Property Section
and approved as to form by:
Broward County Attorney's Office
115 South Andrews Ave, Suite 423
Fort Lauderdale, FL 33301
954-357-7600



Parcel Folio Number: 5042-20-00-0130

QUIT CLAIM DEED

(Pursuant to Section 125.411, Florida Statutes)

THIS DEED, made on this 12th day of January, 2016, by BROWARD COUNTY, a political subdivision of the State of Florida ("GRANTOR"), whose address is Governmental Center, 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301, and Ft. Lauderdale Hospitality, Inc., a Florida Profit Corporation, ("GRANTEE"), whose mailing address is 2460 State Road 84, Fort Lauderdale, Florida 33312,

WITNESSETH:

That GRANTOR, for and in consideration of the sum of One Hundred Fifty One Thousand and 00/100 Dollars (\$151,000.00), to it in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to GRANTEE, its heirs, successors, and assigns, forever, all of GRANTOR's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida:

See attached Exhibit "A-1".

SUBJECT TO:

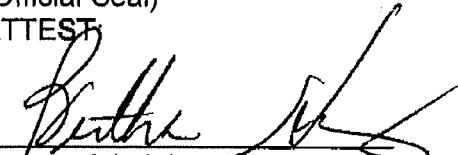
1. All existing public purpose utility and government easements and rights of way.
2. Resolution 2016-026, adopted by the Board of County Commissioners of Broward County, Florida, on 1/12/16 (date), approving the conveyance pursuant to Section 125.35(2), Florida Statutes, said Resolution recorded simultaneously herewith.
3. All other matters of record and taxes for the year 2015, and subsequent years.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

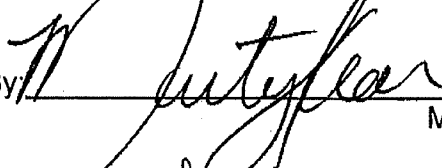
GRANTOR

(Official Seal)

ATTEST

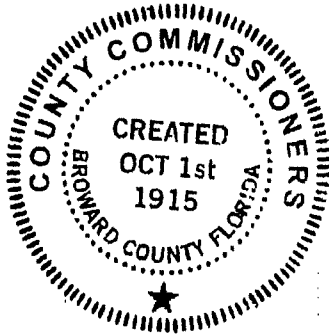

County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

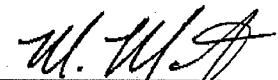
BROWARD COUNTY, FLORIDA
by its Board of County Commissioners

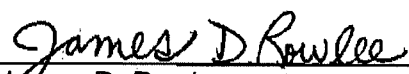
By:  Mayor

12th day of January, 2016.

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641



By:  11/19/15
Moneyede Martin (Date)
Assistant County Attorney

By:  11/19/15
James D. Rowlee (Date)
Sr. Assistant County Attorney

REF: Approved BCC 1/12/16
Return to BC Real Property Section

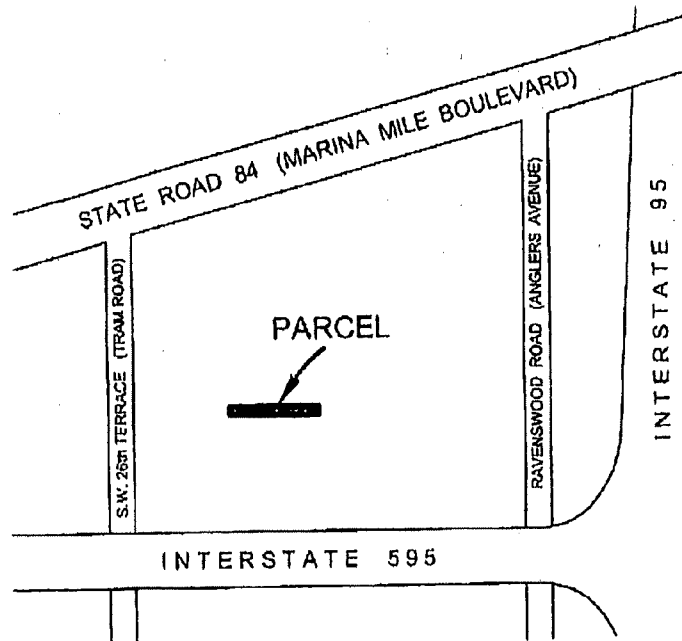
Item No: 36

Exhibit "A-1"

Sketch and Legal Description of Property

SHEET 1 OF 3

SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST



LOCATION SKETCH
BROWARD COUNTY, FLORIDA
 NOT TO SCALE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION CONSISTING OF SHEETS ONE THROUGH THREE IS TRUE, CORRECT AND COMPLETED ON 08-24-15 AND IS DONE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Frank J. Guillano

FRANK J. GUILLANO
 PROFESSIONAL SURVEYOR & MAPPER NO. 5768
 NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF PARCEL A, "84/95 PLAT" AS RECORDED IN PLAT BOOK 142, PAGE 12, BROWARD COUNTY RECORDS, LYING IN SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST; HAVING A BEARING OF N 88°55'28" W.
- 2) UNDERGROUND UTILITIES AND IMPROVEMENTS WERE NOT LOCATED.
- 3) DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
- 4) REFERENCED INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS INDICATED OTHERWISE.

THIS IS NOT A SURVEY,

but only a graphic depiction of the description shown hereon or attached hereto. There are no monuments set in connection with the preparation of the information shown hereon. Broward County makes no representation or guarantees as to the information shown hereon pertaining to easements, rights-of-ways, setback lines, reservations agreements, etc., nor is it the intent of this instrument to reflect all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

LEGEND:

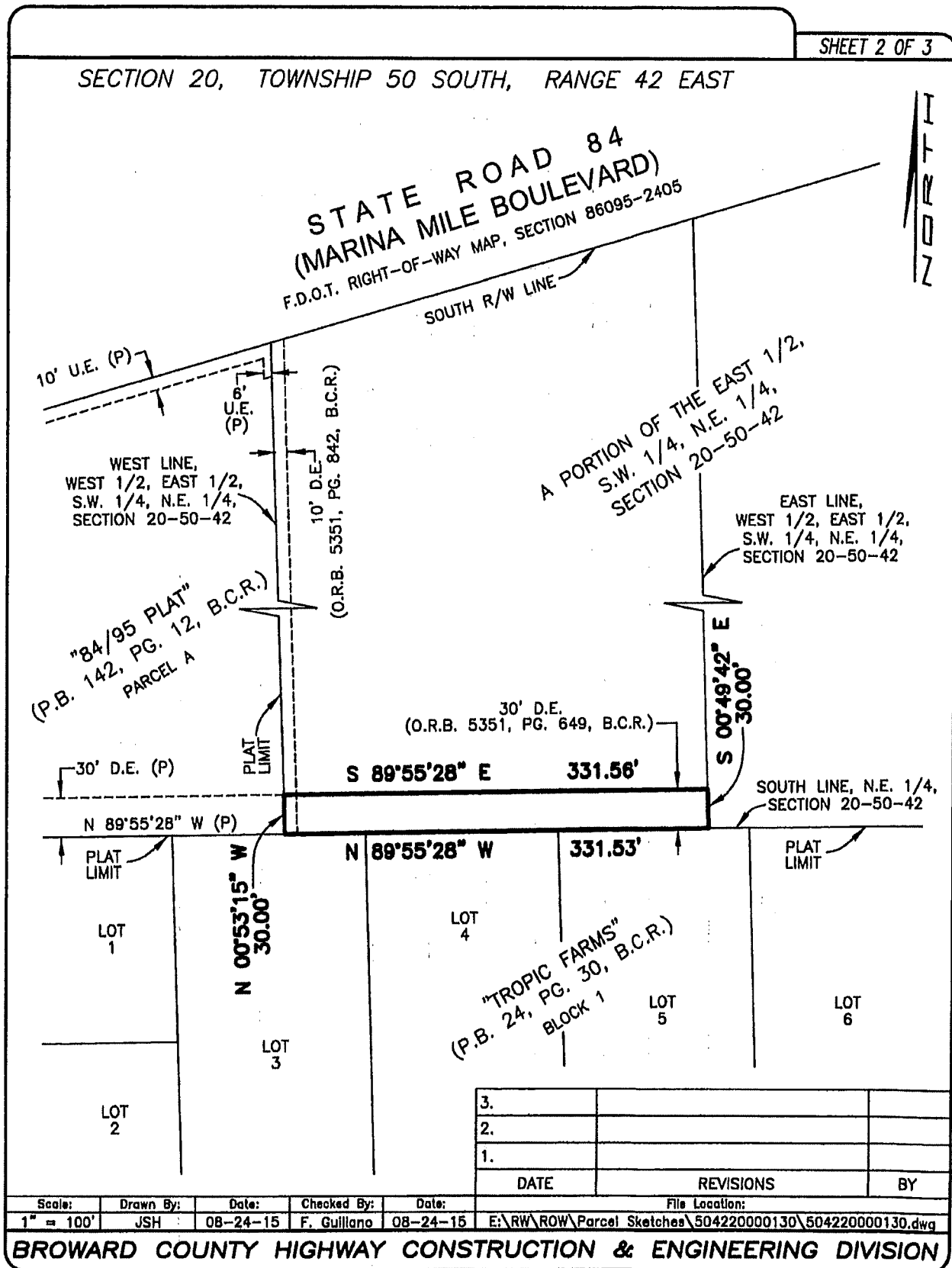
B.C.R. = BROWARD COUNTY RECORDS P.B. = PLAT BOOK
 D.E. = DRAINAGE EASEMENT PG. = PAGE
 O.R.B. = OFFICIAL RECORDS BOOK R/W = RIGHT-OF-WAY
 (P) = PLAT U.E. = UTILITY EASEMENT

2.		
1.		
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	JSH	08-24-15	F. Guillano	08-24-15	E:\RW\ROW\Parcel Sketches\504220000130\504220000130.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

Exhibit "A-1"



SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST

SHEET 3 OF 3

LEGAL DESCRIPTION:

THE SOUTH 30.0 FEET OF THE WEST HALF (W. $\frac{1}{2}$) OF THE EAST HALF (E. $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (S.W. $\frac{1}{4}$) OF THE NORTHEAST QUARTER (N.E. $\frac{1}{4}$) OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST.

SAID LAND SITUATE, LYING, AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINS 9,946 SQUARE FEET, MORE OR LESS.

3.		
2.		
DATE	REVISIONS	BY

Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	JSH	08-24-15	F. Gulliano	08-24-15	E:\RW\RDW\Parcel Sketches\504220000130\504220000130.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

BROWARD COUNTY

2016 Paid Real Estate

Folio: 525669

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
504220-00-0110		See Below	See Below	See Below	0412

FORT LAUDERDALE HOSPITALITY INC
2460 W STATE ROAD 84
FORT LAUDERDALE, FL 33312

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

2460 W STATE ROAD 84
20-50-42
W1/2 OF E1/2 OF SW1/4 OF NE1/4
LESS ST RD & LESS S 30 & LESS
PART OF W1/2 OF E1/2 OF SW1/4 OF
NE1/4 LYING N OF N R/W/L OF

\$227,736.39
LBX-16-00035842
Paid 11/16/2016 Receipt #
11/15/2016 Effective Date Paid By

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY COMMISSION					
COUNTYWIDE SERVICES	5.44740	8,303,210	0	8,303,210	45,230.91
VOTED DEBT	0.22160	8,303,210	0	8,303,210	1,839.99
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.33600	12,145,310	0	12,145,310	64,807.37
CAPITAL OUTLAY	1.50000	12,145,310	0	12,145,310	18,217.97
VOTER APPROVED DEBT LEVY	0.07030	12,145,310	0	12,145,310	853.82
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.04710	8,303,210	0	8,303,210	391.08
OKEECHOBEE BASIN	0.14770	8,303,210	0	8,303,210	1,226.38
SFWMD DISTRICT	0.13590	8,303,210	0	8,303,210	1,128.41
NORTH BROWARD HOSPITAL	1.34620	8,303,210	0	8,303,210	11,177.78
CHILDREN'S SVCS COUNCIL OF BC	0.48820	8,303,210	0	8,303,210	4,053.63
CITY OF DANIA BEACH					
DANIA BEACH OPER	5.99980	8,303,210	0	8,303,210	49,817.60
DEBT SERVICE	0.24640	8,303,210	0	8,303,210	2,045.91
FL INLAND NAVIGATION	0.03200	8,303,210	0	8,303,210	265.70
Total Millage:		21.01860	Ad Valorem Taxes:		\$201,056.55
NON - AD VALOREM TAXES					
Levying Authority	Rate			Amount	
04 DANIA FIRE				25,060.86	
DS DANIA STORM WATER	@ 40.0000			11,108.00	
Non - Ad Valorem Assessments:				\$36,168.86	
Combined Taxes and Assessments:				\$237,225.41	
If Postmarked By	Nov 30, 2016				
Please Pay	\$0.00				

BROWARD COUNTY

2016 Paid Real Estate

Folio: 525669

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Paid 11/16/2016 Receipt # LBX-16-00035842 \$227,736.39
11/15/2016 Effective Date Paid By

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
504220-00-0110

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

FORT LAUDERDALE HOSPITALITY INC
2460 W STATE ROAD 84
FORT LAUDERDALE, FL 33312

If Postmarked By	Please Pay
Nov 30, 2016	\$0.00

Please Pay Only One Amount

Return with Payment



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

May 15, 2017

Engineering Comments

PL-046-17 Dania 84 Hospitality

Surveyor: Pulice Land Surveyors, Inc.

1. No comments on proposed plat.
2. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

Carrie, Anne-Christine

From: Navarro, Ronnie
Sent: Tuesday, April 18, 2017 3:04 PM
To: Lajoie, Corinne; Carrie, Anne-Christine
Cc: Stephanie.Kinlen@kimley-horn.com; eric@andersonarchitecture.com; Chris.Heggen@kimley-horn.com; Pollard, Antoine; Kaine, Brad
Subject: Wyndham Hotel Project (Process No. SP-003-17/SE-004-17)

Hi Corinne,

This is to confirm that the traffic study submitted for the above cited subject project is considered substantially complete and accepted.

Thank you

Ronnie S. Navarro, PE
Deputy Director | City Engineer



Public Services Department | City of Dania Beach
1201 Stirling Road | Dania Beach FL 33004
Office 954-924-6808 ext 3615 | Fax 954-923-1109
rnavarro@daniabeachfl.gov

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure

From: Chris.Heggen@kimley-horn.com [mailto:Chris.Heggen@kimley-horn.com]
Sent: Tuesday, April 18, 2017 12:14 PM
To: Navarro, Ronnie
Cc: Stephanie.Kinlen@kimley-horn.com; eric@andersonarchitecture.com
Subject: RE: Traffic Study in Dania Beach

Ronnie-

Hi; hope all is well. We are attempting to address Comment #9 in the City review comments for the proposed Wyndham Hotel project (Process No. SP-003-17/SE-004-17). The comment is as follows:

"The Applicant is to obtain a statement from the City Engineer stating that the submitted traffic study is complete and accepted prior to public hearing."

For your reference, I have attached a PDF copy of the traffic study that was submitted for this project. Can you provide the necessary statement to confirm that the study is complete? Please contact us with any questions. Thanks.

-Chris

Kimley»Horn

Christopher W. Heggen, P.E. (FL)



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
ROUTING SHEET

Routing Date: May 4, 2017

PZ Log No: PL-046-17

Project: Dania 84 Hospitality

Comments Due: May 18, 2017

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☒ Complies with code as submitted.
☐ Comments to be addressed & plans resubmitted prior to public hearing.
☐ Denied.

Fine R. Cosme
Department

5/16/17
Date



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COST RECOVERY

Project: Dania 84 Hospitality

PZ Log No: PL-046-17
Plan Reviewer: Fire

Please log your time spent on reviewing the plans.

Time spent: 1.5

Rate per hour:

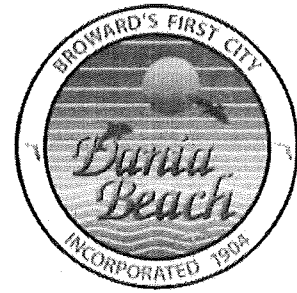
Overtime:

* Cost recovery – no charge on single family home plans, permits and variances.

Landscape Plan Review: Dania 84 Hospitality

PZ Log Number: PL-046-17 Review Number: 1

Reviewer: Daniel Parobok Date: May 17, 2016



The following comments are based on a review of the dated 05/2017, and submitted to the City on 05/4/2017, for compliance with the City of Dania Beach Code of Ordinances:

1. No landscape comments at this time.

Informational notes:

- i. **Please provide a point-by-point response to each of the above comments.**
- ii. Feel free to contact Daniel Parobok at (305) 235-5098 daniel.parobok@metriceng.com for an interim review prior to your next official submittal, to expedite your landscape plan approval process.
- iii. Once landscape plans are finalized, a PDF copy must be submitted via CD or email.

END OF COMMENTS

Carrie, Anne-Christine

From: Lunkins, Angel
Sent: Tuesday, May 09, 2017 10:18 AM
To: Carrie, Anne-Christine
Cc: Lajoie, Corinne
Subject: RE: Code Check- SP-03-17

No code case or violations. Thanks

From: Carrie, Anne-Christine
Sent: Tuesday, May 09, 2017 10:10 AM
To: Lunkins, Angel
Cc: Lajoie, Corinne
Subject: Code Check- SP-03-17

Good morning Angel:
Are there any code violations at the below property?

5042-20-00-0110 at 2460 W. State Road 84.
It is the hotel currently known as the Red Roof Inn.
Let me know,
Thanks

Anne-Christine Carrie

Planner

City of Dania Beach

100 W. Dania Beach Blvd.

Dania Beach, Florida 33004

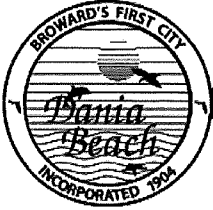
(954)924-6800 Ext. 3654

ACarrie@ci.dania-beach.fl.us

"Established in History, Preparing for Tomorrow"



Please Note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

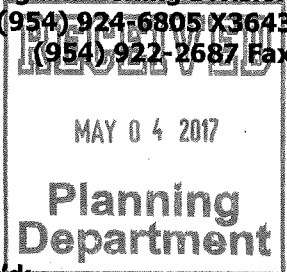


City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☒ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)



Date Recd: _____

Petition No.: _____

PL-046-17

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 2460 W. State Road 84

Lot(s): — Block: — Subdivision: —

Recorded Plat Name: Not platted

Folio Number(s): 5092 2000 0110 Legal Description: SEE ATTACHED

Applicant/Consultant/Legal Representative (circle one) PULICE LAND SURVEYORS, INC.

Address of Applicant: 5381 Nob Hill Road, Sunrise, FL 33351

Business Telephone: (954) 572-1777 Home: — Fax: (954) 572-1778

E-mail address: elizabeth @ pulicelandsurveyors.com

Name of Property Owner: Ft. Lauderdale Hospitality, Inc.

Address of Property Owner: 2460 W. State Road 84, Dania Beach, FL 33312

Business Telephone: (954) 792-4700 Home: — Fax: —

Explanation of Request: Property requires platting for redevelopment
For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 5.45 Gross Acreage: _____ Prop. Square Footage: 237,499

Existing Use: Hotel Proposed Use: SAME

Is property owned individually, by a corporation, association, or a joint venture? CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize POLICE LAND SURVEYORS (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF ~~FLORIDA~~ NEW YORK
COUNTY OF ~~BROWARD~~ WARREN
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 27 DAY OF April, 2019

By:

HANIF KHIMANI
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]

(Signature of Notary Public – State of New York)

HELEN P. TOBIAS
Notary Public, State of New York
Warren Co. #01TO5092357
Commission Expires May 19, 2019

Personally known ☒ or Produced Identification ☐

Type of identification produced: _____ or Drivers License _____

*If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

LEGAL DESCRIPTION:

THAT PART OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE RIGHT-OF-WAY OF STATE ROAD 84 IN SECTION TWENTY (20), TOWNSHIP 50 SOUTH, RANGE FORTY-TWO (42) EAST.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA CONTAINING 237,499 SQUARE FEET (5.4522 ACRES), MORE OR LESS.

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco Salvino, Sr.

From: Robert Baldwin, City Manager 

Date: July 25, 2017

RE: Oasis Program – Third Element

At the last City Commission meeting the City Commission authorized purchase of Smith's Convenience Store. The purchase is complete and the property is scheduled to be vacated by the current tenant by August 15, 2017. As I have told the Commission, we are seeking to purchase adjacent properties if possible.

We are scheduled to bring you a demolition contract at your meeting in August to fund and demolish the building.

You will recall this initiative is in line with the City Commission's policy for the Oasis Program. The Commission authorized, thus far, three elements to the program. Element One is the Oasis beautification project in a targeted neighborhood. Element Two is an operational service element including law enforcement, code compliance, bulk trash removal, community cleanup day/volunteerism, et. al.

Third Element

The third element was conceptually approved by the City Commission for 2014, and is in line with our plans at the Smith's Store property.

At the time of approval of the program I advised the following:

Part of the revitalization of our neighborhoods is improving the quality of housing and encouraging single-family, owner-occupied homes. Dania Beach's home ownership rate is just 57.3%, a full ten percent lower than the Broward County average of 68.1%. A resident who owns and occupies his/her home is likely to maintain the property and be active in protecting the neighborhood.

Tonight we are requesting conceptual approval of a third element of the Oasis program that will authorize staff to develop a program to construct new or renovate single-family, owner-occupied homes on selected City-owned properties.

This element will help:

1. Remove deteriorating buildings and unkempt properties.
2. Increase upscale homes and property values in our neighborhoods.
3. Increase owner-occupied, single-family homes in our City.
4. Provide crime-resistant, high-quality homes to complement our neighborhood revitalization efforts.
5. Provide a cost neutral program, as the homes will be constructed and sold on properties already owned by the City.

I am seeking your approval to continue to apply this policy to the properties relative to Smith's Convenience Store. I believe this part of the Oasis Program will bring a significant economic/public safety boost to that neighborhood.

We are proposing continued pursuit of property purchases and a plan developed to design above market residence (s) in line with the Oasis Program.

If the Commission concurs, staff will bring back a comprehensive policy/plan to implement the program at that location.