

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MAY 23, 2023 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

**DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:**

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. U. S. Small Business Administration Presentation - *Sponsored by Mayor Ryan*
- 2. Education Advisory Board Announcement of the Winner for the City Commission & City Manager Reader's Challenge - Parks and Recreation

3. Broward County Transportation Department Premium Mobility Plan "PREMO" Update
- *Deputy City Manager*

4. PROCLAMATIONS

1. Presentation - Lupus Awareness Month - May 2023 - *Sponsored by Mayor Ryan*
2. Request for Same Day Approval and Presentation - Jewish American Heritage Month - May 2023 - *Sponsored by Commissioner James*

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:
 - March 28, 2023 City Commission Meeting
2. Travel Requests:
 - City Attorney Eve Boutsis to Attend Florida Municipal Attorneys Association Annual Seminar, July 6-8, 2023, Boca Raton
3. Approval of Fiscal Year 2023-2024 Business License Renewals for Auctioneers and Psychics
4. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING THE CITY COMMISSION APPROVE THE THIRD ADDENDUM TO THE 1996 LEASE AND LICENSING AGREEMENT DATED MAY 31, 1996, IN ORDER FOR THE CITY TO USE THE PARKING LOT OF FLORIDA ATLANTIC UNIVERSITY (FAU) ON THE WEEKENDS FOR CITY EMPLOYEES, AND THE EMPLOYEES OF LUCKY FISH AND QUARTERDECK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

5. RESOLUTON NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT PLANT CHEMICAL, OXIDE (QUICKLIME), FROM LHOIST NORTH AMERICA OF ALABAMA, LLC, UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT BID/RFP NO. 20-21B, “FURNISH, DELIVER AND DISCHARGE OF QUICKLIME”, PRICING EFFECTIVE THROUGH OCTOBR 31, 2023, AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00); AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION’S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Sevices)*

6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) UNDER THE LOCAL GOVERNMENT CYBERSECURITY PROGRAM; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING, FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA; AUTHORIZING THE TERMINATION OF THE AGREEMENT WITH SOUTHERN UNDERGROUND INDUSTRIES, INC. FOR THE “REHABILITATION OF LIFT STATIONS 1, 2 AND 3”; AUTHORIZING THE RE-ISSUE OF AN INVITATION TO BID NO. 2022-026 FOR THE “REHABILITATION OF LIFT STATIONS 1, 2 AND 3”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF TWO MILLION FORTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00) APPROVED BY

THE CITY COMMISSION, TO FUND THE INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(*FIRST READING*) (*Public Services*)

2. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 ENTITLED “LAND DEVELOPMENT CODE”, PART 8 ENTITLED “TECHNICAL APPENDIX”, ARTICLE 811, ENTITLED “PUBLIC ART PROGRAM” AT SECTIONS 811-15”, AND SECTION 811-70 ENTITLED “BUILDING PERMITS” TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER’S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER’S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY’S ART FUND FOR USE IN THE CITY’S PUBLIC ART PROGRAM; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING) (*Community Development*)

3. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” AT ARTICLE IV ENTITLED “NOISE” AMENDING SECTION 17-81, ENTITLED “UNREASONABLY LOUD NOISE PROHIBITED”; AMENDING NOISE PROHIBITION HOURS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING) (*Community Development*)

10. DISCUSSION AND POSSIBLE ACTION

1. Dania Pointe Art Exhibition of Totor Sculpture - *City Manager*

11. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner James

3. Commissioner Salvino
4. Vice-Mayor Lewellen
5. Mayor Ryan

12. APPOINTMENTS

1. Dania Beach Housing Authority - 2 Seat Appointments

13. ADMINISTRATIVE REPORTS

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

Tuesday, June 13, 2023 - 5:30 p.m. -----CRA Board Meeting

Tuesday, June 13, 2023 - 7:00 p.m. ----- City Commission Meeting

Tuesday, June 27 2023 - 7:00 p.m. ----- City Commission Meeting

14. ADJOURNMENT



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET - DISASTER LOANS

FLORIDA Declaration 17901 & 17902

(Disaster: FL-00186)

Incident: SEVERE STORMS, TORNADOES, AND FLOODING

occurring: ***April 12 – 14, 2023***

in Broward County, Florida; and for economic injury only in the contiguous Florida counties of: Collier, Hendry, Miami-Dade, and Palm Beach

Application Filing Deadlines:

Physical Damage: ***June 26, 2023*** **Economic Injury:** ***January 29, 2024***

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- **Business Physical Disaster Loans** – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- **Economic Injury Disaster Loans (EIDL)** – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- **Home Disaster Loans** – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- **Credit History** – Applicants must have a credit history acceptable to SBA.
- **Repayment** – Applicants must show the ability to repay all loans.
- **Collateral** – Collateral is required for physical loss loans over \$25,000 and all EIDL loans over \$25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.375%	4.750%
Business Loans	4.000%	8.000%
Non-Profit Organizations	2.375%	2.375%

Economic Injury Loans

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	2.375%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- **Business Loans** – The law limits business loans to \$2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- **Economic Injury Disaster Loans (EIDL)** – The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- **Business Loan Ceiling** – The \$2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.
- **Home Loans** – SBA regulations limit home loans to \$200,000 for the repair or replacement of real estate and \$40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- **Uninsured Losses** – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- **Ineligible Property** – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- **Noncompliance** – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of \$200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- **Businesses** – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- **Homes** – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at <https://disasterloanassistance.sba.gov/ela>. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

Broward County Connects

Live, Learn, Work, and Play

Premium Mobility Plan



Agenda

- Introduction/Background
- The Plan Overview
- Implementation Plan
- Program Risks
- Summary/Next Steps



An aerial photograph of a city skyline, likely Miami, featuring several prominent high-rise buildings. In the foreground, there's a waterfront area with boats docked and palm trees. The sky is blue with some light clouds. The right side of the image is faded to accommodate text.

Strategy

To invest in a countywide network of premium transit services that provide modern convenient mobility that is attractive, safe, reliable, and frequent.

GOALS



Improve Mobility for All



**Integrate and Serve
Communities**



**Implement Equitable
Transit Solutions**



**Enhance Economic
Development and Ensure
Financial Stability**



**Improve Safety, Security, and
Ensure Environmental
Stewardship**

What we gain?

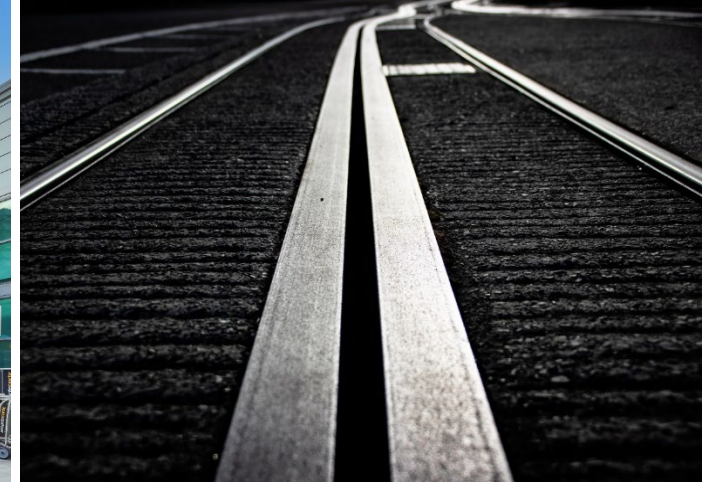
- Over 200 miles of new premium service
- Approximately 23 million annual ridership
- 100% electrified bus fleet
- New Intelligent Transportation Systems (ITS) technology
- Localized aesthetic and architectural enhancements



Connecting Activity Centers

With direct connections to the Airport, Seaport, and Convention Center; Broward County will be one of the leading intermodal transit providers in the country.

Through PREMO we have a unique opportunity to connect Broward County's three major economic engines with fast, reliable and convenient transit service.



According to the American Public Transportation Association, investing in public transportation can create 49,700 jobs for one billion dollars invested and for every one dollar spent yields a five to one economic return.

- New construction and related jobs
- Catalyst for economic development
- A foundation for transit oriented development and affordable housing
- Expanded small business opportunities



Methodology



Analytical Tools

- ISOCHRON



Data Modeling

- FTA Approved STOPS Model



National Cost Analysis

- National Transit Database/APTA



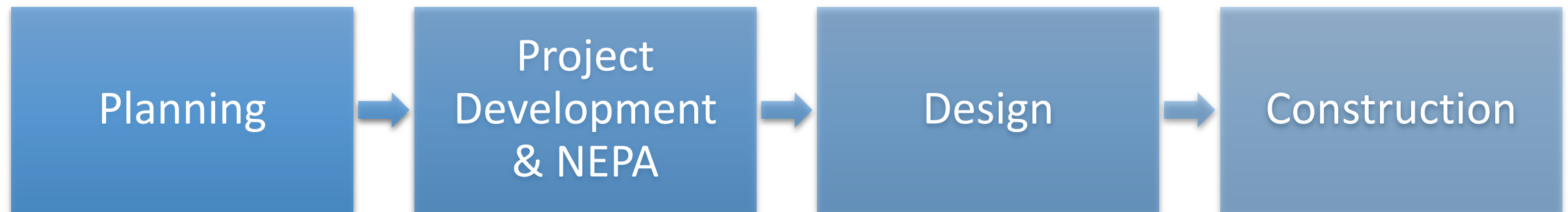
Community Involvement

- Meetings & Community Events





Phases of Project Delivery



Premium Transit Service Characteristics

Services	Branded Service with Traffic Signal Priority (TSP)	Transit Guideway	Frequency of Service (min)	Potential Capacity per Trip	Capital Cost Estimates	O&M* Cost Estimates
Commuter Rail	Yes	Dedicated	30		\$\$\$	\$\$\$
Light Rail Transit (LRT)	Yes	Shared/Dedicated	5-10		\$\$\$\$	\$\$\$\$
Bus Rapid Transit (BRT)	Yes	Shared/Dedicated	10-15		\$\$	\$\$
High Frequency	Yes	Shared	15**		\$	\$

*Operations and Maintenance
**Minimum Headway in Peak Service Only



The Plan



Recommended Network

Mode	Miles
Commuter Rail South	11.5
Light Rail Transit (LRT)	23.3
Bus Rapid Transit (BRT)	76
High Frequency Bus	100

Key

Broward Commuter Rail South

Light Rail Transit

Bus Rapid Transit

High Frequency Corridors

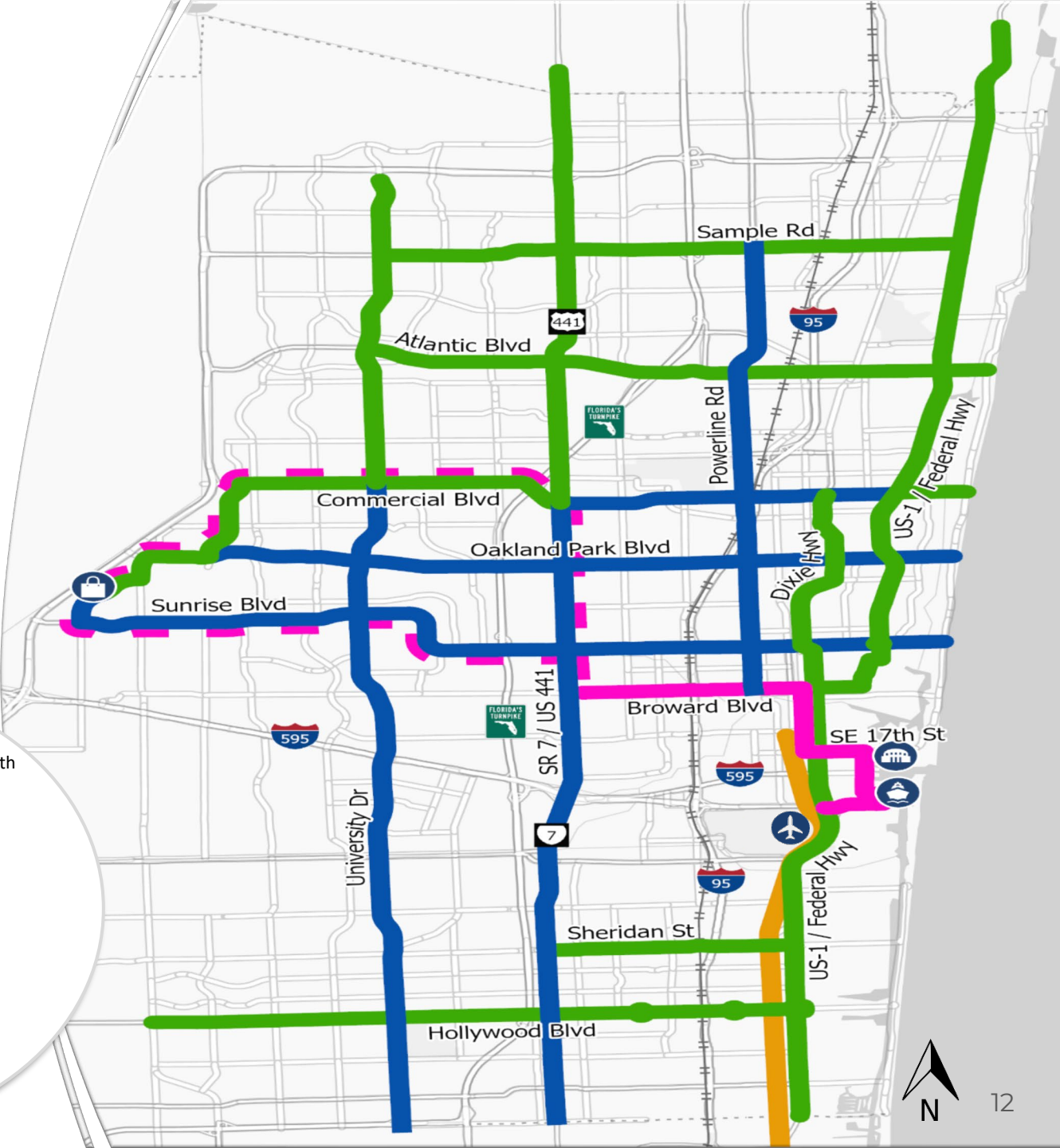
Future Light Rail West Extension Options

Ft. Lauderdale Hollywood International Airport

Port Everglades

Broward County Convention Center

Sawgrass Mills



Broward Commuter Rail South

Project Overview: Provides a regional connection between Broward and Miami-Dade Counties. Includes:

- 11.5 miles of commuter rail on the Florida East Coast (FEC) Railway corridor
- Three stations in Hollywood, Fort Lauderdale-Hollywood International Airport and Fort Lauderdale.

Anticipated Annual Ridership: 1.2M and up to 4.8M including Miami-Dade

Projected Opening: EOY 2027

Estimated Investment: \$297M*

* Does not include PD&E and there are unknown commercial fees for track access.



Source: FDOT PD&E Study for the BCR-South Project

Airport-Seaport-Conv. Center LRT

Project Overview: Initial segment connects the Fort Lauderdale-Hollywood International Airport, Port Everglades, and the Broward County Convention Center. Includes:

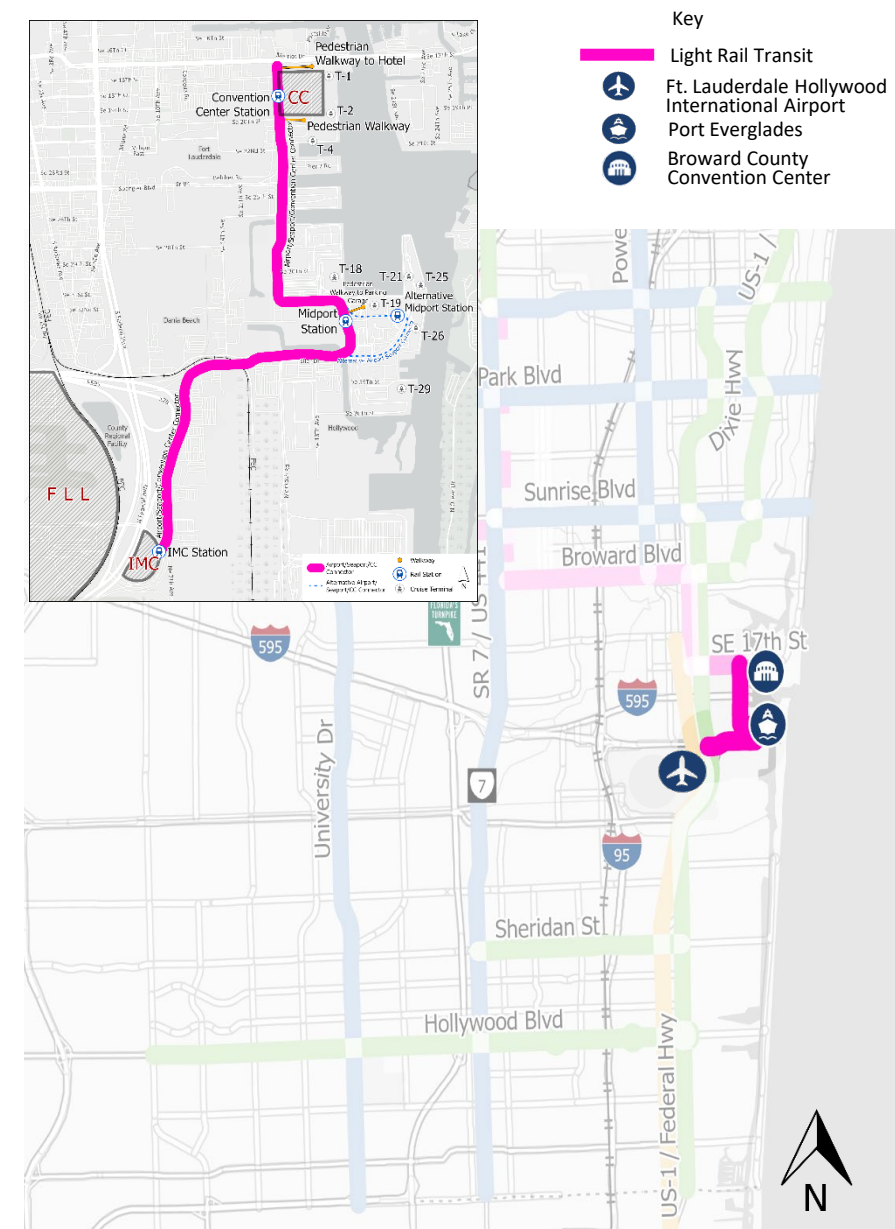
- 3.5 miles of Light Rail Transit (LRT)
- Three stations
- Elevated guideway primarily on Broward County property
- Maintenance facilities location to be determined
- Consideration for future extensions along Broward Boulevard, State Road 7 with east-west connections along Sunrise or Commercial Boulevards, after future performance and studies validate needs

Anticipated Annual Ridership:
130K - 665K

Projected Opening: EOY 2028

Estimated Investment: \$1.25B*

** Does not include permanent light rail maintenance facility/property acquisition costs.*



Downtown Connection LRT

Project Overview: Segment connects the Fort Lauderdale-Hollywood International Airport, Port Everglades, the Broward County Convention Center along SE 17th Street and then north to Downtown Fort Lauderdale. Includes:

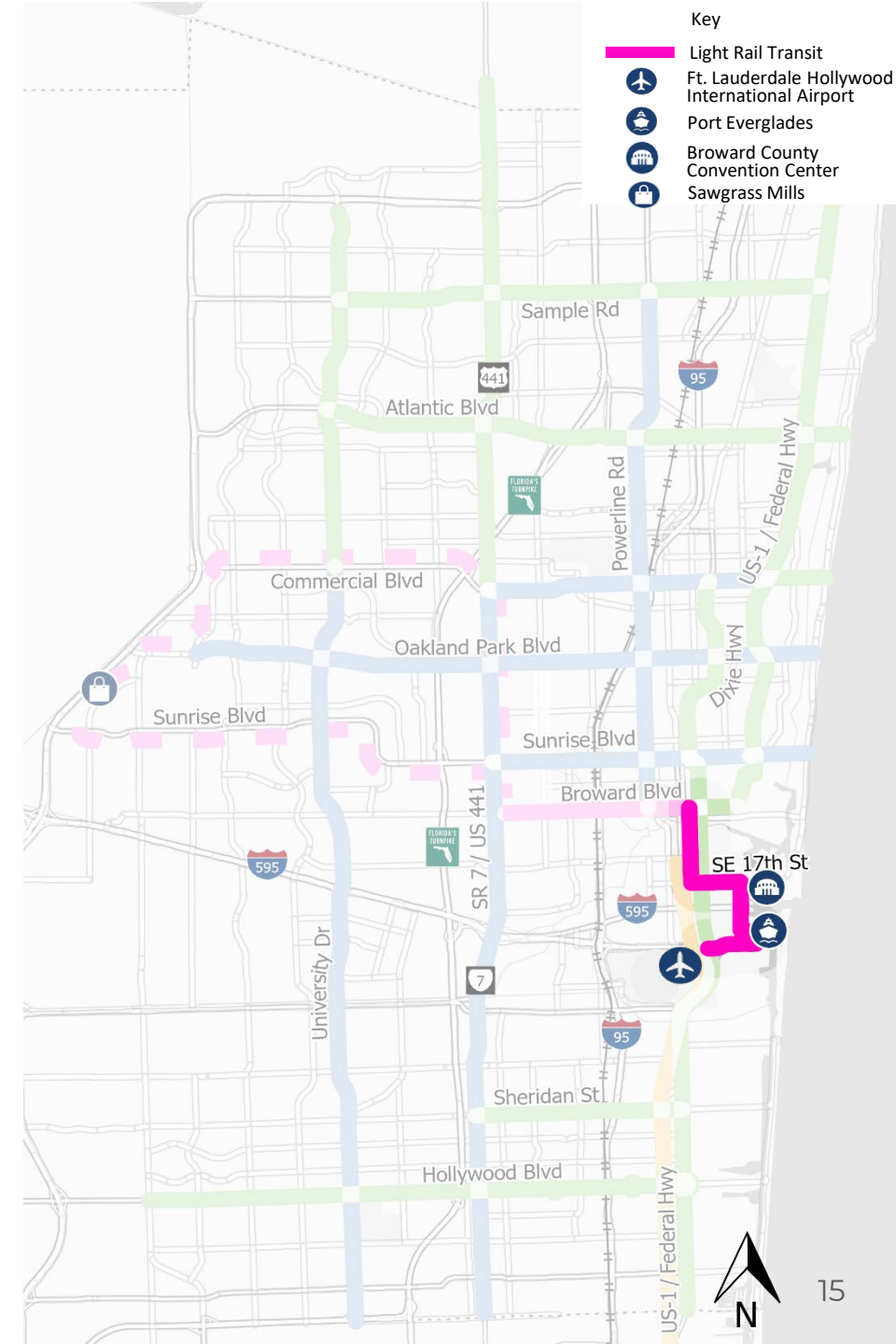
- 3 additional miles of Light Rail Transit (LRT)
- Tracks and stations at street level
- Consideration for future extensions along Broward Boulevard, State Road 7 with east-west connections along Sunrise or Commercial Boulevards, after future performance and studies validate needs

Anticipated Annual Ridership:
1.7M - 2.7M

Projected Opening: EOY 2031

Estimated Investment: \$442M*

** Does not include permanent light rail maintenance facility/property acquisition costs.*



Broward Boulevard LRT

Project Overview: Segment connects Downtown Fort Lauderdale to US 441/SR 7. Includes:

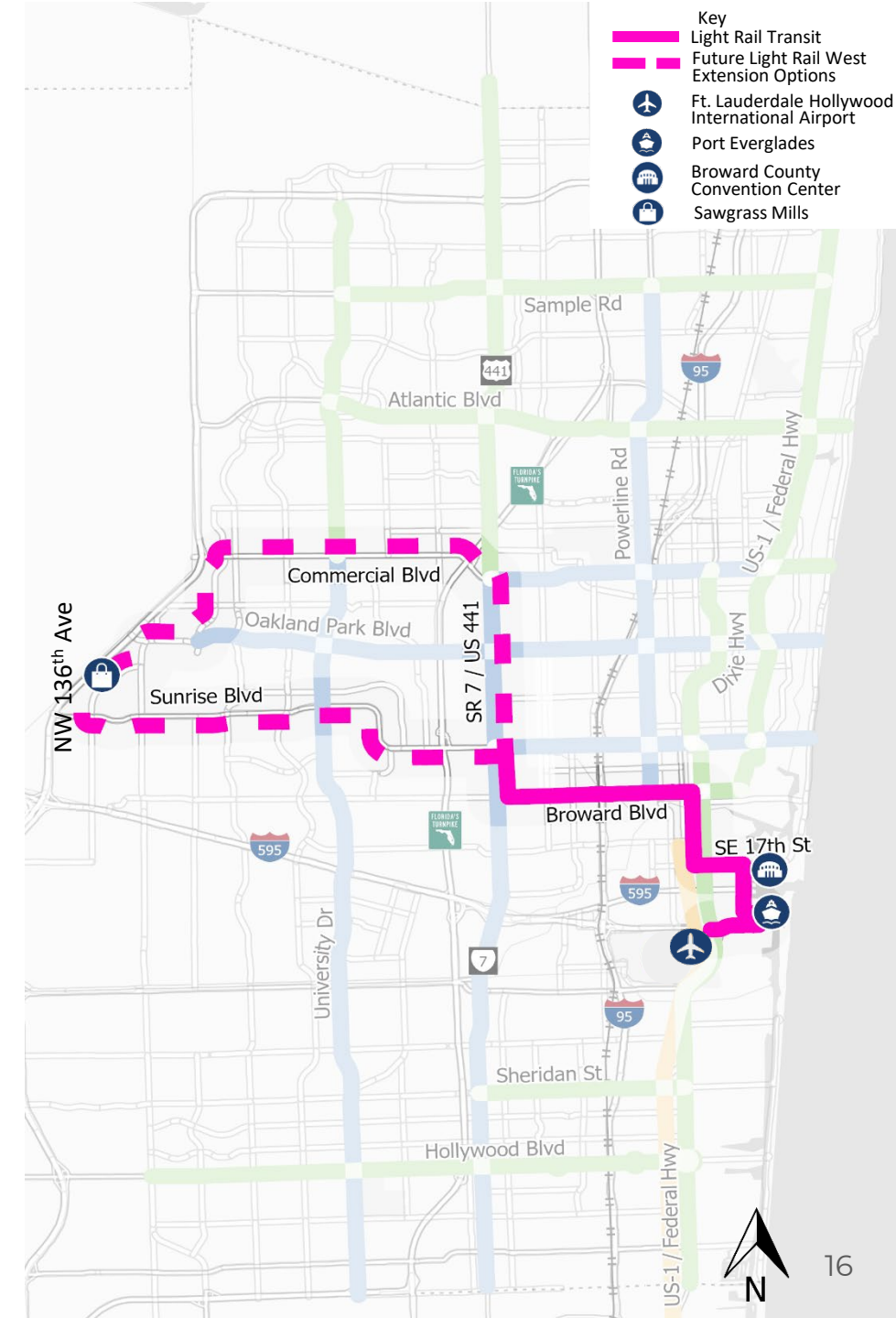
- 4 additional miles of Light Rail Transit (LRT)
- Consideration for extension east-west to State Road 7 north with extensions along Sunrise or Commercial Boulevards, after future performance and studies validate needs

Anticipated Annual Ridership:
1.5M -3.3M without west extension

Projected Opening: EOY 2035

Estimated Investment: \$930M*

** Does not include permanent light rail maintenance facility/property acquisition costs.*



Oakland Park Blvd BRT

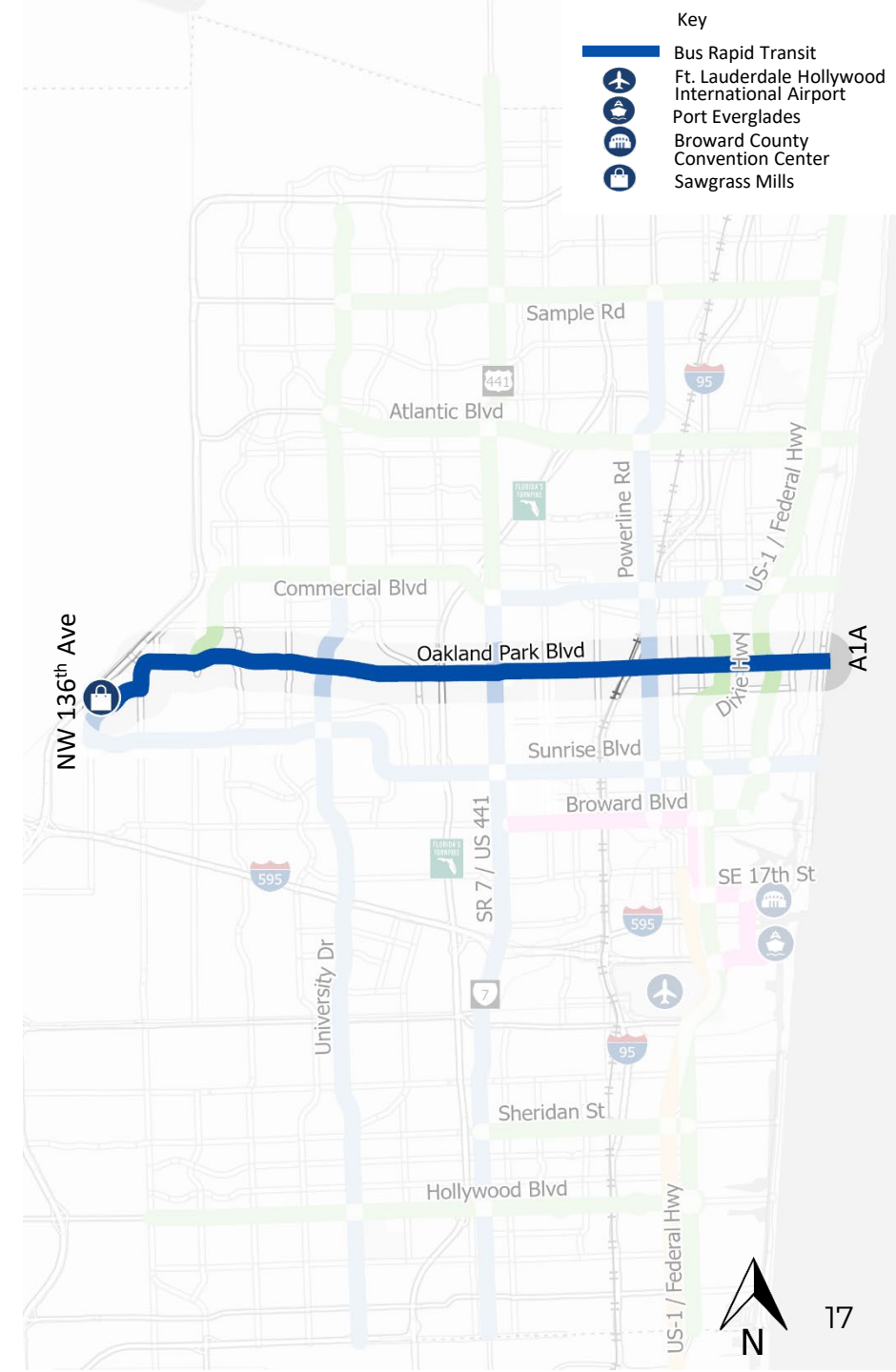
Project Overview: Connects activity centers between A1A and Sawgrass Mills Mall. Includes:

- 15 miles of Bus Rapid Transit (BRT) along Oakland Park Boulevard
- Approximately 16 branded stations
- Exclusive transit lanes where feasible
- Supplemental fixed route local service

Anticipated Annual Ridership:
2.4M - 3.2M

Projected Opening: EOY 2028

Estimated Investment: \$226M



US441/SR 7 BRT

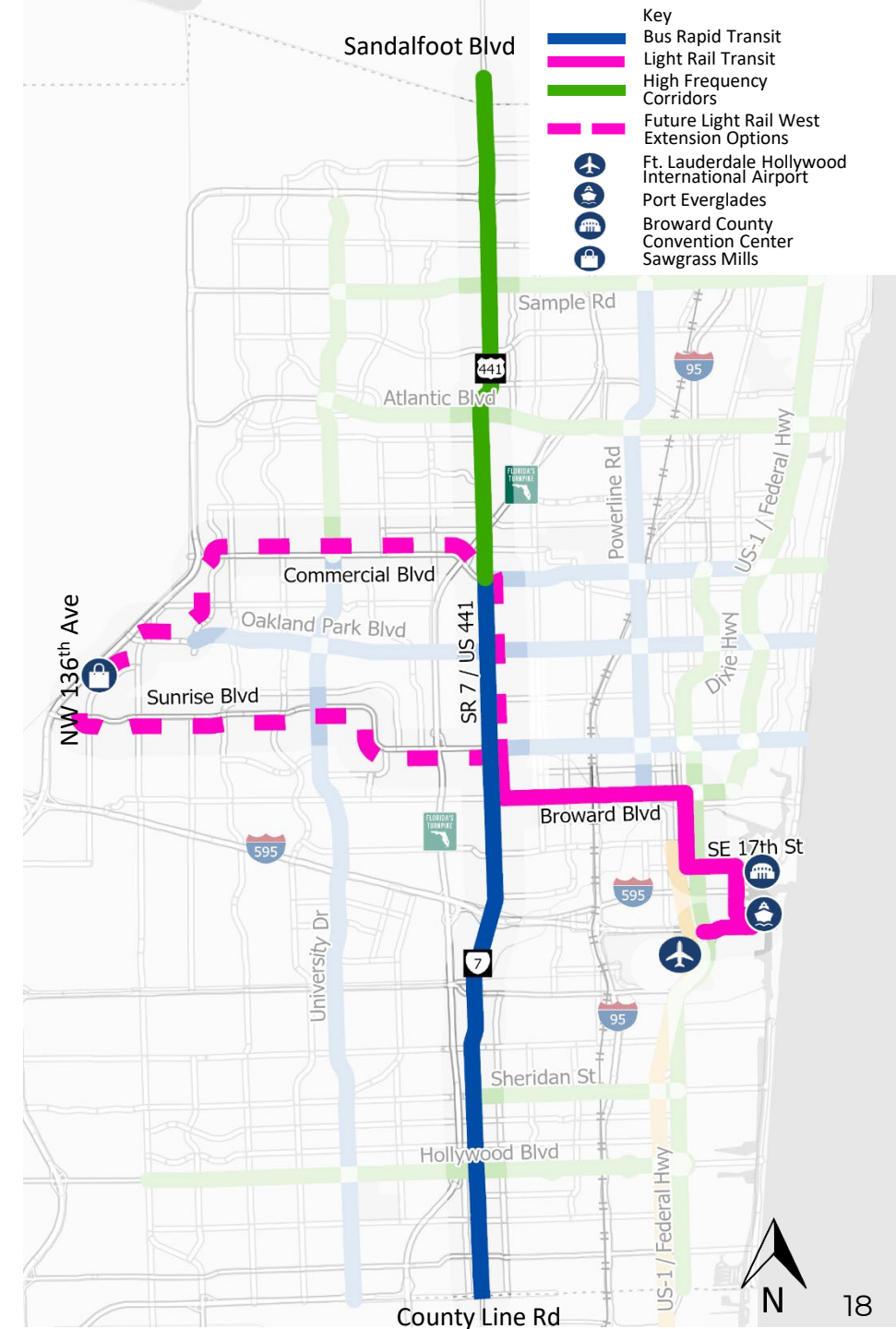
Project Overview: Connects activity centers between Commercial Boulevard and County Line Road. Includes:

- 15 miles of Bus Rapid Transit (BRT) along US441/SR 7 from Commercial Boulevard to County Line Road
- Supplemental High Frequency service from Sample Road to Commercial Boulevard
- Approximately 16 branded stations
- Exclusive transit lanes where feasible
- Potential Light Rail connections

Anticipated Annual Ridership:
1.6M - 3M

Projected Opening: EOY 2030

Estimated Investment: \$221M



Powerline Road BRT

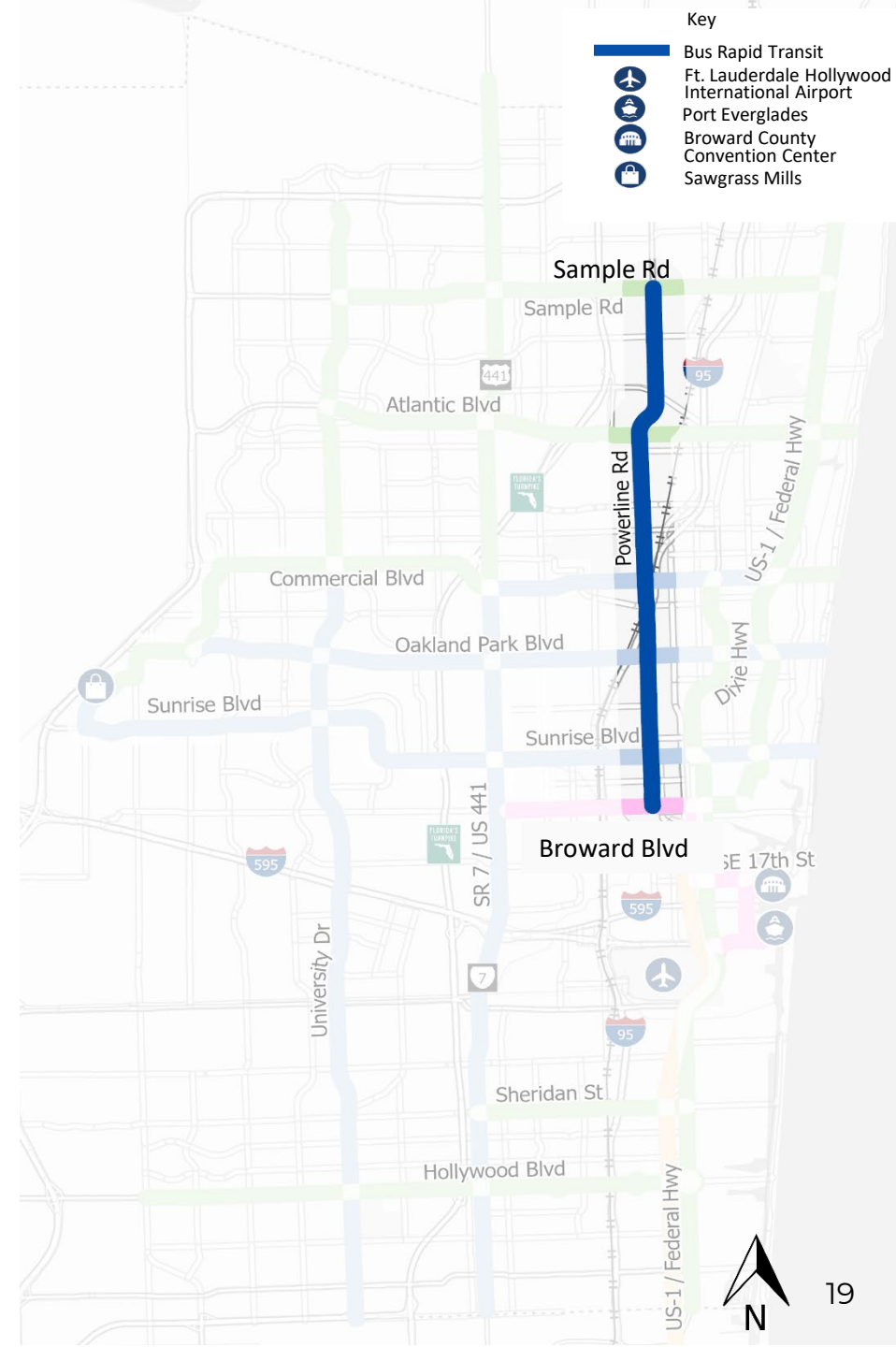
Project Overview: Connects activity centers between Broward Boulevard and Sample Road. Includes:

- 10.5 miles of Bus Rapid Transit (BRT) along Powerline Road
- Approximately 10 branded stations
- Exclusive transit lanes where feasible
- Supplemental fixed route local service

Anticipated Annual Ridership:
1.4M - 2.5M

Projected Opening: Early 2033

Estimated Investment: \$198M



University Drive BRT

Project Overview: Transit improvements between Sample Road and County Line Road. Includes:

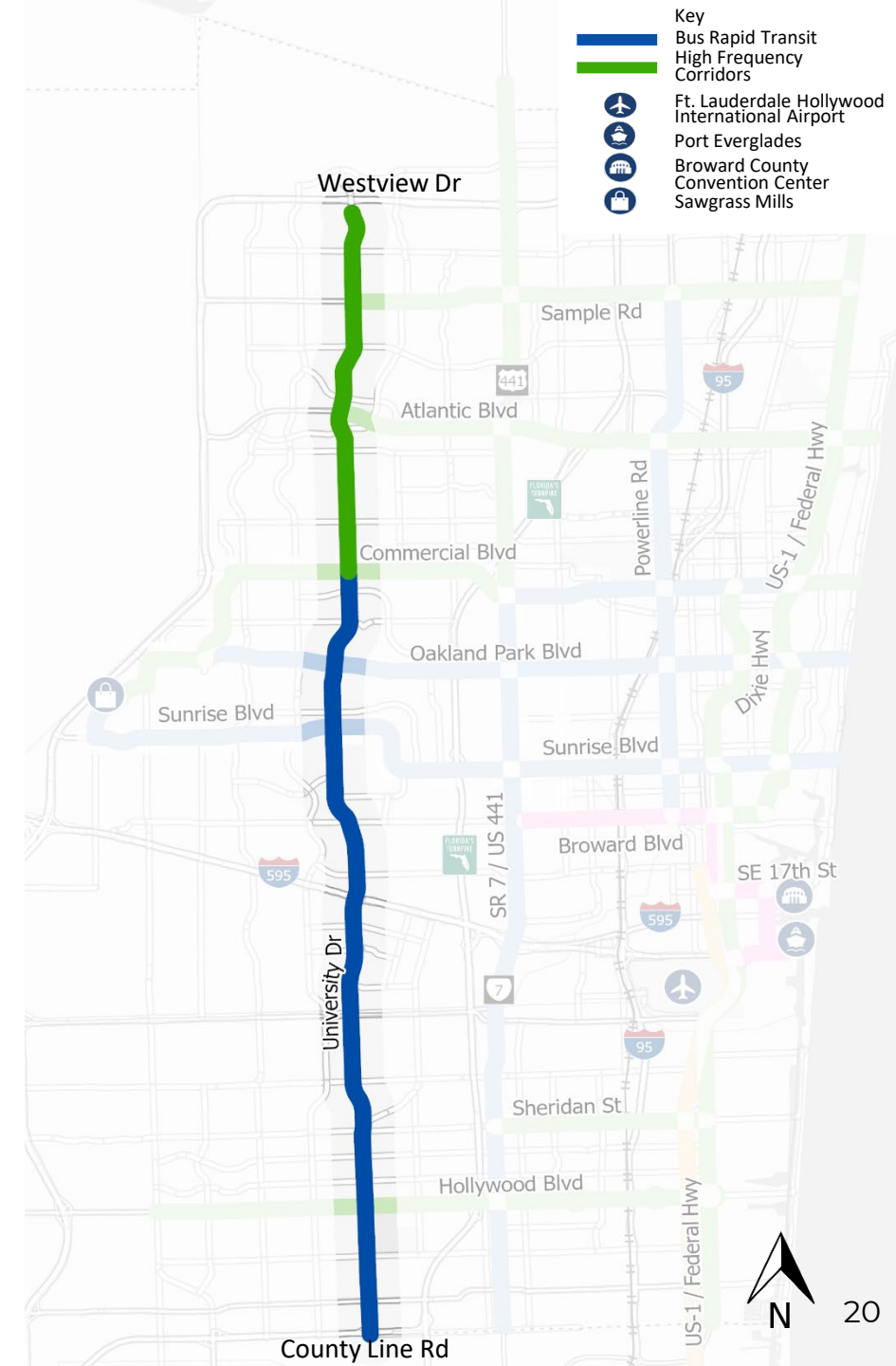
- 16 miles of Bus Rapid Transit (BRT) along University Drive from Commercial Boulevard to County Line Road
- Supplemental High Frequency service from Sample Road to Commercial Boulevard
- Approximately 16 branded stations
- Exclusive transit lanes where feasible

Anticipated Annual Ridership:

2M - 3M

Projected Opening: Mid 2035

Estimated Investment: \$334M



Commercial Boulevard BRT

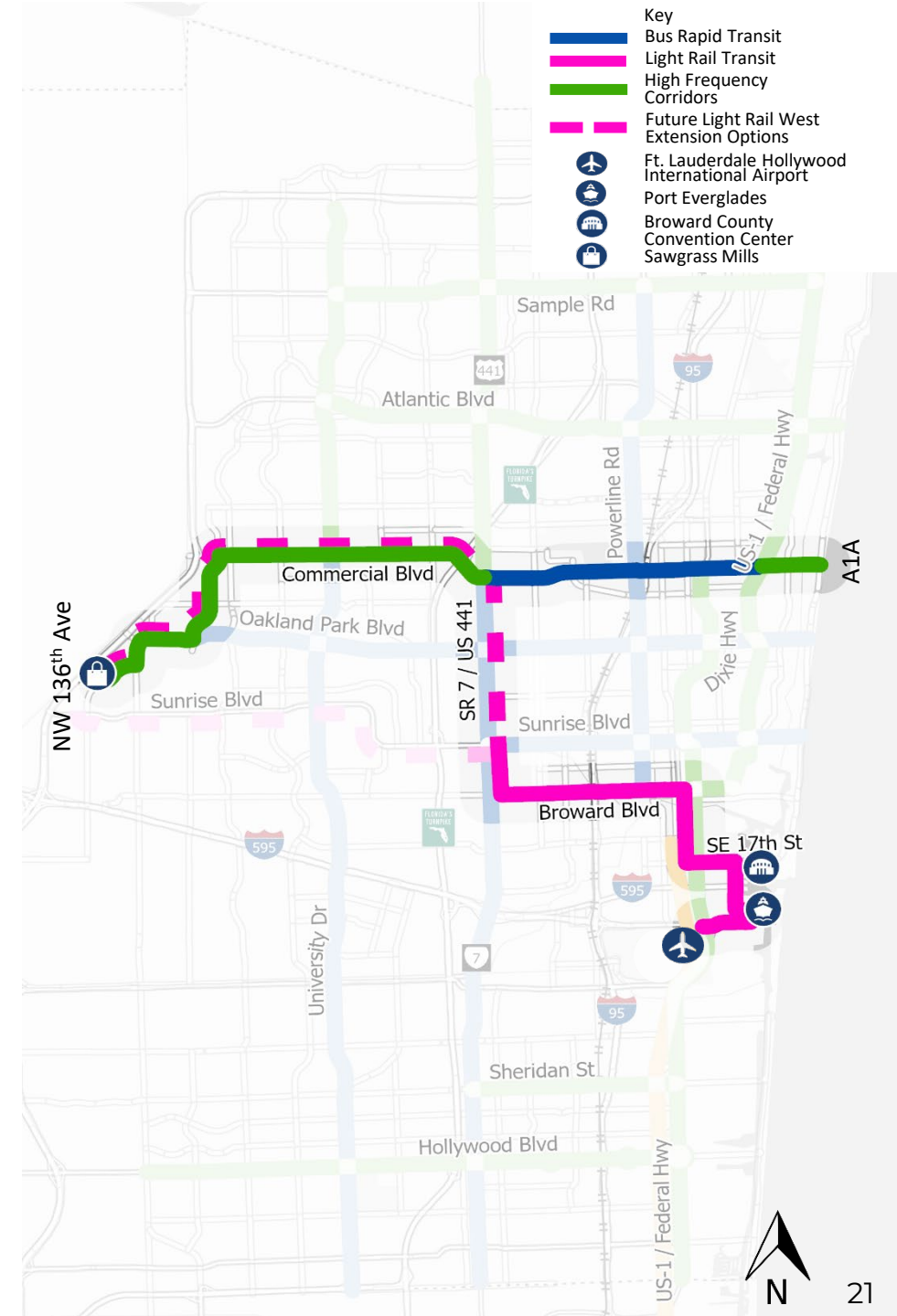
Project Overview: Connects activity centers between A1A and Sawgrass Mills Mall. Includes:

- 5.5 miles of Bus Rapid Transit (BRT) along Commercial Boulevard from US 1 to US441/SR 7
- Supplemental High Frequency service from US441/SR7 to Sawgrass Mills Mall
- Approximately 10 branded stations
- Exclusive transit lanes where feasible
- Potential Light Rail Extension

Anticipated Annual Ridership:
600K - 900K

Projected Opening: EOY 2036

Estimated Investment: \$113M



Sunrise Boulevard BRT

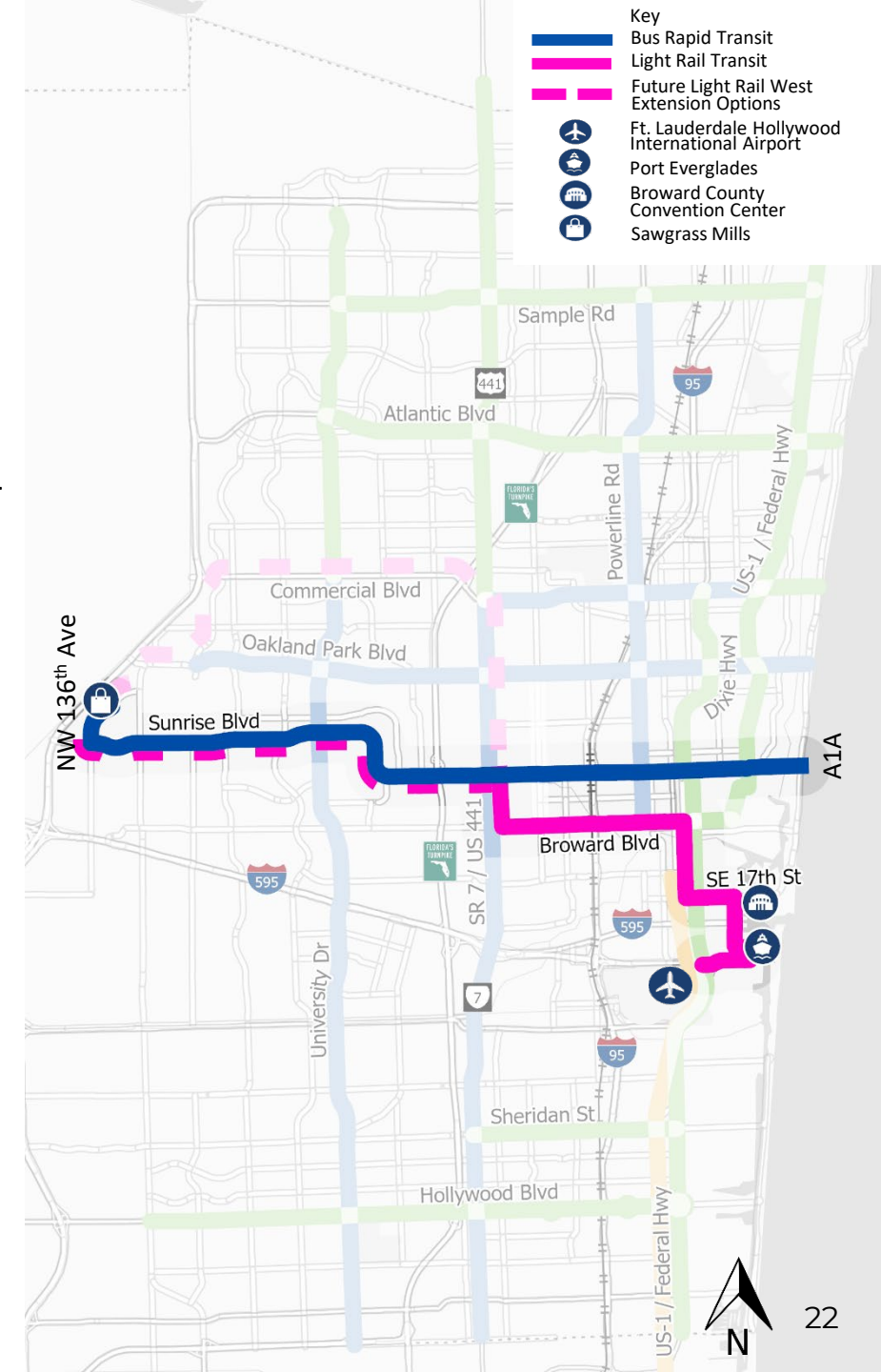
Project Overview: Transit improvements between activity centers from A1A to Sawgrass Mills. Includes:

- 14 miles of Bus Rapid Transit (BRT) along Sunrise Boulevard between US 1 and Sawgrass Mills Mall
- Approximately 12 branded stations
- Exclusive transit lanes where feasible
- Potential Light Rail Extension

Anticipated Annual Ridership:
1.7M - 2.6M

Projected Opening: EOY 2038

Estimated Investment: \$240M





Implementation



Five-Year Look Ahead

2023

PREMO Study
Complete

2024

Pre-Launch Activities

- Service integration
- Bus procurement
- NEPA/PD&E
- Design development
- Workforce readiness

2025

2026

High Frequency
Corridors
Launched

2027

Commuter Rail
Opens

2028

BRT and LRT
Open

Proposed 15 Year Program Implementation Schedule

Corridor	Service	Schedule																		Project Duration	Current Status	Target Revenue Service
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040			
Broward Commuter Rail South	Commuter Rail																			2023-2027	Conceptual Design	2027
Oakland Park Blvd.	BRT																			2023-2028	Conceptual Design*	2028
Airport-Seaport-Convention Center	LRT																			2023-2028	Conceptual Design	2028
Downtown Connection	LRT																			2023-2031	Planning	2031
Broward Blvd LRT	LRT																			2023-2035	Conceptual Design	2035
US 441 / SR 7	BRT																			2024-2030	Planning	2030
Powerline Rd.	BRT																			2026-2033	Planning	2033
University Dr.	BRT																			2027-2035	Planning	2035
Commercial Blvd.	BRT																			2028-2036	Planning	2036
Sunrise Blvd.	BRT																			2030-2038	Planning	2038

*Pending Notice to Proceed

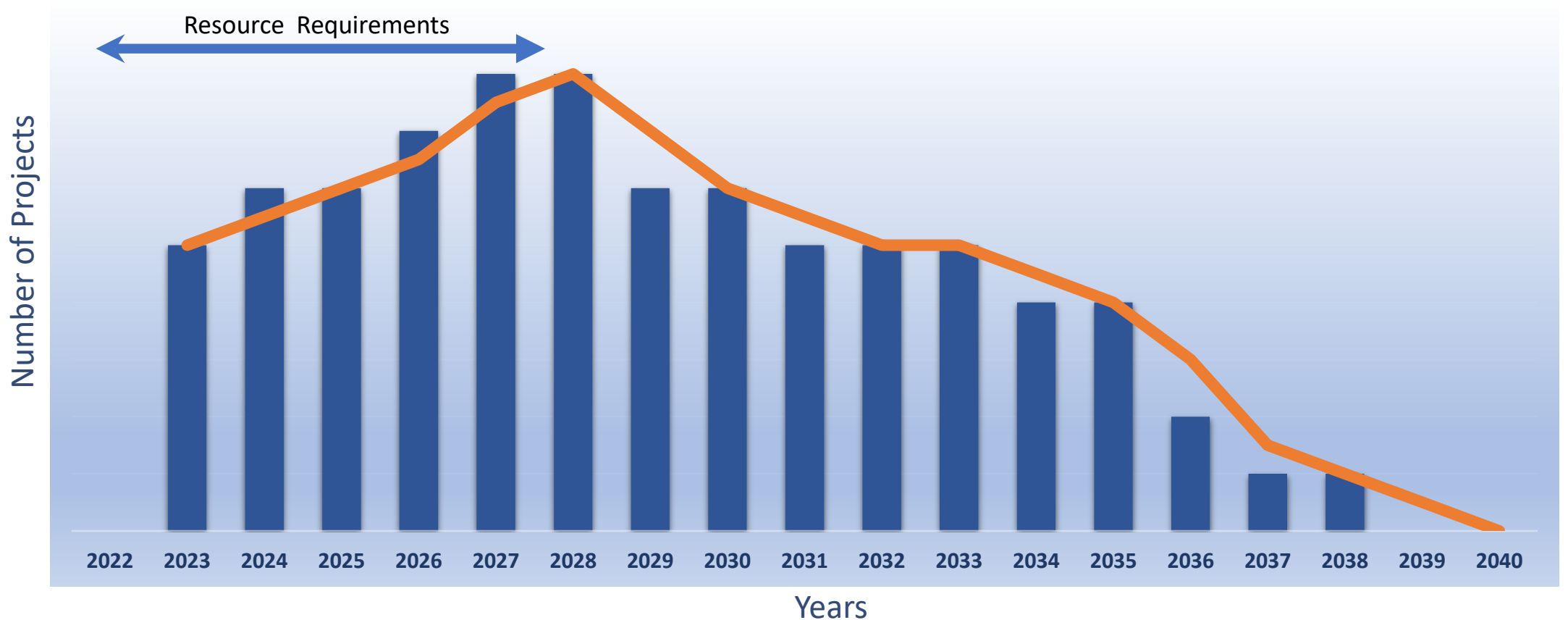
High Frequency Service*

Corridor	Implementation
Sample Road	2026
Hollywood Boulevard	2026
US1/Federal Highway South	2027
US1/Federal Highway North	2027
Atlantic Boulevard	2028
Sheridan Street	2028
Dixie Highway	2029

*May not apply to the entire corridor. Actual limits to be determined through future analysis.

Projects Per Year

During 2027 and 2028, eight ongoing projects will be in various stages of design, construction, testing and commissioning.



How do we get there?

1

Fully Leverage
Internal and
External
Resources

2

Pursue Alternative
Delivery Strategies

3

Generate Fast
Tracked
Procurements

4

Seek and Secure
Alternative
Funding Sources

5

Continuous
Improvement



Program Risks



Program Risks

- Market Pricing Volatility
- Schedule Uncertainty
 - Material and Equipment Availability
 - Consensus Building
 - Federal and State Reviews
- Project Delivery Adoption
- Major Third-Party Agreements (Commercial Terms)
- Regulatory Risk
 - Environmental Reviews
 - Funding Requirements
- Property Availability and Acquisition
- Workforce Readiness and Agency Organizational Maturity
- Public Expectations



Summary Next Steps



Summary

- This transformational effort will redefine service delivery, mobility and connectivity throughout Broward County
- At the end, we will have:
 - Over 200 miles of new premium service (Commuter Rail, Light Rail, Bus Rapid Transit and High Frequency)
 - Connections between the Major County Activity Centers and Communities
 - Enhanced Economic Development Potential
- We need your help, support and guidance



Capital Cost Summary

Mode	Estimated Capital Investment* (\$Million)
Commuter Rail South	297
Light Rail Transit	2,620
Bus Rapid Transit	1,332
High Frequency	125
Total	4,374

* Does not include:

- Unknown commercial fees for track access
- Light Rail west extension or permanent maintenance facility/property acquisition costs
- Operations and maintenance costs



Proposed Schedule

County Commission Feedback and Support	April 17 -26, 2023
Transportation Surtax Oversight Review	April 27, 2023
Pre-Adoption Public Outreach	April 28 – May 22, 2023
Commission Workshop	May 23, 2023
County Board Adoption	June 13, 2023



Broward County Connects

Live, Learn, Work, and Play

Premium Mobility Plan



Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, lupus is an unpredictable and misunderstood autoimmune disease that can cause severe damage to the tissue and organs in the body and, in some cases, death; and

WHEREAS, more than five million people worldwide suffer the devastating effects of this cruel and mysterious disease and each year over 100,000 young women, men, and children around the world are newly diagnosed with lupus, the great majority of whom are women of childbearing age; and

WHEREAS, medical research efforts into lupus and the discovery of safer, more effective treatments for lupus patients are under-funded in comparison with diseases of comparable magnitude and severity; and

WHEREAS, many physicians worldwide are unaware of symptoms and health effects of lupus, causing people with lupus to suffer for many years before they obtain a correct diagnosis and medical treatment; and

WHEREAS, there is a deep, unmet need worldwide to educate and support individuals and families affected by lupus; and

WHEREAS, there is an urgent need to increase awareness in communities worldwide of the debilitating impact of lupus.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, A. J. Ryan IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim **May 2023** as:

Lupus Awareness Month

in the City of Dania Beach and join with the Lupus Foundation of America in calling for an increase in public and private sector funding for medical research on lupus and education for health professionals and the public, and recognition of lupus as a significant public health issue.

Dated this 23rd day of May 2023.

Elora Riera MMC
CITY CLERK



ARCHIBALD J. RYAN IV
MAYOR

SEA IT. LIVE IT. LOVE IT.

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MARCH 28, 2023 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Ryan called the meeting to order at 7:04 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Tamara James
	Marco A. Salvino, Sr.

Absent:	Joyce L. Davis (Excused)
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Elora Riera, MMC

City Attorney Boutsis informed the Commission of a letter submitted by Commissioner Davis which stated that she was attending the National League of Cities Congressional City Conference in Washington D.C. meeting with Federal State Legislators and requested an excused absence from the Commission.

Commissioner James made a motion to approve the excused absence for Commissioner Davis. The motion was seconded by Commissioner Salvino which carried unanimously by voice vote.

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

3.1 2023 Plywood Regatta (*Parks and Recreation*)

City Manager Garcia briefly introduced the item.

Vice Mayor Lewellen made a motion to approve the Plywood Regatta request by staff. The motion was seconded by Commissioner James which carried unanimously by voice vote.

3.2 ~~Height/Density Presentation (*Community Development*)~~

This item was removed from the agenda.

3.3 CDBG Year 49 Five Year Plan Presentation (*Collin Donnelly, CIP Grant Administrator, Public Services*)

Collin Donnelly, CIP Grant Administrator, Public Services provided a presentation to the Commission on the CDBG Year 49 Five Year Plan.

Commissioner James asked what area is being considered for the CDBG Oasis Program in the Byrd Pointe neighborhood and Mr. Donnelly responded that the plan is to start with SW 5th Avenue.

City Manager Garcia took a moment to introduce the new Broward Sheriff's Office, South Region Major, Stephanie Coker

3.4 IT Master Plan Presentation (*Information Technology and Avero Advisors, LLC*)

IT Division Director Darryl McFarlane provided a presentation of the IT Master Plan to the Commission.

Avero Advisors, LLC, Project Manager, Tyler Gallant touched on the different phases that took place to establish the plan, the different deliverables and the strategic roadmap that will be followed within the next five years.

Mayor Ryan asked if the \$1MM increase is the new program that is being implemented and Mr. Gallant responded that it includes software fees, external consulting fees and annual fees from the previous year.

Commissioner James asked of the \$3.4MM what percentage is the fee for Avero Advisors, LLC, and Chief Financial Officer Frank DiPaolo responded that the \$3.4MM is an estimate of if we were to undertake every one of the recommended ideas and options that were in the report and none of that includes their fees. They are just consultants that help us with the work. They are welcome to submit proposals for any work that we do going forward. We do not have an ongoing continuing contract to do more services with them. One of the single biggest costs in the proposal is for replacement of the city's ERP system. It is something that we are going to explore. Another project is looking at putting in the fiber optic down to the beach.

Commissioner James asked for that number to be provided to her and Chief Financial Officer DiPaolo responded that he would get it to her.

Commissioner James asked about the wi-fi for the rest of the City and Chief Financial Officer DiPaolo responded that it is extremely expensive and labor intensive. The plan is to provide wi-fi in the City facilities and the surrounding vicinity would be able to siphon off that wi-fi. We cannot run our own wi-fi and our own telecom throughout the entire City.

3.5 Special Events Application Request to host "Super Car Saturday" Scheduled for April 8, 2023, at the Dania Beach Casino (*Community Development*)

John Hirsch of 800 East Broward Blvd. thanked the Commission for accepting his application in the short timing. BSO will be provided, and it is a three-hour event at the casino.

Commissioner James made a motion to approve the Super Car Saturday request by Mr. Hirsch. The motion was seconded by Vice Mayor Lewellen which carried unanimously by voice vote.

4. Proclamations

4.1 Earth Day 2023 - *(Sponsored by Commissioner Davis)*

Mayor Ryan read the proclamation into the record.

5. Citizen Comments

Michael Owen Sartin of 746 SW Third Street spoke on item 7.5 regarding the renaming of city facilities.

Nickie Hansen of 200 SE 5th Avenue commented on issues at the beach restrooms. She has spoken to Parks and Recreation Director, Eric Brown, and he stated that he would work on the issue. She also commented on the seaweed on the beach and beach passes and the suggestion of extending them to two years.

Discussion ensued on the signage and City Manager Garcia commented that staff was preparing a signage package and it should be ready within the next few weeks.

Commissioner Salvino was in favor of the two-year beach pass. City Manager Garcia agreed and thanked Ms. Hansen for the suggestion.

To answer Commissioner James' question, City Manager Garcia stated that a temporary sign can be placed at the restrooms.

6. Public Safety Reports

BSO Lieutenant Tarala reported on a stolen bike incident that took place and it stated that the juveniles that stole the bike could also possibly be involved with the shoe robbery incident that took place a few weeks ago.

He reported on an incident that occurred at the Motel 6 and a domestic violence incident the following day involving a Father and son where the SWAT were required to intervene. They rescued sixty-four dogs from a home and the owner is being charged with felony animal cruelty. There have been numerous noise and party complaints off West Beach Boulevard and NW 5th Avenue. They have begun an operation to stop the parties.

The Dania Beach substation at Dania Pointe is now open and is staffed with one sergeant, the commercial vehicle detective, their motormen, two homeless outreach detectives and the School

Resource Deputies have desks there. They are staffed with personnel from 6:00 a.m. to 6:00 p.m., the next phase will be to have staff present later and on the weekends.

The 1st annual BSO autism event will be held at Dania Pointe on April 22nd from 10:00 a.m. to 12:00 p.m. and an autistic school will be invited. The exact location has not been determined.

They will have two new cadets from the police academy starting on April 5, 2023.

Commissioner James asked what the Dania Pointe Security Guards roles are, and Lieutenant Tarala responded that they have radios and can contact BSO when needed. They are not armed and should not be engaging in situations and are doing a good job by contacting BSO when needed.

Commissioner James asked about staffing at the substation across from C.W. Thomas Park and Lieutenant Tarala responded that it should be staffed from 6:00 a.m. to 6:00 p.m. Monday through Friday. He would like to get it staffed later but they do not have the CSA to staff any of the substations past 6:00 p.m. There are always deputies coming and going and there are always deputies at C.W. Thomas Park. They would need another CSA position to staff it at night-time.

Captain Sergio Pellecer, BSO District Fire Chief, had a private vendor at the station for their biannual bunker gear cleaning. Class 2301 started on March 6th when they are done with their training, they will culminate with a run from Dania Beach to the fire station. He will advise the Commission of that date. They have participated in ARFF training to assist when they need to respond to the airport for a major fire. On April 19th at 3:30 p.m. they will be hosting a Push-In Ceremony to welcome their new crew.

7. Consent Agenda

Commissioner James made a motion to adopt the consent agenda minus item 7.3 and 7.5. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

7.1 Approval of Minutes:

- February 14, 2023, City Commission Meeting Minutes
- March 14, 2023, CRA Board Meeting Minutes
- March 14, 2023, Special Commission Meeting Attorney/Client Session Minutes

Approved under consent agenda.

7.2 Travel Requests: None

7.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN ITS CAPACITY AS THE BOARD OF TRUSTEES FOR THE MEMORIAL PARK AND WESTLAWN CEMETERIES TO AMEND THE CEMETERY RULES AND REGULATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

This item was pulled from the consent agenda for discussion.

City Attorney Boutsis read the title of the resolution into the record.

Commissioner James requested some clarity on the rules and regulations for the mosaic tiles for the mausoleum, temporary markers, and the holiday schedule. Public Services Director, Fernando Rodriguez, responded that only ceramic material will be allowed. Deputy City Manager Candido Sosa-Cruz clarified that acrylic tiles will no longer be allowed. Any acrylic tile already in place would be grandfathered in. Temporary markers will be installed by cemetery staff for 90 days only and there will be major holidays where burials will not take place.

Commissioner James made a motion to adopt the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

7.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO REQUEST BROWARD COUNTY TO TRANSFER THE VACANT RIGHT-OF-WAY ALONG DANIA BEACH BOULEVARD AND BRYAN ROAD TO THE CITY FOR A PARK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Approved under consent agenda.

7.5 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, OF THE CITY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION" AT ARTICLE V, ENTITLED "RESERVED" BY AMENDING THE ARTICLE NAME TO "NAMING OF CITY FACILITIES", AND CREATING SECTION 2-101, ENTITLED "NAMING OF CITY OWNED FACILITIES" PROVIDING THE AUTHORITY TO THE CITY COMMISSION TO NAME OR RENAME CITY OWNED FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

This item was pulled from the consent agenda for discussion.

City Attorney Boutsis read the title of the ordinance into the record.

Vice Mayor Lewellen would like to be consistent with the other cities and counties that have something similar in place and was concerned with how specific the ordinance was.

Commissioner Salvino commented that it is a first reading and wanted to ensure that there are not any major changes from first to second reading. Attorney Boutsis responded that as long as you do not change the title and you are not adding a new topic, you can make edits.

Commissioner James commented that in redoing C.W. Thomas Park, she saw an opportunity for revenue by naming certain facilities and rooms within the City. She does not agree with the requirement that if a city facility is named after an elected official or incumbent that they cannot run again.

Discussion ensued regarding the notice and voting requirements. The Commission agreed the notification requirement of one mile is excessive and expensive to the City, there was consensus to reduce the notification requirement to 1000 feet and the voting requirement to 4/5 votes. City Attorney Boutsis noted she would make the amendments to the Ordinance and clarified the voting requirement of 3/5 if something criminal occurs otherwise a 4/5 vote is required.

Commissioner Salvino made a motion to approve the ordinance as amended on first reading. The motion was seconded by Commissioner James which carried unanimously on voice vote.

7.6 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE INFORMATION TECHNOLOGY MASTER PLAN PREPARED IN CONJUNCTION WITH AVERO ADVISORS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Information Technology*)

Approved under consent agenda.

8. Bids and Requests for Proposals

There were no bids or requests for proposals on the agenda.

9. Public Hearings

9.1 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-077-22) FOR THE APPLICANT SPIRIT AIRLINES, INC. FOR PROPERTY GENERALLY LOCATED SOUTH OF NORTH MARINER STREET, WEST OF BRYAN ROAD, NORTH OF RADIANT DRIVE AND EAST OF WAY POINTE AVENUE, WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS

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

City Attorney Boutsis read the title of the resolution into the record and swore in anyone who may be speaking on the item. She also asked for any disclosures as to the application and there were none.

Assistant Director of Community Development, Corinne Lajoie, provided a PowerPoint presentation on the application.

Commissioner Salvino asked why there was only one art fee and Assistant Director Lajoie responded that it is the same project and they have reached the maximum cap. Director of Community Development, Eleanor Norena, stated in the ordinance there is a max contribution per development per project. This was phase two of their project and they have already met their threshold of \$250,000.00.

Elizabeth Somerstein of Greenspoon Marder representing the applicants provided their presentation to the Commission.

Commissioner James asked what the community outreach efforts were. Elizabeth Somerstein responded that notices were sent to residents within 1000 feet.

Commissioner Salvino made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

9.2 ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UPDATING CERTAIN PROVISIONS OF CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE" (THE "LDC") BY: (1) AMENDING SECTION 105-90 ENTITLED "OUTDOOR STORAGE CONTAINERS," TO UPDATE THE LIST OF RESTRICTIONS AND ALLOWANCES RELATED TO WHEN AND WHERE TEMPORARY PORTABLE CONTAINERS ARE PERMITTED; (2) AMENDING SECTION 110-200 ENTITLED "OUTDOOR RESTAURANT SEATING" AMEND THE DISTANCE SEPARATION FOR OUTDOOR SEATING WITHIN THE BOUNDARIES OF THE COMMUNITY REDEVELOPMENT AGENCY ("CRA"); (3) AMENDING SECTION 110-320 ENTITLED "MOBILE FOOD VENDING CONDITIONS OF USE" TO UPDATE FOOD TRUCK VENDOR REGULATIONS TO BE CONSISTENT WITH SECTION 110-20; (4) AMENDING SECTION 115-50 ENTITLED "CONDITIONS OF USE" TO BE CONSISTENT WITH THE ABOVE EDITS TO MOBILE FOOD VENDING USE; (5) AMENDING SECTION 220-65 CURRENTLY ENTITLED "ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS; GO SOLAR- BROWARD ROOFTOP SOLAR CHALLENGE PERMITTING PROCESS;" TO REMOVE THE REFERENCE TO "GO SOLAR"; (6) AMENDING SECTION

265-40 ENTITLED "INTERPRETATION OF OFF-STREET PARKING REQUIREMENTS" TO ALLOW PRIVATE GARAGES TO BE COUNTED TOWARDS REGIONAL PARKING; (7) AMENDING SECTION 265-91 ENTITLED, "PARKING REDUCTIONS FOR TRANSPORTATION DEMAND MANAGEMENT STRATEGY IMPLEMENTATION WITHIN THE CRA FORM-BASED DISTRICT (CC, EDBB-MU, SFED-MU, GTWY-MU, NBHD-M, NBHD-RES)", RELATING TO THE ABILITY TO APPLY TO EARN A THREE PERCENT (3%) PARKING REDUCTION PER STRATEGY; (8) AMENDING SECTION 302-10 ENTITLED "PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO BE CONSISTENT WITH SECTION 110-20 OF THE LDC; (9) AMENDING SECTION 635-20 ENTITLED "APPLICABILITY" FOR ADDITIONAL REQUIREMENTS RELATED TO SMALL SCALE SITE PLANS; (10) AMENDING SECTION 710-20 ENTITLED "DEFINITIONS AND TERM USAGE" TO MODIFY DEFINITIONS TO BE CONSISTENT WITH CHAPTER 12; AND (11) AMENDING SECTION 811-70 ENTITLED BUILDING PERMITS; TO CORRECT COMMUNITY DEVELOPMENT NAME; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

Assistant Director of Community Development, Corinne Lajoie provided a presentation on the item and provided an explanation on all the amendments being proposed within the ordinance.

Commissioner James asked about the deletion of the prohibition on Styrofoam and City Attorney Boutsis responded that it can only be regulated on City property.

Commissioner James questioned the 8 day per month maximum and asked how that would be regulated.

Assistant Director of Community Development, Lajoie responded that Certificate of Uses are issued, and Code Compliance is monitoring the food trucks.

Commissioner James made a motion to approve the ordinance on first reading. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

9.3 RESOLUTION NO.2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A MID-YEAR BUDGET AMENDMENT BY THE FINANCE DEPARTMENT TO FUND ADDITIONAL STAFF POSITIONS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND DOLLARS, (\$112,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the resolution into the record.

Chief Financial Officer Frank DiPaolo introduced the item.

Commissioner James asked about the salary for the Marketing Director position and Chief Financial Officer DiPaolo responded it is for a Marketing and Communications Director and the projected amount through year end is \$66,000.00 and that includes all personnel and benefits costs.

Commissioner Salvino questioned the salary for the Marketing Director position and commented that it is a lot of money. He did not realize a Marketing Director made that kind of money.

Discussion ensued regarding the positions, salaries, and future needs of these departments.

Mayor Ryan commented that the position will pay for itself, and he sees the need for both positions.

Vice Mayor Lewellen made a motion to approve the resolution. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

9.4 RESOLUTION NO.2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 49TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$177,575.00), TO PROVIDE FUNDING FOR OASIS NEIGHBORHOOD IMPROVEMENTS IN CDBG ELIGIBLE AREAS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

City Attorney Boutsis read the title of the resolution into the record.

CIP and Grant Administrator, Colin Donnelly introduced the item.

Commissioner Salvino made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

10. Discussion and Possible Action

There was no discussion and possible action items on the agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis was not present.

11.2 Commissioner James

Commissioner James paid her respects to the Covenant School shooting in Tennessee. She thanked our Broward Sheriff's Office team for handling two recent situations peacefully. She congratulated our South Florida sports teams, and thanked Debbie Wasserman Schultz for recognizing her during Women's History Month. She noted that she was a guest speaker at the Gracefully Aging Women's History Month Celebration, and she is asking for support to increase their budget as their membership has increased.

She spoke about the Iftar dinner at the Dawoodi Bohra Community of South Florida for Ramadan and urged the Commission to be connected with them. They are very into community efforts and would like to do one of the beach clean-ups, they will be reaching out to Maxine. She wished everyone a Happy Easter and reminded everyone about the Easter Egg Hunt at Frost Park. She hopes to see everyone at the Arts and Seafood Celebration this weekend.

11.3 Commissioner Salvino

Commissioner Salvino noted that there will not be the first meeting of the month in April due to Passover. He wished everyone a Happy Easter and Happy Passover. He attended the etiquette event for Dania Elementary and Collins Elementary. He thanked the commission for sponsoring the event.

11.4 Vice-Mayor Lewellen

Vice Mayor Lewellen noted she too attended the etiquette event and reminded everyone of the Beach Clean-up event on April 20th for Earth Day. She wished everyone a Happy Easter, Happy Passover, and Happy Ramadan.

11.5 Mayor Ryan

Mayor Ryan thanked staff for their efforts and hard work. He thanked our first responders for protecting the community and keeping everyone safe. He encouraged everyone to come out for the Arts and Seafood Celebration and wished everyone a Happy Easter, Happy Passover, and Happy Ramadan.

12. Appointments

1. Charter Review Board

- Commissioner James - 1 appointment
- Commissioner Salvino - 1 appointment
- 2 Commission appointments ("at large" members)
- 2 Alternate appointments ("at large" alternates)

Commissioner Salvino appointed Jennifer Harley.

Commissioner James deferred her appointment to the next meeting.

The At Large members and At Large alternates are deferred to the next meeting.

Commissioner James made a motion to approve Commissioner Salvino's appointment. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13. Administrative Reports

13.1 City Manager

City Manager Garcia provided samples of the patriotic banners. Mayor Ryan suggested using "Broward's First City". Discussion ensued regarding the design of the banner. There was consensus to replace "Sea it. Live it. Love it" with "Broward's First City".

Mira Stanton of 210 NW 14th Court suggested for the banners to tie in a website to have multiple messages for the community.

City Manager Garcia said she had a conference call with Lyle Sumek our Strategic Planning facilitator. In October they will do a review of the strategic plan as we will be at the 2-year mark.

The City will be hosting an informational community meeting at C.W. Thomas Park on April 13th at 5:30 p.m.

Broward Sheriff's Office has received their railway grant. We will be working with FEC to augment BSO presence along the railway at key intersections in our City. The cost including overtime will be covered by the grant.

The week of March 20th, we received permit approval to commence renovation work at the Women's Club and the Nyberg Swanson House.

We have asked the Dania Beach Chamber to submit their \$10,000 invoice, in order to issue a check to them and begin our renewed partnership. Additionally, she has reached out to them to inquire how they can assist, support, and promote our local businesses so we can include this information in our City Newsletter.

In our Marketing Workshop, she provided some examples of magazines and publications we have been consistently advertising in to promote our City, such as Travel Host, Le Soleil de la Floride, and Family Life. Additionally, our PIO has just sent another beautiful ad to promote our City to be included in the Greater Dania Beach Visitors Guide.

Due to the DOT Canal Rehabilitation Project on Old Griffin and the Federal Highway area, the artwork on the bridge has been covered with plywood for protection. We have inquired, and while the project is scheduled for completion in July, by the last week of April, the artwork on the bridge will be revealed again with the removal of the plywood.

This past Monday, the 20th of March, she had a conference call with Ms. Diana Arteaga, Public Affairs/Community Relations Manager for Coca-Cola, whose office is in Hollywood. She is working locally representing Coca-Cola, we will commence our partnership as she will be putting together a Team for our Earth Day event on April 20th, at the beach. Great opportunities will lie ahead working with Diana and Coca-Cola for the benefit of our community.

13.2 City Attorney

City Attorney Boutsis stated that Hollywood will be approving the second reading of the Annexation Interlocal Agreement. Our 2nd reading will be at the April 25th meeting, she can then send it to the County for final authorization.

13.3 City Clerk - Reminders

- April 19, 2023 City Commission Budget Workshop - 5:00 p.m.
- April 25, 2023 CRA Board Meeting - 5:30 p.m.
- April 25, 2023 City Commission Regular Meeting - 7:00 p.m.

14. Adjournment

Mayor Ryan adjourned the meeting at 9:36 p.m.

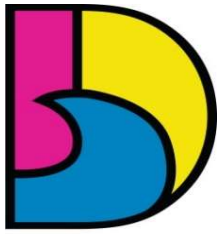
ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach Travel Authorization Form

TRAVELER'S NAME: Eve Boutsis

DEPARTMENT: City Attorney

TRAVELER'S POSITION: City Attorney

DESTINATION: Boca Raton, FL

PURPOSE OF TRAVEL: FMAA 41st Annual Seminar

DATES OF TRAVEL: 7/6/2023 TO 7/8/2023

ACCOUNT NO: 001-14-01-514-40-10

MODE OF TRAVEL:

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

Estimated Expenses:

ITEM	DESCRIPTION					TOTAL
Registration Fee:	FMAA					\$ 350.00
Lodging (# of nights x rate):	The Boca Raton	2	x	\$ 260.00	\$ 520.00	
Parking (# of nights x rate):	Embassy Suites	2	x	\$ 22.50	\$ 45.00	
Mileage (# of miles x mileage rate):	per MapQuest	97.8	x	\$ 0.655	\$ 64.06	
Tolls:	Estimate					\$ 20.00
Meals (Per Diem):	Per Diem Calculator and GSA Per Diem Rate attached					\$ 155.50
TOTAL ESTIMATED EXPENSES						\$1,154.56

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
Date: 2023.05.15 12:52:41 -04'00'

Traveler's Signature:

Date:

Tania Stevens

Digitally signed by Tania Stevens
Date: 2023.05.15 13:00:44 -04'00'

Finance Reviewer's Signature:

Date:

Finance Approver's Signature:

Digitally signed by Adam Segal
Date: 2023.05.15 13:30:40 -04'00'

Date:

Stevens, Tania

From: Melanie Howe <MHowe@flcities.com>
Sent: Thursday, May 4, 2023 11:04 AM
To: Adams, Lori
Subject: FW: FMAA 41st Annual Seminar Registration Confirmation for Eve A. Boutsis (8158)

CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender **and** expect the content.

This is the confirmation email that includes the hotel info -- see link below in Notes section.

From: Member Services <MemberServices@flcities.com>
Sent: Thursday, May 4, 2023 10:51 AM
To: eboutsis@daniabeachfl.gov
Cc: Melanie Howe <MHowe@flcities.com>
Subject: FMAA 41st Annual Seminar Registration Confirmation for Eve A. Boutsis (8158)

FMAA 41st Annual Seminar

The Boca Raton
501 E. Camino Real
Boca Raton, FL 33432
July 6-8, 2023

Thank you for registering for FMAA 41st Annual Seminar. 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) 701-3642
mhowe@flcities.com

Notes:

The 41st Annual Seminar will be held July 6-8, 2023 at **The Boca Raton**. **If you receive this message more than once, please disregard.**

HOUSING INFORMATION: To make your hotel reservations at **The Boca Raton**, please [click here](#). Discounted rates for FMAA start at \$215/night -- see the detailed seminar announcement for complete details and hotel policies. Note that the reservation cut-off date is **June 14, 2023**, but the hotel could sell out before that time, so don't delay. (If the hotel does become sold out, contact [Melanie Howe](#) for a list of alternative suggestions. It is also worth trying back with the hotel from time to time to see if there have been any cancellations.) A credit card is required to guarantee reservations and cancellations must be made at least three days prior to arrival date.

EVENT CANCELLATION POLICY: Cancellations must be sent to [Melanie Howe](#) no later than 5:00 p.m., Friday, **June 23, 2023** in order to be eligible for a refund. No refunds can be made after June 23 and all refunds will be processed after the event.

Registrant Information:

Registration Date	5/4/2023
Name	Eve A. Boutsis
Nickname	Eve
Title	Attorney
Affiliation	Dania Beach
E-mail	eboutsis@daniabeachfl.gov

Registration Details

You are registered for the following:

FMAA 41st Annual Seminar

The Boca Raton
501 E. Camino Real
Boca Raton, FL 33432
July 6-8, 2023

Options:

You are registered for the following:

- Registration Fee (\$350.00)

Payment Receipt

Order Number:	122610
Registration Date:	5/4/2023
Payment Method:	Visa *****9375
Total charges:	350.00
Total payments:	350.00
Balance due:	0.00

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

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- ☐ **Success! Your room is booked.**
Check eboutsis@daniabeachfl.gov to view your confirmation email.

Thanks, Eve! Your itinerary number is 28067B0184229

Room 1 Confirmation #: 35199SE227803

Confirmed

Thank you for choosing our property. We look forward to your arrival.

☐ **ADD TO CALENDAR**

☐ **SHARE**

Room Details

The Boca Raton
501 E Camino Real,
Boca Raton, Florida 33432
855-237-2121
Experience@TheBocaRaton.com

Confirm #35199SE227803

Cloister: Estate View Two Doubles

\$430.00

FMAA Annual Seminar 2023 **2 NIGHTS** ☐

☐ **2307FMAAAN_001 Applied**

Dates

Thu, Jul 6, 2023

Sat, Jul 8, 2023 (2 Nights)

Guests

1 Adult

Guest Information

Eve Boutsis

eboutsis@daniabeachfl.gov

3059786960

Payment Method



Card ending in 9375

CANCEL ROOM

TAXES AND RESORT CHARGE: \$89.80 □

Total: \$519.80

Policies

Check-in

After 4:00 PM

Check-out

Before 11:00 AM

ROOM 1 CLOISTER, ESTATE VIEW TWO DOUBLES

Guarantee Policy

Two nights room and tax required to hold reservation at the time of booking, refundable if cancelled within window. \$519.80 due May 4, 2023 (Hotel Local Time).

Cancel Policy

Cancellation 3 days prior to arrival to receive a refund of your deposit. \$519.80

[VIEW FULL POLICY INCLUDING DAILY RESORT CHARGE \\$45](#)

[CONTACT](#)[RESORT MAP](#)[PRIVACY POLICY](#)[TERMS & CONDITIONS](#)

Round trip from 612 Sevilla Ave

1 hr 49 min
97.8 miles

IRS reimbursement: **\$57.19**



Head toward Segovia St on Sevilla Ave. Go for 174 ft.

Then 0.03 miles



Turn left onto Segovia St. Go for 351 ft.

Then 0.07 miles



Turn right onto Almeria Ave. Go for 0.2 mi.

Then 0.25 miles



Turn left onto SW 42nd Ave (SR-953). Go for 4.1 mi.

Then 4.14 miles



Take ramp onto SR-112-TOLL E (Airport Expy) toward Miami Beach/I-95. Go for 3.2 mi.

Then 3.20 miles



Take the exit toward Ft. Lauderdale/Orlando onto I-95 N. Go for 37.2 mi.

Then 37.18 miles



Take exit 42A toward SR-810 E/Hillsboro Blvd. Go for 0.5 mi.

Then 0.46 miles



Turn right onto W Hillsboro Blvd (SR-810). Go for 0.8 mi.

Then 0.79 miles



Turn left onto N Dixie Hwy (SR-811) toward CR-811 N. Go for 1.0 mi.

Then 0.99 miles



Turn right onto Royal Palm Way toward Royal Palm Way. Go for 509 ft.

Then 0.10 miles



Turn left onto S Federal Hwy (US-1). Go for 0.8 mi.

Then 0.83 miles



Turn right onto E Camino Real toward TX-A1A. Go for 0.5 mi.

Then 0.48 miles

Take the 4th exit from roundabout. Go for 0.2 mi.

Then 0.18 miles



Turn right. Go for 276 ft.

Then 0.05 miles



Boca Raton

501 E Camino Real, Boca Raton, FL 33432-6127



Head west. Go for 194 ft.

Then 0.04 miles



Turn right toward E Camino Real. Go for 0.1 mi.

Then 0.12 miles

Take the 1st exit from roundabout onto E Camino Real. Go for 0.5 mi.

Then 0.49 miles



Turn left onto S Federal Hwy (US-1). Go for 0.9 mi.

Then 0.85 miles



Turn right onto Royal Palm Way toward SW 18 St. Go for 509 ft.

Then 0.10 miles



Turn left onto S Dixie Hwy (SR-811). Go for 1.0 mi.

Then 0.99 miles



Turn right onto W Hillsboro Blvd (SR-810). Go for 1.0 mi.

Then 0.96 miles



Take ramp onto I-95 S (SR-9) toward Miami. Go for 37.1 mi.

Then 37.11 miles



Take exit 4 toward SR-112-TOLL W/Miami International Airport onto I-195 (Airport Expy). Go for 0.7 mi.

Then 0.67 miles



Continue on SR-112-TOLL (Airport Expy). Go for 3.1 mi.

Then 3.13 miles



Take the left exit toward Le Jeune Rd South/Rental Car Center/Cell Phone Lot onto SR-953 S (NW 42nd Ave). Go for 0.6 mi.

Then 0.64 miles



Keep right onto NW 42nd Ave (SR-953). Go for 1.0 mi.

Then 1.00 miles



Keep left onto NW 42nd Ave (SR-953). Go for 2.4 mi.

Then 2.42 miles



Turn right onto Biltmore Way. Go for 0.3 mi.

Then 0.26 miles

Take the 3rd exit from roundabout onto Segovia St. Go for 0.2 mi.

Then 0.22 miles



Turn right onto Sevilla Ave. Go for 174 ft.

Then 0.03 miles



612 Sevilla Ave

Coral Gables, FL 33134-5626



IRS issues standard mileage rates for 2023; business use increases 3 cents per mile

IR-2022-234, December 29, 2022

WASHINGTON — The Internal Revenue Service today issued the 2023 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2023, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 65.5 cents per mile driven for business use, up 3 cents from the midyear increase setting the rate for the second half of 2022.
- 22 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, consistent with the increased midyear rate set for the second half of 2022.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2022.

These rates apply to electric and hybrid-electric automobiles, as well as gasoline and diesel-powered vehicles.

The standard mileage rate for business use 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.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

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

Taxpayers can use the standard mileage rate but generally must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2023-03](#) [PDF](#) contains the optional 2023 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2023 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Page Last Reviewed or Updated: 29-Dec-2022

City of Dania Beach Travel Per Diem Calculator

Traveler's Name: Eve Boutsis

Description of Trip: FMAA 41st Annual Seminar

Destination: Boca Raton, FL

Daily M&IE for FY 2023: \$ 69.00

First Date of Travel: 7/6/2023

Last Date of Travel: 7/8/2023

	Travel		Travel
	THU	FRI	SAT
Date	6-Jul-23	7-Jul-23	6-Jul-23
Breakfast (\$16)		\$ 16.00	
Lunch (\$17)		Included	
Dinner (\$31)		\$ 31.00	
Incidental (\$5)		\$ 5.00	
Total Daily total =	\$ 51.75	\$ 52.00	\$ 51.75

Travel Days Pro-rated at 75% of M&IE \$ 51.75

Total Per Diem Due to Traveler **\$ 155.50**

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



U.S. General Services Administration

FY 2023 Per Diem Rates for Boca Raton / Delray Beach / Jupiter, Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	\$69	\$16	\$17	\$31	\$5	\$51.75

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Approval to renew existing Business Tax Receipts for Auctioneers and Psychics as required by Sections 21-52 and 12-5, of the City's Code.

Purchasing Requests ONLY

Dept:

Acct #:

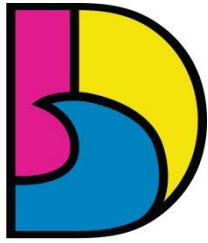
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - BTR Renewal FINAL, Kodner Estate Holdings - 2023, Kodner Galleries Inc - 2023, Psychic Vision Center - 2023, Helen Williams Gifted Psychic- 2023, Josie Johnson - 2023



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

FROM: Adam Segal, Deputy Finance Director

SUBJECT: **Special Business Tax Receipts for FY2023-24**

REQUEST

The Finance Department requests approval to renew existing Business Tax Receipts for Auctioneers and Psychics as required by Sections 21-52 and 12-5, of the City's Code.

BACKGROUND

In order to issue a renewal Business License for the specific businesses listed below, the applicant has been reviewed by Broward Sheriff Office in compliance with State, County and City ordinance. Every renewal for these specific Business Licenses requires consideration and approval or denial by the City Commission due to the nature of their business as provided by the City's Code of Ordinances. Below is a listing of the renewals for FY2023-24 and the year the appropriate license originally went into effect.

1. Kodner Galleries, Inc. – 45 S. Federal Highway (2017)
2. Sandy Demetro (d/b/a Psychic Vision Center) - 4409 Stirling Road (2012)
3. Josie Johnson (d/b/a Psychic Readings) – 219 N. Federal Highway (2012)
4. Gifted Psychic Inc. – 2511 Stirling Road (2015)
5. Kodner Estate Holdings – 13-19 S Federal Highway (2022)

There are no Issues at this time per review by Broward Sheriff's Office.

BUDGETARY IMPACT

The revenue received from renewal of these licenses will be \$6,781.50 for Fiscal Year 2023-24.

RECOMMENDATION

The Finance Department recommends approval to renew existing Business Tax Receipts for Auctioneers and Psychics as required by the City Code of Ordinances.



CITY OF DANIA BEACH emailed-04/11
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

Lic. #: _____
Fee: _____

Business License Application Form



ate of Application: 09/13/2021
roperty Folio: 504234030080

Please fill in all areas as applicable* (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

usiness Information:

ame of Business: Kodner Estate Holdings LLC **Business Phone:** 954-342-9684
/B/A: JOSHUA KODNER AUCTIONEERS, GEMOLOGISTS, APPRAISERS **Business Fax:** n/a
usiness Address: 100 East Dania Beach Blvd, Dania Beach, FL 33004 **Emergency #:** _____
ailing Address: Same as Above **In an Enterprise Zone?** _____
mail Address: clientservices@joshuakodner.com **If yes, # of Employees:** _____
ederal ID (EIN) or Social Security #: 47-3612274 **Dept. of Revenue Sale & Use Tax #:** _____

usiness Owner(s) Name(s)	Address	DOB	Home Phone
Joshua Kodner	750 Harrison St, Hollywood FL 33019	07/03/1991	561-703-1043

erson Applying for License:

ame: Joshua Kodner **Title:** Owner (Within company)
hone: 954-342-9684 **Cell Phone:** 561-685-2407 **Email:** ksn.associates@outlook.com

ype of License Requested (Check one please):

☐ New License ☐ Transfer Ownership ☒ Transfer Location ☐ Home Based Occupation
☐ Update License Information ☐ Business Name Change

roposed Use: **Auction House/Gallery**

Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

pecialized Information (Fill in only if applicable):

estaurant: _____ **Service Station:** _____ **Manufacturer:** _____ **Beauty Salon:** _____ **Real Estate:** _____
(Number of seats) (Number of pumps) (Number of employees) (Number of stations) (Number of salespersons)

insurance/Sanitation Information (REQUIRED):

ame of Insurance Co: Consolidated Underwriters of Miami **Phone:** 305-728-7647
anitation Company: Waste Management **Phone:** 954-974-7500

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

SIGNATURE OF APPLICANT

09/13/2021

DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATIONDepartment of Business
& Professional Regulation[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

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Search](#)[View Application Status](#)[Find Exam Information](#)[Unlicensed Activity Search](#)[AB&T Delinquent Invoice & Activity
List Search](#)

LICENSEE DETAILS

3:38:42 PM 4/1/2022

Licensee Information

Name:	KODNER, JOSHUA (Primary Name)
Main Address:	100 EAST DANIA BEACH BLVD. DANIA BEACH Florida 33004
County:	BROWARD

License Information

License Type:	Auctioneer
Rank:	Auctioneer
License Number:	AU4882
Status:	Current,Active
Licensure Date:	08/04/2017
Expires:	11/30/2023

Special
Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)[View License Complaint](#)2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

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PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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[Find Exam Information](#)

[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity
List Search](#)

LICENSEE DETAILS

3:39:21 PM 4/1/2022

Licensee Information

Name:	KODNER, JOSHUA (Primary Name)
Main Address:	100 EAST DANIA BEACH BLVD. DANIA BEACH Florida 33004
County:	BROWARD

License Information

License Type:	Auctioneers Owner/Shareholder
Rank:	Owners
License Number:	OR2114
Status:	Current
Licensure Date:	03/24/2017
Expires:	

Special Qualifications

Qualification Effective

--

Alternate Names

--

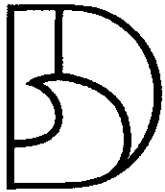
[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-21-219 RECORD #: 004266

BUSINESS NAME: Kodner Estate Holdings, LLC

BUSINESS ADDRESS: 100 E Dania Beach Blvd

BLDG #: BAY #:

BUSINESS PHONE: 954-342-9684

BUSINESS USE(S): Transfer Location (existing business to new location)
*Auction House and Gallery

PROPERTY ZONED: CC FOLIO #: 5042 3403 0080

CERTIFICATE APPROVED BY: Daniel Lozandier DATE: 09/27/2021

LIMITATION(S):

Note: A Business Tax Receipt (BTR) must also be obtained from the City in order to operate a Business

MUST BE POSTED AT BUSINESS LOCATION

ARTICLE IV. - AUCTIONS AND AUCTIONEERS

*Footnotes:**--- (2) ---*

Editor's note— Ord. No. 27-88, §§ 1—10, adopted May 24, 1988, did not specifically amend the Code; therefore, inclusion as Art. IV, §§ 21-51—21-60, was at the discretion of the editor.

Cross reference— Business tax receipt fee schedule, § 15-12.

Sec. 21-51. - License required.

No personal property (goods, wares or merchandise) shall be sold at auction in the City of Dania Beach, Florida, except in compliance with the provisions of this article. It shall be unlawful to sell or cause or permit to be sold at auctions, any personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, unless such sale is conducted by an individual who has applied for and obtained an auctioneer's business tax receipt from the City of Dania Beach.

(Ord. No. 27-88, § 1, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-52. - Issuance and revocation of license.

- (a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.
- (b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:
 - (1) Name of the applicant.
 - (2) Residence and business address of the applicant.
 - (3) The length of time for which an auctioneer's business tax receipt is desired.
 - (4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality,

governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.

- (5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;
 - (7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.
- (c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the city commission shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article. The chief of police shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.
- (d) An auctioneer's business tax receipt may be revoked by the city commission or an application for issuance or renewal of such receipt may be refused by the city commission, if it is determined, after notice and hearing:
- (1) That the applicant or business tax receipt holder is not an individual of good moral character

and business responsibility; or

- (2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or
 - (3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or
 - (4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania Beach, Florida; or
 - (5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or
 - (6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or
 - (7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
- (e) Notice of the hearing provided for in subparagraph (d) above shall be given in writing to the applicant or receipt holder as the case may be. Such notice shall be mailed, postage prepaid, to the applicant or receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 27-88, § 2, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-53. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 27-88, § 3, 5-24-88)

Sec. 21-54. - Business tax receipt fees.

The fees for an auctioneer's business tax receipt shall be as set forth in section 15-12 of the Code of Ordinances of the City of Dania Beach.

(Ord. No. 27-88, § 4, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-55. - Bond.

Every applicant for an auctioneer's business tax receipt shall file with the clerk-auditor of the City of Dania Beach, Florida, a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars (\$1,000.00) with surety acceptable to and approved by the city commission conditioned that the said applicant, if issued an auctioneer's business tax receipt, will comply fully with all the provisions of the ordinances of the city and the statutes of the state regulating and concerning auctions and auctioneers, will render true and strict accounts of all his sales to any person or persons employing him to make the same, will not practice any fraud or deceit upon bidders or purchasers of property from him at any auction sale or suffer or permit any person in his employ to practice any such fraud or deceit, and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the receipt holder, his agent or employees in the conduct of any auction or in the exercise of the calling of auctioneer. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in his discretion in lieu of a bond.

(Ord. No. 27-88, § 5, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-56. - Place of conducting auctions.

- (a) No auction sale of personal property (goods, wares or merchandise) shall be conducted within any of the residential areas of the city except upon the issuance of a special permit therefor by the city commission and in accordance with the express terms of such special permit.
- (b) Application for a special permit to conduct an auction sale of personal property (goods, wares or merchandise) within the areas of the city described in subsection (a) above shall be made to the city commission on a form to be provided by the city upon which shall be stated the nature and quantity of the goods to be sold and the number of days during which it is desired to conduct such auction sale. The city commission shall issue such special permit upon the payment of a fee of fifteen dollars (\$15.00) which fee shall be in addition to and not in lieu of the fees and bond provided for in sections 21-54 and 21-55 respectively, of this article, upon its determination that there is good and sufficient reason for the issuance of such special permit. Such special permit shall specify the place or places within the areas described in subsection (a) above to which it pertains and the number of days for which such special permit is valid.
- (c) The city commission may refuse to issue or renew such special permit or may revoke any special permit already issued, if it determines that there is good and sufficient reason for such refusal or revocation. Any individual aggrieved by the action of the city commission in refusing to issue or

renew or in revoking any such special permit shall have the right to appeal as provided in section 21-53 of this article. In the event that such an appeal be taken, it shall be unlawful for any individual to conduct any sale at auction in accordance with the terms of such special permit.

- (d) No such special permit shall be issued to any individual except one to whom an auctioneer's business tax receipt has been issued under section 21-52 of this article.

(Ord. No. 27-88, § 6, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-57. - Auctions prohibited on streets, sidewalks and public property.

It shall be unlawful to conduct an auction sale of personal property (goods, wares or merchandise) on any of the streets, sidewalks, or public property of the City of Dania, Florida.

(Ord. No. 27-88, § 7, 5-24-88)

Sec. 21-58. - Night auctions of jewelry and certain other articles prohibited.

It shall be unlawful to offer for sale at auction or sell at auction, any gold, silver, plated ware, clocks, watches, diamonds or other precious or semiprecious stones or any imitation thereof, glassware, chinaware or jewelry or any article purporting to be or represented as any of the above-listed articles between the hours of 6:00 p.m. and 8:00 a.m.

(Ord. No. 27-88, § 8, 5-24-88)

Sec. 21-59. - Article not applicable to judicial sales.

The provisions of this article shall not be applicable to auction sales conducted by trustees or referees in bankruptcy, executors, administrators, receivers or other public officers acting under judicial process, nor to the sale of real property at auction.

(Ord. No. 27-88, § 9, 5-24-88)

Sec. 21-60. - Penalties.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 27-88, § 10, 5-24-88)

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



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& Professional Regulation

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LICENSEE DETAILS

9:00:27 AM 6/7/2022

Licensee Information

Name:	KODNER GALLERIES, INC (Primary Name)
Main Address:	JAY I. KODNER P.O. BOX 386 DANIA BEACH Florida 33004-3604
County:	BROWARD
License Location:	45 S FEDERAL HWY DANIA BEACH FL 33004
County:	BROWARD

License Information

License Type:	Auction Business
Rank:	Auction Bus
License Number:	AB355
Status:	Current,Active
Licensure Date:	09/01/1988
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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ARTICLE IV. - AUCTIONS AND AUCTIONEERS

Footnotes:

--- (2) ---

Editor's note— Ord. No. 27-88, §§ 1—10, adopted May 24, 1988, did not specifically amend the Code; therefore, inclusion as Art. IV, §§ 21-51—21-60, was at the discretion of the editor.

Cross reference— Business tax receipt fee schedule, § 15-12.

Sec. 21-51. - License required.

No personal property (goods, wares or merchandise) shall be sold at auction in the City of Dania Beach, Florida, except in compliance with the provisions of this article. It shall be unlawful to sell or cause or permit to be sold at auctions, any personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, unless such sale is conducted by an individual who has applied for and obtained an auctioneer's business tax receipt from the City of Dania Beach.

(Ord. No. 27-88, § 1, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-52. - Issuance and revocation of license.

- (a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.
- (b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:
 - (1) Name of the applicant.
 - (2) Residence and business address of the applicant.
 - (3) The length of time for which an auctioneer's business tax receipt is desired.
 - (4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality,

governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.

- (5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;
 - (7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.
- (c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the city commission shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article. The chief of police shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.
- (d) An auctioneer's business tax receipt may be revoked by the city commission or an application for issuance or renewal of such receipt may be refused by the city commission, if it is determined, after notice and hearing:
- (1) That the applicant or business tax receipt holder is not an individual of good moral character

and business responsibility; or

- (2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or
 - (3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or
 - (4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania Beach, Florida; or
 - (5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or
 - (6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or
 - (7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
- (e) Notice of the hearing provided for in subparagraph (d) above shall be given in writing to the applicant or receipt holder as the case may be. Such notice shall be mailed, postage prepaid, to the applicant or receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 27-88, § 2, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-53. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

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The fees for an auctioneer's business tax receipt shall be as set forth in section 15-12 of the Code of Ordinances of the City of Dania Beach.

(Ord. No. 27-88, § 4, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-55. - Bond.

Every applicant for an auctioneer's business tax receipt shall file with the clerk-auditor of the City of Dania Beach, Florida, a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars (\$1,000.00) with surety acceptable to and approved by the city commission conditioned that the said applicant, if issued an auctioneer's business tax receipt, will comply fully with all the provisions of the ordinances of the city and the statutes of the state regulating and concerning auctions and auctioneers, will render true and strict accounts of all his sales to any person or persons employing him to make the same, will not practice any fraud or deceit upon bidders or purchasers of property from him at any auction sale or suffer or permit any person in his employ to practice any such fraud or deceit, and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the receipt holder, his agent or employees in the conduct of any auction or in the exercise of the calling of auctioneer. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in his discretion in lieu of a bond.

(Ord. No. 27-88, § 5, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

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- (c) The city commission may refuse to issue or renew such special permit or may revoke any special permit already issued, if it determines that there is good and sufficient reason for such refusal or revocation. Any individual aggrieved by the action of the city commission in refusing to issue or

renew or in revoking any such special permit shall have the right to appeal as provided in section 21-53 of this article. In the event that such an appeal be taken, it shall be unlawful for any individual to conduct any sale at auction in accordance with the terms of such special permit.

- (d) No such special permit shall be issued to any individual except one to whom an auctioneer's business tax receipt has been issued under section 21-52 of this article.

(Ord. No. 27-88, § 6, 5-24-88; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 21-57. - Auctions prohibited on streets, sidewalks and public property.

It shall be unlawful to conduct an auction sale of personal property (goods, wares or merchandise) on any of the streets, sidewalks, or public property of the City of Dania, Florida.

(Ord. No. 27-88, § 7, 5-24-88)

Sec. 21-58. - Night auctions of jewelry and certain other articles prohibited.

It shall be unlawful to offer for sale at auction or sell at auction, any gold, silver, plated ware, clocks, watches, diamonds or other precious or semiprecious stones or any imitation thereof, glassware, chinaware or jewelry or any article purporting to be or represented as any of the above-listed articles between the hours of 6:00 p.m. and 8:00 a.m.

(Ord. No. 27-88, § 8, 5-24-88)

Sec. 21-59. - Article not applicable to judicial sales.

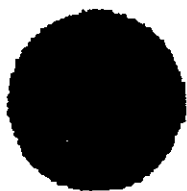
The provisions of this article shall not be applicable to auction sales conducted by trustees or referees in bankruptcy, executors, administrators, receivers or other public officers acting under judicial process, nor to the sale of real property at auction.

(Ord. No. 27-88, § 9, 5-24-88)

Sec. 21-60. - Penalties.

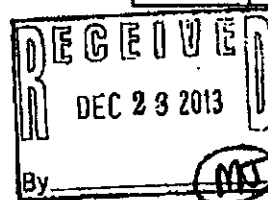
Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 27-88, § 10, 5-24-88)



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-8805 ext 3844 / Fax: 954-924-8812

Lic. #:	
Fee:	



Business License Application Form

Date of Application: 12/27/12
Property Folio: 5041 36030140

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: SANDY DEMETRO Business Phone: 954-278-4848
D/B/A: PSYCHIC VISION CENTER Business Fax: NONE
Business Address: 4409 STIRLING ROAD, DANIA BEACH, FL Emergency #: 954-661-3329
Mailing Address: SAME AS ABOVE Is an Enterprise Zone? N/A
Email Address: NONE If yes, # of Employees: _____
Federal ID (EIN) or Social Security #: _____ Dept. of Revenue Sales & Use Tax #: NONE - EXEMPT

Business Owner(s) Name(s)	Address	DOB	Home Phone
<u>SANDY DEMETRO</u>	<u>4409 STIRLING ROAD</u> <u>DANIA BEACH, FL 33004</u>		

Person Applying for License:

Name: SANDY DEMETRO Title: OWNER (Within company)
Phone: 954-278-4848 Cell Phone: 954-278-4848 Email: NONE

Type of License Requested (Check one please):

- ☒ New License ☐ Transfer Ownership ☐ Transfer Location ☐ Home Based Occupation
☐ Update License Information ☐ Business Name Change

Proposed Use: Psychic Readings, Tarot Card Astrology +
Palmistry Readings on a Fee per Service
basis.

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: _____ Service Station: _____ Manufacturer: _____ Beauty Salon: _____ Real Estate: _____
(Number of seats) (Number of pumps) (Number of employees) (Number of stations) (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: GRADAM INS. CO. Phone: 954-983-9994
Sanitation Company: ACE Phone: 954-472-6700

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

Sandy Demetro
SIGNATURE OF APPLICANT

12/27/12
DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.



CITY OF DANIA BEACH
Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-12-0290 **RECORD #:** 001501
BUSINESS NAME: Psychic Vision Center
BUSINESS ADDRESS: 4409 Stirling Road
BLDG #: **BAY #:**
BUSINESS PHONE: 954-278-4848
BUSINESS USE(S): psychic readings and astrology

PROPERTY ZONED: C-2 **FOLIO #:** 504136030140
CERTIFICATE APPROVED BY: Kristin Dion **DATE:** 10/25/2012

LIMITATION(S):

MUST BE POSTED AT BUSINESS LOCATION



Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-928-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 12/27/12

Business Information

Business Name: PSYCHIC VISION CENTER
Business Address: 4409 STIRLING ROAD
City: Dania Beach State: FL ZIP: 33014
Business Phone: 954-278-4848 Business Fax: NONE
E-Mail Address: ~~AD@PSYCHICVISIONCENTER.COM~~ NONE
Hours of Operation: 10:00 AM TO 11:00 PM

Owner / Manager Contact Information

Name: SANDY DEMETRO
Address: 4409 STIRLING ROAD, DANIA BEACH, FL 33014
Home Phone: 954-572-0846 Cellular: 954-278-4848

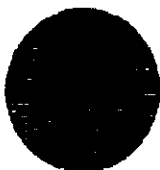
Emergency Contact Information

Name	Telephone
<u>SANTINO DEMETRO</u>	<u>954-661-3329</u>

Comments: _____

For information on this and other crime prevention programs,
please contact our Crime Prevention Unit at 954.928.2400.

Zone # _____



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES
LOCATED AT: 4409 STRUNK RD
LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: _____
AND HAVE LEASED SAID PREMISES TO: SANDY DELGADO
FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: PSYCHIC VISIONS CENTER

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH
INSPECTORS AND AGREE THAT ANY VIOLATIONS (STRUCTURAL, ELECTRICAL, PLUMBING,
MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSOR. I ALSO
UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES
UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR
INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING OBTAINED. LASTLY, ANY
VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH
PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS
OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

[Signature]
SIGNATURE OF OWNER OR AGENT

[Printed Name]
PRINTED NAME

[Title]
TITLE

954 4454772
PHONE NUMBER

10/15/11
DATE

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 15th day of October,
2012, by _____ who is personally known to me or who has
produced Drivers License as identification, and who did (or did not) take an oath.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)



Maíza De Castro
COMMISSION #EE048903
EXPIRES: FEB. 16, 2018
WWW.AARONNOTARY.COM



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

N.A.

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar (\$) value of inventory maintained on the site of

NAME OF BUSINESS is \$ _____

<i>*Please fill in areas where applicable.</i>	
Percent of Inventory as Retail Product: _____ %	Value of Inventory as Retail Product: \$ _____
Percent of Inventory as Wholesale Product: _____ %	Value of Inventory as Wholesale Product: \$ _____
Total of Storage and/or Warehouse Space: _____ Square Feet	

SIGNATURE OF OWNER OR OFFICER

TITLE

PRINTED NAME

DATE

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ who is personally know to me or who has produced _____ as identification, and who did (or did not) take an oath.

NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

Demetro Sandy

Sandy Demetro
4423 West Tradwinds Ave.
Lauderdale by Sea, FL 33208
4/9/12 2971893
Julio Martins 4.5.14

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DIVISION OF CORPORATIONS



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No Filing History

Fictitious Name Detail

Fictitious Name
PSYCHIC VISION CENTER

Filing Information

Registration Number	G12000100989
Status	ACTIVE
Filed Date	10/16/2012
Expiration Date	12/31/2017
Current Owners	1
County	BROWARD
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address
4409 STIRLING ROAD
DANIA BEACH, FL 33314

Owner Information
DEMETRO, SANDY
4409 STIRLING ROAD
DANIA BEACH, FL 33314
FEI/EIN Number: NONE
Document Number: NONE

Document Images
10/16/2012 - Fictitious Name Filing

Note: This is not official record. See documents if question or conflict.

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State of Florida, Department of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G12000100969

Fictitious Name to be Registered: PSYCHIC VISION CENTER

**Mailing Address of Business: 4408 STIRLING ROAD
DANIA BEACH, FL 33314**

Florida County of Principal Place of Business: BROWARD

FBI Number:

**FILED
Oct 18, 2012
Secretary of State**

Owner(s) of Fictitious Name:

**DEMETRO, SANDY
4408 STIRLING ROAD
DANIA BEACH, FL 33314 US**

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

SANDY DEMETRO
Electronic Signature(s)

10/16/2012
Date

Certificate of Status Requested ()

Certified Copy Requested (X)

Rich Seay

From: OnlineWebFic@dos.state.fl.us
Sent: Wednesday, October 17, 2012 3:11 AM
To: RSEAY@RICHARDSEAYATTORNEY.COM
Subject: Fictitious Name Registration - G12000100989; 300240889963
Attachments: CC-G12000100989.pdf; 30889963.tif

Subject: PSYCHIC VISION CENTER

REGISTRATION NUMBER: G12000100989

This will acknowledge the filing of the above fictitious name registration which was registered on October 16, 2012. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website www.sunbiz.org <<http://www.sunbiz.org/>> for Address & FEI/EIN Changes. Please reference the original registration number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Division of Corporations

Florida is headed in the right direction! View Florida's Jobs Growth Chart:

<http://www.flgov.com/photo/view/jobcreationchart.jpg>

The Department of State is leading the commemoration of Florida's 500th anniversary in 2013.

For more information, please go to www.fl500.com.

The Department of State is committed to excellence. Please take our Customer Satisfaction Survey: <http://survey.dos.state.fl.us/index.aspx?email=Onlinewebfic@dos.myflorida.com>

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name **PSYCHIC VISION CENTER**, registered with the Department of State on October 16, 2012, as shown by the records of this office.

The Registration Number of this Fictitious Name is G12000100989.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventeenth day of October, 2012*

Ken Detmer

Secretary of State



BROWARD DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Ft. Lauderdale, Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD:

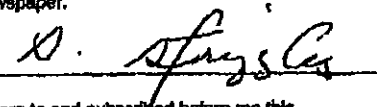
Before the undersigned authority personally appeared
S. STRIGGLES, who on oath says that he or she is the
LEGALS CLERK, of the Broward Daily Business
Review f/k/a Broward Review, a newspaper
published at Fort Lauderdale, in Broward
County, Florida; that the attached copy of advertisement,
being a Legal Advertisement of Notice in the matter of

NOTICE UNDER FICTITIOUS NAME LAW
PSYCHIC VISION CENTER

In the XXXX Court,
was published in said newspaper in the issues of

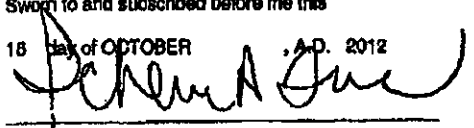
10/16/2012

Affiant further says that the said Broward Daily Business
Review is a newspaper published at Fort Lauderdale, in said
Broward County, Florida and that the said newspaper has
heretofore been continuously published in said Broward County,
Florida and has been entered as second class mail matter at the post
office in Fort Lauderdale in said Broward County, Florida, for a
period of one year next preceding the first publication of the
attached copy of advertisement; and affiant further says that he or
she has neither paid nor promised any person, firm or corporation
any discount, rebate, commission or refund for the purpose
of securing this advertisement for publication in the said
newspaper.

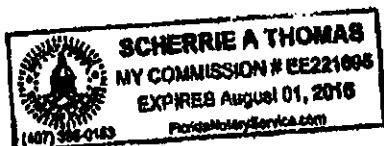

Sworn to and subscribed before me this

16 day of OCTOBER

A.D. 2012


(SEAL)

S. STRIGGLES personally known to me



LICENSE BOND

Bond Number 41267215

KNOW ALL MEN BY THESE PRESENTS:

THAT WE SANDY DEMETRO DBA PSYCHIC VISION CENTER,
as Principal, and PLATTE RIVER INSURANCE COMPANY, a NEBRASKA
Corporation, with principal office at 2121 NORTH CALIFORNIA BLVD, STE 300, WALNUT CREEK, CA 94596-3572
as Surety, are held and firmly bound unto CITY OF DANIA BEACH, FLORIDA,
in the sum of One Thousand and no/100 Dollars (\$ 1,000.00) for which payment well
and truly be made, we bond ourselves, our personal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the condition of this obligation is such that the Principal has obtained a
license from the CITY OF DANIA BEACH, FLORIDA to carry on business as a
FORTUNE TELLER
effective on the 28TH day of NOVEMBER, 2012.

NOW THEREFORE, if Principal shall, during the effective dates of this bond,
faithfully perform all Ordinances, Rules and Regulations, and any amendments thereto, of the
license granted to Principal by the CITY OF DANIA BEACH, FLORIDA, then
this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED that surety may cancel this bond and be relieved of all further liability
hereunder upon giving 30 days notice to the obligee named herein; however cancellation
shall not affect any rights or liabilities which have accrued under this bond prior to the date of
such cancellation. No suit or action shall be brought hereunder by any party other than the
obligee, and no suit or action shall be commenced under this bond more than (1) year from the
expiration or cancellation thereof. Regardless of the number of years this bond remains in
force, or the number of renewal periods, the aggregate liability of the surety under this bond
shall not exceed the penal sum.

Signed, sealed and dated the 11th day of DECEMBER, 2012.

SANDY DEMETRO DBA PSYCHIC VISION CENTER

Principal

Sandy Demetro
By

PLATTE RIVER INSURANCE COMPANY

Kevin Cathcart

Kevin Cathcart, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On December 11, 2012

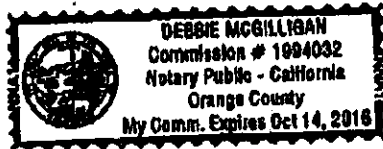
Date

before me, Debbie McGilligan, Notary Public

Here Insert Name and Title of the Officer

personally appeared Kevin Cathcart

Name(s) of Signer(s)



Place Notary Seal Above

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public Debbie McGilligan

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LICENSE BOND #41267216

Document Date: December 11, 2012

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin Cathcart

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing:

PLATTE RIVER
INSURANCE COMPANY

Signer's Name: n/a

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41265183

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

~~KEVIN CATHCART; LORIE MANDEL; KELLY A. SPECHT; NICKI SWARTZ; STEVEN A. SWARTZ; MICHAEL J. WASKO, III;~~
~~TIMOTHY D MARINO~~

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

~~ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$3,000,000.00~~

This Power of Attorney is granted and is signed and sealed by (facsimile) under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof; one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual in such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney, or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
Richard W. Allen III
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY
David F. Pauly
David F. Pauly
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE S.S.

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Expires 12/31/2012

STATE OF WISCONSIN
COUNTY OF DANE S.S.

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 11th day of December 2012



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

November 21, 2012

City of Dania Beach
Community Development Department
Zoning Division
100 West Dania Beach Boulevard
Dania Beach, FL 33004

RE: SANDY DEMETRO d/b/a/ PSYCHIC VISION CENTER
PROPERTY ADDRESS: 4409 Stirling Road, Dania Beach, FL 33314
APPLICATION FOR A CERTIFICATE OF USE

To Whom It May Concern:

Please be advised that this letter is being provided in accordance with the instructions provided in the City of Dania Beach's "Business License Application Information & Requirements".

I have currently published in the Broward Review, on October 16, 2012, my intention and "Notice Under The Fictitious Name Law", to operate my business at the above-stated business location as the Psychic Vision Center in the City of Dania Beach.

My proposed business use and activities will include providing to my customers psychic readings, tarot card readings, astrology readings and palmistry readings, as requested, in a conference room setting on a fee per service basis. If you have any questions or require additional information please contact me.

Sincerely,


Sandy Demetro, Applicant/Business Owner

November 19, 2012

To whom it may concern,

I have the pleasure of knowing Sandy Demetro personally for over five years, and have always know her to be responsible and easy going individual.

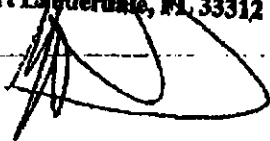
Sandy is an intelligent, capable, dedicated, personable and sensible person.

I feel confident in recommending Sandy. If you have any further questions, please feel free to contact me.

I am happy to provide further information if required.

Sincerely,

Yafa Black
4925 N Harbor Isles Dr.
Fort Lauderdale, FL 33312



972-740-0987

November 19, 2012

To whom it may concern,

I have known Sandy Demetro for about one year.

Sandy is organized, efficient, competent and has an excellent rapport with people of all ages. Her communication skills are excellent.

In summary, I highly recommend Sandy for any endeavor that she may seek to pursue.

I am happy to provide further information if required.

Regards,

A handwritten signature in black ink, appearing to read "Barbara T. Sanchez". The signature is fluid and cursive, with the first name "Barbara" being more prominent and the last name "Sanchez" written in a more compact, flowing style.

Barbara T. Sanchez
5846 Stirling Road
Hollywood, FL 33024-1527
954-963-3886

Chapter 12.5 - FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS^[1]**Sec. 12.5-1. - Business tax receipt required.**

It shall be unlawful to engage in the business of fortunetelling, palmistry, clairvoyancy or astrology in the city unless such business is conducted by an individual who has applied for and obtained a business tax receipt from the city for such business.

(Ord. No. 20-90, § 1, 4-10-90)

Sec. 12.5-2. - Issuance and revocation of business tax receipt.

- (a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.
- (b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:
 - (1) Name of applicant;
 - (2) Residence and business address of applicant;
 - (3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;
 - (4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;
 - (5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;

- (7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.
- (c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the city commission shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter. The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.
- (d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the city commission or an application for issuance or renewal of such business tax receipt may be refused by the city commission, if they determine after notice and hearing that:
 - (1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or
 - (2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;
 - (3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or
 - (4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or
 - (5) The applicant has been convicted of any crime or misdemeanor involving moral

turpitude; or

- (6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
- (e) Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such notice shall be mailed, postage prepaid to the applicant or business tax receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or business tax receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 20-90, § 2, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-3. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 20-90, § 3, 4-10-90)

Sec. 12.5-4. - Business tax receipt fees.

The fees for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall be in the sum of one thousand dollars (\$1,000.00) for each twelve-month period or fraction thereof.

(Ord. No. 20-90, § 4, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-5. - Bond.

Every applicant for a fortunetelling, palmistry, clairvoyancy or astrology license shall file with the clerk-auditor of the city a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars (\$1,000.00) with surety acceptable to and approved by the city commission conditioned that the applicant, if issued a fortunetelling, palmistry, clairvoyancy or astrology license, will comply fully with all the provisions of the ordinances of the city, and the statutes of the State of Florida and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the licensee, his agent or employees in the conduct of the licensee's business. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in its discretion in lieu of a bond.

(Ord. No. 20-90, § 5, 4-10-90)

Sec. 12.5-6. - Place of conducting activities.

No fortunetelling, palmistry, clairvoyancy or astrology activities shall be conducted within any of the residential areas of the city or other areas not zoned for such activity.

(Ord. No. 20-90, § 6, 4-10-90)

Sec. 12.5-7. - New applications and renewals.

The provisions of this chapter shall apply to all new applicants for business tax receipts for fortunetelling, palmistry, clairvoyancy or astrology activities and for all renewals of licenses issued for fortunetelling, palmistry, clairvoyancy or astrology activities that are in effect at the time of the effective date of this chapter.

(Ord. No. 20-90, § 7, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-8. - Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 20-90, § 8, 4-10-90)



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

Lic. #:	
Fee:	

Business License Application Form

Date of Application: 09-28-2015

Property Folio: _____

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: Gifted Psychic Inc. Business Phone: 954-505-7722
D/B/A: n/a Business Fax: n/a
Business Address: 2511 Stirling Rd., Dania Beach 33312 Emergency #: 954-609-2200
Mailing Address: 2511 Stirling Rd., Dania Beach 33312 In an Enterprise Zone? _____
Email Address: n/a If yes, # of Employees: _____
Federal ID (EIN) or Social Security #: 27-0313993 (NS) Dept. of Revenue Sale & Use Tax #: n/a

Business Owner(s) Name(s)	Address	DOB	Home Phone
Helen Williams	2511 Stirling Rd., Dania Beach 33312	3/11/59	954-609-2200

Person Applying for License:

Name: Helen Williams Title: President (Within company)
Phone: 954-505-7722 Cell Phone: 954-609-2200 Email: n/a

Type of License Requested (Check one please):

- ☐ New License ☐ Transfer Ownership ☐ Transfer Location ☐ Home Based Occupation
☐ Update License Information ☒ Business Name Change

Proposed Use:	<u>Astrology, Fortune Telling</u>
---------------	-----------------------------------

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: _____ Service Station: _____ Manufacturer: _____ Beauty Salon: _____ Real Estate: _____
(Number of seats) (Number of pumps) (Number of employees) (Number of stations) (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

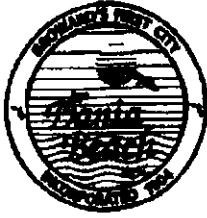
Name of Insurance Co: n/a Phone: _____
Sanitation Company: Ace Waste Services LLC Phone: 954-472-6700

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

Helen Williams
SIGNATURE OF APPLICANT

9-28-2015
DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.



CITY OF DANIA BEACH
Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-15-214 **RECORD #:** 002265
BUSINESS NAME: GIFTED PSYCHIC INC
BUSINESS ADDRESS: 2511 STIRLING ROAD
BLDG #: **BAY #:**
BUSINESS PHONE: 954-505-7722
BUSINESS USE(S): ASTROLOGY - FORTUNE TELLING (CONTINUATION OF A LEGAL
NONCONFORMING USE)

PROPERTY ZONED: C-2 **FOLIO #:** 02232001084
CERTIFICATE APPROVED BY: Mariluz Maldonado **DATE:** 09/29/2015

LIMITATION(S): CONTINUATION OF A LEGAL NONCONFORMING USED PREVIOUSLY
APPROVED BY CU-13-253
MUST MAINTAIN VALID CITY LICENSES FOR LEGAL NONCONFORMING
STATUS

MUST BE POSTED AT BUSINESS LOCATION



Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-926-2400



Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 9-28-2015

Business Information

Business Name: Gifted Psychic Inc.

Business Address: 2511 Stirling Rd.

City: Dania Beach State: FL ZIP: 33312

Business Phone: 954-505-7722 Business Fax: n/a

E-Mail Address: n/a

Hours of Operation: 9:00 AM - 10:00 P.M.

Owner / Manager Contact Information

Name: Helen Williams

Address: 2511 Stirling Rd., Dania Beach, FL 33312

Home Phone: 954-505-7722 Cellular: 954-609-2200

Emergency Contact Information

Name	Telephone
<u>Helen Williams</u>	<u>954-609-2200</u>

Comments: _____

For information on this and other crime prevention programs,
please contact our Crime Prevention Unit at 954.926.2400.

Zone # _____



CITY OF DANIA BEACH
Local Business Tax Receipt Division
 100 W Dania Beach Blvd. Dania Beach, FL 33004
 Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES
 LOCATED AT: 2511 Stirling Road, Dania Beach, FL 33312

LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: _____

AND HAVE LEASED SAID PREMISES TO: Gifted Psychic Inc.

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Astrology and Fortune
 Telling.

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH
 INSPECTORS AND AGREE THAT ANY VIOLATIONS (STRUCTURAL, ELECTRICAL, PLUMBING,
 MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO
 UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES
 UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR
 INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY
 VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH
 PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS
 OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

Jan Natas
 SIGNATURE OF OWNER OR AGENT

Jan Natas
 PRINTED NAME

Owner
 TITLE

954-319-6690
 PHONE NUMBER

9-16-15
 DATE

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 16th day of September
2015, by Jan Natas who is personally know to me or who has
 produced FL Drivers License as identification, and who did (or did not) take an oath.

Laure Attar
 NOTARY PUBLIC
 MY COMMISSION EXPIRES:

(SEAL)



LAURE ATTAR
 MY COMMISSION # FF 128758
 EXPIRES: June 2, 2018
 Broward County Budget History Services



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar (\$) value of inventory maintained on the site of

Gifted Psychic Inc.
NAME OF BUSINESS

is \$ 0

**Please fill in areas where applicable.*

Percent of Inventory as Retail Product: _____ % Value of Inventory as Retail Product: \$ _____
Percent of Inventory as Wholesale Product: _____ % Value of Inventory as Wholesale Product: \$ _____
Total of Storage and/or Warehouse Space: _____ Square Feet

Helen Williams
SIGNATURE OF OWNER OR OFFICER

President
TITLE

Helen Williams
PRINTED NAME

09-28-2015
DATE

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 28th day of September, 2015, by Helen Williams who is personally know to me or who has produced Personally Known as identification, and who did (or did not) take an oath.

Laurie Attar

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)



LAURIE ATTAR
MY COMMISSION # FF 128795
EXPIRES: June 2, 2018
Sustained Their Budget History Services

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

GIFTED PSYCHIC INC.

Filing Information

Document Number	P08000049057
FEI/EIN Number	27-0313993
Date Filed	06/05/2009
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/15/2015
Event Effective Date	NONE

Principal Address

2511 Stirling Road
Fort Lauderdale, FL 33312

Changed: 04/29/2014

Mailing Address

2511 Stirling Road
Fort Lauderdale, FL 33312

Changed: 04/29/2014

Registered Agent Name & Address

LAURIE ATTAR INC.
8800 Johnson Street
Pembroke Pines, FL 33024

Name Changed: 04/29/2011

Address Changed: 04/09/2015

Officer/Director Detail

Name & Address

Title P

WILLIAMS, HELEN M
2511 Stirling Road
Fort Lauderdale, FL 33312

Annual Reports

Report Year	Filed Date
2013	04/23/2013
2014	04/29/2014
2015	04/08/2015

Document Images

<u>04/08/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/23/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/22/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/05/2009 -- Domestic Profit</u>	View image in PDF format

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State of Florida, Department of State



**FLORIDA DEPARTMENT OF STATE
Division of Corporations**

September 21, 2015

**LAURIE ATTAR / LAURIE ATTAR INC.
8800 JOHNSON STREET
PEMBROKE PINES, FL 33024 US**

Re: Document Number P09000049057

The Articles of Amendment to the Articles of Incorporation for INDIA'S GIFTED INC. which changed its name to GIFTED PSYCHIC INC., a Florida corporation, were filed on September 15, 2015.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

**Carolyn Lewis
Regulatory Specialist II
Division of Corporations**

Letter Number: 815A00019817

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on September 15, 2015, to Articles of Incorporation for INDIA'S GIFTED INC. which changed its name to GIFTED PSYCHIC INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P09000049057.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-first day of September, 2015



CR2EO22 (1-11)

Ken Retzner

Ken Retzner
Secretary of State

Articles of Amendment
to
Articles of Incorporation
of

India's Gifted Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

15 SEP 15 AM 9:42

P09000049057

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Gifted Psychic Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

n/a

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

n/a

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent n/a

(Florida street address)

New Registered Office Address:

n/a

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

n/a

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe

☐ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
2) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
3) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
4) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
5) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
6) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

n/a

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(If not applicable, indicate N/A)

n/a

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date shall not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated September 10, 2015

Signature

Helen Williams

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Helen Williams

(Typed or printed name of person signing)

President

(Title of person signing)

15 SEP 15 PM 9:47



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3844 / Fax: 954-924-8812

Lic. #:	
Fee:	

Business License Application Form

Date of Application: 12/9/13
Property Folio: 0232001084

DEC 9 2013

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: India's Gifted Inc. Business Phone: (954) 505-7722
D/B/A: n/a Business Fax: n/a
Business Address: 2511 Stirling Road, Dania Beach, 33312 Emergency #: (212) 470-9524
Mailing Address: 2511 Stirling Road, Dania Beach, 33312 In an Enterprise Zone? _____
Email Address: n/a If yes, # of Employees: _____
Federal ID (EIN) or Social Security #: MS Dept. of Revenue Sale & Use Tax #: n/a

Business Owner(s) Name(s)	Address	DOB	Home Phone
<u>Helen Williams</u>			

Person Applying for License:

Name: Helen Williams Title: President/owner (Within company)
Phone: (954) 505-7722 Cell Phone: _____ Email: n/a

Type of License Requested (Check one please):

- ☐ New License ☒ Transfer Ownership ☐ Transfer Location ☐ Home Based Occupation
☐ Update License Information ☐ Business Name Change

Proposed Use:	<u>Astrology, Fortune Telling</u>
---------------	-----------------------------------

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: _____ Service Station: _____ Manufacturer: _____ Beauty Salon: _____ Real Estate: _____
(Number of seats) (Number of pumps) (Number of employees) (Number of stations) (Number of salespersons)

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: n/a Phone: _____
Sanitation Company: Ace Waste Services, LLC Phone: 954-472-6700

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

Helen Williams

SIGNATURE OF APPLICANT

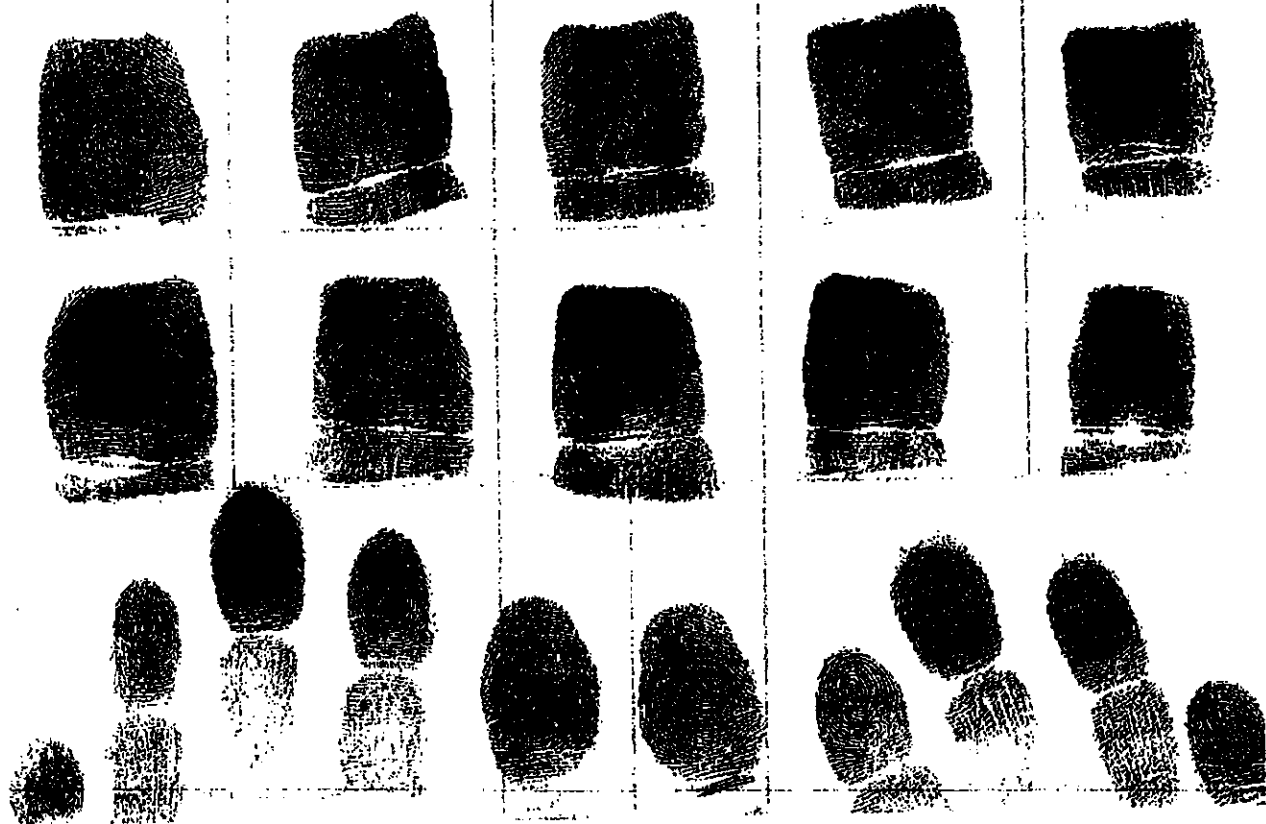
12/6/13
DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.

Helen Williams

1/26/62 [Signature]

Police Department
Ft. Lauderdale, FL





CITY OF DANIA BEACH
Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-13-263 RECORD #: 001791
BUSINESS NAME: India's Gifted Inc
BUSINESS ADDRESS: 2611 Stirling Road
BLDG #: _____ BAY #: _____
BUSINESS PHONE: 954-505-7722
BUSINESS USE(S): Astrology- Fortune telling (Continuation of a legal non-comforming use)

PROPERTY ZONED: C-2 FOLIO #: 0232001084
CERTIFICATE APPROVED BY: Mariluz Maldonado DATE: 12/09/2013

LIMITATION(S): (Continuation of a legal non-comforming use with valid/current BTR)

MUST BE POSTED AT BUSINESS LOCATION



Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-926-2400



Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 12/6/2013

Business Information

Business Name: India's Gifted Inc
Business Address: 2511 Stirling Road
City: Dania Beach State: FL ZIP: 33312
Business Phone: (954) 505-7722 Business Fax: n/a
E-Mail Address: n/a
Hours of Operation: 9:00 A.M. - 10:00 P.M.

Owner / Manager Contact Information

Name: Helen Williams
Address: 2511 Stirling Road, Dania Beach, FL 33312
Home Phone: (954) 505-7722 Cellular: (212) 470-9524

Emergency Contact Information

Name	Telephone
<u>Helen Williams</u>	<u>(212) 470-9524</u>

Comments: _____

For information on this and other crime prevention programs,
please contact our Crime Prevention Unit at 954.926.2400.

Zone # _____



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3044 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES
LOCATED AT: 2511 Stirling Road, Dania Beach, FL 33312

LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: _____

AND HAVE LEASED SAID PREMISES TO: India's Gifted Inc

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Astrology & Fortune
Telling

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH
INSPECTORS AND AGREE THAT **ANY VIOLATIONS** (STRUCTURAL, ELECTRICAL, PLUMBING,
MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO
UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES
UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR
INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY
VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH
PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS
OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.

Jan Natas
SIGNATURE OF OWNER OR AGENT

Jan Natas
PRINTED NAME

Owner
TITLE

954-319-6690
PHONE NUMBER

12-4-13
DATE

State of Florida:

County of Broward:

The foregoing Instrument was acknowledged before me this 4th day of December,
2013, by Jan Natas who is personally know to me or who has
produced Florida Driver's License as Identification, and who did (or did not) take an oath.

Laurie Attar
NOTARY PUBLIC
MY COMMISSION EXPIRES:

(SEAL)



LAURIE ATTAR
MY COMMISSION # DD 004830
EXPIRES: June 2, 2014
Broward thru Budget Notary Services

REV 11/09

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

INDIA'S GIFTED INC.

Filing Information

Document Number	P09000049057
FE/EIN Number	270313993
Date Filed	06/05/2009
State	FL
Status	ACTIVE

Principal Address2641 Bayview Drive
Fort Lauderdale, FL 33306

Changed: 04/23/2013

Mailing Address2641 Bayview Drive
Fort Lauderdale, FL 33306

Changed: 04/23/2013

Registered Agent Name & AddressLAURIE ATTAR INC.
5151 SARAZEN DRIVE
HOLLYWOOD, FL 33021

Name Changed: 04/29/2011

Address Changed: 04/29/2011

Officer/Director Detail**Name & Address**

Title P

WILLIAMS, HELEN M
2641 Bayview Drive
Fort Lauderdale, FL 33306**Annual Reports**

Report Year	Filed Date
-------------	------------

2011	04/29/2011
2012	04/22/2012
2013	04/23/2013

Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
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[Document Images](#)

04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/22/2012 -- ANNUAL REPORT	View image in PDF format
04/29/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
06/05/2009 -- Domestic Profit	View image in PDF format

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State of Florida, Department of State

**Electronic Articles of Incorporation
For**

P09000049057
FILED
June 05, 2009
Sec. Of State
bmcknight

INDIA'S GIFTED INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

INDIA'S GIFTED INC.

Article II

The principal place of business address:

5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. US 33308

The mailing address of the corporation is:

5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. US 33308

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

LOUIE A WILLIAMS
5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. 33308

I certify that I am familiar with and accept the responsibilities of registered agent.

P09000049057
FILED
June 05, 2009
Sec. Of State
bmcknight

Registered Agent Signature: LOUIE A. WILLIAMS

Article VI

The name and address of the incorporator is:

HELEN M. WILLIAMS
5541 BAYVIEW DRIVE

FORT LAUDERDALE, FL 33308

Incorporator Signature: HELEN M. WILLIAMS

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
HELEN M WILLIAMS
5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. 33308 US

Title: S/T
LOUIE A WILLIAMS
5541 BAYVIEW DRIVE
FORT LAUDERDALE, FL. 33308 US

India's Gifted Inc.
2511 Stirling Road
Dania Beach, FL 33312
(954) 505-7722

December 5, 2013

To Whom It May Concern:

India's Gifted Inc. is in the business of Astrology and Fortune Telling.

Sincerely,

Helen Williams

Helen Williams
President



www.orsurety.com

Old Republic Surety Company

PO Box 1835

Milwaukee, WI 53201-1635

NEW BUSINESS – Principal's Copy
Execution Report

PRINCIPAL

India's Gifted, Inc
2511 Stirling Road

Dania Beach, FL 33312

OBLIGEE

City of Dania Beach
100 West Dania Beach Blvd.

Dania Beach, FL 33004

BOND NUMBER: W150177727

BOND AMOUNT: 1,000.00

BOND DESCRIPTION:

Spiritual Counseling & Meditation

EFFECTIVE DATE: 12/05/2013

EXPIRATION DATE: 12/05/2016

PREMIUM DUE: 250.00

FEES: 3.00

PAYMENT DUE SURETY: 253.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: B (D-DIRECT BILL, B-AGENCY BILL)

AGENCY 0923546

ROEBUCK ASSOC INSUR EXCH, LLC

5599 SOUTH UNIVERSITY DRIVE

SUITE #S 301-302

DAVIE, FL 33328

REMARKS

None

THANK YOU FOR YOUR BUSINESS.



www.orsurety.com

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

ENDORSEMENT
Execution Report
Change in Principal Name/Address

PRINCIPAL

India's Gifted, Inc
2511 Strilling Road

Dania Beach, FL 33312

OBLIGEE

City of Dania Beach
100 West Dania Beach Blvd.

Dania Beach, FL 33004

BOND NUMBER: W150177727 **BOND AMOUNT:** 1,000.00

BOND DESCRIPTION:
Astrology & Fortune Telling

POLICY EFFECTIVE DATE: 12/05/2013 **EXPIRATION DATE:** 12/05/2016
PROCESS DATE: 12/05/2013
ENDORSEMENT EFFECTIVE DATE: 12/05/2013

AGENCY 0923546
ROEBUCK ASSOC INSUR EXCH, LLC
5599 SOUTH UNIVERSITY DRIVE
SUITE #S 301-302
DAVIE, FL 33328

REMARKS

Revised description of license applied for.

SURETY RIDER
407-677-8080

Agent: ROEBUCK ASSOC INSUR EXCH, LLC

- (☒) OLD REPUBLIC SURETY COMPANY
(☐) OLD REPUBLIC INSURANCE COMPANY
(☐) OLD REPUBLIC GENERAL INSURANCE CORPORATION
(☐) BITUMINOUS CASUALTY CORPORATION

Address: PO Box 1635
Milwaukee, WI 53201-1635
Phone: (262) 787-2940

Address: 5599 SOUTH UNIVERSITY DRIVE, SUITE #S 301
DAVIE, FL 33328
Phone: () 954-618-1800

TO BE ATTACHED TO AND FORM PART OF
Astrology & Fortune Telling

Bond Number W150177727

(Type of bond)
IN FAVOR OF City of Dania Beach

ON BEHALF OF India's Gifted, Inc

(Obligee)

(Principal)

EFFECTIVE December 5, 2013

(Original effective date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to and the intent of this rider is to:

(☐) INCREASE

(☐) CHANGE THE NAME OF THE PRINCIPAL

(☐) DECREASE

(☐) CHANGE THE ADDRESS OF THE PRINCIPAL

(☐) CHANGE THE EFFECTIVE DATE

(☐) CHANGE THE EXPIRATION DATE

(☐) OTHER _____

(of) the attached bond

FROM:

Spiritual Counseling & Meditation

TO:

Astrology & Fortune Telling

EFFECTIVE: December 5, 2013

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 5th day of December, 2013.

ACCEPTED BY:

Old Republic Surety Company

SURETY

By: Phyllis M. Hoffman Asst Secretary

(TITLE)

ATTORNEY-IN-FACT





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantee of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 12/5/2013 12:00:00 AM

Bond Number: WI50177727

Bond Amount:

One Thousand Dollars

\$ 1,000.00

Principal Name: India's Gifted, Inc

Obligee Name: City of Dania Beach of Dania Beach, FL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of December, 2013

Phyllis M. Johnson
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of December, 2013, personally came before me, Alan Pavic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2014

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0923546



Signed and sealed at the City of Brookfield, WI this 5th day of December, 2013.

Phyllis M. Johnson
Assistant Secretary

CRSC 2292 (3-06)

ROEBUCK ASSOC INSUR EXCH, LLC



Old Republic Surety Company

BOND NO. W150177727

LICENSE BOND

KNOW ALL MEN BY THESE PRESENTS, That we India's Gifted, Inc
2511 Stirling Road, Dania Beach, FL 33312

as Principal, and Old Republic Surety Company organized under the laws of the state of
Wisconsin, as Surety, are held and firmly bound unto
City of Dania Beach of Dania Beach, FL

as Obligor in the sum of One Thousand Dollars (\$1,000.00)
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligor for a license to or permit as a
Spiritual Counseling & Meditation

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligor against
all loss which the Obligor may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance,
rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing of its intention to do so to said Obligor;
and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date
of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice
by the said Obligor.

The term of this bond is for a period commencing 12/05/2013
and is continuous until cancelled.

Signed, sealed and dated the 5th day of December, 2013

India's Gifted, Inc

Principal

By Hester Williams

Old Republic Surety Company



By Phyllis McPherson Asst Secretary
Attorney-in-fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 12/5/2013 12:00:00 AM

Bond Number: W150177727 Bond Amount: One Thousand Dollars \$ 1,000.00

Principal Name: India's Gifted, Inc

Obligee Name: City of Dania Beach of Dania Beach, FL

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of December 2013

Phyllis M. Johnson
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of December 2013, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2014

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0923546



Signed and sealed at the City of Brookfield, WI this 5th day of December 2013

Phyllis M. Johnson
Assistant Secretary

ORBC 22282 (2-06)

ROEBUCK ASSOC INSUR EXCH, LLC

BILL OF SALE

Diane Thompson D/B/A (Doing Business As) Sophia's Psychic Shop (the "Seller"), of 2511 Stirling Road, Dania Beach, Florida 33312, does hereby sell, assign and transfer to India's Gifted, Inc. (the "Buyer"), of 2511 Stirling Road, Dania Beach, Florida 33312, the following business and business

PROPERTY: Fortune Teller, Psychic and Other Business Signs
AMOUNT: \$500.00

BUSINESS GOODWILL
AMOUNT: \$500.00

BUSINESS
AMOUNT: \$1,500.00

for a TOTAL AMOUNT OF \$2,500.00.

The Seller warrants that the business and property is being transferred to the Buyer free and clear of any liens and encumbrances.

The above business and property is sold on an "AS IS" basis. The Seller makes no warranties, express or implied (except as specifically stated in this document).

This transfer is effective as of 12/01/2013

The business and property is now located at 2511 Stirling Road, Dania Beach, Florida 33312, and all of such property is in the possession of Sophia's Psychic Shop.

SELLER:

Diane Thompson
Diane Thompson

11/27/13
Date

BUYER:

India's Gifted Inc.

By: Helen Williams
Helen Williams, President

11-27-13
Date

Laurie Attar, Inc.

5151 Sarazen Drive

Hollywood, FL 33021

Cell: (954) 540-8882 Phone: (954) 989-5650 Fax: (954) 986-1747

E-Mail: LaurieAttar@yahoo.com

November 25, 2013

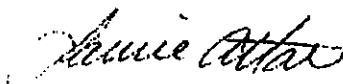
To Whom It May Concern:

I have known Helen Williams for over four (4) years. I am her accountant and handle her personal and business financial matters, and maintain her business records through bookkeeping services and prepare her personal and business income tax returns.

Ms. Williams is a responsible and courteous individual and business owner. She pays close attention to making certain that her records are in order and that tax returns are filed timely. Ms. Williams handles her business liabilities responsibly making sure all bills are paid on time. She maintains a clean working environment, and deals with people in a professional and pleasant manner.

I have enjoyed working with her and look forward to working with her for many years to come.

Sincerely,



Laurie Attar

**COLDWELL
BANKER**

RESIDENTIAL REAL ESTATE

909 E. LAS OLAS BOULEVARD
FORT LAUDERDALE, FL 33301

November 7, 2013

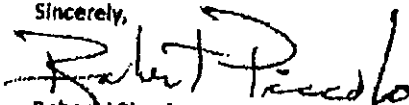
RE: Helen Williams

To Whom It May Concern;

In regards to Helen Williams and anyone that was associated with her during the yearly Lease of my property, I can attest to her Integrity as a Tenant. Notably, the rent payments were NEVER late and always paid the day they were due. In addition to her timely payments, like no other Tenant I have had, she cared and upgraded the property as if it were her own.

I wish she would come back.

Sincerely,


Robert J Piccolo

2641 Bayview Drive

Fort Lauderdale, FL 33306

954-328-0711

bpiccolo@aol.com

www.bobbypiccolo.com

Jan Natas
616 S.W. 12th Avenue
Fort Lauderdale, FL 33312
954-319-6690

November 11, 2013

To whom it may concern:

I have known Helen Williams since July of 2013. She rents my house at 2511 Stirling Road in Dania Beach, Florida. She pays her rent and bills on time, and is a very nice lady.

Sincerely,

Jan Natas

Jan Natas



Chapter 12.5 - FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS^[1]**Sec. 12.5-1. - Business tax receipt required.**

It shall be unlawful to engage in the business of fortunetelling, palmistry, clairvoyancy or astrology in the city unless such business is conducted by an individual who has applied for and obtained a business tax receipt from the city for such business.

(Ord. No. 20-90, § 1, 4-10-90)

Sec. 12.5-2. - Issuance and revocation of business tax receipt.

- (a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.
- (b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:
 - (1) Name of applicant;
 - (2) Residence and business address of applicant;
 - (3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;
 - (4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;
 - (5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;

- (7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.
- (c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the city commission shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter. The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.
- (d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the city commission or an application for issuance or renewal of such business tax receipt may be refused by the city commission, if they determine after notice and hearing that:
 - (1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or
 - (2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;
 - (3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or
 - (4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or
 - (5) The applicant has been convicted of any crime or misdemeanor involving moral

turpitude; or

- (6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
- (e) Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such notice shall be mailed, postage prepaid to the applicant or business tax receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or business tax receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 20-90, § 2, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-3. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 20-90, § 3, 4-10-90)

Sec. 12.5-4. - Business tax receipt fees.

The fees for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall be in the sum of one thousand dollars (\$1,000.00) for each twelve-month period or fraction thereof.

(Ord. No. 20-90, § 4, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-5. - Bond.

Every applicant for a fortunetelling, palmistry, clairvoyancy or astrology license shall file with the clerk-auditor of the city a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars (\$1,000.00) with surety acceptable to and approved by the city commission conditioned that the applicant, if issued a fortunetelling, palmistry, clairvoyancy or astrology license, will comply fully with all the provisions of the ordinances of the city, and the statutes of the State of Florida and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the licensee, his agent or employees in the conduct of the licensee's business. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in its discretion in lieu of a bond.

(Ord. No. 20-90, § 5, 4-10-90)

Sec. 12.5-6. - Place of conducting activities.

No fortunetelling, palmistry, clairvoyancy or astrology activities shall be conducted within any of the residential areas of the city or other areas not zoned for such activity.

(Ord. No. 20-90, § 6, 4-10-90)

Sec. 12.5-7. - New applications and renewals.

The provisions of this chapter shall apply to all new applicants for business tax receipts for fortunetelling, palmistry, clairvoyancy or astrology activities and for all renewals of licenses issued for fortunetelling, palmistry, clairvoyancy or astrology activities that are in effect at the time of the effective date of this chapter.

(Ord. No. 20-90, § 7, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-8. - Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.

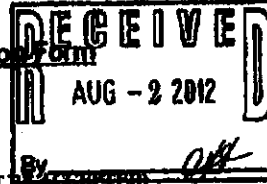
(Ord. No. 20-90, § 8, 4-10-90)



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3844 / Fax: 954-924-8812

Lic. #:	
Fee:	

Business License Application Form



Date of Application: 07-16-12

Property Folio: 5041 34 01 0080

Please fill in all areas as applicable (INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Business Information:

Name of Business: Psychic Readings

Business Phone: 954-839-6770

D/B/A: Josie Johnson

Business Fax:

Business Address: 219 N Federal Hwy Dania Bch FL 33004

Emergency #: 954-907-2244 *WALIK*

Mailing Address: 219 N. Federal Hwy, Dania Bch FL 33004

In an Enterprise Zone?

Email Address: Josiepsychic@yahoo.com

If yes, # of Employees:

Federal ID (EIN) or Social Security #:

State of Revenue Sale & Use Tax #:

Business Owner(s) Name(s)	Address	DOB	Home Phone
<u>Peggy Lee</u>			

Person Applying for License:

Name: Josie Johnson

Title: _____ (Within company)

Phone: 954-839-6770

Cell Phone: _____

Email: Josiepsychic@yahoo.com

Type of License Requested (Check one please):

- ☐ New License ☐ Transfer Ownership ☐ Transfer Location ☐ Home Based Occupation
☒ Update License Information ☐ Business Name Change

Proposed Use:	<u>Psychic Readings, Astrology, and Fortunetellers.</u>
---------------	---

(Description of use MUST be included with application. Attach additional sheets on company letterhead as needed.)

Specialized Information (Fill in only if applicable):

Restaurant: (Number of seats)	Service Station: (Number of pumps)	Manufacturer: (Number of employees)	Beauty Salon: (Number of stations)	Retail Dealer: (Number of salespersons)
----------------------------------	---------------------------------------	--	---------------------------------------	--

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: _____ Phone: _____

Sanitation Company: _____ Phone: _____

I hereby certify that the above information is complete, true and correct; and further I understand that any misstatement of facts contained in this application may cause the license to be revoked.

[Signature]
SIGNATURE OF APPLICANT

07-16-12
DATE

The premises will be inspected by the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be corrected within the time allotted or the application for license may be denied, and possible Code Enforcement action may be taken.



CITY OF DANIA BEACH
Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-12-0173 **RECORD #:** 001384
BUSINESS NAME: JOSIE JOHNSON/PEGGY LEE dba PSYCHIC READINGS
BUSINESS ADDRESS: 219 N FEDERAL HIGHWAY
BLDG #: **BAY #:**
BUSINESS PHONE: 954-839-6770
BUSINESS USE(S): PSYCHIC READINGS/ASTROLOGY

PROPERTY ZONED: CC **FOLIO #:** 504234010080
CERTIFICATE APPROVED BY: Kristin Dion **DATE:** 08/02/2012
LIMITATION(S): *NOTES: EXISTING USE/CHANGE OF DBA

MUST BE POSTED AT BUSINESS LOCATION

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LEAVE BLANK

SIGNATURE OF APPLICANT

X Josie Johnson

RESIDENCE OF PERSON FINGERPRINTED
219 N. Federal Highway
Dania Beach, FL 33004

LOCATION OF OFFICIAL FINGERPRINTING
Sheriff's Office, Broward County, FL

EXPIRATION DATE

DATE OF BIRTH

AGE

CITIZENSHIP

YOUR ID CARD

FEES

APPLICANT'S ID CARD

SOCIAL SECURITY ID CARD

MILITARY ID CARD

JOHNSON Josie

USA

DATE OF BIRTH
Month Day Year

PLACE OF BIRTH

LEAVE BLANK





CITY OF DANIA BEACH
 COMMUNITY DEVELOPMENT DEPARTMENT
 ZONING DIVISION
 100 W Dania Beach Blvd. Dania Beach, FL 33004
 TEL: 954-924-8805 / FAX: 954-922-2887

CERTIFICATE OF USE APPLICATION

Date of Application: 7/16/12
 Name of Business: Psychic Readings
 D/B/A: Josie Johnson / Peggy Lee
 Business Address: 219 N. Federal Hwy, Dania Beach
 Building #: _____ Bay/Suite #: _____
 Email: Josie.Psychic@ymhoo.com
 Business Owner's Name: Peggy Lee
 Business Owner's Address: 3015 W. Sunrise Blvd
 Business Owner's City/State/Zip: FT. LAUD FL 33311

Folio #: 504234010080
 Property Zoned: CC
 Business Tel: 954-839-6770
 Business Fax: _____
 Emergency Tel: 954-907-2244
 Square Ft of Bay/Space: _____
 Multi-Tenant Bldg: ☐ Yes ☐ No
 Home Tel: 954-839-6770
 Alternate Tel: 954-907-2244

CERTIFICATE OF USE APPLIED FOR (CHECK ONE):

- ☐ New Business ☐ Change of Business Name ☐ Change of Ownership
☐ Adding or Changing of Use ☐ Transfer Location (existing business to new location)

PROPOSED USE (DETAILED DESCRIPTION OF ACTIVITIES): Psychic Readings
Astrology, and fortune telling

NOTE: Application must be signed by business owner or authorized corporate officer.

Signature: Josie Johnson
 Printed Name: Josie Johnson

Title: _____
 Date: 7/16/12

State of Florida:
 County of Broward:

The foregoing instrument was acknowledged before me this 21 day of July, 2012 by Josie Johnson
 who is personally know to me or who has produced FLDL as Identification, and who did (or did

not) take an oath.

Kristin Milligan
 NOTARY PUBLIC (SEAL)
 MY COMMISSION EXPIRES: 5/24/16



OFFICE USE ONLY: DO NOT COMPLETE BELOW THIS LINE

☐ APPROVED: CERTIFICATE NUMBER: CN12-173
☐ DENIED: INFORMED APPLICANT VIA: _____

BY (INITIALS): Knd
 DATE: 8/2/12

REV 04/08



Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
100 W Dania Beach Blvd
Dania Beach, FL 33004
Phone # 954-926-2400



Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 7/16/12

Business Information

Business Name: Psychic Readings
Business Address: 219 N. Federal Hwy Dania Beach, FL 33004
City: Dania Beach State: FL ZIP: 33004
Business Phone: 954-839-6770 Business Fax: _____
E-Mail Address: Josie psychic@yahoo.com
Hours of Operation: 10am - 11pm

Owner / Manager Contact Information

Name: Josie Johnson
Address: 219 N. Federal Hwy Dania Beach FL 33004
Home Phone: 954-839-6770 Cellular: 321-388-1611

Emergency Contact Information

Name	Telephone
<u>Walter Miller</u>	<u>954-907-2244</u>
<u>David Miller</u>	<u>954-683-9639</u>

Comments: _____

For information on this and other crime prevention programs,
please contact our Crime Prevention Unit at 954.926.2400.

Zone # _____

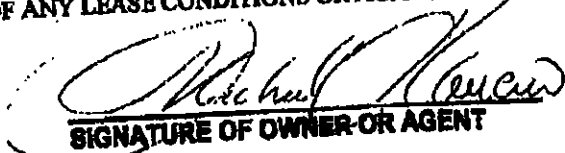


CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-6812

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES
LOCATED AT: 219 North Federal Highway, Dania Beach, FL 33004
LESSEE BAY/UNIT/SUITE #(S): N/A FOLIO #: 504234-01-0080
AND HAVE LEASED SAID PREMISES TO: Peggy Lee and Jasie Johnson
FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Psychic

I FURTHER UNDERSTAND THAT THE BUILDING WILL BE INSPECTED BY THE CITY OF DANIA BEACH
INSPECTORS AND AGREE THAT ANY VIOLATIONS (STRUCTURAL, ELECTRICAL, PLUMBING,
MECHANICAL, AND/OR FIRE PREVENTION) WILL BE CORRECTED BY ME OR THE LESSEE. I ALSO
UNDERSTAND THAT NO ALTERATIONS OR ADDITIONS WILL BE MADE WITHIN OR TO THE PREMISES
UNTIL THE PROPER PERMITS HAVE BEEN PROCURED. IN ADDITION, NO SIGNS WILL BE ALTERED OR
INSTALLED UPON THE PREMISES WITHOUT THE PROPER PERMITS BEING PULLED. LASTLY, ANY
VIOLATIONS NOT CORRECTED MAY BE CITED BY THE CODE COMPLIANCE DIVISION, WHICH
PURSUANT TO FLORIDA STATE STATUTES, I AM HELD ULTIMATELY RESPONSIBLE FOR REGARDLESS
OF ANY LEASE CONDITIONS OR AGREEMENTS WITH THE LESSEE.


SIGNATURE OF OWNER OR AGENT

Michael Mancusi
PRINTED NAME

owner
TITLE

631-789-6500
PHONE NUMBER

7.12.12
DATE

State of ~~Florida~~ New York
County of ~~Broward~~ NASSAU

The foregoing instrument was acknowledged before me this 12 day of July,
2012, by MICHAEL MANCUSI who is personally known to me or who has
produced DRIVER'S LICENSE as identification, and who did (or did not) take an oath.


NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES: Sept 19, 2013

DARLENE J. CASTRO
Notary Public, State of New York
No. 01068133093
Qualified in Nassau County
Commission Expires Sept. 19, 2013

ATTENTION MICHAEL MANCUSI



CITY OF DANIA BEACH
Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
Phone: 954-924-6805 ext 3644 / Fax: 954-924-4812

AFFIDAVIT OF INVENTORY

If your business carries an inventory of merchandise, you must have this affidavit properly executed and returned to the Division along with the completed application form(s). This does not include equipment, furniture, or other items used in the day to day operations of the business.

I certify that the average dollar (\$) value of inventory maintained on the site of

NAME OF BUSINESS _____ is \$ _____

<i>*Please fill in areas where applicable.</i>	
Percent of Inventory as Retail Product: _____ %	Value of Inventory as Retail Product: \$ _____
Percent of Inventory as Wholesale Product: _____ %	Value of Inventory as Wholesale Product: \$ _____
Total of Storage and/or Warehouse Space: _____ Square Feet	

SIGNATURE OF OWNER OR OFFICER _____

TITLE _____

PRINTED NAME _____

DATE _____

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this _____ day of _____,
by _____ who is personally known to me or who
has produced _____ as identification, and who did (or did not) take an oath.

NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return to List	Fictitious Name Search		
No Filing History			Submit		
Fictitious Name Detail					
<u>Fictitious Name</u>					
PSYCHIC READINGS					
<u>Filing Information</u>					
Registration Number	G12000068859				
Status	ACTIVE				
Filed Date	07/10/2012				
Expiration Date	12/31/2017				
Current Owners	2				
County	BROWARD				
Total Pages	1				
Events Filed	NONE				
FEI/EIN Number	NONE				
<u>Mailing Address</u>					
219 N. FEDERAL HWY DANIA BEACH, FL 33004					
<u>Owner Information</u>					
LEE, PEGGY 3015 W. SUNRISE BLVD FT LAUDERDALE, FL 33311 FEI/EIN Number: NONE Document Number: NONE					
JOHNSON, JOSIE 219 N. FEDERAL HWY DANIA BEACH, FL 33004 FEI/EIN Number: NONE Document Number: NONE					
<u>Document Images</u>					
07/10/2012 -- Fictitious Name Filing		View Image in PDF format			
Note: This is not official record. See documents if question or conflict.					
Previous on List	Next on List	Return to List	Fictitious Name Search		
No Filing History			Submit		
Home Contact us Document Searches E-Filing Services Forms Help					
Copyright © and Privacy Policies State of Florida, Department of State					

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G12000068859

Fictitious Name to be Registered: PSYCHIC READINGS

**Mailing Address of Business: 219 N. FEDERAL HWY
DANIA BEACH, FL 33004**

Florida County of Principal Place of Business: BROWARD

FBI Number:

**FILED
Jul 10, 2012
Secretary of State**

Owner(s) of Fictitious Name:

**LEE, PEGGY
3015 W. SUNRISE BLVD
FT LAUDERDALE, FL 33311**

**JOHNSON, JOSIE
219 N. FEDERAL HWY
DANIA BEACH, FL 33004**

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

PEGGY LEE

Electronic Signature(s)

07/10/2012

Date

Certificate of Status Requested ()

Certified Copy Requested (X)

Lexon Insurance Company

1919 E. Highland Avenue, Bldg. A-Suite 300, Lombard, Illinois 60148-4879

BOND NO. 1017442

LICENSE AND/OR PERMIT BOND (ONLY VALID IF FILLED IN FOR LESS THAN \$25,001.00)

KNOW ALL MEN BY THESE PRESENTS:

That we JOSIE JOHNSON

219 N FEDERAL HIGHWAY DANIA BEACH, FL. 33004

(Principal's Name)

(Principal's Address)

as Principal, and Lexon Insurance Company an insurance company duly licensed in the State of Texas, as Surety, are held and firmly bound unto CITY OF DANIA BEACH

State of Texas, Oblige, in the aggregate sum of One Thousand Dollars Dollars (\$1,000.00) to the payment of which sum the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents.

In consideration thereof, the Principal is granted a license and/or permit by the Oblige to engage in the business of PSYCHIC READER

for the period beginning on the 26TH day of JULY 2012
and ending on the 25TH day of JULY 2013

THEREFORE; the condition of this bond is that, if said Principal shall comply with all of the conditions of the ordinances and regulations of the Oblige pertaining to said license and/or permit, then this obligation shall be null and void; otherwise to remain in full force and effect subject to the following conditions:

1. This obligation may be extended from year to year at the option of the Surety, by continuation certificate executed by the Surety;
2. This obligation may be cancelled by the Surety upon giving thirty (30) days written notice to the Oblige. However, this obligation shall remain in full force and effect as to the acts or omissions of the above mentioned Principal prior to the cancellation of the bond.

Dated this 26 TH day of JULY 2012

JOSIE JOHNSON

Principal

Officer

Lexon Insurance Company

BY:

James K Swindle
James K Swindle, Attorney in Fact

POWER OF ATTORNEY

LX - 86780

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: **James K. Swindle, Inkee Kim, Murray J. Hacker**

its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 26th Day of July 2012.



Donald D. Buchanan
Donald D. Buchanan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

**Nature of business. At 219 N. Federal Hwy., Dania Beach,
FL 33004**

Psychic readings, astrology readings, fortune-telling,

07/16/12

To Whom It May Concern,

I, James Andriella Jr. have known Josie Johnson for Seven years. I have been living in Broward county for 32 years. A property owner in the City of Pembroke Pines FL 33024 Since 1980

For the years I have known Josie Johnson and her work ethics and business responsibilities at 219 N Federal Hwy Dania Beach I feel good about her way in conducting business. If you have any further questions you can contact me via mail or email.



James Andriella Jr
8520 NW 3Rd St.
Pembroke Pines FL 33024
Cell 954-562-8534



July 2, 2012

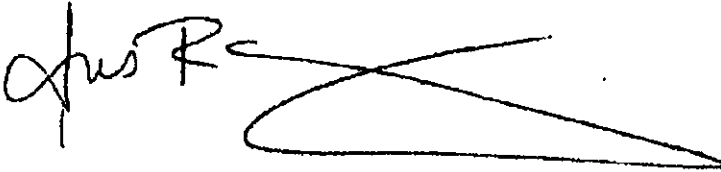
To Whom It May Concern,

I, Ines Ramirez, have known Josie Johnson for twenty years. I have been living in Broward county for seven years. A property owner in the City of Hollywood.

For all the years I have known Mis Johnson and her work ethics and business responsibilities I feel good about her way in conducting business. If you have any further questions you can contact me via mail or email.

Ines Ramirez
2738 Fillmore Street Unit 10W
Hollywood, Florida 33020

email: inesr511@yahoo.com

A handwritten signature in black ink, appearing to read 'Ines Ramirez', followed by a large, stylized flourish or loop.

Chapter 12.5 - FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS^[1]

Sec. 12.5-1. - Business tax receipt required.

It shall be unlawful to engage in the business of fortunetelling, palmistry, clairvoyancy or astrology in the city unless such business is conducted by an individual who has applied for and obtained a business tax receipt from the city for such business.

(Ord. No. 20-90, § 1, 4-10-90)

Sec. 12.5-2. - Issuance and revocation of business tax receipt.

- (a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.
- (b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:
 - (1) Name of applicant;
 - (2) Residence and business address of applicant;
 - (3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;
 - (4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;
 - (5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches

showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;

- (7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.
- (c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the city commission shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter. The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.
- (d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the city commission or an application for issuance or renewal of such business tax receipt may be refused by the city commission, if they determine after notice and hearing that:
 - (1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or
 - (2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;
 - (3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or
 - (4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or
 - (5) The applicant has been convicted of any crime or misdemeanor involving moral

turpitude; or

- (6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
- (e) Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such notice shall be mailed, postage prepaid to the applicant or business tax receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or business tax receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

(Ord. No. 20-90, § 2, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-3. - Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the city commission, which said review shall be limited to a petition at common law for a writ of certiorari.

(Ord. No. 20-90, § 3, 4-10-90)

Sec. 12.5-4. - Business tax receipt fees.

The fees for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall be in the sum of one thousand dollars (\$1,000.00) for each twelve-month period or fraction thereof.

(Ord. No. 20-90, § 4, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-5. - Bond.

Every applicant for a fortunetelling, palmistry, clairvoyancy or astrology license shall file with the clerk-auditor of the city a surety bond running to the City of Dania Beach, Florida, in the amount of one thousand dollars (\$1,000.00) with surety acceptable to and approved by the city commission conditioned that the applicant, if issued a fortunetelling, palmistry, clairvoyancy or astrology license, will comply fully with all the provisions of the ordinances of the city, and the statutes of the State of Florida and will pay all damages which may be sustained by any person by reason of any fraud, deceit, negligence or other wrongful act on the part of the licensee, his agent or employees in the conduct of the licensee's business. A liability insurance policy issued by an insurance company authorized to do business in the State of Florida which conforms to the above requirements may be permitted by the city commission in its discretion in lieu of a bond.

(Ord. No. 20-90, § 5, 4-10-90)

Sec. 12.5-6. - Place of conducting activities.

No fortunetelling, palmistry, clairvoyancy or astrology activities shall be conducted within any of the residential areas of the city or other areas not zoned for such activity.

(Ord. No. 20-90, § 6, 4-10-90)

Sec. 12.5-7. - New applications and renewals.

The provisions of this chapter shall apply to all new applicants for business tax receipts for fortunetelling, palmistry, clairvoyancy or astrology activities and for all renewals of licenses issued for fortunetelling, palmistry, clairvoyancy or astrology activities that are in effect at the time of the effective date of this chapter.

(Ord. No. 20-90, § 7, 4-10-90; Ord. No. 2007-004, § 3, 3-27-07)

Sec. 12.5-8. - Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. No. 20-90, § 8, 4-10-90)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION REQUESTING THE CITY COMMISSION APPROVE THE THIRD ADDENDUM TO THE 1996 LEASE AND LICENSING AGREEMENT DATED MAY 31, 1996, IN ORDER FOR THE CITY TO USE THE PARKING LOT OF FLORIDA ATLANTIC UNIVERSITY (FAU) ON THE WEEKENDS FOR CITY EMPLOYEES, AND THE EMPLOYEES OF LUCKY FISH AND QUARTERDECK. *(City Attorney)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - FAU Third Addendum to Lease (Final 5-9-23), R-2023 - FAU Third Addendum to Lease - City Parking, R-2023 - FAU Third Addendum to Lease - City Parking - EXHIBIT A



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis** Digitally signed by Eve A. Boutsis
Date: 2023.05.09 13:59:42 -04'00'

SUBJECT: Third Addendum to Lease and Licensing Agreement with FAU

The Request

To approve the Third Addendum to the Lease and Licensing Agreement with Florida Atlantic University (FAU) to utilize the FAU parking lot, on weekends, for City employees, and staff of Quarterdeck and Lucky Fish.

Background

As you are aware, the City of Dania Beach owns a majority of the area known as Ocean Park, with FDOT owning the balance. On May 31, 1996, the City and Florida Atlantic University (FAU) entered into a document entitled "1996 Lease and Licensing Agreement" ("Lease"), in which the City of Dania Beach leased land to FAU for a nominal amount of money (\$1.00, a year) within Ocean Park so that FAU may provide educational and other related services ("Services") on the property, and parking, associated with said Services. The parties also entered into a "First Addendum to the Lease, in which the parties contemplated a possible additional 49-year term. A Second Addendum to the Lease was executed on September 6, 2008, and relates to certain modifications to the original Lease, including the area known as the Dania Beach Marina Property. On December 10th, 1998, the State of Florida Department of Transportation leased state land to FAU through September 14, 2097. This land is also located within the City's Ocean Park.

It comes as no surprise that on most weekends the City's Ocean Park closes due to a lack of parking for City residents and visitors. The FAU parking lot (the proposed licensed area identified in Exhibit A) is generally more vacant on the weekends as heavier use for the Services generally occurs Monday- Friday. Allowing the City to license the area for overflow parking would alleviate some of the parking congestion at the City's Ocean Park. The parties desire to enter into the proposed Third Addendum so that the parking lot leased to FAU (leased partly by the City and partly by FDOT, as more particularly described in **Exhibit A** attached to the draft Third Addendum to the Lease and Licensing Agreement, is to be used by the City as overflow parking for City employees, and employees of the Quarterdeck and Lucky Fish restaurants, under certain conditions:

- (1) City use for parking purposes shall be limited to Saturdays and Sundays from 11:00 a.m. to 11:00 p.m.
- (2) The licensed area is to be used only by Quarterdeck and Lucky Fish Restaurant Employees along with City personnel working at Ocean Park.
- (3) City shall provide Security Guard Services within Ocean Park and the licensed area to protect vehicles and facilities on Saturday and Sunday from 11:00 a.m. to 11:00 p.m.
- (4) City shall provide cleaning crew services to clean the licensed area prior to Mondays at 8:00 a.m.
- (5) Upon occupancy, the City shall inspect and clean the stormwater drain in the licensed area.
- (6) City shall include the licensed area stormwater drain as part of the City's drainage inventory for annual cleaning and maintenance.
- (7) City expects 20-30 vehicles to park in the licensed area and potentially increase with time, but shall remain within the area depicted on Exhibit A.
- (8) City shall purchase and install applicable signage in surface parking lot area or outside FAU gate area relating to no trespassing and authorized users.
- (9) The City shall install barricades to ensure that the only area accessed on the FAU parcel shall be the licensed area. The barricades are identified with the "red boxes" in the attached Exhibit A. The barricades would be set up by the City each weekend and removed by the City prior to 8:00 a.m. the following Monday. The barricades are intended to prevent anyone parking or drive past it. The City shall work with FAU on the specific placement of the barriers to maximize security for the rest of the FAU property.
- (10) The City shall also install "No Trespassing" signs on the barricades so it's very clear that no one can go past the barricades.
- (11) The City is to pay FAU \$1,800.00 per month as a rental fee that would be used by FAU toward maintenance.

Recommendation

That the resolution authorizing the City to enter into a Third Addendum Lease and Licensing Agreement with FAU be approved.

Budgetary Impact

The license fee will be \$1,800.00 per month, and the total annual cost of \$21,600.00 for this Third Addendum will be budgeted for the 2023-2024 fiscal year. In addition, the City will be responsible for recurring drain clearing, site cleanup, and security costs.

EAB:la

Attachment: Third Addendum.

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Frank DiPaolo, Chief Financial Officer

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING THE CITY COMMISSION APPROVE THE THIRD ADDENDUM TO THE 1996 LEASE AND LICENSING AGREEMENT DATED MAY 31, 1996, IN ORDER FOR THE CITY TO USE THE PARKING LOT OF FLORIDA ATLANTIC UNIVERSITY (FAU) ON THE WEEKENDS FOR CITY EMPLOYEES, AND THE EMPLOYEES OF LUCKY FISH AND QUARTERDECK; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach owns a majority of the area known as Ocean Park, with FDOT owning the balance; and

WHEREAS, the City and Florida Atlantic University (FAU) entered into a document entitled “1996 Lease and Licensing Agreement” on May 31, 1996 (“Lease”), in which the City of Dania Beach leased land to FAU for a nominal amount of money (\$1.00 a year) within Ocean Park so that FAU may provide educational and other related services (“Services”) on the property, and parking, associated with said Services; and

WHEREAS, the parties also entered into a “First Addendum to the Lease, in which the parties contemplated a possible additional 49-year term; and

WHEREAS, a Second Addendum to the Lease was executed on September 6, 2008, and relates to certain modifications to the original Lease, including the area known as the Dania Beach Marina Property; and

WHEREAS, on December 10th, 1998, the State of Florida Department of Transportation leased state land to FAU through September 14, 2097, in which this land is also located within the City’s Ocean Park; and

WHEREAS, most weekends the City’s Ocean Park closes due to a lack of parking for City residents and visitors; and

WHEREAS, the FAU parking lot (the proposed licensed area identified in Exhibit “A”) is generally more vacant on the weekends as heavier use for the Services generally occurs Monday through Friday; and

WHEREAS, allowing the City to license the area for overflow parking would alleviate some of the parking congestion at the City’s Ocean Park; and

WHEREAS, the parties desire to enter into this Third Addendum so that the parking lot leased to FAU (leased partly by the City and partly by FDOT) located at FAU’s Institute for Ocean and Systems Engineering (SeaTech) with an address of 101 North Beach Road, Dania Beach Florida, 33004 (“Parking lot”) and more particularly described in Exhibit “A”, attached and made a part of this Resolution, is to be used by the City as overflow parking for City employees, and employees of the Quarterdeck and Lucky Fish restaurants, under certain conditions.

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

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

Section 2. That the City Commission authorizes the City Manager to execute the Third Addendum to the 1996 Lease and Licensing Agreement dated May 31, 1996, between the City and FAU, in accordance with the agreement contained in ‘Exhibit “A”, which is attached to and incorporated into this Resolution by this reference.

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

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

PASSED AND ADOPTED on May 23, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

THIRD ADDENDUM TO LEASE AGREEMENT
BETWEEN
FLORIDA ATLANTIC UNIVERSITY AND THE CITY OF DANIA BEACH

This is a Third Addendum to the Lease Agreement by and between the City of Dania Beach, a Florida municipality ("City" or 'Licensee'), and the Florida Atlantic University Board of Trustees ("FAU"), , a public body corporate of the state of Florida having a principal address of 777 Glades Road, Boca Raton, Fl 33431 and it is entered into on _____, 2023.

RECITALS:

WHEREAS, the City of Dania Beach owns a majority of the area known as Ocean Park, with FDOT owning the balance; and

WHEREAS, the City and FAU entered into a document entitled "1996 Lease and Licensing Agreement" on May 31, 1996 ("Lease"), in which the City of Dania Beach leased land to FAU for a nominal amount of money (\$1.00, a year) within Ocean Park so that FAU may provide educational and other related services ("Services") on the property, and parking, associated with said Services; and

WHEREAS, the parties also entered into a "First Addendum to the Lease, in which the parties contemplated a possible additional 49 year term; and

WHEREAS, a Second Addendum to the Lease was executed on September 6, 2008, and relates to certain modifications to the original Lease, including the area known as the Dania Beach Marina Property; and

WHEREAS, on December 10th, 1998, the State of Florida Department of Transportation leased state land to FAU through September 14, 2097, this land is also located within the City's Ocean Park; and

WHEREAS, most weekends the City's Ocean Park closes due to a lack of parking for City residents and visitors; and

WHEREAS, the FAU parking lot (the proposed licensed area identified in Exhibit A) is generally more vacant on the weekends as heavier use for the Services generally occurs Monday-Friday; and

WHEREAS, allowing the City to license the area for overflow parking would alleviate some of the parking congestion at the City's Ocean Park; and

WHEREAS, the parties desire to enter into this Third Addendum so that the parking lot leased to FAU (leased partly by the City and partly by FDOT) located at FAU's Institute for Ocean and Systems Engineering (SeaTech) with an address of 101 North Beach Road, Dania Beach Florida 33004 ("Parking lot") and more particularly described in Exhibit A attached hereto and

made a part hereof, is to be used by the City as overflow parking for City employees, and employees of the Quarterdeck and Lucky Fish restaurants, under certain conditions;

NOW, THEREFORE, in consideration of the mutual promises contained herein, FAU and City/Licensee hereby agree as follows:

Recitals. The foregoing Recitals are true and correct and are incorporated herein.

ARTICLE 1

LICENSE

Section 1.01. FAU, as the leaseholder of the parking lot, provides the City a license, and the City hereby accepts from FAU, a license for the non- exclusive use of the area described in Exhibit A, as the parking lot to be used for overflow parking by Ocean Front Park users under the following conditions:

- (1) City shall utilize the licensed area identified in Exhibit A.
- (2) City use for parking purposes shall be limited to Saturdays and Sundays from 11am – 11pm.
- (3) The licensed area is to be used only by Quarterdeck and Lucky Fish Restaurant Employees along with City personnel working at Ocean Park.
- (4) City shall provide Security Guard Services within Ocean Park and the licensed area to protect vehicles and facilities on Saturday and Sunday from 11am – 11pm.
- (5) City shall provide cleaning crew services to clean the licensed area prior to Mondays at 8am.
- (6) Upon occupancy, the City shall inspect and clean the stormwater drain in the licensed area.
- (7) City shall include the licensed area stormwater drain as part of the City’s drainage inventory for annual cleaning and maintenance.
- (8) City expects 20-30 vehicles to park in the licensed area and potentially increase with time, but shall remain within the area depicted on Exhibit A.
- (9) City shall purchase and install applicable signage in surface parking lot area or outside FAU gate area relating to no trespassing and authorized users.
- (10) The City shall install barricades to ensure that the only area accessed on the FAU parcel shall be the licensed area. The barricades are identified with the “red boxes” in the attached Exhibit A. The barricades would be set up by the City each weekend and removed by the City prior to 8am the following Monday. The barricades are intended to prevent anyone from parking or driving past it. The City shall work with FAU on the specific placement of the barriers to maximize security for the rest of the FAU property.
- (11) The City shall also install “No Trespassing” signs on the barricades so it’s very clear that no one can go past the barricades.

Section 1.02 Ingress and Egress. Access to the Licensed Premises is controlled by a FAU security gate. This License includes the right of ingress and egress through the parking lot and the security gate to the Parking Spaces by LICENSEE, and the persons identified in section 1.01; provided, however, that FAU shall retain full control of access through the gate.

ARTICLE 2 **TERM**

Section 2.01. Term of License. The term of this License (the "Initial Term") shall commence on October 1, 2023 ("Commencement Date"), and end one (1) year thereafter (the "Expiration Date"), unless sooner terminated, or unless the Initial Term is extended as provided in Section 2.03. The Initial Term and renewals/extensions thereof are referred to as "Term."

Section 2.02. Suspension. FAU reserves the right to suspend the License granted herein, at its sole discretion and for any reason, upon written notice to Licensee.

Section 2.03. Renewal Provision. The License may be extended for up to two (2) additional one (1) year periods upon terms and conditions mutually agreeable to the parties, and with the written approval of the City Manager and FAU executed no less than sixty (60) days prior to the expiration date.

ARTICLE 3 **LICENSE FEE**

Section 3.01. License Fee. The City shall pay FAU a fee of \$1,800.00 per month, for the License granted herein. This fee shall be used for general maintenance of the access gate, FAU security for the site, and general wear and tear on the property.

ARTICLE 4 **OPERATION OF LICENSEE'S BUSINESS**

Section 4.01. Non-Disturbance. Licensee agrees that its parking license herein shall not unreasonably interfere with, block access to, or materially disturb FAU's operations at the site. Licensee agrees to make reasonable modifications to the license rights granted herein upon the reasonable written request of FAU, as applicable.

Section 4.02 Hazardous Substances. Licensee agrees that no activity will be conducted on, in, under or about the Parking lot and the Spaces by or through Licensee and any of its agents, contractors, subcontractors, employees, visitors, licensees, or invitees that will use, generate, release, store, dispose of, or produce any pollutants, contaminants, toxic or hazardous substances or wastes, oil or petroleum products, flammables, or any other substances, the nature or quantity of which are, due to their existence, use, release, manufacture, or effect, subject to federal, state, or local environmental, health, or safety laws or regulations, now or subsequently enacted or promulgated by any governmental authority or as a result of any court ruling.

ARTICLE 5

MAINTENANCE OF SPACES

Section 5.01. Maintenance by Licensee. Licensee shall keep the Parking Spaces in a clean condition. Licensee shall have no duty, obligation, or liability whatsoever for construction, maintenance, replacement, or repair of the Parking lot and the Spaces.

Section 5.02. As-Is Condition. The Parking Spaces and the parking lot are accepted by the Licensee in an "as-is" condition, without warranty of condition or merchantability, expressed or implied.

Section 5.03. Services, Utilities and Security. FAU is not obligated to furnish any services, utilities, or security for the parking lot and the Spaces other than (i) the existing lighting, and sprinkler systems located in the parking lot on the date of this Agreement, as same may change from time to time; (ii) the cleaning services that are provided for the Parking lot from time to time; and (iii) the security services (if any) provided from time to time. FAU will not be liable to Licensee or its agents, contractors, subcontractors, employees, visitors, licensees, or invitees and for vehicles parked in parking spaces, for any claims arising out of (i) any impediment to use any of any of the parking spaces, or (ii) any loss, disruption, or alleged inadequacy or deficiency in any utility, system, or service provided in the Parking lot; and (iii) any damage, injury or theft pertaining to any vehicle, its contents or any individual using the Parking lot and the Spaces. The Licensee shall be responsible for the routine cleaning and sweeping of the license area to ensure that the area remains clear and free of dirt, debris and litter. Furthermore, the Licensee will be responsible to properly utilize, operate and maintain any security systems installed by the Licensee or FAU for the license area. The City shall provide a cleaning crew to provide cleaning services to clean surface parking lot area utilized by the City over the weekend, prior to the following Monday by 8:00 a.m. to ensure that the lot is presentable and in a clean condition prior to FAU use on Monday.

ARTICLE 6

INSURANCE

Section 6.01 Public Liability and Property Damage. Licensee, during the entire Term, shall keep in full force and effect the following: Commercial General Liability Insurance naming FAU, its trustees, officers, employees, agents, contractors and volunteers (the "FAU Parties") as an additional insured, written with a carrier licensed to do business in Florida with an AM Best rating of A- or better. Coverage must include, at a minimum: (i) Spaces Operations, (ii) Products and Completed Operations, (iii) Blanket Contractual Liability, (iv) Personal Injury Liability, and (v) Expanded Definition of Property Damage. The minimum limits acceptable are \$1,000,000.00 Per Occurrence, \$2,000,000.00 Per Location Aggregate. The use of an excess/umbrella liability policy to achieve the limits required by this paragraph will be acceptable as long as the terms and conditions of the excess/umbrella policy are no less restrictive than the underlying Commercial General Liability policy.

Section 6.02. Workers' Compensation. Workers' Compensation Insurance shall be maintained by Licensee during the term of the License Agreement, or any renewal period of it, and it is to apply to all "statutory employees" of the Licensee (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 Licensee and its employees.

Employer's Liability Part B shall be in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence.

ARTICLE 7

INDEMNITY AGAINST CLAIMS

Section 7.01. Licensee's Obligation to Defend. Licensee shall defend, indemnify and save harmless the FAU Parties from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, attorney fees (including those resulting from the enforcement of the foregoing indemnification), arising from, or which may be imposed upon, incurred by or asserted against FAU, by reason of:

(a) Any act, omission or negligence of Licensee or any Licensee Party (which includes but is not limited to any of Licensee's agents, contractors, subcontractors, employees, visitors, licensees, or invitees);

(b) Any accident, injury or damage whatsoever caused to any person or to the property of any person occurring in, on or about the Parking Spaces or occurring outside the Parking Spaces but within the Parking lot which is the result of the act, omission or negligence of Licensee or any Licensee Party;

(c) Any failure on the part of Licensee or any Licensee Party to observe or perform any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement to be observed or performed by Licensee, including compliance with any governmental requirements applicable to the Parking lot and the parking Spaces.

ARTICLE 8

USE

Section 8.01. The Parking lot and Spaces shall be used solely for the parking of passenger vehicles in accordance with existing codes, laws, ordinances, rules, and regulations of all governmental authorities having jurisdiction over the Parking lot, including City. The parking or storage of commercial vehicles or equipment or materials, and repair and maintenance of vehicles of any kind is prohibited. The Parking Spaces shall not be used for any illegal purposes, nor in any manner which does or may create any nuisance or trespass, nor in any manner which may vitiate the insurance relating to the Parking lot and Parking Spaces. Access to and use of the Parking Spaces is strictly limited to employees of Licensee and Quarter Deck and Lucky Fish Restaurants and shall not be used nor accessed by any other person.

ARTICLE 9
ASSIGNMENT AND AMENDMENTS

Section 9.01 Assignment. Licensee may not transfer, assign, or sublease, in whole or in part, this License, without the written consent of FAU, which may be withheld in its sole and absolute discretion.

Section 9.02 Amendments. No amendment to this License will be binding on any party unless in writing and signed by all parties.

ARTICLE 10
DEFAULT AND TERMINATION BY FAU

Section 10.01. Default. Each of the following events shall be a default by Licensee and a breach of this License and constitute an "Event of Default":

(a) any failure to perform any other of the terms, conditions, or covenants of this License to be observed or performed by Licensee for more than thirty (30) calendar days after written notice of such default after notice shall have been received by Licensee (unless curative action cannot reasonably be accomplished within such thirty (30) day period, in which event the period to cure such default shall be automatically extended as long as Licensee promptly commences such cure and diligently uses Licensee's best efforts to complete curative action).

Section 10.02. Remedies. If any default by Licensee shall continue uncured upon expiration of the applicable curing period, FAU may exercise any one or all of the remedies provided for in this agreement, in addition to all other rights and remedies provided by law or equity, from time to time, to which FAU may resort cumulatively or in the alternative.

Section 10.03 Termination. FAU may, at FAU's election, but not with less than 30 days' prior written notice to Licensee, terminate this License. All of Licensee's rights in the Parking lot and Spaces shall terminate upon termination of this License. Promptly after any such termination, Licensee shall surrender and vacate the Parking lot and Spaces and FAU may re-enter and take possession of the Parking lot and Spaces. Termination under this paragraph shall not relieve Licensee from any claim for damages previously accrued, or then accruing, against Licensee.

ARTICLE 11
LICENSEE'S RIGHT OF TERMINATION

Section 11.01. Except otherwise provided in Section 3.02, Licensee may, at Licensee's election, but not with less than 30 days' prior written notice to Licensee, terminate this License. All of Licensee's rights in the Parking lot and Parking Spaces shall terminate upon termination of this License. Promptly after any such termination, Licensee shall surrender and vacate the Parking lot and Parking Spaces and FAU may re-enter and take possession of the Parking lot and Parking Spaces.

ARTICLE 12
RELEASE & LIMITATION OF LIABILITY

Section 12.01. Release and Limitation of Liability. FAU shall not have any liability for the condition of the Licensed Area or the unavailability of access to the Licensed Area. The Licensee, its officers, employees, volunteers, agents, invitees and contractors expressly waive all rights, claims and demands, and forever releases, discharges and holds harmless the FAU Parties from any and all demands, claims, actions and causes of action arising from any cause whatsoever and arising directly or indirectly out of this License Agreement and the use and access to the Parking lot and Parking Spaces, whether caused by the Licensee's action or negligence or the action or negligence of the FAU Parties, the Licensee's employees, agents, contractors or invitees or any third parties in connection with this Agreement. The University reserves the right, in its sole discretion, to require users of the Parking Lot to execute a separate written waiver and release in a form to be provided by University.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY/LICENSEE:

CITY OF DANIA BEACH, FLORIDA, a
Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED FOR FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES:**

a public body corporate of the state of
Florida

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, of Florida Atlantic University, on behalf of the company Board of Regents, a public corporation of the state of Florida, , who: check one: _____ is personally known to me; or _____ has produced _____ as identification.

NOTARY PUBLIC
State of Florida

My Commission Expires:

EXHIBIT A PARKING LOT



Red boxes – barricades

Blue line – the circumference to the licensed area.

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 FOR THE PURCHASE OF WATER TREATMENT PLANT CHEMICAL, OXIDE (QUICKLIME), FROM LHOIST NORTH AMERICA OF ALABAMA, LLC, UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT BID/RFP NO. 20-21B, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME", PRICING EFFECTIVE THROUGH OCTOBR 31, 2023, AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00); AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

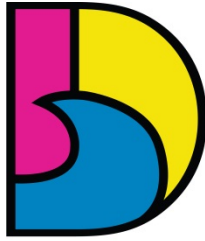
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

PS Memo- WTP LHOIST WATER TREATMENT CHEMICALS TO EXCEED 50K (002), R-2023- Water Treatment Plant Chemicals and Authorization to Exceed \$50K, R-2023- Water Treatment Plant Chemicals and Authorization to Exceed \$50K - EXHIBIT A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO EXCEED THE CITY THRESHOLD
PURCHASING POLICY WITH LHOIST NORTH AMERICA OF
ALABAMA, LLC**

Request

Public Services Department (PSD) is requesting approval of a resolution to exceed the City's purchasing policy threshold of \$50k to purchase water treatment chemicals for the City's Water Treatment Plant with Lhoist North America of Alabama, LLC (Lhoist) under the Southeast Florida Government Purchasing Cooperative Group BID/RFP No. 20-21B "Furnish, Deliver and Discharge of Quicklime" effective through October 31, 2023.

Background

PSD has determined that water treatment chemicals can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from Lhoist under its Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contract BID/RFP No. 20-21B "Furnish, Deliver and Discharge of Quicklime" effective November 1, 2020 through October 31, 2023 with three (3) renewals with one (1) year terms; copies of which are attached as Exhibit A of the City resolution. PSD will continue to use this contract after October 31st, 2023, if the renewal is received by PSD before the end term date of the contract.

Budgetary Impact

Funding for the purchase of water plant chemicals are appropriated in the approved FY 2022-2023 Water Fund Operational Supplies Chemicals Account Number 401-33-03-533-52-40 in the amount of \$379,500.00.

Recommendation

Staff recommends that the City Commission approves a resolution for authorization to exceed the City's \$50k threshold purchasing policy to purchase water treatment chemicals, under the terms and conditions of the existing Co-op Agreement with the Southeast Florida Government Purchasing Co-operative Group Contract BID/RFP No. 20-21B.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER TREATMENT PLANT CHEMICAL, OXIDE (QUICKLIME), FROM LHOIST NORTH AMERICA OF ALABAMA, LLC, UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT BID/RFP NO. 20-21B, “FURNISH, DELIVER AND DISCHARGE OF QUICKLIME”, PRICING EFFECTIVE THROUGH OCTOBER 31, 2023, AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00); AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION’S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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 and is authorized to do so if a resolution is adopted in advance by the City Commission and if such purchases are made pursuant to a competitive bid obtained in the last eighteen (18) months by other government agencies such as the federal government, State of Florida, or a Florida municipality or county, or multiple agencies forming a co-op; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold or limitation at Fifty Thousand Dollars (\$50,000.00) for a vendor through October 31, 2023; and

WHEREAS, the Public Services Department has determined that it is necessary to purchase certain chemicals for City use for treating drinking water from Lhoist North America of Alabama, LLC; and

WHEREAS, the Public Services Department has determined water treatment chemicals can be obtained at least cost to the City without competitive bidding and without advertising for bids under the Co-Op Agreement with the Southeast Florida Governmental Purchasing Cooperative Group Contract BID/RFP No. 20-21B, “Furnish, Deliver and Discharge of Quicklime,” valid through October 31, 2023, with three (3) one (1) year renewals attached as Exhibit “A”; and

WHEREAS Public Services will continue use of the contract as long as the contract renewal is approved by the lead agency, City of Tamarac.

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 to be true and correct and are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City approves the purchase of water treatment plant chemicals from Lhoist North America of Alabama, LLC under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contract BID/RFP No. 20-21B, a copy of which is attached as Exhibit “A”, in an amount that may exceed the annual vendor Fifty Thousand Dollars (\$50,000.00) purchase threshold from a single vendor.

Section 3. That funding for the water treatment plant chemicals is planned and appropriated in the Fiscal Year 2022-2023 approved budget in the Water Fund Water Plant Division Account Number/Operating Supplies Chemicals Account No. 401-33-03-533-52-40 in the amount of Three Hundred Seventy-Nine Thousand Five Hundred Dollars (\$379,500.00).

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

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

PASSED and ADOPTED on May 23, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

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

PAGE 1 OF 2

BID/RFP No. 20-21B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2020 End Date: October 31, 2023

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

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

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

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

SECTION #1 VENDOR AWARD

Vendor Name: Lhoist North America of Alabama, LLC
Vendor Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109
Contact: Dale James, Florida Sales Manager or Elizabeth Hart. FL Sales Coordinator
Phone: (800) 695-5657 (Orders) & (877) 644-9010 Fax: (863) 644-9030
Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com / elizabeth.hart@lhoist.com
Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)
Vendor Address: 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222
Contact: Inside Sales
Phone: (866) 780-0974 Fax: _____
Cell/Pager: _____ Email Address: salesinquiries@carmeuse.com
Website: http://www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: September 23, 2020 Resolution/Agenda Item No.: R-2020-095

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3**LEAD AGENCY**

Agency Name: City of Tamarac

Agency Address: 7525 NW 88th Avenue, Room 108

Agency Contact: Keith K. Glatz, CPPO Email keith.glatz@tamarac.org

Telephone: (954) 597-3567 Fax: (954) 597-3565

City of Tamarac
Interoffice Memorandum
Financial Services Department
PURCHASING DIVISION

To: Michael C. Cernech, City Manager
From: Keith K. Glatz, Purchasing & Contracts Manager
Thru: Christine J. Cajuste, Interim Director of Financial Services
Date: September 8, 2020
Re: Temp Reso #13501 – Award of Agreement – Bid #20-21B, “Furnish, Deliver and Discharge of Quicklime”

Recommendation:

The Director of Public Services and Purchasing and Contracts Manager recommend placement of the above referenced item on the consent agenda of the September 23, 2020 Commission meeting, authorizing the award of an Agreement for an initial three (3) year term effective November 1, 2020 through October 31, 2023, with up to three (3) one year renewal options, authorizing a quarterly material adjustment for Quicklime purchased from Lhoist North America of Alabama, LLC, (Lhoist) for the City of Tamarac, and twenty-three (23) additional member agencies of the Southwest Florida Governmental Purchasing Cooperative (Co-op); and Carmeuse Lime and Stone Inc. for high calcium granular quicklime on behalf of one entity in the Co-op.

Issue:

The existing agreement with Lhoist for the City and the SE Florida Governmental Purchasing Co-op; as well as an existing agreement with Carmeuse Lime and Stone is set to expire on October 31, 2020. New bid #20-21B was recently solicited, and an award needs to be approved so that the City will have a vendor to furnish, deliver and discharge quicklime at the City's Water Treatment Plant.

Background:

The City utilizes quicklime in the Public Services Water Treatment Plant. The current agreement with Lhoist will expire on October 31, 2020, and due to some requested industry-wide market structural changes, we were unable to exercise any of the original contract renewal options. Price adjustments under this agreement utilize several market indices, including several U. S. Government indices, such as those issued by the Bureau of Labor Statistics, as well as several industry-accepted privately published indices. As a result of market conditions, the existing formula models were not accounting for actual labor costs incurred by all of the firms in the Quicklime market, but our contract language did not provide the necessary flexibility to account for the modification of the pricing model. Regarding the model factors that were adjusted, the change with the greatest impact was the adjustment of the labor index used which was factoring only actual labor wages, and did not to include a factor for fringe benefits. This omission has created significant stress on the contractors, especially after benefit costs began to significantly

escalate a few years ago. There was also a change to the reporting location for diesel fuel from West Texas to the Gulf Coast, since pricing in that region has tended to be more stable. Finally, Lhoist was able to leverage a reduction in transportation costs through the use of privately-owned rail cards rather than contracting with a public rail line.

The new Agreement provides language that will allow the City to review and modify model changes in the future. Accordingly, bid #20-21B was solicited by formal advertisement in the Sun Sentinel, publication on the City's web-site via Bids and Tenders, as well as on DemandStar.com. There were three (3) planholders that downloaded the bid, however, only two bids were submitted from Lhoist and Carmeuse Lime and Stone. The bid response submitted by Lhoist provided the lowest pricing for all but one item on the bid. As a result, it is being recommended that the bid from Lhoist be awarded, and an Agreement executed on behalf of the City of Tamarac and on behalf of an additional twenty-three (23) participating governmental agencies Co-op.

The bid response from Carmeuse Lime and Stone Inc. provided the lowest pricing for high calcium granular lime used by the City of Hollywood Wastewater treatment plant. The cost savings for the City of Hollywood by awarding one item to Carmeuse Lime and Stone will be approximately \$500,000 annually, justifying the split award.

The initial term of the Agreement will be for three (3) years, beginning on November 1, 2020, with up to three (3) additional one (1) year renewals that may be exercised based on satisfactory performance.

Section 5 of the Agreement provides that prices may be adjusted on a quarterly basis each October 1st, January 1st, April 1st and July 1st if the vendor is able to provide substantive documentation to support the request for increase. The Agreement utilizes a contract adjustment model providing for pricing adjustments on a quarterly basis subject to verification of actual cost changes for labor, raw materials (lime) production materials (coal) and fuel pricing. As mentioned earlier, the model utilized previously has been modified to account for industry-wide changes; however, it should be noted that the contract is structured in such a manner that we may see reductions in certain quarters, which has been our experience in the past, which often occurs due to reductions caused by de-escalating fuel and raw materials costs. Staff and other agencies in the Co-op feel that our ability to maintain better control of costs has been significantly enhanced through the institution of the current model. The pricing bid by both Lhoist and Carmeuse Lime and Stone reflects an approximate increase of 11% for Lhoist and 4% for Carmeuse.

As in past years, the marketplace for Quicklime in South Florida is still very volatile. While production capacities have increased, and fuel costs for both production and transportation have been generally lower, our quicklime suppliers have been forced to purchase some of their raw materials from further away, which has increased their overall raw materials and transportation costs. The use of the quarterly model for price adjustments has actually resulted in a great deal of price stability for the City and other Co-op Lhoist Lime users, as our current price of \$252.69 per delivered ton is very attractive by comparison to recent current pricing being charged by Lhoist in this area as shown in Chart 1 below for entities that require Lhoist to provide stable annual pricing. The reason for the disparity between our pricing and the pricing charged to other entities is that Lhoist and other suppliers must factor in a higher level of contract risk in order to maintain firm pricing. Additionally, pricing can actually decrease as well for both the material and delivery cost, as demonstrated in Chart 2 shown below.

Chart 1 -- Current Delivered Per Ton Pricing For Surrounding Entities:

Palm Beach County Utilities	\$392.24
Cities of Boynton Beach, Lake Worth Beach & Riviera Beach:	\$309.34 *
City of Naples	\$301.13
City of Tamarac – SE FL Co-op (as of July 1, 2020)	\$252.69
City of Tamarac – SE FL Co-op (effective Nov. 1, 2020)	\$284.80

Chart 2 – City Quicklime Pricing: October 2019 – September 2020

Date	Material Cost/Ton	Trans/Surcharges**	Total Cost/Ton
October 1, 2019:	\$162.71	\$105.11	\$267.82
January 1, 2020:	\$161.49	\$107.55	\$269.04
April 1, 2020:	\$161.21	\$106.83	\$268.04
July 1, 2020:	\$147.26	\$105.43	\$252.69

*The Cities of Boynton Beach, Lake Worth Beach and Riviera Beach have joined the SE Florida Govt. Purchasing Co-op Agreement for the first time with this Agreement. Each of the entities will be paying \$284.80 per ton; and will not renew their existing agreement at \$309.34 per ton which will represent a significant savings as a result.

**Transportation charges are additionally adjusted based on a prescribed fuel surcharge formula for every \$.05 increase or decrease in the price of fuel. Fuel charges have generally been under \$4.00 for each quarter.

Accordingly, it is recommended that an award be made, and agreements executed with Lhoist for the City of Tamarac, and on behalf of twenty-three (23) additional entities in the Co-op; and with Carmeuse Lime & Stone, Inc., for high calcium granular quicklime for the City of Hollywood for a period of three (3) years.

Fiscal Impact:

Based on our estimated use of approximately 1500 tons of quicklime, we anticipate that the cost of lime will likely show see a slight increase of an additional 1%-- 5% based on the fact that the new model represents a one-time increase of 11% and will only be subject to actual market changes during the agreement, which we do not project to significantly increase over the initial three (3) year contract period. Accordingly, we anticipate that our total expenditures for quicklime for FY21 will be approximately \$427,200, considering incremental changes throughout the year. It should be noted, however, that any unanticipated change in fuel, raw material market prices or water usage patterns may significantly impact our cost and quantity assumptions.

Cc: Jack Strain
Earl Henry
Anthony Licata

September 3, 2020

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2020- 095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #20-21B, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY-THREE MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH THREE (3) ADDITIONAL ONE-YEAR RENEWAL OPTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac served as "lead agency" on Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (Co-op); and

WHEREAS, Twenty-one governmental agencies, including the City of Tamarac will utilize this bid to purchase approximately 65,170 tons annually, of quicklime for the Co-op, of which approximately 1,500 tons will be purchased for the City of Tamarac, a copy of said bid is on file with the City Clerk; and

WHEREAS, the City of Tamarac publicly advertised Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime" on the City's web-site and in the Sun-Sentinel on August 16, 2020; and

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE
AND CORRECT COPY OF R-2020-095

THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL
WITNESS MY HAND AND OFFICIAL SEAL

OF THE CITY OF TAMARAC, FLORIDA.

THIS 25

DAY OF SEPTEMBER

2020

Shirley D. Hill
CITY CLERK

September 3, 2020

WHEREAS, three (3) vendors downloaded the bid from the City's web-site; and two (2) complete bids were opened and reviewed to determine cost and responsiveness to the City's specifications; and

WHEREAS, Lhoist North America of Alabama, LLC submitted the lowest delivered bid price per ton for the City, and prices as shown on the bid tabulation for other members of the Co-Op, a copy of the bid tabulation is attached hereto as Exhibit "1"; and

WHEREAS, Lhoist North America of Alabama, LLC was deemed the lowest responsive and responsible bidder for the City of Tamarac, and for twenty-three (23) members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carneuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Lhoist North America of Alabama, LLC, and Carneuse Lime & Stone, Inc. may seek a price adjustment on a quarterly basis based on actual costs or in accordance with one or more recognized indices; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the Co-op will be met by the utilization of an ongoing

quarterly material price adjustment formula, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective October 1st, January 1st, April 1st and July 1st of each year; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 20-21B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with three (3) additional one (1) year renewal options for the City of Tamarac, and on behalf of twenty (20) other agencies in the Co-op; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 20-21B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options for the City of Hollywood, an agency in the Co-op; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 20-21B and execute an agreement with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, on behalf of the City of

September 3, 2020

Tamarac and on behalf of an additional Twenty (20) agencies in the Southeast Florida Governmental Purchasing Cooperative, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 20-21B and execute an agreement with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, for the City of Hollywood, an agency in the Co-op.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The award of Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac and twenty-three (23) agencies in the Southeast Florida Governmental Purchasing Cooperative, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said

September 3, 2020

award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty-three (23) entities within the Southeast Florida Governmental Purchasing Cooperative.

SECTION 4: The award of Bid 20-212B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for prices as shown in Exhibit "1" on behalf of the City of Hollywood, an agency in the Co-op.

SECTION 6: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent renewal options to this Agreement, and to initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

September 3, 2020

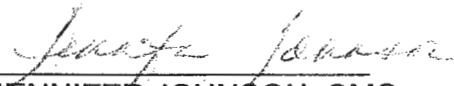
SECTION 9: This Resolution shall become effective immediately

upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 23rd day of September 2020.


MICHELLE J. GOMEZ
MAYOR

ATTEST:


JENNIFER JOHNSON, CMC
CITY CLERK

I HEREBY CERTIFY that I
Have approved this
RESOLUTION as to form.


SAMUEL S. GOREN
CITY ATTORNEY

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

Yes

DIST 1: V/M BOLTON

Yes

DIST 2: COMM. GELIN

Yes

DIST 3: COMM. FISHMAN

Yes

DIST 4: COMM. PLACKO

Yes

20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total	PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total
1	Broward County Dist. 1	3701 N State Road 7	2500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$712,000.00
2	Broward County Dist. 2	1390 NE 51 St.	4500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$1,281,600.00
3	City of Coral	3800 NW 85th	1352	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$385,049.60
4	Town of Davie	3500 NW 76th Avenue	1000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$284,800.00
5	City of Dania Beach	1201 Stirling Road Dania	350	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$99,680.00
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant	1415	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$402,992.00
7	City of Fort Lauderdale	949 NW 38th St. Ft. Lauderdale	11500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$3,275,200.00
8	City of Hallandale	630 NW 6th	900	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$256,320.00
9	City of Lake Worth Beach	301 College St. Lake Worth	525	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$149,520.00
10	City of Lauderhill	2101 NW 49th	1825	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$519,760.00
11	City of North Lauderdale	841 NW 71st Avenue North	650	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$185,120.00
12	City of North	12098 NW 11th	1150	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$327,520.00
13	Village of Palm	360 David Road	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$170,880.00
14	Village of Palm Springs	5618 Basil Drive West Palm Beach	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$170,880.00
15	City of Pompano Beach	City of Pompano Beach	2200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$626,560.00
16	City of Riviera Beach	800 W. Blue Heron Blvd. Riviera Beach	588	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$167,462.40

17	City of Sunrise	4350 Springtree Drive Sunrise	2400	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$683,520.00
18	City of Sunrise	15400 Sludge Mill Road Davie	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$170,880.00
19	Village of Wellington	1100 Wellington Trace Wellington	1330	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$378,784.00
Subtotal:											\$10,248,528.00

20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total	PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total
1	City of Boynton Beach	124 E. Woolbright Rd. Boynton Beach	1685	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 479,888.00
2	City of Delray Beach	201 SW 7th St. Delray Beach	3650	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,039,520.00
3	City of Hollywood	3441 Hollywood Blvd. Hollywood	2400	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 683,520.00
4	City of Margate	980 NW 66th Ave Margate	2000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 569,600.00
5	City of North Miami Beach	19150 NW 8th Ave Miami Gardens	3000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 854,400.00
6	City of Pembroke Pines	7960 Johnson Street Pembroke Pines	4200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,196,160.00
7	City of Tamarac	7803 NW 61st Street Tamarac	1500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 427,200.00

8	City of West Palm Beach	1009 Banyan Blvd. West Palm Beach	5200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,480,960.00
Subtotal:											\$ 6,731,248.00

20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered		PRICE PER TON	FREIGHT CHARGE	Delivered	
						Price	Agency Total			Price	Agency Total
1	City of Hollywood	Wastewater 1621 N14th Ave Hollywood	5550	\$ 190.00	\$ 100.99	\$ 290.99	\$ 1,614,994.50	\$ 202.00	\$ 180.33	\$ 382.33	\$ 2,121,931.50
Subtotal:							\$ 1,614,994.50				\$2,121,931.50

GRAND TOTAL AWARD

\$ 1,614,994.50

\$ 16,979,776.00


Keith K. Glatz

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
LHOIST NORTH AMERICA OF ALABAMA, LLC

THIS AGREEMENT is made and entered into this 8th day of September, 2010 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC an Alabama Limited Liability corporation duly registered as a Florida Foreign Limited Liability corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to Furnish, Deliver and Discharge of Quicklime for the City of Tamarac and participating member of the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Attachment A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
 - 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".
 - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4** Contractor shall be required to provide a copy of the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured; and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
 - General Liability - \$1M per occ. / \$2M aggregate
 - Automobile – \$1M per occ. / \$1M aggregate
 - Workers Comp – Statutory
- 3.3** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

5. Contract Sum

The Contract Sum for the above work for entities listed in Attachment A (UNIT PRICING PROVIDED IN BID) herein, shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Attachment A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Attachment A, shall be firm for the initial contract period from November 1, 2020 through December 31, 2020, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Attachment B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Attachment B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The Contractor shall utilize the trucking fuel surcharge scale included in Attachment B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase; and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written

verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Attachment B herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Attachment B to this Agreement.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material

All materials and products supplied by the Contractor in conjunction with this agreement shall conform to the specifications of the original bid #20-21B. The City reserves the right to return the product to the Contractor and require the delivery of new product at no cost to the City.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had 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 skill necessary to perform the work. 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 and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Lhoist North America of Alabama, LLC
5600 Clearfork Main Street, Suite 300
Fort Worth, TX 76109
Attn: Ron Thompson, CEO

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16 Warranties

Contractor warrants that the materials sold hereunder shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. **CONTRACTOR MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**

17 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. CONTRACTOR'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING MATERIAL OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING MATERIAL.

18 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

19 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

20 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

22 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

23 Scrutinized Companies -- 287.135 AND 215.473

- 23.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 23.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24 Public Records

- 24.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - 24.1.1** Keep and maintain public records required by the City in order to perform the service;
 - 24.1.2** Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 24.1.3** 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.
 - 24.1.4** 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.

- 24.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

25 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
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez
Michelle J. Gomez, Mayor

Date

Michael C. Cernech
Michael C. Cernech, City Manager

Date

ATTEST:

Jennifer Johnson
Jennifer Johnson, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Yam A. Gonzalez
City Attorney

Date

ATTEST:

Kenneth E. Curtiss
Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

LHOIST NORTH AMERICA OF ALABAMA, LLC

Company Name

Ron Thompson
Signature of CEO

Ron Thompson
CEO

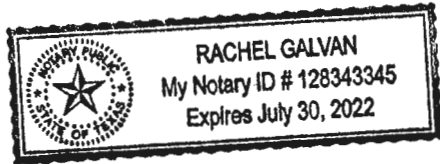
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF TX :
COUNTY OF Tarrant : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ron Thompson, CEO of Lhoist North America of Alabama, LLC an Alabama Limited Liability Corporation duly registered as Florida Foreign Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 25 day of September, 2020



[Signature]
Signature of Notary Public
State of ~~Florida~~ TX at Large

Rachel Galvan
Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced



DID take an oath, or



DID NOT take an oath.

ATTACHMENT A PARTICIPATING AGENCIES & UNIT PRICING PROVIDED IN BID

Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	124 E. Woolbright Rd.	Boynton Beach 33435	David Roland	561/742-6434 RolandD@bbfl.us
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell PBerrios@broward.org
Broward County Dist. 2A	1390 NE 50th St.	Deerfield Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell JOtero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 ncosta@daniabeachfl.gov
City of Delray Beach	201 SW 7th St.	Delray Beach 33444	Bryan Heller	561/531-0817 HellerB@mydelraybeach.com
Town of Davie	3500 NW 76th Avenue	Hollywood, FL 33024	Raul Sotelo	954/327-3748 Raul_sotelo@davie-fl.gov
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Joshua Niemann	954/480-4373 Jniemann@Deerfield-Beach.com
City of Fort Lauderdale	949 NW 38th Street	Oakland Park, 33309	Cesar Alza	954/828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd Street	Hallandale 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 lmontoya@hollywoodfl.org
City of Hollywood	1621 N. 14th Avenue	Hollywood 33022	Coy Mathis Joel Blanco	954/921-3288 cmathis@hollywoodfl.org iblanco@hollywoodfl.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Tim Sloan	561/586-1636 TSloan@LakeWorthBeachFL.Gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Lurleen Evans	954/730-2972 / 954-730-4225 Levans@lauderhill.fl.gov
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@marginetfl.com
City of North Lauderdale	841 NW 71st Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 NBuckeridge@NLauderdale.org
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 PVida@northmiamiFL.gov
City of North Miami Beach	19150 NW 8th Avenue	Miami Gardens 33169	Moises Sierra / Carlos Carrazana	787/406-9628 305/650-0000 Moises.sierraortiz@jacobs.com Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/635-4282 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	561/635-4282 dburgin@vpsfl.org
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	786/644-8762 michael.cepeda@jacobs.com

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Phil Hyer	954/545-7030 Phil.hyer@copbfl.com
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Danford	561/723-9973 ddanford@rivierabeach.org
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Roal Small	954/572-2424 rsml@sunrisefl.gov
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 kberroteran@wellingtonfl.gov
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano	561/822-2290 sfeliciano@wpb.org

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UNIT PRICING PROVIDED IN BID AS OF AUGUST 31, 2020 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
Broward County Dist. 1	3701 N State Road 7	2500	\$202.00	\$82.80	\$284.80
Broward County Dist. 2	1390 NE 51 St.	4500	\$202.00	\$82.80	\$284.80
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$202.00	\$82.80	\$284.80
Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.00	\$82.80	\$284.80
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.00	\$82.80	\$284.80
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.00	\$82.80	\$284.80
City of Fort Lauderdale (2)	949 NW 38th St., Ft. Lauderdale	11500	\$202.00	\$82.80	\$284.80
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	900	\$202.00	\$82.80	\$284.80
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.00	\$82.80	\$284.80
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.00	\$82.80	\$284.80
City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650	\$202.00	\$82.80	\$284.80
City of North Miami	12098 NW 11th Ave, North Miami	1150	\$202.00	\$82.80	\$284.80
Village of Palm Springs	360 David Road, Palm Springs	600	\$202.00	\$82.80	\$284.80
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.00	\$82.80	\$284.80
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	\$202.00	\$82.80	\$284.80
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.00	\$82.80	\$284.80
City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.00	\$82.80	\$284.80
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.00	\$82.80	\$284.80
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.00	\$82.80	\$284.80
TYPE 1A – Foundry/ Rice Lime					
City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.00	\$82.80	\$284.80
City of Delray Beach	201 SW 7th St., Delray Beach	3650	\$202.00	\$82.80	\$284.80
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.00	\$82.80	\$284.80
City of Margate	980 NW 66th Ave, Margate	2000	\$202.00	\$82.80	\$284.80
City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000	\$202.00	\$82.80	\$284.80
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.00	\$82.80	\$284.80
City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.00	\$82.80	\$284.80
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.00	\$82.80	\$284.80
Approximate Total Annual Tonnage		59,620			

Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.
- (3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

ATTACHMENT B

TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website:
<https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CARMEUSE LIME & STONE INC.

THIS AGREEMENT is made and entered into this 9th day of September, 2020 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone Inc., a Delaware corporation, duly registered as a Florida Foreign corporation with principal offices located at 11 Stanwix Street, 21st Floor, Pittsburgh, PA 15222 (the "Contractor") to Furnish, Deliver and Discharge of Quicklime for the City of Hollywood, Florida through the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Attachment A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall, at all times, have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to provide a copy of the "Contractor Pass Request

Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites.

- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured, and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
 - o General Liability - \$1M per occ. / \$2M aggregate
 - o Automobile – \$1M per occ. / \$1M aggregate
 - o Workers Comp – Statutory
- 3.3** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) year periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. Contract Sum

The Contract Sum for the above work for entities listed in Attachment A (UNIT PRICING PROVIDED IN BID) herein shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Attachment A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Attachment A, shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis beginning on January 1, 2021 in accordance with Section 5.3 "Escalation / De-escalation" shown herein.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Attachment B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Attachment B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Attachment B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase; and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written

verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Attachment B herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Attachment B to this Agreement.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material

All materials and products supplied by the Contractor in conjunction with this agreement shall conform to the specifications of the original bid #20-21B. The City reserves the right to return the product to the Contractor and require the delivery of new product at no cost to the City.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but

not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, genetic information, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, genetic information or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had 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 skill necessary to perform the work. 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 and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Carmeuse Lime & Stone Inc.
11 Stanwix Street
Pittsburgh, PA 15222
Attn: Phil Piggott, V.P. of Sales & Marketing

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of

performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21 Scrutinized Companies -- 287.135 AND 215.473

- 21.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not

on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

- 21.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22 Public Records

- 22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

22.1.1 Keep and maintain public records required by the City in order to perform the service;

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

22.1.3 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.

22.1.4 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.

- 22.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

23 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
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder

of

Page

Intentionally

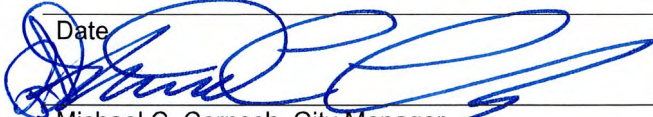
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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President of Operations, General Mgt., duly authorized to execute same.

CITY OF TAMARAC


Michelle J. Gomez, Mayor

Date


Michael C. Cernech, City Manager

Date

9-24-20

ATTEST:


Jennifer Johnson, CMC
City Clerk

Date

9-24-2020

Approved as to form and legal sufficiency:

City Attorney

Date

9/14/20

ATTEST:


Signature of Corporate Secretary

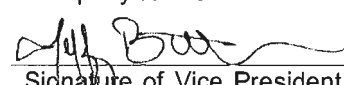
Nicholas Bonarrigo

Deputy General Counsel, Assistant Secretary

(CORPORATE SEAL)

CARMEUSE LIME & STONE, INC.

Company Name


Signature of Vice President of Operations, General Mgt.

Jeff Bittner

September 9, 2020

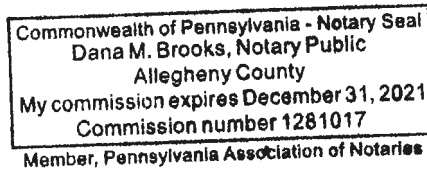
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :
COUNTY OF Allegheny : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jeff Bittner, Vice President of Operations, General Mgt of Carmeuse Lime & Stone, Inc. a Delaware Corporation duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 9th day of September, 2020.



Dana M. Brooks

Signature of Notary Public
State of ~~Florida~~ Pennsylvania

Dana M. Brooks.

Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

Type of I.D. Produced



DID take an oath, or



DID NOT take an oath.

ATTACHMENT A PARTICIPATING AGENCIES & UNIT PRICING PROVIDED IN BID

Contact information for the agency participating in this agreement and its respective delivery location:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Hollywood, Wastewater	1621 N. 14 th Avenue	Hollywood, FL 33022	Coy Mathis Joel Blanco	954/921-3288 cmathis@hollywoodfl.org jblanco@hollywoodfl.org

UNIT PRICING PROVIDED IN BID AS OF AUGUST 31, 2020 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 2 – Hi Cal Granular					
City of Hollywood. Wastewater	1621 N. 14 th Avenue, Hollywood 33022	5550	\$190.00	\$100.99	\$290.99
Approximate Total Annual Tonnage		5550			

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ATTACHMENT B TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%



Printed: 8/13/2020 9:38:29 AM

Page 1 of 3

Order ID: 6742699

* Agency Commission not included

GROSS PRICE * : \$124.20

PACKAGE NAME: SSC Advertisement For Bids



Printed: 8/13/2020 9:38:29 AM

Page 2 of 3

Order ID: 6742699

* Agency Commission not included

GROSS PRICE * : **\$124.20**

PACKAGE NAME: SSC Advertisement For Bids

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com

AdSize(s): 1 Column

Run Date(s): Sunday, August 16, 2020

Color Spec. B/W

Preview

Order ID: 6742699

* Agency Commission not included

GROSS PRICE * : \$124.20**PACKAGE NAME: SSC Advertisement For Bids****ADVERTISEMENT INVITATION TO BID
(ITB)****ALL QUALIFIED BIDDERS:**

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tendersTM until 3:00 PM local time, Monday, August 31, 2020 for:

Furnish, Deliver and Discharge Quicklime

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tendersTM on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. Please download the bid document to receive instructions about attending the virtual bid opening ceremony.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,

/s/Kelith K. Glatz
Kelith K. Glatz, CPPD
Purchasing & Contracts Manager
8/16/2020 6742699

20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

Vendor Details

Company Name: Lhoist North America of Alabama, LLC
Address: 1479 Town Center Drive
Suite 229
Lakeland, Florida 33803
Contact: Elizabeth Hart
Email: elizabeth.hart@lhoist.com
Phone: 863-644-9010
Fax: 863-644-9030
HST#:

Submission Details

Created On: Tuesday August 25, 2020 08:57:58
Submitted On: Saturday August 29, 2020 14:15:06
Submitted By: Elizabeth Hart
Email: elizabeth.hart@lhoist.com
Transaction #: 28c96c3f-ecff-4a4f-8a79-d49ffc6d798e
Submitter's IP Address: 65.35.99.250

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Type 1 – Pebble Lime

☐ We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	Broward County Dist. 1	3701 N State Road 7	2500	\$202.0000	\$82.8000	\$ 712,000.00	*
2	Broward County Dist. 2	1390 NE 51 St.	4500	\$202.0000	\$82.8000	\$ 1,281,600.00	*
3	City of Coral Springs Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.	3800 NW 85th Avenue, Coral Springs	1352	\$202.0000	\$82.8000	\$ 385,049.60	*
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.0000	\$82.8000	\$ 284,800.00	*
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.0000	\$82.8000	\$ 99,680.00	*
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.0000	\$82.8000	\$ 402,992.00	*
7	City of Fort Lauderdale Must deliver between 7:00AM and 3:00 Daily.	949 NW 38th St., Ft. Lauderdale	11500	\$202.0000	\$82.8000	\$ 3,275,200.00	*
8	City of Hallandale Beach Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.	630 NW 6th Avenue, Hallandale	900	\$202.0000	\$82.8000	\$ 256,320.00	*
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.0000	\$82.8000	\$ 149,520.00	*
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.0000	\$82.8000	\$ 519,760.00	*
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650	\$202.0000	\$82.8000	\$ 185,120.00	*
12	City of North Miami	12098 NW 11th Ave, North Miami	1150	\$202.0000	\$82.8000	\$ 327,520.00	*
13	Village of Palm Springs	360 David Road, Palm Springs	600	\$202.0000	\$82.8000	\$ 170,880.00	*
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.0000	\$82.8000	\$ 170,880.00	*
15	City of Pompano Beach	City of Pompano Beach	2200	\$202.0000	\$82.8000	\$ 626,560.00	*
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.0000	\$82.8000	\$ 167,462.40	*
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.0000	\$82.8000	\$ 683,520.00	*
18	City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.0000	\$82.8000	\$ 170,880.00	*
19	Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.0000	\$82.8000	\$ 378,784.00	*
						Subtotal:	\$ 10,248,528.00

Type 1A -- Foundry/Rice Lime

☐ We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.0000	\$82.8000	\$ 479,888.00	
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650	\$202.0000	\$82.8000	\$ 1,039,520.00	
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.0000	\$82.8000	\$ 683,520.00	
4	City of Margate	980 NW 66th Ave, Margate	2000	\$202.0000	\$82.8000	\$ 569,600.00	
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000	\$202.0000	\$82.8000	\$ 854,400.00	
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.0000	\$82.8000	\$ 1,196,160.00	
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.0000	\$82.8000	\$ 427,200.00	
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.0000	\$82.8000	\$ 1,480,960.00	
						Subtotal:	\$ 6,731,248.00

Type 2 – Hi CAL Granular

☐ We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$202.0000	\$180.3300	\$ 2,121,931.50	
						Subtotal:	\$ 2,121,931.50

Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	\$ 10,248,528.00
Type 1A -- Foundry/Rice Lime	\$ 6,731,248.00
Type 2 – Hi CAL. Granular	\$ 2,121,931.50
Subtotal Contract Amount:	\$ 19,101,707.50

Bid Questions

TERMS: _____% (percent discount, if any, if payment made within _____ DAYS; otherwise, terms are NET 30 days. No Discount. Payment terms net 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO No - only on COD accounts.

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement, and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons. Yes

Provide detailed information on your firm's method for distributing the lime to CO-OP Members. Lime will be shipped via rail from manufacturing point in AL to distribution terminals in South Florida (Pompano and Ft. Lauderdale). Lime is unloaded into silos and then loaded into pneumatic tankers for delivery to customers' silos.

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No Yes

Specifications

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
OTHER	Lhoist North America of AL, LLC	1479 Town Center Drive, Suite 229, Lakeland, FL 33803	3146144950	Lakeland	FL	33813	M09000001425	63-1002780	dale.james@lhoist.com

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		
☒ Yes		*
☐ No		

BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any governmental entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? *
1	9	N/A	Chemical Lime Company	No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	No	Manufacturer	☒ Yes ☐ No

Scrutinized Companies and Boycott of Israel

I certify that my company will not:

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

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
☒ Yes ☐ No	*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	*
1	Equally-owned (Female and Male)	Caucasian/White	None	Other	NONE	*

APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *	*
Southern Tank	800 West McNab Road, Fort Lauderdale, FL 33309	Matthew Sweatman	954-533-6795	
Southern Tank	800 West McNab Road, Fort Lauderdale, FL	Matthew Sweatman	954-533-6795	*

APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *	*
Santos George	Quicklime Driver	*
Glover Gilley	Quicklime Driver	
Hayden Gayle	Quicklime Driver	
Franklyn Ulysses	Quicklime Driver	
Matthew Sweatman	Manager and Quicklime Driver	

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	City of Lakeland	1501 West Bella Vista Street Lakeland, Florida 33805	Joseph Costine	863-834-6750	Joseph.Costine@lakelandgov.net	*
2	City of West Palm Beach	401 Clematis Street, 5th Floor West Palm Beach, FL 33401	Mona Wamsley	561-494-1055	rwamsley@wpb.org	*
3	Palm Beach County COOP	100 E. Boynton Beach Blvd Boynton Beach, FL 33435	Julianne Alibrandi	561-742-6322	AlibrandiJ@bbfl.us	*
4	City of Naples	1000 Fleischmand Blvd Naples, FL 34102	Gerald Secory	239-213-7100	jsecory@naplesgov.com	*
5	City of Orlando	6001 Iron Bridge Circle Orlando, Florida 32765	Diane Tisdell	407-246-2563	Diane.Tisdell@orlandogov.org	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - TAMARAC NON-COLLUSIVE AFFIDAVIT.pdf - Friday August 28, 2020 14:14:21
- [Certified Resolution](#) - TAMARAC CERTIFIED RESOLUTION.pdf - Friday August 28, 2020 13:48:40
- [Certificate of Insurance Proof of Compliance with Requirements](#) - COI THE CITY OF TAMARAC_2947859_64.pdf - Thursday August 27, 2020 09:10:45
- [W9 Form](#) - LNA_AL 2020 W-9.pdf - Thursday August 27, 2020 09:09:12
- [Vendor Narrative to address any issues as requested in the bid document](#) - Pricing Formula and Proposed Exceptions _ Tamarac.pdf - Friday August 28, 2020 14:22:46

Addenda, Terms and Conditions

B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had 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 skill necessary to perform the work. Any potential 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 and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 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; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this

contract.

15. UNBALANCED BIDS

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. CUSTODIAN OF RECORDS

IF THE BIDDER 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

7525 NW 88th AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

-

Remainder of Page Intentionally Blank

☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Dale James, Sales Manager, Lhoist North America of Alabama, LLC
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

Vendor Details

Company Name:	Carmeuse Lime & Stone
Does your company conduct business under any other name? If yes, please state:	PA
Address:	11 Stanwix Street Pittsburgh, PA 15222
Contact:	Jeff McElhinny
Email:	jeff.mcelhinny@carmeuse.com
Phone:	412-995-2025
Fax:	412-995-2025
HST#:	25-1254420

Submission Details

Created On:	Tuesday August 18, 2020 10:38:56
Submitted On:	Friday August 21, 2020 14:38:56
Submitted By:	Jeff McElhinny
Email:	jeff.mcelhinny@carmeuse.com
Transaction #:	12b06e15-86a9-472e-a0bf-55c0b79b0203
Submitter's IP Address:	12.91.164.154

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Type 1 – Pebble Lime

☒ We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	Broward County Dist. 1	3701 N State Road 7	2500				*
2	Broward County Dist. 2	1390 NE 51 St.	4500				*
3	City of Coral Springs Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.	3800 NW 85th Avenue, Coral Springs	1352				*
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000				*
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350				*
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415				*
7	City of Fort Lauderdale Must deliver between 7:00AM and 3:00 Daily.	949 NW 38th St., Ft. Lauderdale	11500				*
8	City of Hallandale Beach Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.	630 NW 6th Avenue, Hallandale	900				*
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525				*
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825				*
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650				*
12	City of North Miami	12098 NW 11th Ave, North Miami	1150				*
13	Village of Palm Springs	360 David Road, Palm Springs	600				*
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600				*
15	City of Pompano Beach	City of Pompano Beach	2200				*
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588				*
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400				*
18	City of Sunrise	15400 Sludge Mill Road, Davie	600				*
19	Village of Wellington	1100 Wellington Trace, Wellington	1330				*
Subtotal:						Not Submitting	

Type 1A -- Foundry/Rice Lime

☒ We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685				
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650				
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400				
4	City of Margate	980 NW 66th Ave, Margate	2000				
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000				
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200				
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500				
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200				
Subtotal:						Not Submitting	

Type 2 – Hi CAL Granular

☐ We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total	
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$190.0000	\$100.9900	\$ 1,614,994.50	
Subtotal:						\$ 1,614,994.50	

Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	Not Submitting
Type 1A -- Foundry/Rice Lime	Not Submitting
Type 2 – Hi CAL. Granular	\$ 1,614,994.50
Subtotal Contract Amount:	\$ 1,614,994.50

Bid Questions

TERMS: _____% (percent discount, if any, if payment made within _____ DAYS; otherwise, terms net 30, no discount for early payment are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO **NO**

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement, and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons.

YES, we have a facility that quarries and calcines the lime in question in Saginaw, Alabama. The material is transported from there to one of several terminals within Florida. Most of our supply will come out of our Pompano terminal.

Provide detailed information on your firm's method for distributing the lime to CO-OP Members. **We only have capacity to bid on the Type-2 HiCal for Hollywood, FL WWTP.**

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No **NO, we are a private corporation.**

Specifications

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
CORPORATION	Carmeuse Lime & Stone	11 Stanwix St, 21st flr	4129952025	Pittsburgh	PA	15222	N/A	25-1254420	salesinquiries@carmeuse.com

VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		
☒ Yes		*
☐ No		

BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any governmental entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? *
1	160	None	None	No	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No	N/A	Manufacturer	☒ Yes ☐ No

Scrutinized Companies and Boycott of Israel

I certify that my company will not:

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

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
☒ Yes	*
☐ No	

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")	*
1	Not Applicable	Caucasian/White	None	Other	None	*

APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *	*
Walpole	269 NW 9th St, Okeechobee, FL 34972	John Cincotta	813-623-1702	
N/A	N/A	N/A	N/A	*

APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *	*
Walpole	Delivery of Lime	*

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	*
1	Miami Dade Water	111 NW 1st Street, Miami, FL 33128	Herman Ramsey	305-375-2851	Unknown	*
2	City of Boca Raton	201 West Palmetto Park Rd, Boca Raton, FL 33432	Sean Sexton	561-338-7324	Unknown	*
3	Tampa Bay Water	2575 Enterprise Rd, Clearwater, FL 33763	Ken Enlow	813-626-8708 ext. 239	Unknown	*
4	City of Hollywood	3441 Hollywood Blvd, Hollywood, FL 33020	Ralph Dierks	954-921-3223	Unknown	*
5	City of Palm Bay, FL	1103 Troutman Blvd NE	Susan Blair	321-952-3424 ext. 3229	Unknown	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - NON-COLLUSIVE AFFIDAVIT - signed.pdf - Friday August 21, 2020 14:32:08
- [Certified Resolution](#) - Carmeuse Lime & Stone Inc Officers and Directors Resolution 2019 FINAL.pdf - Tuesday August 18, 2020 11:20:59
- [Certificate of Insurance Proof of Compliance with Requirements](#) - City of Hollywood COI.pdf - Tuesday August 18, 2020 11:24:58
- [W9 Form](#) - W-9 Carmeuse Lime & Stone Inc.pdf - Tuesday August 18, 2020 11:21:23
- [Vendor Narrative to address any issues as requested in the bid document](#) - Vendor Narrative.pdf - Friday August 21, 2020 14:37:18

Addenda, Terms and Conditions

B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had 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 skill necessary to perform the work. Any potential 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 and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 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; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this

contract.

15. UNBALANCED BIDS

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. CUSTODIAN OF RECORDS

IF THE BIDDER 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

7525 NW 88th AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

-

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☒ We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Jeff McElhinny, Inside Sales Representative, Carneuse Lime & Stone
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? ☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

INVITATION TO BID



20-21B

Furnish, Deliver and Discharge of Quicklime

Publish Date:

08/12/2020

Bid Due and Bid Opening Date:

08/31/2020 at 3:00 PM

Pre-Bid Conference:

None Required

Where to Deliver Bid

Online At:

<https://tamarac.bidsandtenders.org>

All Questions Due:

08/20/2020 by 5:00 PM

**For
Public Services Department
and
The Southeast Florida Governmental Purchasing Cooperative**

INSTRUCTIONS TO BIDDERS & STANDARD TERMS AND CONDITIONS

20-21B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

OUR VISION & MISSION

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

ACCESSIBILITY

The information contained in this document is available in an accessible format at:
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

A. INSTRUCTIONS TO BIDDERS

1. INTRODUCTION & AUTHORITY

It is the intent of the City to award to the most responsible and responsive Responding firm. The City reserves the right to accept or reject any or all responses and to waive any informality concerning the responses when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the response on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

2. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

- B = Invitation for Bid (ITB)
- R = INVITATION TO BID(ITB)
- L = Letter of interest (LOI)
- Q = Request for Qualifications (RFQ)
- RB = Re-Bid
- RP = Re-Proposal
- FQ = Formal Quotation (RFFQ)
- IQ = Informal Quotation (RFIQ)
- HQ = Housing Quotation (RFHQ)

This prefix/suffix will determine what type of solicitation the City will be utilizing.

3. DEFINED TERMS

- 3.1 "Addenda"** – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.
- 3.2 "Agreement"** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 3.3 "City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 3.4 "Contract Administrator"** – The Department's Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

- 3.5 “Contract Documents”** – The contract documents consist of this Agreement, conditions of the contract (General, Supplemental, Addenda, and Change Orders), and all supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.
- 3.6 “Contractor”** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- 3.7 “Co-op” or “Cooperative”** – The Southeast Florida Governmental Purchasing Cooperative.
- 3.8 “On-line e-procurement system” or “e-procurement system”** – The City of Tamarac’s solicitation management partner “bidsandtendersTM”
- 3.9 “bidsandtendersTM”** -- The City of Tamarac’s on-line solicitation management partner and the e-procurement system used by the City. The terms “on-line e-procurement system” and “bidsandtendersTM” may be used interchangeably herein.
- 3.10 “Notice to Proceed”** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor’s obligations under the Contract Documents.
- 3.11 “Performance Based Contract”** -- A contracting model whereby satisfactory performance under the contract, will result in the City’s exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor’s loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.
- 3.12 “Project”** – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.
- 3.13 “Project Manager”** – The City’s authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.
- 3.14 “Request for Proposals (ITB)”** -- A Request for Proposals (ITB) is a method of procurement permitting discussions with responsible respondents and revisions to proposals **prior** to award of a contract. Proposals will be opened in private. Award may be made based on the responses based on the criteria set forth herein.
- 3.15 “Respondent/Offeror/Proposer”** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the Offeror.
- 3.16 “Response Documents/Proposal”** - the Request for Qualifications, Instructions to Offerors, Respondent’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent’s Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 3.17 “Specifications”** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the work and certain administrative details applicable thereto.
- 3.18 “Subcontractor”** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of any work.
- 3.19 “Successful Offeror/Respondent”** - the

qualified, responsible and responsive Offeror/Respondent to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

- 3.20 "Supplier"** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 3.21 "Term Contract"** -- A requirements agreement by which a specific good or service may be obtained from a vendor at a specific price for a specific timeframe.
- 3.22 "Unit Price Work"** – Work to be paid for on the basis of unit prices.
- 3.23 "Work"** – The entire completed scope of work or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to furnishing labor, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.
- 3.24 "Written Amendment"** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work related aspects of the Contract Documents.

4. CLARIFICATION & ADDENDA

- 4.1** Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this document, the Special Conditions and/or the Scope of Work shall prevail.
- 4.2** The responding firm shall examine all response documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.
- 4.3** Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at <https://tamarac.bidsandtenders.org/>.
- 4.4** The City of Tamarac reserves the right to amend

this proposal document prior to the response opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

- 4.5 **** SPECIAL NOTE** -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).

It is essential that all vendors receiving a bid or proposal download the document from the City's web-site.

All responding firms must visit <https://tamarac.bidsandtenders.org/> to download response documents. Responders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, responders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.

Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered. Addendums will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to ensure that they have received all addendums issued for a solicitation prior to submitting a response. Offerors shall be solely responsible for maintaining accurate contact data with the Responses and Tenders. The City shall under no circumstances be responsible for and errors or omissions in vendor's contact information on file with. Updates to contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.

5. SUBMISSION OF THE BID

The Responding firm is directed to submit all bids online at <https://tamarac.bidsandtenders.org/Module/Tenders/en> no later than the date and time specified on the cover page of this solicitation document. Bids will not be considered and cannot be entered online after the above referenced closing date. The City will not be responsible for a late bid as a result of the vendor's

inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document. All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City.

The Responding firm preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Responding firm shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

6. MODIFICATION AND WITHDRAWAL OF BID

6.1 Bids may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Bids, and may be alternatively completed on-line at <https://tamarac.bidsandtenders.org/Module/Tender/en>. Withdrawal of a Bid will not prejudice the rights of an Offeror to submit a new Bid prior to the Bid opening date and time.

6.2 If, within twenty-four (24) hours after Bids are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid, but the intended correct Bid is not similarly evident, Offeror may withdraw its Bid and any bid security will be returned. Thereafter, the Offeror may be disqualified from further bidding on the subject Contract.

7. REJECTION OF BIDS

7.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized

alterations, or irregularities of any kind.

7.2 City reserves the right to reject the Bid of any Offeror if City believes that it would not be in its best interest to make an award to that Offeror, whether because the Bid is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

8. OMISSION OF DETAILS

8.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

8.2 For the purpose of evaluation, the Respondent must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

9. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit this form with the response/Bid. The City considers the failure of the Offeror to submit this document to be a major irregularity, and may be cause for rejection of the response

10. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

11. QUANTITIES

Any quantities which may be shown herein, as applicable, are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

12. DELIVERY

All items shall be delivered F.O.B. destination to an address specified by the using agency. All delivery costs and charges must be included in the Bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Bid.

13. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested, it must be delivered within seven days of the request unless otherwise stated in the Bid. Each sample must be marked with the Proposer's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.

14. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Any pricing provided shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, pricing submitted shall be fixed and firm for a period of ninety (90) calendar days including when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for response evaluation.

Prompt Payment Discounts: Offerors are encouraged to provide prompt payment terms. If no payment discount is offered, the Offeror shall enter zero (0) for the percentage discount to indicate net 30 days. If the Offeror does not enter a percentage discount, it is understood and agreed that the payment terms shall be two percent (2%) ten (10) days, net thirty (30) days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218. (See link for more information)

*****IMPORTANT NOTE*****

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <https://tamarac.seamlessdocs.com/f/DirectDeposit>.

Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

15. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

16. RESPONSE TABULATION

After the response time has closed, and after review by the Evaluation Committee, a tabulation of points awarded to each response will be posted online at: <https://tamarac.bidsandtenders.org>. Offerors will be able to download the tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed responses and quotations or Bids received by an agency pursuant to invitations for bid or requests for Bids are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

17. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

18. OTHER GOVERNMENTAL ENTITIES

This bid is issued on behalf of members of the Southeast Florida Governmental Purchasing Cooperative. Only those agencies listed in this document will be eligible to participate in this contract. Contractor shall provide insurance to each agency based on the requirements listed herein at a minimum. Each agency will be responsible for coordinating their own orders, and the City will not be a party to any dispute between Contractor and any other agency besides the City.

19. UNBALANCED RESPONSES

When a unit price proposed has variable or estimated

quantities, and the response shows evidence of unbalanced pricing, the City reserves the right to reject such response.

20. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

21. BUDGETARY CONSTRAINTS

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

22. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

23. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.

23.1 Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

23.2 During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

24. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

25. WITHDRAWAL OF BID

Any Responding firm may withdraw its Bid prior to the indicated opening time. The request for withdrawal must be completed online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. This must be requested prior to the Bid opening date and time.

26. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a Bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

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B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the Bid shall be just cause for cancellation of the Bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid.

The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

4. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. FUNDING OUT:

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

8. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment,

notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a

Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

11. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

12. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent

contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had 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 skill necessary to perform the work. Any potential 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 and/or overtime premiums.

13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. RECORDS/AUDITS

14.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 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; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

14.2 During the term of the contract, the successful Bidder shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The successful Bidder agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

15. UNBALANCED BIDS

When a unit price Bid has variable or estimated quantities, and the Bid shows evidence of unbalanced Bid pricing, such Bid may be rejected.

16. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of Bid Prices or Price Bid Form, the unit prices shall prevail.

17. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. CUSTODIAN OF RECORDS

IF THE BIDDER 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
7525 NW 88th AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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August 12, 2020

20-21B

ADVERTISEMENT INVITATION TO BID (ITB)
ALL QUALIFIED BIDDERS:

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tenders™ until **3:00 PM local time, Monday, August 31, 2020** for:

Furnish, Deliver and Discharge Quicklime

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tenders™ on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,



Keith K. Glatz, CPPO
Purchasing & Contracts Manager

Virtual Bid Opening Ceremony to be held at 3:00 P.M. on August 31, 2020. The public may access the Bid Opening Ceremony at the following link via Microsoft Teams:

[Join Microsoft Teams Meeting](#)
[+1 954-289-2459](#) United States, Fort Lauderdale (Toll)
Conference ID: 513 062 477#

Publish Sun-Sentinel: 08/16/2020



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

**SPECIAL INSTRUCTIONS
BID 20-21B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**

1. SE FLORIDA GOVERNMENTAL COOPERATIVE PARTICIPANTS:

Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	124 E. Woolbright Rd.	Boynton Beach 33435	David Roland	561/742-6434 RolandD@bbfl.us
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell PBerrios@broward.org
Broward County Dist. 2A	1390 NE 50th St.	Deerfield Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell JOtero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 ncosta@daniabeachfl.gov
City of Delray Beach	201 SW 7 th St.	Delray Beach 33444	Bryan Heller	561/531-0817 HellerB@mydelraybeach.com
Town of Davie	3500 NW 76 th Avenue	Hollywood, FL 33024	Raul Sotelo	954/327-3748 Raul_sotelo@davie-fl.gov
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Joshua Niemann	954/480-4373 Jniemann@Deerfield-Beach.com
City of Fort Lauderdale	949 NW 38 th Street	Oakland Park, 33309	Cesar Alza	954/828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2 nd Street	Hallandale 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 lmontoya@hollywoodfl.org
City of Hollywood	1621 N. 14 th Avenue	Hollywood 33022	Coy Mathis Joel Blanco	954/921-3288 cmathis@hollywoodfl.org jblanco@hollywoodfl.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Tim Sloan	561/586-1636 TSloan@LakeWorthBeachFL.Gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Lurleen Evans	954/730-2972 / 954-730-4225 Levans@lauderhill.fl.gov
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@margatefl.com
City of North Lauderdale	841 NW 71 st Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 NBuckeridge@NLauderdale.org
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 PVida@northmiamiFL.gov
City of North Miami Beach	19150 NW 8 th Avenue	Miami Gardens 33169	Moises Sierra / Carlos Carrazana	787/406-9628 305/650-0000 Moises.sierraortiz@jacobs.com Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/635-4282 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	561/635-4282 dburgin@vpsfl.org
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	786/644-8762 michael.cepeda@jacobs.com
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Phil Hyer	954/545-7030 Phil.hyer@copbfl.com
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Danford	561/723-9973 ddanford@rivierabeach.org
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Roal Small	954/572-2424 rsmall@sunrisefl.gov
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 kberroteran@wellingtonfl.gov
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano	561/822-2290 sfeliciano@wpb.org

2. CONTACT INFORMATION AND QUESTIONS

For inquiries regarding this solicitation Bidders must submit questions online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. Once on the webpage bidder should click the solicitation they are interested in and click the "Submit a Question Button". All questions will be reviewed by the City and answered in the form of an addendum which will be uploaded to the City's website and available for all firms registered as plan holders. An example screen shot of how to submit a question is shown below:

Welcome to the City of Tamarac Current Solicitations Website [Bids Homepage](#) [Create Account](#) [Login](#)

This site allows potential Bidders to create a Bidding System Vendor account. Bidders select commodity codes for goods and services and the Bidding System will notify the Vendor by email of Bid opportunities matching their commodity code selection.

Bidders are solely responsible for ensuring their Vendor account information is kept current.

For step by step instructions on how to create an Account please refer to the [Vendor Guide](#)

Purchasing Support:
If you have questions about a specific bid opportunity please direct your inquiry to the contact person listed in the bid document.

Technical Support:
If you encounter technical issues, please contact support@bidsandtenders.org

The following is a list of our current online bid opportunities. Please refer to the Status column in the list to determine if the bid is open, closed or awarded.

[Login](#) [Create Account](#)

Search Open ▾

Bid Name	Bid Status	Bid Closing Date	Days Left
17-17B - Construction of Sunset Hammock Artistic Work	Open	Tue Aug 1, 2017 3:00:59 pm	5

[Register for this Bid](#) [Submit a Question](#) [Bid Details](#) | [Download Documents \(1\)](#) | [Addenda \(3\)](#) | [Plan Takers \(5\)](#)

The City of Tamarac, Florida has commissioned Margi Glavovic Nothard through Glavovic Studio, Inc. to create Sunset Hammock ("Artwork"), an Artwork of significant size and quality to be located at Sunset Point Park located at 110000 W. McNab Road, Tamarac, Florida. The artwork will reflect the spirit of Tamarac and be impactful to pedestrians and passerby traffic from the Sawgrass Expressway both day and night at this highly active park. Artist Margi Glavovic Nothard ("Artist") will be responsible for the artistic creation and oversight of the installation of the final work.

3. DIGITAL FORMS TO COMPLETED WITH BID

The following fillable digital forms have been created and must be submitted / acknowledged with each bid:

[Certification](#)

[Vendor Drug-Free Workplace](#)

[Bidder's Qualification Statement](#)

[References](#)

[Boycotting Israel or Scrutinized Companies List](#)

[APPENDIX A – Part 1 – Contractor Pass Request Contact Information](#)

[APPENDIX A – Part 2 – Contractor Pass Request - List of Contractor Employees Requiring Access to Facilities.](#)

4. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

The following forms must be filled out, scanned back and uploaded to the defined section below:

Document Upload #	Required forms to be printed out, filled out, scanned back in and uploaded
Document Upload 1:	Non-Collusive Affidavit and Acknowledgment Non-Collusive Affidavit
Document Upload 2:	Certified Resolution
Document Upload 4:	Certificate of Insurance Proof of Requirements
Document Upload 5:	W9
Document Upload 6:	Vendor Narrative to address any issues as requested in the bid document. (Please address any items to respond to requests for Licenses, product specifications or other items required.)

Failure to provide the requested attachments **may** result in your bid being deemed non-responsive.

SPECIAL CONDITIONS

BID 20-21B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2. CONTRACT TERM

The contract term shall be for an initial period of three (3) years, beginning November 1, 2020. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the extension and renewal terms.

3. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges.

- A. Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges. Pricing will be subject to adjustment on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.
- B. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the U.S. On-Highway Diesel Fuel Prices – U.S. (Average), as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: <https://www.eia.gov/petroleum/gasdiesel/>.

C. Escalation/De-escalation:

- 1. The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation may include, but not be limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS)

reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices. The bidder will need to validate to the City, which sources will be used to justify price adjustments prior to commencement of work under the agreement issued as the result of this invitation for bid. The City reserves the right to exercise final approval of the sources to be used for price adjustment justification.

2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
3. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Special Conditions Section 3.B "Pricing", herein and utilizing Appendix B to this bid.
4. **Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.**

4. BASIS FOR ADJUSTMENT OR REJECTION OF SHIPMENTS

The City reserves the right to reject, at the Bidder's expense, any shipment that fails to meet the specifications listed herein. The Bidder shall be given twenty-four (24) hours after failure notification to arrange for independent laboratory analysis of one (1) of the retained samples from said shipment.

5. DAMAGE TO EQUIPMENT

If it is determined that the Bidder has shipped a product other than that specified, resulting in equipment damage, the Bidder shall assume full responsibility for the cost of repairs.

6. DELIVERY

Bidder shall be capable of and agree to the following:

- A. Delivery 24-hours per day, seven days per week.
- B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.
- C. As may be requested by using department, provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.

- D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.
- E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

7. INVOICING

Invoice shall indicate Purchase Order number, Unit price, extension, total billed and any allowable cash discounts.

8. INSURANCE

Bidders shall submit copies of their current insurance certificates with the bid as referenced in the General Terms and Conditions. Failure to do so may cause rejection of the Bid.

9. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

10. SECURITY

The awarded Contractor shall be required to complete the and upload the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor shall not admit any unauthorized personnel onto any work site. Vendor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

The awarded Contractor shall be held responsible for complying with these procedures.

11. CAPABILITIES OF THE SUPPLIER

Suppliers of Quicklime under any Agreement resulting from this Invitation for Bid should be actively engaged in the actual production of Quicklime, and may be requested to demonstrate that the firm has the adequate equipment, supplies and labor required to produce the finished material and maintain production of Quicklime, and a continuity of supply to agencies within the Southeast Florida Governmental Purchasing Cooperative. The Supplier must have appropriate reliable distribution channels to transport, deliver and discharge quicklime at the requested delivery locations included herein. Additionally, the firm may be requested to provide copies of its most recent audited financial statement demonstrating that the firm has the necessary financial capability to meet the requirements of agencies within the Southeast Florida Governmental Purchasing Cooperative, as well as information that demonstrates the past experience in making compliant product deliveries for large quantities of quicklime at water treatment facilities similar to

those used by the City. The Bidder will be required to respond to questions included in the Bids and Tenders electronic solicitation document.

12. CONSIDERATION FOR AWARD

The City reserves the right to consider a Bidders history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrants such determination. A complete history of all citations, violations, notices or dispositions shall be submitted with bid. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of any citation or violation received after the Bid opening date and during the time of performance of any contract awarded to Bidder.

Other considerations for award include:

- A. The ability and capacity of the Bidder to perform the requirements of the bid.
- B. The availability and quality of the Bidder's product to the required use.

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TECHNICAL SPECIFICATIONS

BID NO. 20-21B

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

Type 1: Pebble lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

- (A) Slaking Rate
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.
- (B) Calcium Oxide (CaO) Content
Shall contain a minimum of 92% free lime.
- (C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.
- (D) Sampling Procedure
 - 1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
 - 2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.
- (E) Testing Procedures
 - 1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.
 - 2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.
 - 3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.
- (F) Pebble Size: -1/2" x 5 mesh (-1/2" x 0.157")

Type 1A: Foundry or Rice lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

- (A) Slaking Rate
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.
- (B) Calcium Oxide (CaO) Content
Shall contain a minimum of 89% free lime.
- (C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.
2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.
3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.

(F) Foundry/Rice Size: -5 mesh x 14 mesh (0.157" x 0.0555")

Type 2. Hi-Cal, Granular lime, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

- (A) Slaking Rate:
Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.
- (B) Calcium Oxide (CaO) Content
Shall contain a minimum of 92% free lime total, and a minimum of 87% available CaO, per ASTM C-25 method.
- (C) Residue After Slaking
Residue shall not be more than 2% by weight on 30 mesh sieve.
- (D) Sampling Procedure
1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
 2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.4.
2. Calcium Oxide
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.3.2.
3. Residue After Slaking
As covered in ANSI/AWWA Specifications, B-202-02, Section 5.5.

(F) Sizing:

Granular product U.S. sieves size 0" x 1/8". Bulk density average of 63 lb. per cubic foot.

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**BID FORM
INVITATION FOR BID
IFB 20-21B**

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

NOTE: THIS FORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ALL PRICING MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY'S BIDS & TENDERS PLATFORM!!

We propose to furnish the following in conformity with the specifications. The bid prices quoted are certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. Rail and Truck fuel surcharges are not included on the spreadsheet below and will be invoiced as separate line items per the requirements outlined in Section 3, "Pricing" of the Special Conditions herein. To assure continuity of supply, it is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to award the bid on a split order basis, lump sum (preferred) or individual item basis unless otherwise stated.

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
Broward County Dist. 1	3701 N State Road 7	2500	\$ _____	\$ _____	\$ _____
Broward County Dist. 2	1390 NE 51 St.	4500	\$ _____	\$ _____	\$ _____
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$ _____	\$ _____	\$ _____
Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$ _____	\$ _____	\$ _____
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$ _____	\$ _____	\$ _____
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$ _____	\$ _____	\$ _____
City of Fort Lauderdale (2)	949 NW 38 th St., Ft. Lauderdale	11500	\$ _____	\$ _____	\$ _____
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	900	\$ _____	\$ _____	\$ _____
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$ _____	\$ _____	\$ _____
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$ _____	\$ _____	\$ _____
City of North Lauderdale	841 NW 71 st Avenue, North Lauderdale	650	\$ _____	\$ _____	\$ _____
City of North Miami	12098 NW 11 th Ave, North Miami	1150	\$ _____	\$ _____	\$ _____
Village of Palm Springs	360 David Road, Palm Springs	600	\$ _____	\$ _____	\$ _____
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$ _____	\$ _____	\$ _____
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	\$ _____	\$ _____	\$ _____
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$ _____	\$ _____	\$ _____

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$	\$	\$
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$	\$	\$
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$	\$	\$
TYPE 1A – Foundry/ Rice Lime					
City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$	\$	\$
City of Delray Beach	201 SW 7 th St., Delray Beach	3650	\$	\$	\$
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$	\$	\$
City of Margate	980 NW 66 th Ave, Margate	2000	\$	\$	\$
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	3000	\$	\$	\$
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$	\$	\$
City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$	\$	\$
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$	\$	\$
TYPE 2 -- Hi CAL Granular					
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$	\$	\$
Total Annual Tonnage		65,170			\$

Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.
- (3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

APPENDIX A

CONTRACTOR PASS REQUEST

THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE, BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD ADDITIONAL ROWS.)

Vendor Name: _____

Vendor Address: _____

Vendor Contact Name: _____

Vendor Contact Phone Number: _____

List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

Name	Work to be Performed

APPENDIX B

2020 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

SAMPLE FORM AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

(SUCCESSFUL BIDDER)

NOTE: THIS IS A SAMPLE AGREEMENT DOCUMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ACTUAL AGREEMENT DOCUMENT WILL BE COMPLETED BY THE SUCCESSFUL BIDDER AT TIME OF AWARD!!

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a ____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4** Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured, and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
 - o General Liability - \$1M per occ. / \$2M aggregate
 - o Automobile – \$1M per occ. / \$1M aggregate
 - o Workers Comp – Statutory
- 3.3** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2020 through October 31, 2023, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through October 31, 2023. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor

Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Section 3.C.1 herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #20-21B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for

herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had 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 skill necessary to perform the work. 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 and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21 Scrutinized Companies -- 287.135 AND 215.473

- 21.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 21.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22 Public Records

- 22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - 22.1.1 Keep and maintain public records required by the City in order to perform the service;
 - 22.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 22.1.3 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.
 - 22.1.4 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.
- 22.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's

Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

23 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
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

Remainder

of

Page

Intentionally

Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____ duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Jennifer Johnson, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
COUNTY OF _____ : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐
☐

Personally known to me or
Produced Identification

Type of I.D. Produced

☐

DID take an oath, or

☐

DID NOT take an oath.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT THE RESOLUTION APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) UNDER THE LOCAL GOVERNMENT CYBERSECURITY PROGRAM.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo R-2023- Florida Local Government Cybersecurity Grant, R-2023- Florida Local Government Cybersecurity Grant



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

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director

SUBJECT: Florida Local Government Cybersecurity Grant Agreement

REQUEST

The Finance Department requests approval of a Grant Agreement with the Florida Digital Service (FLDS) a division of the Florida Department of Management Services (Florida DMS) for cybersecurity related capabilities and services.

BACKGROUND

The State of Florida has allocated \$30 Million for a competitive grant program to equip local governments with cybersecurity capabilities. The City has been awarded the Florida Local Government Cybersecurity Grant, which provides cybersecurity technical assistance to local Florida governments that will improve their cybersecurity posture and resiliency. The grant will not provide funding to the City, but instead allows the City to subscribe to assistance and capabilities offered through the program.

The grant will be for a period of 12 months. If additional funding for the grant is received for the upcoming fiscal year, FLDS intends to extend and renew current agreements with awarded applications.

FLDS requires that the grant agreement be executed by May 31, 2023.

BUDGETARY IMPACT

There is no cost for acceptance of the Grant Agreement.

RECOMMENDATION

Approve the grant agreement with the Florida Department of Management Services for cybersecurity related capabilities and services.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS) UNDER THE LOCAL GOVERNMENT CYBERSECURITY PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has allocated \$30 million for the Florida Local Government Cybersecurity Grant Program to provide technical assistance to local governments, improving their cybersecurity posture and resiliency; and

WHEREAS, the City has been awarded a grant through the program, and the initial grant period and funding is for 12 months and agreements will be renewed for subsequent years, if funding is provided by the State; and

WHEREAS, the grant will not provide funding to the City, but instead allows the City to subscribe to assistance and capabilities offered through the program; and

WHEREAS, the City Administration recommends that the City Commission approve and authorize execution of the grant agreement and participation in the Local Government Cybersecurity Grant Program.

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

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

Section 2. That the City Commission authorizes the appropriate City officials to execute the grant agreement, which agreement is confidential and exempt from section 119.07(1), F.S. and section 286.011, F.S. and therefore, not attached to this Resolution.

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

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on May 23, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION AUTHORIZING THE TERMINATION OF THE AGREEMENT WITH SOUTHERN UNDERGROUND INDUSTRIES, INC. FOR THE “REHABILITATION OF LIFT STATIONS 1, 2 AND 3”; AUTHORIZING THE RE-ISSUE OF AN INVITATION TO BID NO. 2022-026 FOR THE “REHABILITATION OF LIFT STATIONS 1, 2 AND 3”. *(Public Services)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-TERM-AGREEMENT-SOUTHERN-REISSUE-ITB (002), R-2023-Southern Underground Industries Inc. Contract Termination, R-2022-164 Southern Underground Industries, Inc. Bid Award for Rehabilitation of Lift Stations 1, 2 and 3 (ITB 22-026) and Retro, Southern Underground Industries Inc. Agreement for Rehabilitation of Lift Stations 1, 2 and 3 (ITB 22-026) executed



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO TERMINATE SOUTHERN UNDERGROUND
INDUSTRIES, INC. AGREEMENT FOR ITB NO. 2022-026 “REHABILITATION
OF LIFT STATIONS 1, 2 AND TO REBID THE PROJECT**

Request

The Public Services Department (PSD) requests authorization to terminate Southern Underground Industries, Inc. Agreement for ITB No. 2022-026 “Rehabilitation of Lift Stations 1,2 and 3.” Project and to Re-issue.

Background

The Invitation to Bid No. 2022-026(ITB) was advertised in the Sun-Sentinel on August 1st, 2022 and posted on the City’s website and Demand-Star. Bids were opened publicly on August 31, 2022, with two (2) responses received:

- | | |
|---|-----------------|
| 1. Southern Underground Industries, Inc | \$4,821,520.00 |
| 2. TLC Diversified, Inc. | \$15,380,950.00 |

On January 4, 2023, the City of Dania Beach and Southern Underground Industries, Inc. entered into the Agreement for the “Rehabilitation of Lift Stations 1, 2, and 3.” As part of the Agreement with the City, Southern Underground Industries, Inc. were to obtain the necessary Performance Bond stipulated which they have provided. As a result, this violates the Agreement. Therefore, no remedy for the violation is possible.

PSD recommends, with the support of the City Attorney, to terminate the Agreement with Southern Underground Industries and that the “Rehabilitation of Lift Stations 1, 2 and 3” ITB 2022-026 be re-issued.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**RESOLUTION TO TERMINATE SOUTHERN UNDERGROUND INDUSTRIES
INDUSTRIES, INC. AGREEMENT FOR ITB NO. 2022-026 “REHABILITATION OF
LIFT STATIONS 1, 2 AND 3”**

Budgetary Impact

The budgetary impact is unknown until the response to the re-issued ITB 2022-026 is known.

Recommendation

PSD recommends the City Commission adopt a resolution to terminate the Agreement with Southern Underground Industries, Inc. for the “Rehabilitation of Lift Stations 1, 2 and 3” and authorize the re-issue of the ITB 2022-026.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA; AUTHORIZING THE TERMINATION OF THE AGREEMENT BETWEEN THE CITY AND SOUTHERN UNDERGROUND INDUSTRIES, INC., FOR THE “REHABILITATION OF LIFT STATIONS 1, 2 AND 3”; AUTHORIZING THE RE-ISSUE OF AN INVITATION TO BID NO. 2022-026 FOR THE “REHABILITATION OF LIFT STATIONS 1, 2 AND 3”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 1, 2022, the City issued Invitation to Bid (“ITB”) No. 22-026 for the “Rehabilitation of Lift Stations 1, 2 and 3” (“Project”); and

WHEREAS, on August 31, 2022, the City received two responses to ITB No. 2022-026, as shown below:

- | | |
|---|----------------------|
| 1. Southern Underground Industries, Inc | \$4,821,520.00 |
| 2. TLC Diversified, Inc. | \$15,380,950.00; and |

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Southern Underground Industries, Inc., (“Contractor”) as the lowest and most qualified bidder; and

WHEREAS, on January 4, 2023, the City and the Contractor entered into an Agreement hiring the Contractor for the for the Project; and

WHEREAS, per the City’s Agreement with the Contractor, a Performance Bond was required, which the Contractor has not provided and Contractor is now in violation of the Agreement and there is no expectation of the violation being remedied;

WHEREAS, the City seeks to terminate the Agreement with Contractor;

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

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

Section 2. That the City Commission authorizes the proper City officials to terminate the Agreement for the Rehabilitation of Lift Stations 1, 2 and 3 project with Southern Underground Industries, Inc. that was awarded pursuant to Resolution No. 2022-164 in the amount of \$4,821,520.00.

Section 3. That the City Commission authorizes the re-issue of the invitation to bid for the “Rehabilitation of Lift Stations 1, 2 and 3”.

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 May 23, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

RESOLUTION NO. 2022-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY RATIFYING THE PUBLIC SERVICES DEPARTMENT'S ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 PROJECT; AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-026, ENTITLED "REHABILITATION OF LIFT STATIONS 1, 2 AND 3" TO SOUTHERN UNDERGROUND INDUSTRIES, INC, IN AN AMOUNT NOT TO EXCEED FOUR MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$4,821,520.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City entered into an agreement with the Florida Division of Emergency Management pursuant to Resolution No. 2020-015, to fully refurbish sewer lift stations and add emergency generators to make the sanitary sewer system more resilient; and

WHEREAS, the Public Services Department ("PSD") engaged Kimley Horn and Associates to design, prepare construction documents, obtain permits and provide post-design services for this project; and

WHEREAS, on August 1, 2022, the City issued Invitation to Bid ("ITB") No. 22-026 for the "Rehabilitation of Lift Stations 1, 2 and 3 Project"; and

WHEREAS, the PSD retroactively requests ratification from the City Commission of the Department's ITB No. 2022-026, for the rehabilitation of Lift Stations 1, 2 and 3 Project as the Department inadvertently neglected to ask the City Commission for prior approval to bid and to restart the bidding process would delay the project by approximately six months; and

WHEREAS, on August 31, 2022, the City received two responses to ITB No. 2022-026, as shown below:

- | | |
|---|----------------------|
| 1. Southern Underground Industries, Inc | \$4,821,520.00 |
| 2. TLC Diversified, Inc. | \$15,380,950.00; and |

WHEREAS, the Bid Committee's assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Southern Underground Industries, Inc as the lowest and most qualified.

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 retroactively ratifies the Public Services Department’s issuance of ITB NO. 2022-026 for the rehabilitation of Lift Stations 1, 2 and 3 Project.

Section 3. That the City Commission authorizes the proper City officials to execute an agreement with Southern Underground Industries, Inc for the Rehabilitation of Lift Stations 1, 2 and 3 Project in an amount not to exceed Four Million Eight Hundred Twenty-One Thousand Five Hundred Twenty Dollars (\$4,821,520.00).

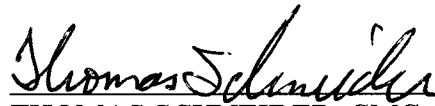
Section 4. That Hazard Mitigation Grant Program funds will be appropriated to Hazardous Mitigation Lift Stations Infrastructure other than Buildings Account No. 402-35-28-535-63-10 in the amount of \$3,710,385.00, twenty five percent (25%) of which is in the form of a City matching contribution, although this match will likely be waived through the FEMA Global Match program. In addition, the balance required in the amount of \$1,111,135.00 will come from the City’s American Rescue Plan Act funds.

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 October 25, 2022.

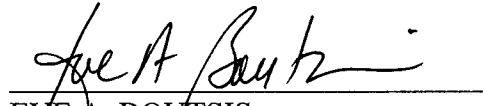
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”) dated January 4, 2023, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Southern Underground Industries, Inc. (“Contractor”) Inc., with a mailing address of 6115 NW 77 Way, Tamarac, Florida 33321.

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

1. Definitions.

City. The City of Dania Beach, Florida.

City Code. The City of Dania Beach Code of Ordinances.

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions. **“Force majeure” does not include where the City’s actions or inactions or lack of compliance with the Agreement delay the Contractor.**

Governmental Approvals: All governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Property, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approvals, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of any Improvements at the Property (and the expiration of all appeal periods with respect thereto), modification or vacation of easements or both, and other matters pertaining to the Property.

Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued. Contractor shall comply with all Governmental Requirements applicable to the operations and Property, including, without limitation, those prohibiting discrimination by reason of race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

Work. The labor and materials required to complete the construction of the Improvements on the Property, and any related buildings or structures not located on the Property, in a good and workmanlike manner in accordance with the Plans and all applicable Governmental Requirements.

2. Scope of Services. The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s ITB (Invitation to Bid) No. 22-026 entitled “REHABILITATION OF LIFT STATIONS 1, 2 AND 3”, which Bid is incorporated by this reference into this Agreement as Exhibit “A”. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The Services are identified and described in the Contractor’s response as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

4. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

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

4.2 Commercial Activities. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by City. Contractor shall not allow its employees to engage in any commercial activities on the site.

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

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

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

4.4 Contractor shall provide and maintain all utilities in work areas to meet the requirements of the Agreement. Such utilities shall be furnished by the Contractor and shall include, but not be limited to, the following:

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

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

4.6 Coordination And Correlation Of Drawings And Specifications. The Contractor represents that the Contractor, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical,

Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Contractor shall not be liable to the City for damages or costs resulting from errors, omissions, or inconsistencies in the Agreement Documents, or for differences between field conditions and the Agreement Documents, unless the Contractor recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the City. Contractor shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Agreement Documents provided by the City or Design Consultants.

4.7 Agreement Interpretation. All claims of Contractor, and all questions the Contractor may have relating to interpretation or clarification of this Agreement or its acceptable fulfillment shall be submitted immediately, in writing, to City for resolution. City, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Contractor files a timely written protest pursuant, as a Dispute. The Contractor's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. City will consider Contractor's protest and render its decision thereon within five (5) calendar days. If Contractor does not agree with the City's decision, the Contractor shall immediately deliver written notice to that effect to the City. If questions of interpretation are not responded to by the Architect or City within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Contractor shall be entitled to adjustment in the performance time as its exclusive remedy. Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest City's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicially or otherwise.

5. Date Of Commencement and Substantial Completion

5.1 The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within thirty (30) days of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

5.2 The Contractor shall achieve Substantial Completion not later than Three Hundred Thirty Five **(335) calendar days** and Final Completion of the entire Work not later than Three Hundred Sixty Five **(365) calendar days** or, each commencing with the date set forth in the Notice to Proceed as issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

5.3 Term. The term of this Agreement shall be through and including **January 23, 2024**, or completion of the Services, whichever date is later.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed fee of Four Million Eight Hundred Twenty One Thousand Five Hundred Twenty Dollars (4,821,520.00) based on the tasks and associated fees attached as Exhibit "B" and incorporated into the Agreement by this reference

6.2 No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

6.3 The Agreement Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Agreement Documents.

6.4 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Sum shall be determined in one of the following ways at the City's option:

(A) Where the Work involved is covered by unit prices contained in the Agreement Documents, by application of unit prices to the quantities of items involved without additional fees.

(B) By mutual acceptance of a lump sum price.

6.5 Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

6.6 Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

6.7 Any funds paid in excess of the amount to which the Contractor or sub-contractor is entitled under the terms of the Agreement must be refunded to the City.

6.8 Any additional information as required in Section 215.97, Florida Statutes.

6.9 Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

6.10 Contractor shall submit its invoices in the format and with supporting documentation as may be required by City.

7. Billing Procedure.

7.1 The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

7.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

7.2.1 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

7.3 As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Agreement amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Agreement. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

7.4 Based upon Applications for Payment submitted to the City by the Contractor and Certifications of Payment issued by the City, the City shall make progress payments on account of the Agreement Sum to the Contractor as provided below, elsewhere in the Agreement Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

7.5 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(A) Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Agreement Documents. The Schedule of Values shall allocate the entire Agreement Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the City may require. This Schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(B) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7.6 Subject to the provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the City. The Agreement may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until City acceptance of the Project and City has received evidence of satisfactory completion of the Agreement.

(B) Ten Five percent (10 5%) of monies earned by the Contractor shall be retained by City until Final Completion and acceptance by City, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, Contractor may request that the Agreement Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and City shall grant such request, provided that there are no pending claims by the City for delay or otherwise, and provided further that there are no pending third party claims against the City as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Agreement Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of the Agreement Administrator, such increase is necessary to protect the City from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Agreement Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Agreement Administrator may reduce retainage to a nominal amount at the sole discretion of the Agreement Administrator. Any reduction in retainage shall be in the sole discretion of the Agreement Administrator, and Contractor shall have no entitlement to a reduction. City shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance coverages during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of City.

(C) City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective Contractor or Subcontractor Work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
- (3) Failure of Contractor to make payments properly to subcontractors or for material or labor.
- (4) Damage to another subcontractor not remedied.
- (5) Failure of Contractor to provide any and all documents required by the Agreement Documents.

7.7 Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the City, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

8 Final Payment. Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the City to the Contractor when:

(A) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;

(B) a final Certification of Payment has been issued by the City; such final payment shall be made by the City not more than thirty (30) days after the issuance of the Contractor's final Certification of Payment;

(C) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and

(D) a Consent of Surety, if any, for final payment.

9. Payment and Performance Bond. The Contractor agrees that before commencing any work or construction the Contractor shall maintain, at all times, a valid payment and performance bond, consistent with the requirements contained in the ITB, attached as Exhibit B. The executed Bonds shall be attached to this Agreement as Exhibit C.

10. Protection Of Property. The Contractor shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The City reserves

the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

11. Florida Trench Safety Act. The Contractor shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Contractor's cost for compliance with the applicable trench safety standards.

12. Trash. Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

13. Public Bid Disclosure Act. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

(A) Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

(B) During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.

(C) Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

(D) City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

14. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments. Contractor, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15. Warranty. The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

16. Construction Quality. Contractor agrees to perform all work ("Work") required to complete the construction of the Improvements on the Property in a good and workmanlike manner.

16.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Substantially comply with the Approved Conceptual Plans; (v) Comply with the terms and provisions of this Agreement; and (vi) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities. The City may refuse to grant approval if the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

16.2 Comply with Applicable Law. All Improvements constructed or installed by the Contractor, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

16.3 Contractor's Obligations During Construction. Prior to the Completion Date, Contractor shall:

- (A) Provide scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- (B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
- (C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such properties are publicly or privately owned;
- (D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;
- (E) Provide construction fencing.

(F) **As Built.** Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement, the Contractor shall at its expense, provide the City with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks (or comparable) containing electronic data in an AUTOCAD format that meets the City's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.

(G) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.

(i) Employees Of The Contractor. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

(H) **Contractor Progress Reports.** At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.

(I) **City's Representative.** The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.

(J) **Certificates of Final Completion.** After Contractor completes the Work the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City for the construction of the specified Improvements.

16.4 Site Conditions Contractor has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Agreement documents, and through verification with local utility companies and the City, physical conditions of existing construction, topography and ground

surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Agreement, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

16.5 The City shall not be responsible for any conclusions or interpretations made by the Contractor based on the information made available by the City. The City shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Contractor's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Agreement, unless that understanding or representation is expressly stated in this Agreement.

16.6 The provisions of this Section 16 shall be deemed a complete waiver by the Contractor of claims for equitable adjustment in Agreement Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Agreement Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Agreement Documents; provided however, that claims under this Section 16 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Contractor an expectation that the conditions could be similar elsewhere in the Project.

16.7 Warranty. Unless otherwise provided elsewhere in the Agreement, all materials and equipment incorporated into any Work covered by the Agreement shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to City. Unless otherwise provided in the Agreement, Contractor warrants all equipment, materials, and labor furnished or performed under this Agreement, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Agreement in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Agreement, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Even in the event that the City assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

16.8 Upon receipt of written notice from City of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to City in compliance with the Agreement Documents, at its expense.

16.9 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from City specifying the defects, City may perform or cause to be performed the same, at Contractor's sole cost and expense.

16.10 Contractor shall perform such tests as City may require verifying that such redesign, repairs and replacements comply with the requirements of this Agreement. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor. However, if such testing determines that the Work is not defective, then City shall compensate Contractor for such costs of testing and any effects on previously completed work.

16.11 Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this section 16.

16.12 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the City, subject to allowance for long-lead items. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal remedies it may have against the Contractor and its Surety.

16.13 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the City agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of its responsibility.

16.14 Ingress/Egress. Contractor's access to the Work area will be permitted only through approaches that will be designated by City, and then only in such manner that Contractor's traffic will not interfere with City's operations and Merchants/Tenants adjacent to the activity area(s). Contractor shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Contractor shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

16.15 Preconstruction Conference. As soon as practicable after execution of this Agreement, and prior to commencing any Work, a pre-construction conference will be coordinated by the Contractor and the City. In attendance at said conference will be City, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues,

and procedures for the processing and distribution of all documents and correspondence related to the Agreement, among other things.

16.16 Meetings. The Contractor shall, at its expense, as requested by City, attend any and all meetings called by City to discuss the Work under the Agreement. Such meetings shall be conducted and recorded by the City with typed minutes of each meeting distributed to all attendees.

16.17 Delivery, Unloading And Storage Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Agreement. The storage facilities, methods of storing and security provisions shall meet City's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

16.18 Work Area. All Contractor's Work areas on the jobsite will be assigned by City. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, provide and make its own arrangements for the use of such additional land.

16.19 Plant, Equipment And Facilities. Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Agreement and within the time or times specified in the Agreement. Before proceeding with any Agreement Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Contractor shall furnish City such information and drawings relative to such equipment, plant facilities as City may request.

16.20 Upon written order of City, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

16.21 Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without City's written approval. Such approval shall not be unreasonably withheld.

16.22 Contractor-Furnished Materials, Equipment And Workmanship. Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by City to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied nor from any other obligation under the Agreement Documents.

16.23 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

16.24 No Work defective in construction or quality, or deficient in meeting any requirement of the Agreement Drawings and Specifications, will be acceptable regardless of City's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Agreement Documents. The City shall notify the Contractor of defective or unacceptable Work if the City discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with Section 15, entitled, "Warranty." No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

16.25 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its Trade Contractors shall not be considered as a cause for an adjustment of the Agreement Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify City immediately of recommended substitute(s) to permit City's selection of a suitable substitute.

16.26 City will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Agreement. Review and approval of all items proposed by Contractor for incorporation into the Work will be by City. This function by City will apply both to approvals for the Agreement as initially signed, and to approvals for changes to Agreement by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise in this Agreement.

16.27 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for City's review and approval, supported by sufficient evidence of conformity with the Agreement Documents.

16.28 Substitutions. Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in City's interest, and will in no way impact detrimentally upon the Project completion date and schedule. The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor prior to City's decision on such substitution. Contractor shall support its request with sufficient test data and other means to permit City to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples,

data, certificates, and additional information as may be required by the City for proposed substitute items.

16.30 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. City will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional seven (7) calendar days for City's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Contractor must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

16.31 Expediting The equipment and material furnished under this Agreement may be subject to expediting by City, at City's expense. City shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by City, Contractor shall supply schedules and progress reports for City's use in expediting and Contractor shall cooperate with City and require its subcontractors and suppliers to cooperate with City in such expediting. Any expediting performed by City shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement.

16.32 Field Layout Of Work All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the Agreement Drawings or as approved by the City in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Contractor at Contractor's expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Agreement Drawings, the Contractor's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Agreement Drawings, location of property boundaries, stakes for all working points, lines and elevations. City shall provide surveys necessary for utility easements.

The Contractor shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Contractor resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be reestablished by the Contractor, and all reference ties recorded therefor shall be furnished to the City. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

16.33 Contractor Furnished Drawings, Data And Samples. Review and permission to proceed by City as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the City for review. All correspondence from the Contractor to the City shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Agreement requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Agreement requirements, and it has been coordinated with all other submittals and Agreement Documents."

SIGN

DATE

16.34 Drawings. Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Agreement; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

16.35 Samples. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin. Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least seven (7) calendar days for City's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable. Samples that have been reviewed may, at Architect's and City's option, be returned to the Contractor for incorporation into the Work.

16.36 Catalogues, Data and Certificates. Where catalogues, data or certificates are required, one (1) digital copy and one (1) copy of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the BAR CHART schedule. Allow at least 7 calendar days for Architect and City's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review. Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications.

16.37 Construction Schedule. Within ten (10) calendar days after the date of the City's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the City a BAR CHART construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The City's initial approval for the purposes of this Section, and any other provisions in the Agreement Documents related to the Contractor's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable. The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Contractors at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a BAR CHART Critical Path type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

16.37.1 The construction schedule shall include the following:

- (a) Brief description of each activity.
- (b) All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- (c) Activities showing scheduled start and finish, late start and finish, and float.
- (d) Relations between activities.
- (e) Duration of activities. No activity should be scheduled for more than 19 workdays.
- (f) Contractual and other major milestones including phasing.
- (g) Schedule activities to include labor and material.

- (h) An allowance for delays due to weather. Agreement Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
- (i) Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the City.
- (j) The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:
 - (k) Time Scaled Network Diagram.
 - (l) Bar Chart in the following formats:
 - (m) Sorted by activity.
 - (n) Sorted by total float.
 - (o) Sorted by early start.
 - (p) Precedence and Successor report.
 - (q) Narrative report.
 - (r) Computer diskette. (One copy)
 - (s) Submittals shall be organized under Standard CSI format.
- (t) The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Contractor shall meet with the City and Architect/Engineer of Record to review and verify:
 - i. Actual start and finish dates for completed activities.
 - ii. Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - iii. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
 - iv. Percentage for completed and partially completed activities.

16.38 Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

16.39 The Contractor shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for

monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

B. Occupancy Schedule - The Contractor shall jointly develop with the Engineer and City a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to City occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final City occupancy.

16.40 The Contractor shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

16.41 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Agreement will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Agreement, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.

16.42 The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Agreement completion date will not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

A. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.

B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.

C. Reschedule the Work in conformance with the specification requirements.

16.43 Prior to proceeding with any of the above actions, the Contractor shall notify the City of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

16.44 Responsibility For Work Security Contractor shall, at its expense, at all times conduct all operations under the Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to City within three days of each incident.

16.45 Protection Of Work In Progress, Materials And Equipment Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement. Excluded from Contractor's responsibility is any loss or damage which results from acts or omissions of the City or its representatives or other contractors. Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the City in proper, whole and unblemished condition.

16.46 Protection Of Existing Property Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

16.47 Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods which ensure the safety of persons on the jobsite and the general public. Unless otherwise specifically provided in the Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by City. Thereafter, and before it begins such Work, Contractor shall give due notice to City of its intention to start such Work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Contractor has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con performance and thereafter, Contractor shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Contractor.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by City, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation,

including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

16.48 Labor. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by City, remove from the jobsite any personnel of Contractor whom City determines unfit or acting or working in violation of any provision of this Agreement.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes. Contractor shall comply with and shall cooperate with City in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and City holidays, shall be performed without additional expense to the City. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

16.49 Equal Employment Opportunity During the performance of this Agreement, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

- (c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.50 Safety & Protection Of Persons & Property

16.50.1 Responsibility For Safety And Health. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Agreement ("Work"). The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the City and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the City. The City may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

16.50.2 All Work, whether performed by the Contractor, its Sub- Contractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

(a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

(b) all codes, rules, regulations and requirements of the City and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

16.50.3 Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the City shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

16.50.4 The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The City shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Contractor shall promptly comply.

16.50.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition

16.50.6 In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

16.51 Protection Of Work And Property; Responsibility For Loss. The Contractor shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the City and third parties from loss or damage from whatever cause arising out of the performance of the Agreement and shall comply with the requirements of the City and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The City, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the City shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Agreement.

Until final acceptance of the Work by the City the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Agreement, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including City furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever, except to the extent caused by City, its representatives, or contractors.

16.52 Surface And Subsurface Water. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the City in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the City for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

16.53 Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

16.54 City's Standards. The City reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the City shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the City shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

16.55 Project Site Protection Contractor, at its expense, shall maintain such protection as provided in the subsection 16.49, entitled "Safety & Protection Of Persons & Property" in a satisfactory condition until removal is authorized by City. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to City. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

16.56 Fire Prevention. Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Agreement Work area clear of all trash at all times. All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the City. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

16.57 Illumination. When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

16.58 Dust Control. The Contractor, for the duration of the Agreement, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by City will be permitted.

16.59.1 Water Pollution. Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

16.60 Air Pollution. The Contractor shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Dania Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Broward County Air Pollution Board Regulations.

16.61 Explosives & Hazardous Materials. Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the City immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the City. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the City and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. If without negligence on the part of the Contractor or anyone for whom it is responsible, Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Agreement Documents, the City shall pay for the direct costs of remediation as approved beforehand by City, in writing, which shall be paid from the Contingency Fund.

16.62 Inspection: Rejection Of Materials And Workmanship. All materials and equipment furnished and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by City. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, City shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by City, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such work, materials or equipment shall prejudice the rights of City thereafter to correct or reject the same as hereinafter provided.

If any material, equipment or workmanship is determined by City, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Agreement, City shall notify Contractor in writing that such material, equipment or work is rejected and the City reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Agreement.

16.63 Testing. Unless otherwise provided in the Agreement, Drawings and Specifications shop testing of materials or work shall be performed by the Contractor and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by City. Should tests in addition to those required by the Specifications be desired by City, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at City's expense unless such additional tests are required due to Contractor's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require City's testing services are required. Contractor shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

16.64 Progress. Contractor shall give City full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Contractor's actual progress is inadequate to meet the requirements of the Agreement, City may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by City, Contractor does not improve performance to meet the currently approved Agreement construction schedule, City may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to City. Neither such notice by City nor City's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Agreement.

Failure of Contractor to comply with the reasonable instructions of City may be grounds for determination by City that Contractor is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, City may terminate Contractor's right to proceed with the performance of the Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

16.65 Changes City may, at any time, without invalidating the Agreement and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Agreement Documents. City will issue written orders to Contractor for any changes, except that in the event of an emergency which City determines immediately endangers life or property, City may issue oral orders to Contractor for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work. Contractor shall commence such changed work so that all dates set forth in Contractor's current construction schedule, as accepted by City, will be met. In the event of an emergency which City determines immediately endangers life or property, Contractor shall immediately commence such changes as required by City in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle City to invoke the provisions of "Termination for Cause".

Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written Change request from City, submit in writing to City a Agreement Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to City of performing the change under the Agreement in comparison to what the cost would have been, had such change not been offered.

17. Liquidated Damages

17.1 Liquidated Damages will be assessed as stated in the Agreement for each non-compliant day that any requirements listed in this section 17 are not met. The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$500.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete, or the items remain undelivered. This payment is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, **are achieved.**

17.2 Staging of Material in Right-Of- Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

17.3 Site Restoration: Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

17.4 Access: As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

17.5 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

17.6 The Contractor shall achieve Substantial Completion not later than Three Hundred Thirty Five **(335) calendar days** and Final Completion of the entire Work not later than Three Hundred Sixty Five **(365) calendar days** or, each commencing with the date set forth in the Notice to Proceed as issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

18. Audit. As the funding for this project comes from FRDAP, Contractor, by entering into this Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

19. Indemnification of City.

19.1 The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend 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 such property, 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 work;

(C) liens and claims made by the Contractor or its Subcontractors; and

19.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a “construction Agreement” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Agreement Documents. safety

20. Environmental Matters.

20.1 Defined Terms for Purposes of this Section.

Environmental Condition means any set of physical circumstances in, on, under, or affecting the Property that may constitute a threat to or endangerment of health, safety, property, or the environment, including but not limited to:

- (A) The presence of any hazardous Substance, except in such quantities and concentrations as are routinely found in nature or in products used in ordinary business or commercial activities;
- (B) Any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;
- (C) Any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder; and
- (D) Any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., as such laws have been amended or supplemented from time to time, the regulations promulgated under these laws; and any analogous Governmental Requirements.

Environmental Requirements means all present and future Governmental Requirements, including without limitation, the Environmental Laws, authorizations, judgments, decrees, concessions, grants, orders, agreements or other restrictions or requirements relating to any Environmental Conditions or any Hazardous Substances on the Property.

Hazardous Substance means any substances or materials identified to be toxic or hazardous according to any of the Environmental Laws, including without limitation, any asbestos, PCB, radioactive substances, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance that has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property. The term Hazardous Substances includes hazardous wastes, hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, oil, petroleum products and their by-products, and pollutants or contaminants as those terms are defined in the Environmental Laws.

Environmental Permit means any Governmental Approval required under any Environmental Law in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the sale, transfer or conveyance of the Property, and all supporting documentation thereof.

Environmental Claim means any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including without limitation, sickness, disease, or death), tangible or intangible property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties, or restrictions, resulting from or based upon:

- (A) The existence or release, or continuation of any existence of a release (including without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of, or exposure to, any substance, chemical, material, pollutant, contaminant, or audible noise or other release or emission in, into or onto the environment (including without limitation, the air, ground, water or any surface) at, in, by, from or related to the Property; or
- (B) The environmental aspects of the transportation, storage, treatment or disposal of materials in connection with the activities on the Property; or
- (C) The violation, or alleged violation, of any Governmental Requirements relating to Environmental Requirements on the Property; but excluding any of violations arising solely from the intentional actions of the City and its agents.

20.2 **Corrective Action Work** means any and all activities of removal, response, investigation, testing, analysis, remediation taken to:

- (A) Prevent, abate or correct an existing or threatened Environmental Condition at, about, affecting, or affected by the Property; or
- (B) Comply with all applicable Environmental Requirements.

20.3 **Environmental Indemnification.** Contractor covenants and agrees, at its sole cost and expense, to defend (with counsel selected by Contractor, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against any and all Environmental Claims, whether meritorious or not, brought against the City by any Governmental Authority resulting from acts of the Contractor:

20.4 This indemnity includes, without limitation, indemnification against: all costs of removal, response, investigation, or remediation of any kind; all costs of disposal of such Hazardous Substances as necessary to comply with Environmental Laws; all costs associated with any Corrective Action Work; all costs associated with claims for damages to persons, property, or natural resources; any loss from diminution in the value of the Property; and the City's Attorneys' Fees, consultants' fees, court costs and expenses incurred in connection with any Environmental Claims brought against the City.

(A) Contractor's indemnification of City is only for Environmental Claims which arise out of or are caused by actions or events occurring after the Effective Date of the Property Agreement.

(B) This indemnification is to be interpreted as broadly as possible and is in addition to all other rights of the City under this Agreement.

(C) Payments by Contractor under the Environmental Indemnification will not reduce Contractor's obligations and liabilities under any other provision of this Agreement.

(D) Neither the Contractor nor the general contractor, nor any other contractor in privity with Contractor, has a duty to indemnify the City in connection with any Environmental Claims that are due to the negligent conduct of the City or its agents.

(E) Compliance. Contractor agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Property issued pursuant to Chapter 380, Florida Statutes, all as may be amended.

21. Insurance Requirements. The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work until all Coverages required 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.

All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement. 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 providing 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.

Coverages shall be in force until all Work required to be performed under the terms of the Agreement 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 SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, 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 CONTRACT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.**

The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- The City of Dania Beach, Florida” is to be added as a named “Additional Insured”;
- Annual Aggregate shall apply “Per Job”
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (-7 04);
- Contractor’s Insurance shall be primary and non-contributory
- Waiver of Subrogation in favor of the City
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification);
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

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 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 Employers' Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

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.

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):

- A) "The City of Dania Beach" is added as a named "Additional Insured";
- B) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

22. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the "Supporting Contractors"). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such

delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

23. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

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.

24. Retention Of Records And Right To Access

24.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) years** after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3) years** from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

24.2 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.

24.3 Upon completion of Work under 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.

24.4 Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

24.5 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.

25. 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:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3624
Email:	tschneider@daniabeachfl.gov

26. No 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.

27. Declaration of Default. The failure of the Contractor a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Agreement Documents, shall be sufficient grounds for the City to find the Contractor in material default, and that sufficient cause exists to terminate the Agreement for cause, and to withhold payment or any part thereof until

the cause or causes giving rise to the default has/have been eliminated by the Contractor and approved by the City. If a finding of default is made by the City, the Contractor and its Surety shall remain responsible for performance of the requirements of the Agreement Documents unless and until the City terminates the Agreement. Upon a finding of default, the City shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from City detailing the default, within which the Contractor and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the City shall notify the Contractor and its Surety, in writing, that the default has been corrected, and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the City, without further notice to Contractor or its Surety, may immediately terminate the Agreement and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its Surety. To the extent that the time limits herein conflict with those set forth in the Performance Bond, the time limits in this section shall take precedence.

28. Termination Or Suspension Of Agreement

28.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and
2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

28.2 Termination By The City For Cause:

(A) The City may terminate the Agreement if the Contractor:

- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;
- (2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;
- (3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;

- (4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or
- (5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or
- (6) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or
- (7) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.
- (8) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.
- (9) The commitment of any material breach of this Agreement by Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement; or
- (10) Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority; or
- (11) Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement; or
- (12) Failure to maintain the insurance required by this Agreement.

28.3 Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to City as directed;
- (d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from City regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.
- (g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.
- (h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

28.4 If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

28.5 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature

survive final acceptance under the Agreement, shall remain in full force and effect after such termination

- (a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;
- (b) Immediately discontinue work on the date and to the extent specified in the notice.
- (c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;
- (d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;
- (e) If requested by the City in writing, assign to the City, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;
- (f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;
- (g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,
- (h) Complete performance of any work that is not terminated.
- (i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.
- (k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.
- (l) The verifiable costs incurred prior to notice of termination.
- (m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
- (n) In the case of such termination for City's convenience, Contractor shall be entitled to

receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.

- (o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.
- (p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.
- (q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

29. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

30. Suspension By The City For Convenience

(A) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

(B) If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Agreement Sum for increases in the cost of performance of the Agreement resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- (1) that performance is, was, or would have been so suspended delayed, or interrupted by another cause for which Contractor is responsible;
- (2) that Contractor fails to adequately document the cost increase;
- (3) that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or

(4) that an equitable adjustment is made or denied under another provision of the Agreement or Agreement Documents.

31. Termination for Cause

If the Contractor fails to provide the services or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement, without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

31a. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

- (a) immediately discontinue work on the date and to the extent specified in the notice;
- (b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- (c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- (d) continue to protect and maintain the Work including those portions on which work has been suspended, and
- (e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

- (a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
- (b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and

- (c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

32. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Contractor (and any Subcontractor) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved rights, including copyright; however, such documents are not intended or represented by Contractor to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor or to any Subcontractors. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

33. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

34. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party of any default or Event of Default under this Agreement will not extend to or affect any other existing or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party's delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

35. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Belseri L. Comerford, President
Southern Underground Industries, Inc.
6115 NW 77th Way
Tamarac, Florida 33321

36. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

37. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

38. Dispute Resolution

38.1 Claims And Disputes

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the City and the Contractor.

B. Process for Resolving a Claim. The Contractor shall review the Claim and make a recommendation to the City. The City shall render a final decision regarding the Claim. A decision by the City shall be required as a condition precedent to litigation of a Claim between the Contractor and City as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or its respective subcontractors must be made by written notice to the City. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. Continuing Agreement Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement Documents.

E. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Agreement Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Contractor shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall recommend to the ~~Contractor~~ Consultant, with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the ~~Contractor~~ Consultant determines that the conditions at the Project site are not materially different from those indicated in the Agreement Documents and that no change in the terms of the Agreement is justified, the ~~Contractor~~ Consultant shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the ~~Contractor~~ Consultant has given notice of the decision. If the ~~Contractor~~ Consultant and Contractor cannot agree on an adjustment in the Agreement Sum or Agreement Time, the adjustment shall be referred to the City for final determination.

F. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Agreement Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the ~~Contractor~~ Consultant believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Contractor; 2) an order by the City to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Contractor; 4) failure of payment by the City; 5) termination of the Agreement by the City; or 6) City's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Agreement.

G. Claims for Additional Time.

1. If the Contractor wishes to make Claim for an increase in the Agreement Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal

for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. Injury or Damage to Person or Property. If either party to the Agreement suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

38.2 Resolution Of Claims And Disputes

A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Consultant expects to take action; or 3) suggest a compromise. The Consultant may, at the City's direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the City or the Claimant. The City shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Consultant preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Contractor; 2) modify the initial Claim; or 3) notify the Contractor that the initial Claim remains valid.

D. The Consultant shall notify the parties in writing of the City's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the City's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the City's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

38.3 All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required 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.

39. Venue; Fees.

39.1 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. To be clear, should mediation fail, 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. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

39.2 Operations During Dispute. In the event that a dispute arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render services in full compliance with all terms and conditions of this Agreement as required by the City.

40. 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.

41. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

42. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

43. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

44. Severability. If any provision of this Agreement or the 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, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

45. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

46. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

47. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

48. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

49. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

50. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

51. Contractor agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multimedia Contractors performing similar services under similar conditions. Contractor makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

52. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
- B. Claims based upon negligence or any tort arising out of this Agreement;
- C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
- D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

53. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

54. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the

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

55. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

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

57. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

58. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

59. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by the City. The parties will cooperate in structuring the transactions contemplated by this Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

60. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

61. Third Party Beneficiaries. Neither Contractor nor City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

62. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

63. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

64. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

65. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

66. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

67. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

68. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

69. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

70. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

71. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

**Thomas
Schneider**

Digitally signed by
Thomas Schneider
Date: 2023.01.04
11:23:16 -05'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

**Archibald J. Ryan
IV**

Digitally signed by Archibald J.
Ryan IV
Date: 2023.01.04 11:22:28 -05'00'

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

Jon Gurney

Digitally signed by Jon Gurney
Date: 2022.12.28 11:40:52
-05'00'

JON GURNEY
ASSISTANT CITY ATTORNEY

**Candido Sosa-
Cruz, ICMA-CM**

Digitally signed by Candido
Sosa-Cruz, ICMA-CM
Date: 2022.12.28 12:38:03
-05'00'

CANDIDO SOSA-CRUZ, ICMA-CM
ACTING CITY MANAGER

CONTRACTOR:
Southern Underground Industries, Inc.
a Florida corporation

WITNESSES:



SIGNATURE

Michael Green

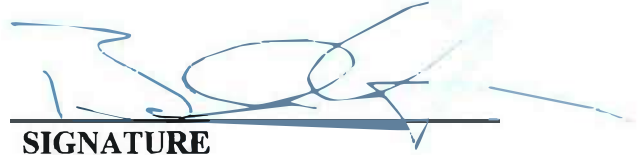
PRINT Name



SIGNATURE

Davina Kumar

PRINT Name



SIGNATURE

Belseri L. Comerford

PRINT Name

President

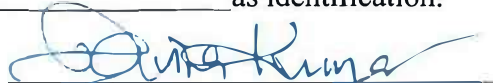
Title

Date: 12/22/22

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on December 22, 2022 by Belseri L. Comerford, as President of Southern Underground Industries, Inc, a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:



Notary Public, State of Florida

Davina Kumar

Print Name :





SOUTUND-04

LAGUILAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800		FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Imperium Insurance Company		35408
	INSURER B : Liberty Insurance Corp.		42404
	INSURER C : Employers Insurance Company of Wausau		21458
INSURED Southern Underground Industries, Inc. 6115 NW 77th Way Tamarac, FL 33321	INSURER D : Federal Insurance Company		20281
	INSURER E : Illinois Union Insurance Co		27960
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER: \$5,000,000	X	X	CONIICGL000006000	6/1/2022	6/1/2023	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	AS7Z91471781022	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CONIICCX000005300	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCCZ91471781012	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			45468572	6/1/2022	6/1/2023	Scheduled Equipment 3,605,000
E	Pollution Liability			G71528406004	6/1/2022	6/1/2023	Each Occurrence 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Dania Beach is included as an additional insured with respects to General Liability & Auto Liability when required by written contract. Waiver of Subrogation applies in favor of the additional insured with respects to General Liability & Auto Liability when required by written contract. 30 days notice of cancellation will be delivered in accordance with the provisions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Dania Beach 100 W. Dania Beach Blvd. Dania, 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 

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO ADOPT AND APPROVE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF TWO MILLION FORTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00) APPROVED BY THE CITY COMMISSION, TO FUND THE INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

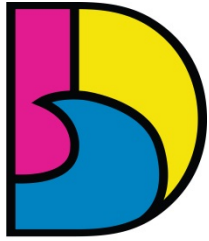
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-EXCEED\$1M-II-1STRDG-05232023 (002)r, O-2023 - Authorization to Exceed \$1M for Infiltration and Inflow Study



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: APPROVAL OF EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR
THE ITB NO. 2023-001 "INFILTRATION AND INFLOW REMOVAL PHASE
II - MAINLINE REPAIRS" PROJECT- FIRST READING**

Request

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed one million dollars for ITB No.-2023-001 "Infiltration and Inflow Removal Phase II – Mainline Repairs" Project.

Background

The City is pursuing a sewer investigation project to find and reduce system inflow issues. The inflow of rainwater into our sewer system, whether by infiltration or more directly (typically via manhole covers), is detrimental. This adds a load of water into the system, leading to increased costs for our wastewater treatment process. The I&I Phase II Project involves manhole epoxy injections and the cleaning, televising, and lining of approximately 60,000 linear feet of 8" sewer mains.

On January 24, 2023, City Commission approved Resolution 2023-005 to advertise the "Inflow and Infiltration Mainline Repairs Project". The City received responses to ITB No. 23-001 for the "Infiltration and Inflow Removal Phase II – Mainline Repairs" Project, ranging from \$2,399,500.00 to \$2,041,450.00 on March 3, 2023.

Before awarding a construction contract of this magnitude, the City's ordinance requires the Commission to authorize expenditures that exceed \$1 million.

Budgetary Impact

FY2022 carryover funding for this project in the amount of \$1,100,000.00 is currently available in account number 402-35-20-535-63-10 and that additional funding in the amount of \$941,450.00 will be appropriated from account number 402-00-00-389-90-02.

Recommendation

It is recommended that the City Commission adopt the Ordinance on the first reading to authorize the expenditure of City funds exceeding one million dollars for ITB No. 2023-001 “Infiltration and Inflow Removal Phase II – Mainline Repairs” Project.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF TWO MILLION FORTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00) APPROVED BY THE CITY COMMISSION, TO FUND THE INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance, approve any expenditures of City funds that exceed one million dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City is pursuing a sewer investigation project to find and reduce system inflow issues, as the inflow of rainwater into our sewer system, whether by infiltration or more directly (typically via manhole covers), is detrimental to property; and

WHEREAS, system inflow issues add additional water into the system, leading to increased costs for the City’s wastewater treatment process; and

WHEREAS, on January 24, 2023, City Commission approved Resolution 2023-005 to advertise the “Inflow and Infiltration Mainline Repairs Project” (I & I), which involves manhole epoxy injections and the cleaning, televising, and lining of approximately 60,000 linear feet of 8” sewer mains.; and

WHEREAS, the City received responses to ITB No. 23-001 for the “Infiltration and Inflow Removal Phase II – Mainline Repairs” Project, ranging from \$2,399,500.00 to \$2,041,450.00 on March 3, 2023; and

WHEREAS the dollar amount of responses to the City-issued Invitation to Bid (“ITB”) No. 23-001 for the “Infiltration and Inflow Removal Phase II Mainline Repairs Project” (I&I Project) exceed the monetary threshold of \$1,000,000.00; and

WHEREAS the project expenditure shall not exceed the lowest bid amounts of two million forty-one thousand four hundred fifty dollars (\$2,041,450.00) for the I&I Project.

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That the proper City officials are authorized to expend more than one million dollars (\$1,000,000.00) per project in connection with the “Infiltration and Inflow Removal Phase II Mainline Repairs Project.”

Section 3. That Fiscal Year 2022 carryover funding for this Project in the amount of one million one hundred thousand dollars (\$1,100,000.00) is currently available in account number 402-35-20-535-63-10 and that additional funding in the amount of nine hundred forty-one thousand four hundred fifty dollars (\$941,450.00) will be appropriated from account number 402-00-00-389-90-02.

Section 4. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are repealed.

Section 6. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Public
Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT AN ORDINANCE AMENDING CHAPTER 28 ENTITLED “LAND DEVELOPMENT CODE”, PART 8 ENTITLED “TECHNICAL APPENDIX”, ARTICLE 811, ENTITLED “PUBLIC ART PROGRAM” AT SECTIONS 811-15”, AND SECTION 811-70 ENTITLED “BUILDING PERMITS” TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER’S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER’S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY’S ART FUND FOR USE IN THE CITY’S PUBLIC ART PROGRAM. *(Community Development)*

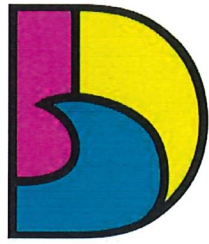
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

TX-022-23 PA Escrow 1st reading, TX-22-23 PA Escrow Refund app, Ordinance 2023-Amending Public Art Ordinance - Return of Escrowed Funds



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

Candido Sosa-Cruz
Digitally signed by
Candido Sosa-Cruz
Date: 2023.05.12
11:35:33 -04'00'

SUBJECT: **TX-022-23:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) amending the Public Art regulations allowing for the return of Public Art escrow funds (FIRST READING).

Request

Amendment the City's LDC to allow for the return of Public Art escrow funds.

Background

On December 10, 2019, the City Commission established the Public Art Fund via Ordinance No. 2019-025. On April 26, 2022, the City Commission created and appointed the City's Public Art Advisory Board (PAAB) via Ordinance No. 2022-016. As implementation has occurred, several smaller amendments have been proposed.

The proposed text amendments are intended to update and clarify that when a development provides money to an escrow to ensure the construction and timely placement of public on the developer's property, in compliance with the public art program that the escrow funds are to be returned to the developer if compliance is timely achieved. Otherwise, the escrow funds are deposited into the City's Public Art Fund for use in the City's Public Art Program.

This item is scheduled to be heard by the Planning and Zoning Board on May 17, 2023. The Board's recommendation will be presented at the City Commission meeting.

Recommendation

The City Commission to approval of the text amendment ordinance on first reading.



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: 03/02/23

Petition No.: TX-022-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W Dania Beach Blvd

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) City of Dania Beach- CD

Address of Applicant: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amend for the Public Art escrow funds to be reimbursed

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

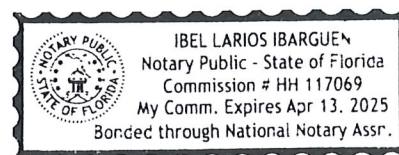
BEFORE ME THIS 2nd DAY OF March, 20 23

By:

Eleanor Norene.
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(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.***

Order ID: 7429413

* Agency Commission not included

GROSS PRICE * : \$293.40

PACKAGE NAME: ADSS SSC Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 2 Column

Run Date(s): Tuesday, May 9, 2023

Zone: Full Run

Color Spec. B/W

Preview

NOTICE OF PUBLIC HEARING CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 23, 2023
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Planning & Zoning Board Meeting
City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-022-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinance, amending the Public Art regulations allowing for the return of Public Art escrow funds. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 ENTITLED "LAND DEVELOPMENT CODE", PART 8 ENTITLED "TECHNICAL APPENDIX", ARTICLE 811, ENTITLED "PUBLIC ART PROGRAM" AT SECTIONS 811-15", AND SECTION 811-70 ENTITLED "BUILDING PERMITS" TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER'S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER'S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY'S ART FUND FOR USE IN THE CITY'S PUBLIC ART PROGRAM; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 (954) 924-6800 Ext. 3624 at least 48

Order ID: 7429413

* Agency Commission not included

GROSS PRICE * : **\$293.40**

PACKAGE NAME: ADSS SSC Notice of Public Meeting

hours prior to the meeting.

Application Information

Application Site: City Wide

Project: Text Amendment

Request: To approve a modification of the public art ordinance to authorize the City manager to release/return any deposits to developer, provided the art is properly installed.

Applicant: City of Dania Beach

Hearing Date & Time: May 23, 2023 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Eve Boutsis, City Attorney, (954) 924-680 Ext. 3631
5/9/2023 7429413

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 ENTITLED "LAND DEVELOPMENT CODE", PART 8 ENTITLED "TECHNICAL APPENDIX", ARTICLE 811, ENTITLED "PUBLIC ART PROGRAM" AT SECTIONS 811-15", AND SECTION 811-70 ENTITLED "BUILDING PERMITS" TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER'S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER'S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY'S ART FUND FOR USE IN THE CITY'S PUBLIC ART PROGRAM; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On December 10, 2019, the City adopted Ordinance 2019-025 creating the City's Public Art Program; and

WHEREAS, on April 26, 2022, the City adopted Ordinance 2022-016, which created the Public Art Advisory Board to provide a plan and recommendations to the City Commission on public art; and

WHEREAS, the City desires to update and clarify one point in the Public Art Program, which is that for a developer to place public art on developer's property (versus simply paying .5% to the City's Public Art Fund) the developer is to (1) pay .25% towards the art fund, and (2) pay an additional .25% to escrow to ensure the construction and timely placement of the public art on the developer's property in compliance with the public art program, and (3) to clarify that the escrow funds are to be returned to the developer if compliance is timely achieved, otherwise the escrow funds are deposited into the City's art fund for use in the City's public art program; and

WHEREAS, the City Administration supports the further refinement of the Public Art Program.

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

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

Section 2. That Chapter 28 entitled “Land Development Code”, Part 8 entitled “Technical Appendix”, Article 810, entitled “Public Art Program” at Section 810-15”, and Section 810-70 entitled “Building Permits”, is amended as follows:

* * *

Sec. 811-50. - Application procedures for placement of art on private property.

An application for placement of art on private property shall be submitted to the Community Development Director or designee and shall include:

(A) Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art;

(B) An appraisal or other evidence of the value of the proposed art including acquisition and installation costs (to establish the value of art submitted to comply with this program's requirements, the City may contract with an independent art appraiser to provide a written appraisal of the art. Such appraisal shall either be funded from the public art fund or by the developer as part of the overall art contribution);

(C) Preliminary plans containing such detailed information as may be required by the City to adequately evaluate the location of the art and its compatibility with the proposed development project and/or with the character of adjacent developed parcels and the existing neighborhood;

(D) A narrative statement to be submitted to the City to demonstrate that the art will be displayed in a public place; and

(E) A statement indicating the property owner's willingness to maintain the art in compliance with all applicable City Codes.

(F) A payment of .25% towards the City’s Public Art Program to be deposited by the City in the Public Art fund; and a payment of .25%, which is to be held in escrow to ensure that the developer complies with the Public Art Program requirements for placement of public art on private property as required by section 811-70(2). The City Manager is authorized to return escrowed funds to the developer if the developer has complied with all the requirements of Section 811-70(A)(2)(iii).

* * *

Sec. 811-70. - Building permits.

(A) Prior to issuance of a final building permit, the applicant or developer for projects subject to this article shall be required to comply with one of the following:

(1) *In-lieu public art fee.* Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in lieu" public art fee, with a minimum payment of five thousand dollars (\$5,000.00) and a maximum payment of two hundred fifty thousand dollars (\$250,000.00); or

(2) *Combination of in-lieu public art fee and placement of art on site.* Placement of art on the site of the development project, which shall have a minimum value of one-quarter of one percent (0.25%) of the cost of the proposed development project combined along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. The owner shall provide documentation to the City that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the Community Services Director or designee and conform to the adopted public art guidelines.

(i) If the art is to be placed on site, the owner shall be given up to nine (9) months after issuance of the building permit to obtain approval of the proposed placement of art from the Community Services Director or designee, unless the Community Services Director or designee grants an extension for good cause as determined in their sole discretion. If no such approval is obtained within the time period, the City shall require transfer of required art fee funds to the fund.

(ii) The owner shall be given up to nine (9) months after the issuance of a certificate of occupancy to install the art, as approved by the Community Services Director or designee in accordance with adopted public art program guidelines. The Community Services Director or designee may grant one additional six-month extension for good cause as determined in their sole discretion. If no installation occurs within the required time period, art fee funds shall be transferred from the escrow account to the fund.

(iii) Prior to final Certificate of Occupancy, if all the applicable provisions of sections 811-50 and 811-70 are complied with, the funds escrowed by the developer may be returned to the developer, without interest, as the developer has properly and timely installed public art on the development site. The authority to return funds to the developer with respect to this Section shall lie with the City Manager, regardless of the amount returned.

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Public
Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT AN ORDINANCE AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” AT ARTICLE IV ENTITLED “NOISE” AMENDING SECTION 17-81, ENTITLED “UNREASONABLY LOUD NOISE PROHIBITED”; AMENDING NOISE PROHIBITION HOURS. *(Community Development)*

Purchasing Requests ONLY

Dept:

Acct #:

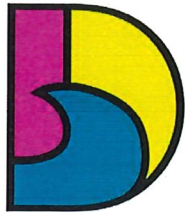
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-038-23 Noise 2nd reading, O-2023 - Amending Chapter 17 Section 17-81 - Unreasonably Loud Noise Prohibited, TX-038-23 Text Amd noise application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2023.05.12 11:34:55 -04'00'

SUBJECT: **TX-038-23:** The applicant, City of Dania Beach, is requesting a text amendment to amend the noise regulations found in the City's Land Development Code (SECOND READING).

REQUEST

TEXT AMENDMENT

Amending Section 17-81, entitled "Unreasonably loud noise prohibited" to prohibit noise between the hours of 7:00PM and 7:00AM.

PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the LDC.

The City currently regulates construction noise between the hours of 7:00PM to 7:00AM. Other Cities, not utilizing a decibel meter noise ordinance provide similar time restrictions, as identified below:

- Davie 7:00PM to 7:00AM
- Deerfield Beach 9:00PM to 7:00AM
- Hollywood 10:00PM to 7:00AM

At this time City Staff is recommending to specifically prohibit unreasonable noise between the hours of 7:00PM to 7:00AM. This modification will ensure that Broward Sheriff's Office is provided clear direction on enforcement of the City's noise ordinance during the applicable timeframe.

On May 9, 2023, the City Commission approved this item on first reading.

STAFF RECOMMENDATION

Approve the text amendment Ordinance on second and final reading.

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” AT ARTICLE IV ENTITLED “NOISE” AMENDING SECTION 17-81, ENTITLED “UNREASONABLY LOUD NOISE PROHIBITED”; AMENDING NOISE PROHIBITION HOURS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently regulates construction noise hours from 7:00 p.m. to 7:00 a.m.; and

WHEREAS, other cities, not utilizing a decibel meter noise ordinance provide similar time restrictions, including Deerfield Beach (9:00 p.m. to 7:00 a.m.), Davie (7:00 p.m. to 7:00 a.m.), Hollywood (10:00 p.m. and 7:00 a.m., in conjunction with a decibel meter) and Fort Lauderdale (10:00 p.m. to 7:00 a.m., in conjunction with decibel meter); and

WHEREAS, this modification will ensure that Broward Sheriff’s Office is provided clear direction on enforcement of the City’s noise ordinance during the applicable timeframe; and

WHEREAS, the City Administration supports the further refinement of the City’s Noise Ordinance;

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That Chapter 17 entitled “Offenses - Miscellaneous”, Article IV, entitled “Noise”, at section 17-81, entitled “Unreasonably loud noise prohibited,” is amended as follows:

* * *
CHAPTER 17
OFFENSES -MISCELLANEOUS

* * *

ARTICLE IV. NOISE

* * *

Sec. 17-81. Unreasonably loud noise prohibited.

Between the hours of 7:00 p.m. and 7:00 a.m., it shall be unlawful for any person or business to cause or permit to originate from the real property he, she, or it controls, any sound which crosses a property line at a volume which is unreasonably loud.

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 04/25/23

Petition No.: TX-038-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

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: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: AMENDING NOISE PROHIBITION HOURS SEC. 17-81

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

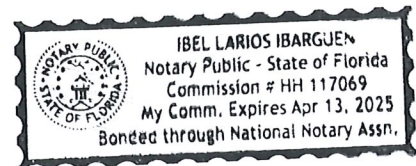
BEFORE ME THIS 26th DAY OF April, 2023

By:

Eleanor Norona
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(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.***



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: May 23, 2023

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

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

Subject: Discussion and Possible Action – Art Exhibition at Dania Pointe

At a recent meeting with Dania Pointe senior team members, they discussed with Commissioner Davis, Deputy City Manager Sosa-Cruz and I a very exciting program where they would be featuring Art in a specific area between the two Marriott Hotels overlooking the green (open area of green space) where they host major events and residents and visitors use daily to walk their dogs. This area has a multitude of parking and is very prominent and visible, adjacent to their large outdoor big T.V. screen. The area serves as a large plaza of sorts.

We spoke to them about “Totor” the dog, and the possibility (if Commission would be supportive) of unveiling our 9-foot gift from French Artist Stephan Bolangaro at Dania Pointe’s art sculpture exhibition space. They loved the idea and we wanted to seek your support. This would be an unveiling where we would be expecting a large crowd via our press release and delegation from France. Unveiling at a Park with only a handful of parking spaces would not be ideal.

We seek to install and unveil at Dania Pointe and exhibit at the attached/proposed location for a 4-6 months’ time frame as permitted/agreed with Dania Pointe. We would then move the sculpture to the City/Park property per City Commission directive.





DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP
Wednesday, May 17, 2023

Name/Address Phone Number	Date Appointed	Term	Mayor Appointment
Rosalind Curry 235 NW 6 th Avenue Dania Beach, FL 33004 954-864-8216 (Cell) rosalind.curry1951@gmail.com	October 11, 2022	November 1, 2022 through October 31, 2026	James
Celeste Oatman 710 SW 2nd Terrace Dania Beach, FL 33004 954-920-4845 954-240-0133 celesteloatman@yahoo.com	June 25, 2019	June 1, 2019 through May 31, 2023	Lewellen
Bob Adams 330 SE 3 rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bepa.net bobaphoto@aol.com	May 14, 2019	June 1, 2019 through May 31, 2023	Lewellen
Amarilla Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	October 12, 2021	November 1, 2019 through October 31, 2023	James
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	October 13, 2020	November 1, 2020 through October 31, 2024	Lewellen
Kemula Wright 21 NW 1 st Avenue Dania Beach, FL 33004 561-579-8967 kemwrightrealtor@gmail.com	April 25, 2023	May 1, 2023 Through April 30, 2027	Ryan

**DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP**

Wednesday, May 17, 2023

Polly Jones Moseley 701 W. Dania Beach Boulevard Apt. 306 Dania Beach, FL 33004 954-534-0940 pollyfuentes@yahoo.com	October 26, 2021	November 1, 2021 through October 31, 2025	James
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CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: May 23, 2023

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

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

Subject: Manager's Report

At the time we submitted this report, the City of Dania Beach was in the State Budget for \$1 million dollars. This appropriation was pending the Governor's signature. Please see attached for specifics on both projects.

Also attached is an update on the progress of all City facilities post the April 12th storm.

We are underway with the commencement of the CW Thomas Park Design post Commission approval. The Park will be in construction mode before the end of the calendar year. Please see the attached report for specific time frames from design to completion of construction.

As we complete the preparations for Hurricane season, please be advised that during springtime, we are also working to enhance the landscaping at our City cemeteries. Tree pruning is underway at both, as well as new sod where needed.

Our new Director of Communications/Marketing will join our Team on Monday, June 5th. Top priorities will be our partnership with Visit Ft. Lauderdale, promoting Dania After Dark, the planning of our 120th Birthday (a series of celebrations), our 1st Annual Community/Business Newsletter to be released this September, the Mayor's State of the City Address, and the day-to-day game plan to market and promote our City.

The final touches are underway, including the ordering and installation of plaques for 3 Community Parks that have recently been completed. We are planning a ribbon cutting ceremony at Frank C. "Tootie" Adler Park, Melaleuca Park, and Mildred V. Jones Park in anticipation of Parks and Recreation Month that commences in July. We are offering you the following dates and requesting you to select one. We would start at Tootie Adler Park on the Beach at 5:00 p.m., move to Melaleuca Park at approximately 5:45 p.m., and then conclude with a ribbon cutting at Mildred V. Jones Park at 6:15-6:30 p.m. June 8th, 15th and the 22nd are on a Thursday and June 28th is a Wednesday. Please select one date so we can plan this very exciting series of ribbon cuttings. These will be part of stories/photos for our newsletter.

This past Wednesday, May 17th, the FEMA Mobile unit opened shop at our City at 8:00 a.m. They are scheduled to be in our City until Saturday, May 20th, to assist our community regarding any issues related to the April 12th storm.

Tuesday, May 23rd, the City Attorney, Mayor, and I have a scheduled meeting with Atlantic Pacific and the Ron Book team to discuss the Saratoga buildings which includes the maintenance, security, and future plans. Additionally, the week of May 8th, the City Attorney and I met with the Director of the Dania Beach Housing Authority as well as the Chairperson of the Board. The discussion included our mutual expectations for safety via augmenting security as well as maintenance and future plans.

As promised, in June and monthly thereafter, we will bring any updates forward regarding the Nyberg Swanson House. We have offered temporary storage to the Historical Society at one of our offices at City Hall until the opening of the Nyberg Swanson House.

We will be hosting two Meet and Great/ Recruitment events in partnership with BSO Law Enforcement at City Hall/Library rotunda area. The first event will take place on Saturday, the 24th of June, from 10:00 a.m. to 2:00 p.m. at the City Hall atrium. The second will take place Tuesday, the 27th of June, from 6:00 p.m. to 8:00 p.m. at the exterior rotunda/ fountain area of City Hall/ Library.

Lottier, Christine

From: Rana Brown <Rana@rlbookpa.com>
Sent: Tuesday, May 16, 2023 1:09 PM
To: Garcia, Ana M.; Lottier, Christine; Sosa-Cruz, Candido; Donnelly, Colin
Subject: Final Report Session 2023
Attachments: Session 2023 Final Report.pdf

CAUTION: This email originated from outside the City of Dania Beach. Do not click links or open attachments unless you recognize the sender and expect the content.

Good afternoon, Madam Manager,

On behalf of everyone here at Ronald L. Book, P.A., we would like to first and foremost extend our appreciation for the continued opportunity to represent the City of Dania Beach! I have attached our final 2023 Session report for your review. Also, as we discussed, I wanted to send along the good news of the City's funding requests final status. In addition to our work throughout Session on the funding requests, before we left Tallahassee, we also met with the Governor's budget analysts to further advocate for this funding. We do expect the Governor to act on the budget in the near future.

Project	Funding Amount
Dania Beach Fire Rescue Command Center and Training Facility Phase 1 Sponsors: Senator Pizzo, Representative Cassel Amount Requested: \$500,000	Fully Funded: \$500,000
Dania Beach SW 52 Street Stormwater Improvement Project Sponsors: Senator Pizzo, Representative Cassel Amount Requested: \$500,000	Fully Funded: \$500,000

Please let me know if you have any questions or need more information on any issue. Thank you! Rana

~~~~~  
**Rana G. Brown**  
**Ronald L. Book, P.A.**  
4000 Hollywood Blvd, Ste. 677S  
Hollywood, FL 33021  
Cell: 786.427.5127  
Email: [Rana@rlbookpa.com](mailto:Rana@rlbookpa.com)



## Lottier, Christine

---

**From:** Gonzalez, Linda  
**Sent:** Monday, May 15, 2023 12:45 PM  
**To:** Garcia, Ana M.; Sosa-Cruz, Candido; Sergio Pellecer; Daniel Marks; Rodriguez, Fernando J.; Ozaydin, Dincer A.; DiPaolo, Frank; Guzman, Yeimy; Segal, Adam; Kallicharan, Carl; Peirce, Logan  
**Cc:** Brown, Eric; Waren, Cassi; Ifedi, Anthony; Lottier, Christine; Nina Rodriguez; Chen, K. Michael; Greene, Darren; Quintero, John  
**Subject:** Repair updates for City facilities  
**Attachments:** GC build back CW Thomas 5.11.2023.pdf; GC build back CW Thomas 5.12.2023.pdf; DFR BSO 5-12-23 GC.pdf; 5.12.2023 GC Build Back PJ Meli .pdf; BSO Sheriff Station Revised Repair Scope Letter and Budgetary Cost.pdf; GC build back CW Thomas 5.13.2023.pdf; GC Build Back Public Service 5.13.2023.pdf; PJ Meli Revised Repair Scope Letter and Budgetary Cost.pdf; Frost Park Revised Repair Letter and Budgetary Cost.pdf

Good Afternoon Manager and Deputy City Manager,

Attached are the latest repair reports and pictures for several City locations:

CW Thomas

BSO

PJ Meli

Frost

Work has been completed at all sites with some items on order/pending delivery and installation:

City Hall – HR/WW – Cabinets replacement (being built) and baseboards -to be completed by 5/17

BSO Mirrors (on-order) and lighting to be completed 5/16

Patch sheds (on-order) will take several months (custom order)

CW Thomas (vinyl baseboards) – on order to be completed by 5/20

Frost (vinyl baseboards) - on order to be completed by 5/20

PJ Meli – cabinets on order, AC unit being set up 5/16, vinyl baseboards – to be completed by 5/20

Note: should be available for use after A/C is installed, (minus kitchen cabinets)

Fencing for lift stations – on order (special size fencing)

SW Community – complete

PS – Kitchen cabinets on order

Fire station – complete

IT Parker – remediation done, pending renovations, (no repairs competed)

Frost, BSO and PJ Meli have updated (higher) repair estimates attached and included below, keeping in mind that all costs should be covered by insurance other than \$7,500, due to the 3 deductibles:

| City location             | Remediation Cost estimates | Repair Cost estimates | Total               |
|---------------------------|----------------------------|-----------------------|---------------------|
| City Hall                 | \$7,000 - \$9,000          | \$17,000 - \$20,000   | \$24,000 - \$29,000 |
| Public Services Building* | \$14,000 - \$16,000        | \$60,000 - \$70,000   | \$74,000 - \$86,000 |
| SW Community Center       | \$1,000 - \$2,000          | \$1,500 - \$2,500     | \$2,500 - \$4,500   |
| CW Thomas                 | \$12,000 - \$15,000        | \$40,000 - \$50,000   | \$52,000 - \$65,000 |
| Fire Station 1            | \$1,000 - \$2,000          | \$1,500 - \$2,500     | \$2,500 - \$4,500   |

|                                   |                              |                                          |                                          |
|-----------------------------------|------------------------------|------------------------------------------|------------------------------------------|
| BSO Garage                        | \$17,000- \$20,000           | \$45,000 - \$50,000                      | \$62,000 - \$70,000                      |
| Frost Park                        | \$5,000 - \$7,000            | \$15,000 - \$20,000                      | \$20,000 - \$27,000                      |
| IT Parker*                        | \$35,000 - \$40,000          | n/a                                      | \$35,000 - \$40,000                      |
| PJ Meli                           | \$14,000 - \$16,000          | \$75,000 - \$80,000                      | \$89,000 - \$96,000                      |
| Lift Station Fencing (2 stations) | n/a                          | \$10,000 - \$12,000<br>\$7,000 - \$9,000 | \$10,000 - \$12,000<br>\$7,000 - \$9,000 |
| Patch Sheds<br>Property Loss      | n/a                          | \$65,000 - \$75,000<br>\$8,440           | \$65,000 - \$75,000<br>\$8,440           |
| <b>Total</b>                      | <b>\$106,000 - \$127,000</b> | <b>\$345,440 - \$391,000</b>             | <b>\$451,440 - \$518,000</b>             |

\*Covered by Flood policy (no repair work is being completed at IT Parker due to pending renovation)

- No roof repairs will be covered by Insurance, and estimates are needed from Public Services. There are no immediate leaks or issues at present due to patchwork completed by facilities

Chris and Nina – please add to books and update IT site.

Thank you,

Linda



**DANIA BEACH**  
SEA IT. LIVE IT. LOVE IT.

**Linda Gonzalez, SPHR, SHRM-SCP, IPMA-SCP**  
**Chief Human Resources Officer | City of Dania Beach**

lgonzalez@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd | Dania Beach, FL, 33004

Phone: 954-924-6800 x3608

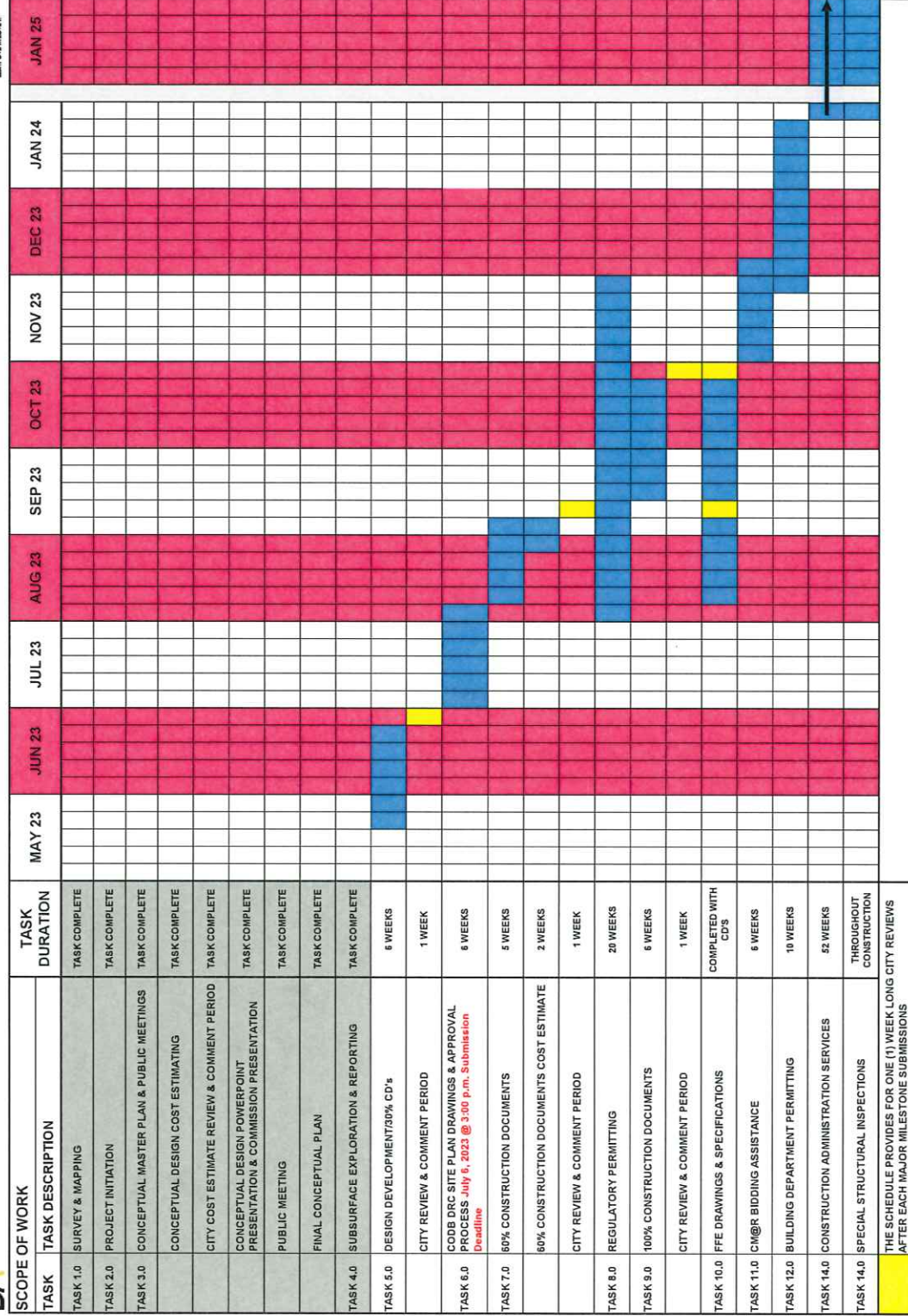


Web: [daniabeachfl.gov](http://daniabeachfl.gov) | App: [AskDaniaBeach](#)  
**RISE - Respect, Integrity, Standard of Excellence**

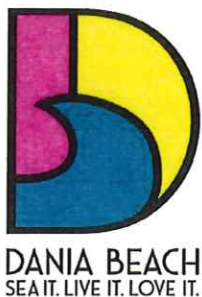
Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

C.W. Thomas Park Development  
Design, Permitting & Construction Schedule

May 16, 2023







**CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
MEMORANDUM**

**DATE:** May 23, 2023

**TO:** Ana M. Garcia, ICMA-CM, City Manager

**VIA:** Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

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

**RE:** Manager's Monthly Report – April 2023 – Community Development Department

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The following is a summary of Community Development Department activity during the month of April 2023.

**Community Development Special Projects:**

**RAC Land Use Amendment.** The Future Land Use Amendment application requesting dwelling unit replenishment within the City's Regional Activity Center (RAC) was submitted to Broward County on May 31, 2022. The City has engaged consultants to help evaluate the County's Priority Planning area recommendations. A resolution committing to enhance the City's Stormwater Management Planning and require all new development to incorporate interim engineering design standards was approved on April 25, 2023 by the City Commission.

**TX-027-23 Garage Use Text Amendment.** The amendment to the City's Code of Ordinances will allow the public to utilize the City Hall parking garage, from the hours of 7:00 a.m. to 11:00 p.m., free of charge. With the recent interest in re-vitalizing and developing our downtown corridor many businesses are interested in relocating to Dania Beach. The City's parking garage is currently under-utilized and therefore the department is requesting the City Commission allow the public to use the parking garage. This item is scheduled for second reading on May 9, 2023.

**TX-028-23 Sign Code Text Amendment.** This amendment to the Land Development Code is intended to simplify the City's sign code by eliminating unutilized provisions and provide consistency of sign types in all zoning districts. Staff is working with a planning consultant and the City Attorney's office to make these comprehensive changes. These amendments will be brought to the Planning and Zoning Board prior to being heard by the City Commission.

**TX-030-23 Sea Level Rise and Interim Design Standards for New Development.** This text amendment incorporates Sea Level Rise considerations into future development and adopts interim design standards for the City's Stormwater Management planning. Additionally, amendments will follow after the City's Stormwater Master Plan research is complete. This item is scheduled for second reading on May 9, 2023.

**Height and Density Reduction in the Regional Activity Center (RAC).** The Department is meeting one-on-one with each City Commissioner prior to staff's presentation at the May 9, 2023 City Commission meeting. The amendment proposes to eliminate all incentives in the RAC ultimately reducing the allowable height and density for new development. If consensus is received from the City Commission, the text amendment will be brought forward for public hearing this summer.

**TX- 022-23 Public Art Text Amendment.** This amendment to the City's Public Art Program is to identify the procedure for returning Public Art escrow funds that is established when a developer intends to install public art on-site. Community Development Staff are working with City Attorney's Office and the Finance Department on these changes. This item is anticipated to be before the City Commission on May 25, 2023 for first reading.

**RFP No. 23-003 Comprehensive Plan Update.** Community Development Department, in collaboration with the Finance Department, published April 3, 2023 a Request for Proposals (RFP) for a firm to assist in updating the City's Comprehensive Plan. There are several State mandated updates that are necessary. This update will also provide an opportunity to incorporate resiliency language. The RFP is scheduled for bid selection at the May 9, 2023 City Commission meeting.

**VC-095-22 Millikin Park Vacation of ROW/Park Expansion.** The Community Development Department is proposing to vacate approximately 210 linear feet of the Right-of-Way (ROW) adjacent to the north and south sides of Mullikin Park, for a total of approximately 420 linear feet. The existing, unimproved ROW runs from SW 1st Avenue to SW 1st Court and does not provide any access to Mullikin Park or the surrounding residential parcels. If the application is approved, half of the ROW adjacent to the park will go to the park expansion, and the other half will be given to the adjacent property owners. This application will be heard by the Planning and Zoning Board before it can be heard by the City Commission. This item is anticipated to be before the City Commission this summer.

**School Board ILA Zoning Updates.** This amendment is necessitated by the revised Interlocal Agreement between the School Board and Broward County Municipalities. These amendments are made periodically and will make updates to the City's Land Development Code as needed.

**Unreasonable Loud Noise Text Amendment.** This text amendment will specifically prohibit unreasonable noise between the hours of 7:00 p.m. and 7:00 a.m. This modification will ensure that BSO is provided clear direction on enforcement of the City's Noise Ordinance during the applicable timeframe. This is scheduled for the May 9, 2023 City Commission meeting for first reading.

#### **Building Division:**

The Building Department reviewed and issued 215 building permit applicants and conducted 1,417 inspections. The Department issued 11 Certificates of Occupancy, 7 for single family residences and four for commercial properties.

#### **Planning and Zoning Division:**

**SP-085-14MOD Site Plan Modification Viridian (a/k/a San Souci, Parco Mar) Site Plan Modification:** This project is a previously approved site plan which includes 14-story building with 237 dwelling units. The modification is to alter the access points and traffic circulation on the site. The project is currently being reviewed by DRC.

**SP-56-21MOD Site Plan Modification Koosh Living:** This project previously received City Commission approval. The applicant is requesting a site plan modification as a result of selling a small portion of the property. This application is currently going through DRC review and is anticipated to be approved administratively.

**SP-020-23MOD Site Plan Modification Planet RV:** This project is a modification of an existing site responding to a violation for the installation of multiple shipping containers to be used as additional office and storage space. This application is currently going through DRC review.

**SP-016-23 Site Plan Dania Riverfront:** This site plan is for the construction of an eleven (11) new two-story townhomes located on SW 32<sup>nd</sup> Avenue. This project is currently being reviewed by DRC.

#### **Miscellaneous Zoning Activities:**

The Zoning Division processed 12 new Certificate of Use applications for the month of April.

The Zoning Division processed, inspected and approved eight new Vacation Rental applications for the month of April.

#### **Code Enforcement Division:**

The team is continuing to work with BSO to enforce violations at Vacation Rental properties, addressing noise, and parking issues.

Code continues to focus on aesthetics of our major roads; specifically, the downtown City Center focusing on blight, graffiti, and illegal signage.

A total of 65 complaints were submitted this month into the City's Ask Dania Beach App and were addressed and inspected by Code staff.

Code continues to work with BSO Homeless Outreach to address homeless issues.

Code has been monitoring temporary signs throughout the City and is working with businesses to explain what is needed to be legal and in compliance.

Code continues to work with Public Services to address bulk trash issues within the City. A total of 29 bulk notices were issued this month.

#### **Beach Ranger and Parking Division:**

Beach Rangers patrol downtown City Center and all active construction sites for parking, noise, and early hour activity violations.

Staff reported 23 violations at the beach in the Ask Dania Beach App including safety issues, blight and aesthetics.

Turtle friendly lighting inspections are being conducted nightly to make sure the City is compliant with State, County, and City Regulations.

Staff continue to monitor the pier, parking lot and sand areas to address violations which include but are not limited to placement of tents, smoking, bonfires, and dogs.

Beach Rangers are handling violations at the marina for illegal vacation rentals unauthorized activity.

Beach Rangers work with BSO Homeless Outreach to address homeless issues at the beach.

**Oak Hammock Tree Protection Overlay District:**

- See attached Summary Report

# ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

## ANNUAL SUMMARY REPORT

| MONTH         | Total #<br>Trees<br>Removed | # House<br>Bill<br>Removals | # City<br>Permitted<br>Removals | #<br>Complaints | # Citations<br>or<br>Violations | Fines or<br>mitigation<br>Assessed | Fines or<br>mitigation<br>Paid | #<br>Replacement<br>Trees<br>Provided | # Other<br>Regulated<br>Activities |
|---------------|-----------------------------|-----------------------------|---------------------------------|-----------------|---------------------------------|------------------------------------|--------------------------------|---------------------------------------|------------------------------------|
| September '20 | 2                           | 2                           | 0                               | 1               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| October '20   | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| November '20  | 3                           | 3                           | 0                               | 1               | 1                               | \$1,500                            | 0                              | 0                                     | 0                                  |
| December '20  | 2                           | 2                           | 0                               | 1               | 1                               | \$1,000                            | 0                              | 0                                     | 0                                  |
| 2020 Subtotal | 7                           | 7                           | 0                               | 3               | 2                               | \$2,500.00                         | 0                              | 0                                     | 0                                  |
| January '21   | 1                           | 1                           | 0                               | 1               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| February '21  | 1                           | 1                           | 0                               | 1               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| March '21     | 2                           | 1                           | 1                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| April '21     | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 1                                  |
| May '21       | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 1                                  |
| June '21      | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| July '21      | 1                           | 1                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 1                                  |
| August '21    | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| September '21 | 0                           | 0                           | 0                               | 1               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| October '21   | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| November '21  | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| December '21  | 0                           | 0                           | 0                               | 1               | 0                               | 0                                  | 0                              | 0                                     | 1                                  |
| 2021 Subtotal | 5                           | 4                           | 1                               | 4               | 0                               | 0                                  | 0                              | 0                                     | 4                                  |



# ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

## ANNUAL SUMMARY REPORT

| MONTH         | Total #<br>Trees<br>Removed | # House<br>Bill<br>Removals | # City<br>Permitted<br>Removals | #<br>Complaints | # Citations<br>or<br>Violations | Fines or<br>mitigation<br>Assessed | Fines or<br>mitigation<br>Paid | #<br>Replacement<br>Trees<br>Provided | # Other<br>Regulated<br>Activities |
|---------------|-----------------------------|-----------------------------|---------------------------------|-----------------|---------------------------------|------------------------------------|--------------------------------|---------------------------------------|------------------------------------|
| January '22   | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| February '22  | 0                           | 0                           | 0                               | 0               | 1                               | 0                                  | 0                              | 0                                     | 1                                  |
| March '22     | 0                           | 0                           | 2                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| April '22     | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 1                                  |
| May '22       | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| June '22      | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| July '22      | 3                           | 0                           | 0                               | 0               | 0*                              | 0                                  | 0                              | 0                                     | 0                                  |
| August '22    | 0                           | 0                           | 3                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| September '22 | 0                           | 0                           | 0                               | 0               | 1                               | 0                                  | 0                              | 0                                     | 1                                  |
| October '22   | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| November '22  | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| December '22  | 0                           | 0                           | 0                               | 0               | 0                               | \$12,000                           | 0                              | 0                                     | 1                                  |
| 2022 Subtotal | 3                           | 0                           | 5                               | 0               | 2                               | \$12,000                           | 0                              | 0                                     | 4                                  |
| January '23   | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| February '23  | 0                           | 0                           | 0                               | 0               | 0                               | 16,229.90                          | 0                              | 0                                     | 0                                  |

# ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

## ANNUAL SUMMARY REPORT

| MONTH       | Total #<br>Trees<br>Removed | # House<br>Bill<br>Removals | # City<br>Permitted<br>Removals | #<br>Complaints | # Citations<br>or<br>Violations | Fines or<br>mitigation<br>Assessed | Fines or<br>mitigation<br>Paid | #<br>Replacement<br>Trees<br>Provided | # Other<br>Regulated<br>Activities |
|-------------|-----------------------------|-----------------------------|---------------------------------|-----------------|---------------------------------|------------------------------------|--------------------------------|---------------------------------------|------------------------------------|
| March '23   | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| April '23   | 0                           | 0                           | 0                               | 0               | 0                               | 0                                  | 0                              | 0                                     | 0                                  |
| GRAND TOTAL | 15                          | 11                          | 6                               | 7               | 4                               | \$30,729.90                        | 0                              | 0                                     | 8                                  |

Note: Table includes actions documented in the final 4 months of 2020 once “zoning in progress” began

\* - Citation/Violation Pending

# ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

## ANNUAL SUMMARY REPORT

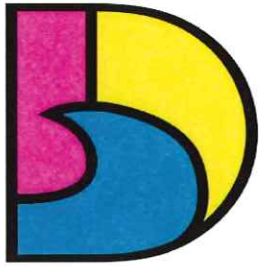
### Summary of Activities/Incidents

1. 8/25/20 – Zoning in progress resolution (R-2020-094) approved by City Commission (START OF TRACKING)
2. 9/5/20 – Unpermitted removal of 2 specimen sized live oak trees at 5861 SW 36<sup>th</sup> Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
3. 11/25/20 – Unpermitted removal of 3 specimen sized live oak trees at 5901 SW 36<sup>th</sup> Terrace (3 X HOUSE BILL REMOVALS – City did not agree with report)
4. 12/28/20 – Unpermitted removal of 2 more specimen sized live oak trees at 5901 SW 36<sup>th</sup> Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
5. 1/24/21 – Unpermitted removal of 1 specimen sized live oak tree at 5870 SW 37<sup>th</sup> Avenue (1 X HOUSE BILL REMOVAL – City agreed with report)
6. 1/26/21 – Article 826 – Tree Protection Overlay District ordinance adopted
7. 2/16/21 – Unpermitted removal of 1 specimen sized live oak tree at 5961 SW 37<sup>th</sup> Ave (1 X HOUSE BILL REMOVAL – City agreed with report)
8. 3/4/21 – Permitted removal of 1 foxtail palm tree at 5830 SW 37<sup>th</sup> Avenue
9. 3/6/21 – Unpermitted removal of 1 specimen sized live oak at 5720 SW 37<sup>th</sup> Terrace (1 X HOUSE BILL REMOVAL – City agreed with report)
10. 4/25/21 – Pruning advance notice received for 5910 SW 37<sup>th</sup> Ave
11. 5/25/21 – Driveway repaving at 5861 SW 36<sup>th</sup> Terrace (prior House Bill Removal – grandfathered – see item 2 above). Added to Overlay Summary because site does not meet minimum overlay district landscape standards even though no landscape alterations occurred.
12. 7/16/21 – General license request to remove specimen tree denied. Tree removed using house bill (1 X HOUSE BILL REMOVAL – City did not agree with report)
13. 9/15/21 – Complaint alleging excessive root impacts at 5940 SW 37<sup>th</sup> Ave
14. 12/13/21 – Complaint investigation at 5930 SW 36<sup>th</sup> Terrace
15. 12/20/21 – Tree removal coordination w/new owner of 5720 SW 37<sup>th</sup> Terrace.
16. 2/25/2022 – Tree removal permit application submitted for 5981 SW 37<sup>th</sup> Terrace. Evaluation in progress.
17. 2/26/2022 – Citation/Violation at 5840 SW 37 Ave for trimming without permit/providing notice. Violation later rescinded due to all actual trimming activities being acceptable under Article 826

# ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

## ANNUAL SUMMARY REPORT

18. 3/30/2022 – approval for removal of 2 hazard trees and hazard mitigation pruning of a 3<sup>rd</sup> tree at 5981 SW 37 Terr – no mitigation due to remaining trees exceeding code requirements.
19. 4/20/2022 – Tree removal permit application received for 5861 SW 37 Terrace. Numerous tree removals proposed on double lot for major residential modification. Evaluation/Coordination in progress.
20. 7/27/2022 – Unauthorized tree removal (3 oaks) at 5940 SW 37<sup>th</sup> Ave. Attempted to use invalid arborist report from 2 years prior by W. Granda (certification revoked by ISA, and removals occurred after effective date 7/1/2022 of updated HB statute FL SB 518 (22R). Code citation pending completion of project background data/research.
21. 8/20/2022 – Authorized removal of 3 hazard trees at 5840 SW 37<sup>th</sup> Ave. One hollow, one growing within eave of house, third sandwiched in between, leaning significantly over structure, and unable to ensure stability after removal of other two. Remaining trees exceed minimum requirements. No mitigation required.
22. 9/2/2022-Citation #22-1155 issued 4950 SW 37th Ave
23. 11/17/2022 – Special Magistrate Hearing for cited property 5940 SW 37<sup>th</sup> Ave for unauthorized tree removals (Case continued to December).
24. 12/15/2022 – Special Magistrate Hearing for cited property 5940 SW 37<sup>th</sup> Ave (Judgment against-\$12,000 fine).
25. 12/20/2022- 5901 SW 37<sup>th</sup> Ave, permit # 22-2237. Under review/notes in New World.
26. 1/31/2023- 5901 SW 37<sup>th</sup> Ave, Permit# 22-2237. No tree conflicts were found during inspection, permit approved 1/31/23.
27. 2/22/23-5940 SW 37 Ave-Permit # 23-0293. After-the-fact Tree Removal Permit Approval (16,029.90 (Mitigation Fee) + \$200(Processing Fee))= \$16,229.90 Total
28. 2/28/23- 5830 SW 36 Terr (#21-1914), Approval for new addition to home. No tree work will be performed for this project.
29. 3/23/23- 5821 SW 36 Terr, permit # 23-0382 To replace chain link fence. Spoke with homeowner to confirm that no tree work will be performed for this project and approved in new world with notes.
30. 4/27/2023-5810 SW 36 Ter, Permit #23-0587. Fence permit approved, no tree work to be performed for this project.



**DANIA BEACH**  
SEA IT. LIVE IT. LOVE IT.

## **CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT**

### **MEMORANDUM**

**DATE:** May 16, 2023

**TO:** Ana M. Garcia, ICMA-CM, City Manager

**VIA:** Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

**FROM:** Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer *LG*

**RE:** Human Resources and Risk Management Report

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The following is a summary of Human Resources and Risk Management activities over the last month:

#### **Recruitment**

- **Open Recruitment:**

- Associate Planner
- Coordinator, Farm and Market – ongoing recruitment
- Administrative Specialist II
- Planner- ongoing recruitment
- Water Treatment Plant, Operator C – ongoing recruitment
- Summer Camp Supervisor (2 positions) – ongoing recruitment
- Summer Camp Counselors – ongoing recruitment
- Lifeguard PT
- Lifeguard On-Call (3 positions)

- **Interview/Offer Process**

- Records Specialist
- Financial Administrator
- Recreation Assistants, PT
- Equipment Operator II (2 positions)
- Recreation Programs Coordinator
- Summer Camp Counselors (2 positions)

- **Background Process**

- Summer Camp Counselors
- Manager, Special Events
- Division Director, Marketing and Communication

- **Recent Hires**

- Recreation Assistant (Part-Time)
- Summer Camp Counselors (3)

## **Training and Development/Safety**

- The new furniture for the NW Conference has arrived! The furniture is modernized and specific for changing training needs. We are pending delivery of a few items related to the furniture set up, and extra storage is being created in the room adjacent to the conference room to ensure a professional training room is established.
- On May 3, Certificate of Insurance review training was completed with our insurance vendor for The Risk Management Department and Parks and Recreation. This training was provided to ensure our staff understand the necessary items to review a Certificate of Insurance (COI) submitted via our TULIP program.
- On May 5, we hosted a customized four-hour training program, for our Finance Department entitled, "Team Building for Excellence." The feedback from this team-building activity was well received by all and was very positive.
- On May 15, we hosted our annual Stop the Bleed Training. This year we included Hands-Only CPR. Seventy (70) team members attended one of our four (4) different sessions. This training was provided by the Broward Sheriff's Office (BSO) and taught them how and when to perform lifesaving skills during a life-threatening emergency. This training counts towards fulfilling the Safety Day requirement for all full-time employees.

## **Benefits**

During the month of May, we launched a three-part webinar series on Diabetes & Nutrition. Each webinar will be presented LIVE by WebMD Health Coaches on Wednesdays at 10:00 AM Eastern time. Team members have the choice to attend the live event and the recordings will be mailed. This is another opportunity for team members to earn points towards a gift card.

We have started initial discussions with our broker regarding employee and non-Medicare retiree open enrollment. We continue to work to ensure the best insurance programs are available to our team.

Each year we participate in an annual salary survey along with one hundred other municipalities within the State of Florida. The survey results have been shared with us and we are now in the process of reviewing our compensation plan to ensure that our salary ranges are competitive for the jobs.

## **Risk Management**

The Human Resources Department worked closely with Public Services/facilities to address the water damage in many of City buildings after the flooding event that occurred on April 12. The remediation process started the next day and as of our last progress report, the work has been completed at all sites with a few items pending delivery and installation. Out of pocket deductibles are estimated at \$7,500.

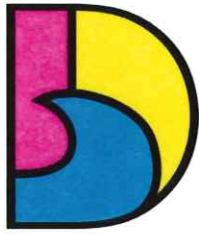
| Remediation<br>estimates | Cost | Repair Cost estimates | Total                 |
|--------------------------|------|-----------------------|-----------------------|
| \$106,000 - \$127,000    |      | \$345,440 - \$391,000 | \$451,440 - \$518,000 |

- The federal government ended the COVID-19 Public Health Emergency (PHE) on May 11, 2023. As a result of the new guidance, we have updated our COVID policy to align with the new CDC guidelines. The management team has been notified of the change and the revised policy has been posted to the intranet.

### **Continuous Improvement Projects**

Software initiatives for the new Fiscal Year to support the continuous improvement of our HR processes are well on the way.

- a) Total Rewards Statements are ready to go! – Total Rewards statements are a tool to demonstrate to employees the true value of all their entire pay and reward package – which may comprise basic pay, overtime, bonuses, pension contributions, health benefits and more. Understanding the value of the whole salary and benefits package is an important retention tool. HR continues to explore creative retention tools to retain great team members in a very competitive job market. Directors and Managers attended an HR training session on May 12 that provided an overview of what to expect, and how to review the statements with every team member in the City. Statements are being distributed on May 16, <sup>and</sup> each Department Head and designees will be meeting with team members during May to review statements.
- b) Verification of Employment (VOE) – We have completed part one of the testing for file transfer with IT and Equifax, our VOE vendor. Reports of current information are being compiled to continue testing for file transfer of information. Once testing of data transfer is complete, we intend to launch the services.
- c) We are also in the implementation phase of Perform, which is part of our applicant tracking platform and will modernize our evaluation process from a paper to electronic process.



DANIA BEACH  
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## CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

### MEMORANDUM

**DATE:** May 16, 2023  
**TO:** Ana M. Garcia, ICMA-CM, City Manager  
**FROM:** Eric Brown, Parks & Recreation Director  
**SUBJECT:** Parks and Recreation Updates

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#### Parks and Recreation Department Updates

##### CIP project updates:

- Tootie Adler Park – The project is nearing completion. The contractor is changing out the mulch surfacing around the exercise equipment to turf to better serve the use of the equipment. We are awaiting a replacement piece for the climber piece of the playground due to damage during the installation. Staff is in the process of closing out the FRDAP Grant funding for reimbursement. The Department is aiming for a grand opening sometime in June pending the completion of the above-listed items.
- CW Thomas Park – The design concept was approved by City Commission at the May 9<sup>th</sup> meeting. Staff is now working with Bermello and Associates and Burkhardt Construction to bring the design concept to life.
- Melaleuca Park – Construction is complete.



- IT Parker – Staff met on Friday, May 12<sup>th</sup> to review the updated bid for the Re-Bid of the Construction Services. Procurement is finalizing the bid to open.
- Mullikin Park – The RFQ for Design Services is currently open and closes May 30, 2023.
- Mildred Jones Park – Awaiting the final zoning inspection, which was to be scheduled May 15, 2023 and then the new exercise equipment will be open to the public for use.

##### Flood Updates:



- PJ Meli Aquatic Complex exterior (playground, tennis court, basketball court, dog park and fields) is open for use. The center is scheduled to open Monday, May 22<sup>nd</sup> pending the installation of the air conditioning units.
- IT Parker remains closed indefinitely.
- Frost Park complete.
- CW Thomas Park final stages of completion.
- SW Community Center complete.

Portions of the beach were shut down during the month due to the sand re-nourishment project. Because portions of the beach were shut down and not all towers were open lifeguards were able to do fiberglass repairs on rescue equipment. The beach renourishment project wrapped up April 30<sup>th</sup>.

Swim tests were conducted at PJ Meli Aquatic Complex on April 29<sup>th</sup> and 30<sup>th</sup> for the Junior Lifeguards Summer Camp.

Lifeguards remain busy enforcing ordinances. This month staff enforced 52 dog enforcements, 72 tent enforcements and 42 cigarette smoking enforcements.

#### Ocean Rescue Report:

- Rescues – 5 (11 victims)
- Medical – 3
- Law Enforcement Calls – 2
- Missing Persons – 0
- Wildlife or Domestic Rescues – 1

Summer Camp registration is now open for Frost Park and CW Thomas Park. Registration remains closed for Summer Camp at PJ Meli Park until the community center is reopened to the public. Once the community center opens, we will allow for CW Thomas Park registrants to transfer their registration over to PJ Meli Park should they wish before opening registration to the public as a number of participants have registered for the time being at CW Thomas Park.

Thus far Summer Camp has brought it \$51,261.00 of registration fees.

- Frost Park – Sold Out (75 participants)
- CW Thomas Park – 34/50 spots sold
- PJ Meli Park – Registration not opened

The Jr. Lifeguard Summer Camp program is currently open for registration. Sessions one, two and three are sold out. 29 spaces remain in session four and 12 spaces remain in session five. \$13,820.00 of revenue has been collected thus far.

The Department assisted in the annual Earth Day Beach Cleanup on April 20<sup>th</sup>. The event was once again a huge success.

On May 31<sup>st</sup> staff will hosting an Art Show Case at Frost Park from 6:30pm – 8:00pm showcasing artwork created by the participants in the Kreation Station program at Frost Park.

There are a number of upcoming programs that staff are currently in the planning stages of implementing. This includes:

- E-Sports Tournament at CW Thomas Park
- H.I.T.T. Program at Frost Park – Beginning June 12<sup>th</sup>

- Ninja Warrior Program at Frost Park – Contract Pending

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- Gracefully Aging at CW Thomas Park
- Domino Club at CW Thomas Park
- YAC at CW Thomas Park
- Teen Club at CW Thomas Park
- Football Skills and Drills at CW Thomas Park
- 1Up Gaming Club at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Free to Be Creative Arts Dance at PJ Meli Park
- Basketball Clinic at PJ Meli Park
- Senior Bingo at PJ Meli Park
- Adult Kickball at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Tarpon Soccer at Frost Park
- Kreation Station at Frost Park



DANIA BEACH  
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## CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

### MEMORANDUM

**DATE:** May 23, 2023

**TO:** Ana M. Garcia, ICMA-CM, City Manager

**VIA:** Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

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

**RE:** PUBLIC SERVICES DEPARTMENT ACTIVITIES – April 26 through May 22, 2023

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Provided below is a summary of the main PSD activities for roughly the past eight to 10 weeks:

**Citywide pole-mounted banners** - The first group of roughly 120 banners will feature a “patriotic theme” that will be relevant to the coming Independence Day and Labor Day periods. Installation will begin on Friday May 19<sup>th</sup> (weather permitting) and is projected to be completed prior to the Memorial Day weekend.

**Beach Renourishment Project** – In mid-March the U.S. Army Corp of Engineers started renourishing the beach area by adding significant amounts of sand starting at the beach’s south end. This beach renourishing effort was completed at the end of April and the beach is now nearly twice as wide. This added space will be much appreciated and enjoyed by the many beachgoers from our city as well as visitors.

**SW 43<sup>rd</sup> Terrace Drainage Project** - The work nearly 50 percent complete and is expected to significantly mitigate the impact of heavy rain events in the future.

**Pier Refurbishing Project:** The project is close to 90 percent complete, with the important entrance ramp and the fire line conduit replacement recently finished. Concrete pours in the structure’s bents and expansion joints are under way.

**Stormwater Master Plan (SWMP)** – Data collection by Chen Moore and Associates is ongoing. Given the recent flooding from the major rain even in April, some areas of the city will be prioritized in the plan, including impacted sections of the SW area. Completion of the SWMP is a complex undertaking and will take approximately 24 months.

**Solar Light Retrofit Project** – This important project, which retrofitted nearly 400 street solar lights citywide, has been completed. Unfortunately, the solar panel replacement phase has been delayed due to supply chain challenges. Completion is expected in September 2023.



## **PUBLIC SERVICES ACTIVITIES – April 26 to May 23, 2023**

**Date: May 23, 2023**

**page 2 of 2**

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**Ocean Park Undergrounding of Overhead Utilities** – Meters are being relocated this week to be followed by the final transfer in the beginning of June.

**Sidewalk Repairs (citywide)** – This important project is nearly 40 percent complete and garnering many compliments from city residents.

### **GRANTS**

#### **2023 Port Infrastructure Development Program Grants**

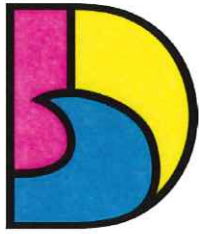
PSD and the Finance Department assisted Seacor's grant consultant in submitting an application for the 2023 Port Infrastructure Development Program grant. Seacor's application requests \$5.2 million to make capital improvements to their facility, including replacing the north bulkhead of the terminal, existing ramps, and the west bulkhead, and developing a terminal electrification study.

#### **State Legislative Requests FY 2023-24**

PSD and the Fire Department responded to several Requests for Information (RFI) from the Office of the Governor to finalize the funding requests for the Fire Rescue administration/training/EOC building.

#### **Transportation Surtax**

The Department submitted the required documents to the Broward County Mobility Advancement Program Office to develop the funding agreement for the Southeast Drainage Project. The city will be able to bid the southeast drainage project upon the execution of the funding agreement with Broward County, which is expected very shortly.



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# CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

## MEMORANDUM

DATE: May 2023  
TO: Ana M. Garcia, ICMA-CM, City Manager  
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager  
FROM: Katia Bordy, Public Information Officer  
SUBJECT: Public Information Officer Communications

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### Ongoing Communication

The City's website, social media, and TV Channel 78 are continuously updated with relevant, new, and important information. All City Departments receive media support on a variety of projects. Continuous effort to grow followers, likes, engagement on social media platforms.

Below are the latest social media, website, and video communications including special event activities:

- Sharing Flood Assistance information on all platforms
- Covered Dania Beach Earth Day
- Preparing Template for The Community Newsletter 2023
- Finalizing RISE with Dania Beach Brochure v3 – Final Draft
- Produced Multiple Slideshow Videos for TV: Earth Day, Seafood Festival, Parks, Bike Show, Lucky Fish, BSO Fishing...
- Helped Design HR Newsletter Dania Beach Spotlight
- Information Campaign to help eradicate Conehead Termite Species
- Facilitated & Promoted Flood Insurance C6 Rating & Savings in CRS
- Covering the Shore Preservation Beach Renourishment Project
- Covered topping-off ceremony of Elevate Apartments & ITSUGAR Grand Opening
- Took multiple Drone Footage of Parks, Public Services Projects and new development.
- Promoted multiple Parks, Public Services, Community Development Programs
- Designed Dania Beach Press Easter and Passover Ads
- Designed the South Florida Family Life Ad
- Designed Chamber of Commerce Visitor's Guide Ad / w Mayor's Intro
- Created educational posts and videos on proper recycling/WM
- Designed and Promoted Monthly Celebrations on Social Media
- Reached 8,431 followers on Facebook, 4,350 Instagram, 2,570 Twitter, 827 LinkedIn ↑





**CITY OF DANIA BEACH  
BROWARD SHERIFF'S OFFICE (BSO)**

**EXTERNAL MEMORANDUM**

**DATE:** May 16, 2023

**TO:** Ana M. Garcia, ICMA- CM, City Manager

**VIA:** Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

**FROM:** Sergio Pellecer, District Fire Chief

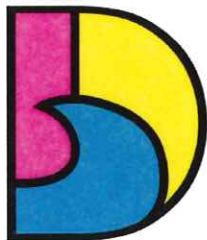
**RE:** Dania Beach Memo to City Manager

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Please see the requested information below concerning the April 19, 2023, through May 16, 2023 of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations
- Coffee with the District Chief – Table top talk with Station 1-17 crews
- Agenda reviews team conference calls
- Agenda reviews with Commissioners
- BSO Ops Conference call with District Chiefs – Daily morning operations review
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, met with Dincer and getting final specs on generator continued – This is still on going as of 05/16/2023
- Fire Station 1 electrical outlets added for new rescue truck
- Fire Alarm system is in process of being replace at Fire Station 1 waiting of sensors and final programing – This project is still ongoing
- Station 1 Safe Air System and Air Movement System in permit process
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing
- Fire Truck (Quint 1) our ladder truck is still being refurbished at Ten8 service center in Georgia continued monitoring. Truck is being prepared for re-painting
- Meetings with Joseph Milton and Fire Marshal's office Seaview 1 weekly or biweekly reviews continued
- Saratoga Crossings III Grand Opening
- Continued Monitoring of WebEOC, Emergency Management Recovery Group Meeting
- Meeting with FEMA representatives regarding Damage in Dania Beach and Disaster Recovery Center set up
- Q2 New employee Onboarding Dania Beach
- Commission Budget workshop
- City Emergency Management Plan (CEMP) review and re-issued

- Training during this period –Fire Based Company Training, EMS Based Company level Training, Bunker Gear Cleaning continued, Fire Station Safety Inspection preparation for Hurricane Season training scenarios,
- Community Outreach – Dania Beach Employee Training Hands Only CPR, Stop the Bleed



**DANIA BEACH**  
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**CITY OF DANIA BEACH  
BROWARD SHERIFF'S OFFICE (BSO)**

**MEMORANDUM**

**DATE:** May 15, 2023

**TO:** Ana M. Garcia, ICMA- CM, City Manager

**FROM:** Daniel J. Marks, Captain

**RE:** Dania Beach Monthly Memo to City Manager

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**PART I CRIME SUMMARY**

| PROPERTY CRIMES                | TOTAL |
|--------------------------------|-------|
| AUTO THEFT                     | 12    |
| AUTO THEFT - MOTORCYCLE        | 1     |
| AUTO THEFT - TRUCK / BUS       | 1     |
| BURGLARY<br>BUILDING/STRUCTURE | 2     |
| BURGLARY BUSINESS              | 2     |
| BURGLARY CONVEYANCE            | 7     |
| BURGLARY RESIDENCE             | 5     |
| THEFT - ALL OTHER              | 10    |
| THEFT - BICYCLE                | 1     |
| THEFT - MOTOR VEHICLE PARTS    | 4     |
| THEFT - RETAIL / SHOPLIFTING   | 7     |
| Grand Total                    | 52    |

| DOMESTIC CRIMES       | TOTAL |
|-----------------------|-------|
| AGGRAVATED<br>ASSAULT | 1     |
| ROBBERY               | 2     |
| Grand Total           | 3     |



### **NOTABLE INCREASES/DECREASES**

**Within the past 2 weeks, there was:**

- A significant increase of 6 Retail Theft
- A significant increase of 7 Auto Theft(s)

### **NOTABLE ARRESTS**

**Within the past 2 weeks, there were a total:**

| Arrests: 04/19/2023 – 05/03/2023 |
|----------------------------------|
| 44                               |

- 37 arrests made by Road Patrol
- 6 arrests made by Crime Suppression Team
- 1 arrest made by Criminal Investigations

**In the last 2 weeks, detectives have made:**

- 7 arrests
- Seized two illegal firearms
- Arrested a suspect for trafficking the lethal drug fentanyl with 86 fake prescription pills that were laced with the drug.
- Defendant (W/F) 08/16/1988, was arrested at 2311 Taft St for Auto Theft, which occurred at 301 E Dania Beach, FL. The defendant was transported to BSO Main Jail.

### MOTORS / COMMERCIAL VEHICLE ENFORCEMENT

- Continuing to monitor SE 5<sup>th</sup> Av. Speed humps have been deployed by the city / School Zones.
- Two traffic complaints: 1) 500 blk of NE 2<sup>nd</sup> St. 2) 200-700 blk of SE 3<sup>rd</sup> Av. Speed trailer deployed on NE 2<sup>nd</sup> St. Both reference speeding in the early morning work rush hour. Lt. Romano issued directed patrol ops for two weeks with daily status sheet.

### HOMELESS OUTREACH TEAM

The following is a summary of activity for the Homeless Outreach Team:

UPDATE – Carolyn is still in permanent housing and thriving (story below).

- We have an inspiring success story to share with you! We were contacted some time ago by Vice Mayor Lewellen, who requested our Outreach Services for a homeless woman frequently seen in front of the Library and City Hall. We reached out to this At Large Female Client, Carolyn "Suzy" Dobson, and secured a placement for her at The Residence of Dania Beach (ALF) the next day. Although she only stayed at the ALF for four months, Suzy took the initiative to leave on her own accord and made her way to the bus stop directly in front of Fire-Rescue Station One. There, she gained the attention of Dania Fire Rescue Chief Pellecer, who coordinated with the Dania Beach Housing Authority to secure permanent housing for her as she receives Social Security Benefits. Deputies Spicer and Hatfield assisted Chief Pellecer by obtaining all of her necessary documents, including her Birth Certificate and Social Security Card. We are thrilled to announce that as of April 1st, Suzy has moved into her own apartment in Dania!
- Longest At Large Dania client (20yrs +) agreed to reunification assistance. Contact was made with his sister in Utah who was eager to accept him. A plane ticket was purchased and Raymond reunited with her on Tuesday 5/2.

## **BSO DANIA BEACH NEIGHBORHOOD SUPPORT TEAM**

### **Follow-Up/Directives/Initiatives**

**Dan Marino Autism Foundation Family Fun Day** – April 23, 2023 – BSO Dania Beach NST Unit participated in the Dan Marino Family Fun Day Event at Dania Pointe.

**Special Olympics Law Enforcement Torch Run** – April 26, 2023 – BSO Dania Beach participated in the Annual Law Enforcement Torch Run. The run began at 1100 Seabreeze Blvd in Ft Lauderdale and ended at the Pompano Beach Fire Station, just north of Atlantic Blvd on A1A. This 10-mile run is held every year to raise funds and awareness for these special athletes. Deputy Hoff and Deputy Session were able to raise \$2,000 for this year's event.

### **Meetings Zoom/In Person**

- **April 24, 2023** – Saratoga Ribbon Cutting Ceremony – 12:00pm
- **April 28, 2023** – Dismas Charities Quarterly CRB Meeting – 11:00am
- **May 4, 2023** – Annual Kickball Game (1<sup>st</sup> planning meeting held with Parks/Rec Mgr – 11:00am

### **Upcoming Events**

May 20, 2023 – Tigertail Aquatic Recreation Day – Dania Beach NST & Special Events/Logistics partnered with Olsen Middle School to spend the day with (25) students to participate in team building & aquatic activities at the Tigertail Center in Dania Beach. This (8) hour day consists of students being paired with Deputies for a day of team building activities, problem solving and aquatic adventures.

June 10, 2023 – Field Day Olsen Middle School – Dania Beach NST & Special Events/Logistics will have BSO assets on Display to meet/interact with the incoming 6th grade students for the 23/24 school year.

June – August 2023 – Summer Break Spot Program – Each week, BSO NST Unit will visit the (4) summer camp sites in the City of Dania Beach to provide the campers with an opportunity to get to know BSO & some of the specialized units within the agency.

July 22, 2023 – BSO vs Dania Beach Annual Kickball Game – BSO NST, along with City of Dania Beach hosts our annual kickball game. The two teams consist of members from the Broward Sheriff's Office and employees/residents of the City of Dania Beach. Winner retains Trophy and bragging rights for the rest of the year.

July 28, 2023 – “Lighthouse 4 Students” Community Mentoring Group & BSO Dania Beach Fishing Event – BSO Dania Beach will be taking approximately (20) youth on a Fishing Excursion within the City. The goal is to introduce the youth to fishing and provide a fun, engaging opportunity to interact with Law Enforcement.

### **Staffing**

We currently have 4 vacant Deputy positions. These positions are being filled as cadets graduate the academy. We currently have 4 Deputies in Field Training.



**BROWARD SHERIFF'S OFFICE  
CITY OF DANIA BEACH  
CALLS FOR SERVICE – 240 ZONE  
04/19/2023 – 05/3/2023**

THERE WERE A TOTAL OF **133** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a **16%** increase in Calls for Service compared to the past two weeks.

| CALLS FOR SERVICE                       | TOTAL |
|-----------------------------------------|-------|
| 03-HIT & RUN                            | 2     |
| 04-ACCIDENT-MINOR                       | 6     |
| 04E-ACCIDENT ROLLOVER OR<br>EXTRICATION | 1     |
| 04I-ACCIDENT WITH INJURIES              | 2     |
| 08-MISSING PERSON/RUNAWAY               | 1     |
| 10-50 TRAFFIC STOP                      | 1     |
| 11-ABANDONED VEHICLE                    | 1     |
| 13I-SUSPICIOUS INCIDENT/PACKAGE         | 6     |
| 13V-SUSPICIOUS VEHICLE                  | 1     |
| 14-INFORMATION                          | 4     |
| 18-FELONY WARRANT                       | 1     |
| 20-MENTALLY ILL PERSON                  | 1     |
| 22-DISTURBANCE/NUISANCE                 | 9     |
| 22N-DISTURBANCE-NOISE COMPLAINT         | 2     |
| 25EV-ELEVATOR RESCUE                    | 1     |
| 30-LARCENY                              | 3     |
| 37-DISTURBANCE JUVENILE                 | 2     |
| 40-VANDALISM/MALICIOUS MISCHIEF         | 1     |
| 49A-AUDIBLE/INTRUSION ALARM             | 9     |
| 51-TRESPASSING                          | 4     |
| 53-EMBEZZLEMENT-FRAUD                   | 1     |
| 64-LARCENY-AUTO PARTS                   | 1     |
| 66-CIVIL MATTER/CUSTODY ISSUE           | 3     |
| 67AR-MEDICAL-ALLERGIC REACTION          | 1     |
| 67PO-MEDICAL-UNCONSCIOUS/FAINTING       | 1     |



|                              |     |
|------------------------------|-----|
| 67UM-MEDICAL-UNKNOWN MEDICAL | 1   |
| 68-POLICE SERVICE CALL       | 31  |
| 72-LOST/FOUND PROPERTY       | 1   |
| 73-TRAFFIC/PARKING COMPLAINT | 2   |
| 76-AOA (ASSIST OTHER AGENCY) | 3   |
| 911 HANG UP/DROP OFF         | 29  |
| GAS LEAK/GAS ODOR            | 1   |
| Grand Total                  | 133 |

THERE WERE A TOTAL OF 4 PART 1 CRIMES FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a 33% increase in Part 1 crimes compared to the past two weeks.

| PART 1 CRIMES                | TOTAL |
|------------------------------|-------|
| THEFT - MOTOR VEHICLE PARTS  | 1     |
| THEFT - RETAIL / SHOPLIFTING | 3     |
| Grand Total                  | 4     |



**CITY OF DANIA BEACH  
CALLS FOR SERVICE – 240 ZONE  
04/19/2023 – 05/03/2023**

THERE WERE A TOTAL OF **10** CALLS FOR SERVICE FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was **40%** decrease in Calls for Service compared to the past two weeks.

| CALLS FOR SERVICE                  | TOTAL |
|------------------------------------|-------|
| 14-INFORMATION                     | 2     |
| 22N-DISTURBANCE-NOISE<br>COMPLAINT | 2     |
| 25EV-ELEVATOR RESCUE               | 1     |
| 37-DISTURBANCE JUVENILE            | 2     |
| 66-CIVIL MATTER/CUSTODY ISSUE      | 2     |
| 68-POLICE SERVICE CALL             | 1     |
| Grand Total                        | 10    |

THERE WERE A TOTAL OF **0** PART 1 CRIMES FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was a **100%** decrease in Part 1 compared to the past two weeks.



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**CITY OF DANIA BEACH  
FINANCE DEPARTMENT  
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM  
FROM: Megan Jelaso- Revenue Accountant  
DATE: **May 1, 2023**  
SUBJECT: Monthly Business Tax Licensing

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Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.





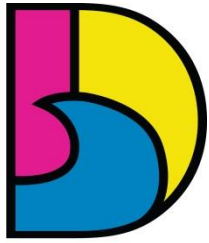
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# Business Listing Report

Business Start Date 04/01/23 - 04/30/23  
Report By Business Name

| Business                                 | Licensor                                 | Address                                           | Phone          | Extension | Start Of Business | End Of Business |
|------------------------------------------|------------------------------------------|---------------------------------------------------|----------------|-----------|-------------------|-----------------|
| ACCURATE VENEER & PLYWOOD AMERICA LLC    | ACCURATE VENEER & PLYWOOD AMERICA LLC    | 1941 TIGERTAIL BLVD # 6, DANIA BEACH, FL 33004    | (281) 275-3912 |           | 04/19/2023        |                 |
| ANDREA TORNESSI                          | ANDREA TORNESSI                          | 2732 SW 47 ST, Dania Beach, FL 33415              | (973) 868-1852 |           | 04/04/2023        |                 |
| ANDREW LEE                               | ANDREW LEE                               | 4540 SW 28 TER, Dania Beach, FL 33415             | (718) 200-9978 |           | 04/04/2023        |                 |
| AQUAMAN DIVING INC                       | AQUAMAN DIVING INC                       | 24 NE 1 AVE # 104, DANIA BEACH, FL 33004          | (954) 281-5595 |           | 04/12/2023        |                 |
| CHARTER BROKERAGE LLC                    | CHARTER BROKERAGE LLC                    | 4040 S STATE RD 7 STE 500, DANIA BEACH, FL 33314  | (281) 579-1800 |           | 04/20/2023        |                 |
| CIELO STAYS                              | URBAN SELECT REALTY INC                  | 1340 STIRLING RD A 5, DANIA BEACH, FL 33004       | (754) 400-1566 |           | 04/17/2023        |                 |
| COLONIAL ROOFER SERVICES INC             | COLONIAL ROOFER SERVICES INC             | 217 NW 14 CT, Dania Beach, FL 33004               | (754) 423-1745 |           | 04/19/2023        |                 |
| CROSS COUNTRY MORTGAGE LLC               | CROSS COUNTRY MORTGAGE LLC               | 2860 W STATE RD 84 118, DANIA BEACH, FL 33312     | (877) 351-3400 |           | 04/05/2023        |                 |
| JAMROCK PROPERTIES & INTERIOR DESIGN LLC | JAMROCK PROPERTIES & INTERIOR DESIGN LLC | 328 NE 2 CT, Dania Beach, FL 33004                | (517) 275-2562 |           | 04/20/2023        |                 |
| KELLY YOUNG DESIGN ASSOCIATES            | KELLY YOUNG DESIGN ASSOCIATES            | 1241 STIRLING RD 102 , DANIA BEACH, FL 33004      | (954) 915-0965 |           | 04/26/2023        |                 |
| MICHAEL TRAVERS                          | MICHAEL TRAVERS                          | 609 NW 8 ST, Dania Beach, FL 33004                | (954) 415-2328 |           | 04/26/2023        |                 |
| MILLER SIGNS LLC                         | MILLER SIGNS LLC                         | 1221 STIRLING RD UNIT 120, DANIA BEACH, FL 33004  | (786) 323-9161 |           | 04/18/2023        |                 |
| NIKE                                     | NIKE RETAIL SERVICES INC                 | 166 SUNSET DRIVE, DANIA BEACH, FL 33004           | (503) 532-4678 |           | 04/11/2023        |                 |
| OLEG PALIVETS                            | OLEG PALIVETS                            | 515 NE 2 PL, Dania Beach, FL 33004                | (813) 454-6591 |           | 04/04/2023        |                 |
| QMED MASTER DISTRIBUTION LLC             | QMED MASTER DISTRIBUTION LLC             | 2281 GRIFFIN RD, FORT LAUDERDALE, FL 33312        | (954) 316-1212 |           | 04/04/2023        |                 |
| SHIRTSY LLC                              | SHIRTSY LLC                              | 1241 STIRLING RD #108-109, Dania Beach, FL 33004  | (954) 661-4310 |           | 04/14/2023        |                 |
| STN GLASS                                | NOVAST DESIGN LLC                        | 5933 RAVENSWOOD RD STE BB1, DANIA BEACH, FL 33312 | (754) 332-5209 |           | 04/05/2023        |                 |
| TOBY KASSER                              | TOBY KASSER                              | 1025 SE 2 AVE 102, DANIA BEACH, FL 33004          | (845) 502-0549 |           | 04/04/2023        |                 |

Businesses 18



DANIA BEACH  
SEA IT. LIVE IT. LOVE IT.

## CITY OF DANIA BEACH FINANCE DEPARTMENT

### MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: May 15, 2023

SUBJECT: Finance Monthly Report – April 2023

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Please find attached the month Finance report. Highlights of the report include the following:

#### Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

#### Capital Projects

- Master Capital projects Schedule to include Grants

#### Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

#### Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

#### Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

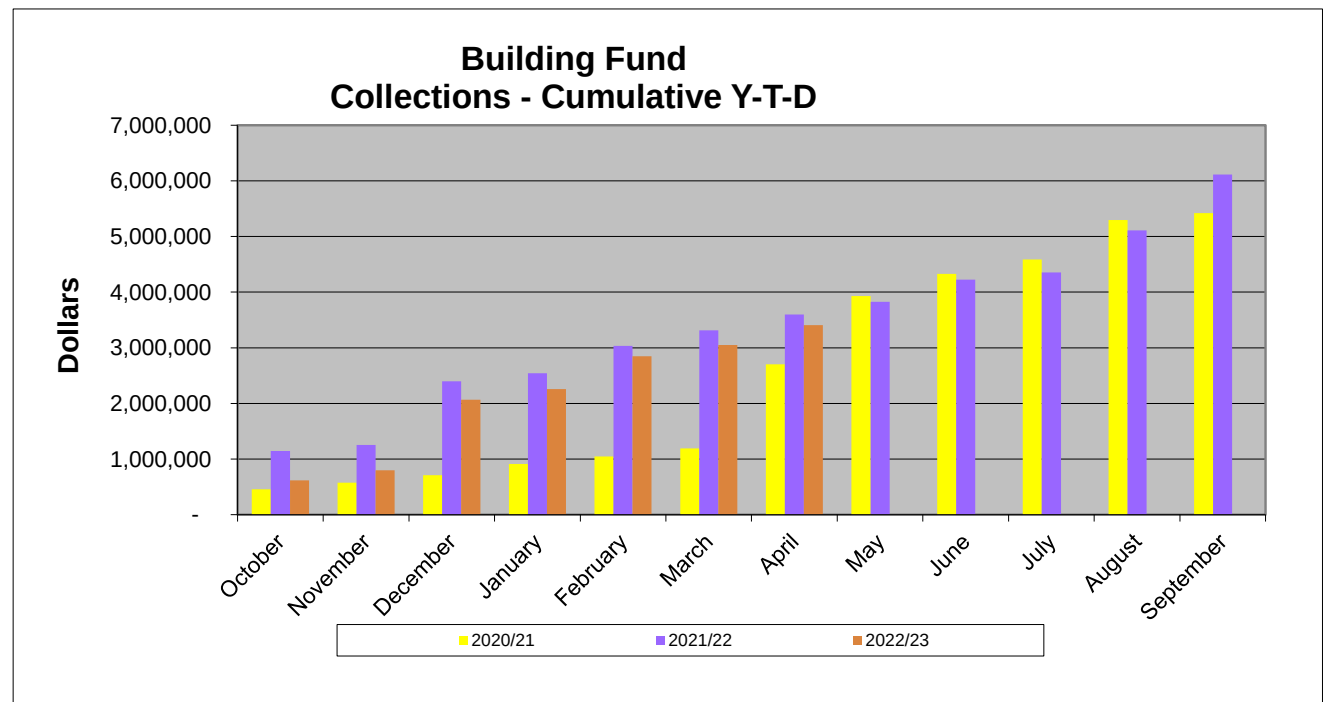
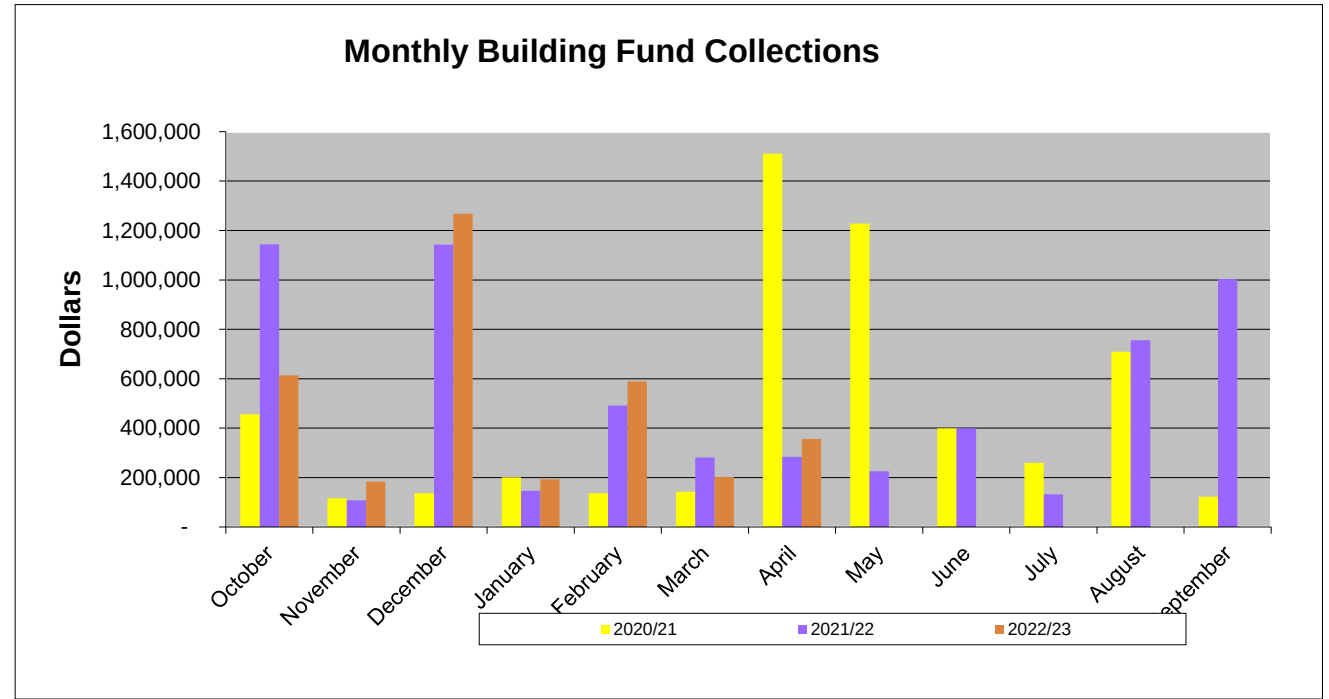
#### Contingency and Fund Balance Estimate

## Building Fund Collections

|              | <u>2020/21</u>   | <u>2021/22</u>   | <u>2022/23</u>   |
|--------------|------------------|------------------|------------------|
| Monthly      |                  |                  |                  |
| October      | 456,717          | 1,144,624        | 613,610          |
| November     | 115,930          | 107,616          | 183,413          |
| December     | 137,352          | 1,142,811        | 1,267,607        |
| January      | 201,184          | 146,194          | 193,243          |
| February     | 137,028          | 490,813          | 588,953          |
| March        | 142,455          | 281,847          | 202,690          |
| April        | 1,511,205        | 283,429          | 356,512          |
| May          | 1,227,546        | 226,093          |                  |
| June         | 399,057          | 399,287          |                  |
| July         | 259,308          | 132,426          |                  |
| August       | 709,467          | 755,979          |                  |
| September    | 122,504          | 1,003,182        |                  |
| <b>Total</b> | <b>5,419,752</b> | <b>6,114,301</b> | <b>3,406,027</b> |

|                    | <u>2020/21</u>   | <u>2021/22</u>   | <u>2022/23</u>   |
|--------------------|------------------|------------------|------------------|
| Cumulative         |                  |                  |                  |
| October            | 456,717          | 1,144,624        | 613,610          |
| November           | 572,647          | 1,252,240        | 797,023          |
| December           | 709,999          | 2,395,051        | 2,064,630        |
| January            | 911,182          | 2,541,246        | 2,257,873        |
| February           | 1,048,210        | 3,032,058        | 2,846,825        |
| March              | 1,190,665        | 3,313,906        | 3,049,515        |
| April              | 2,701,870        | 3,597,334        | 3,406,027        |
| May                | 3,929,416        | 3,823,427        |                  |
| June               | 4,328,473        | 4,222,715        |                  |
| July               | 4,587,780        | 4,355,140        |                  |
| August             | 5,297,248        | 5,111,119        |                  |
| September          | 5,419,752        | 6,114,301        |                  |
| <b>Annual Goal</b> | <b>4,777,331</b> | <b>4,741,977</b> | <b>5,322,012</b> |

## Building Fund - thru April 2023

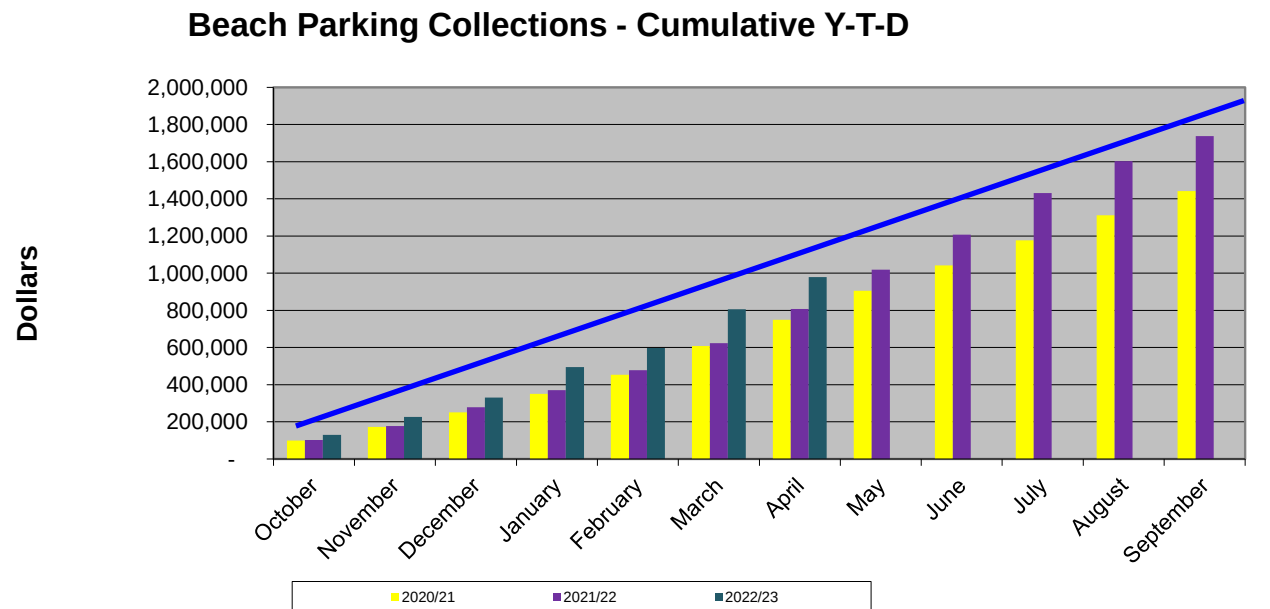
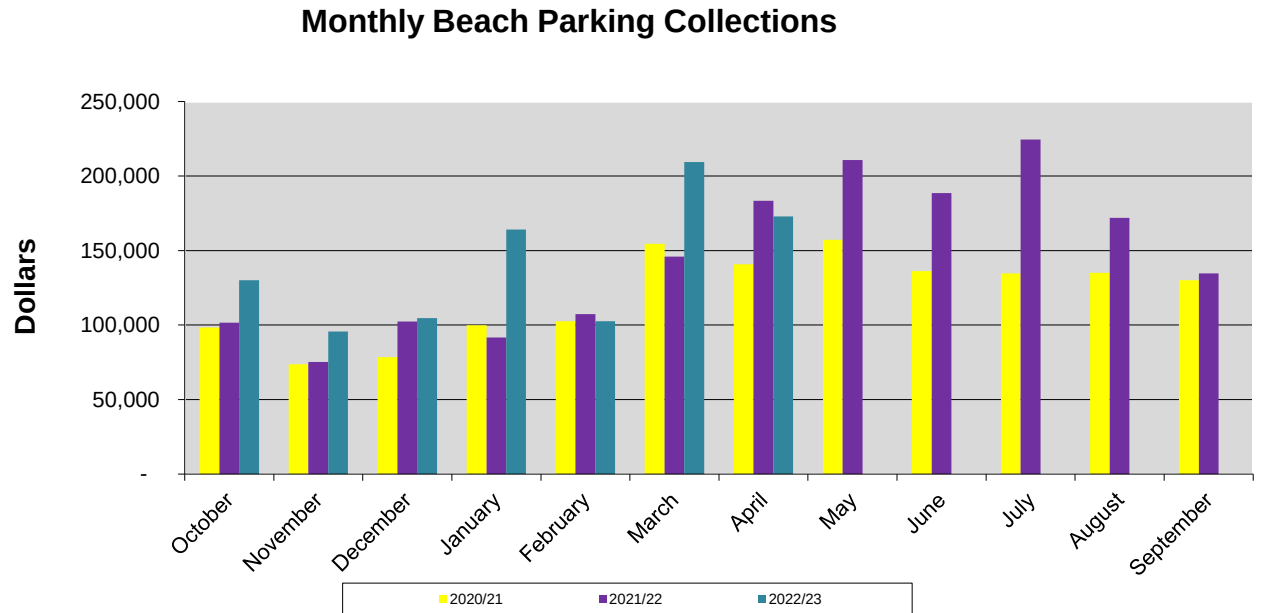


## Parking Fee Collections

|           | <u>2020/21</u>   | <u>2021/22</u>   | <u>2022/23</u> |
|-----------|------------------|------------------|----------------|
| Monthly   |                  |                  |                |
| October   | 98,451           | 101,582          | 130,026        |
| November  | 73,741           | 75,146           | 95,694         |
| December  | 78,542           | 102,321          | 104,713        |
| January   | 99,866           | 91,751           | 164,030        |
| February  | 102,595          | 107,375          | 102,648        |
| March     | 154,528          | 145,848          | 209,333        |
| April     | 140,766          | 183,397          | 172,853        |
| May       | 157,300          | 210,704          |                |
| June      | 136,216          | 188,603          |                |
| July      | 134,658          | 224,411          |                |
| August    | 135,026          | 171,951          |                |
| September | 130,087          | 134,616          |                |
| Total     | <u>1,441,776</u> | <u>1,737,704</u> | <u>979,297</u> |

|                    | <u>2020/21</u>   | <u>2021/22</u>   | <u>2022/23</u>   |
|--------------------|------------------|------------------|------------------|
| Cumulative         |                  |                  |                  |
| October            | 98,451           | 101,582          | 130,026          |
| November           | 172,193          | 176,728          | 225,720          |
| December           | 250,735          | 279,049          | 330,433          |
| January            | 350,600          | 370,800          | 494,463          |
| February           | 453,195          | 478,175          | 597,111          |
| March              | 607,723          | 624,023          | 806,444          |
| April              | 748,488          | 807,420          | 979,297          |
| May                | 905,789          | 1,018,123        |                  |
| June               | 1,042,005        | 1,206,726        |                  |
| July               | 1,176,663        | 1,431,138        |                  |
| August             | 1,311,689        | 1,603,088        |                  |
| September          | 1,441,776        | 1,737,704        |                  |
| Annual Budget Goal | <u>1,094,352</u> | <u>1,347,086</u> | <u>1,558,354</u> |

## Beach Parking - thru April 2023



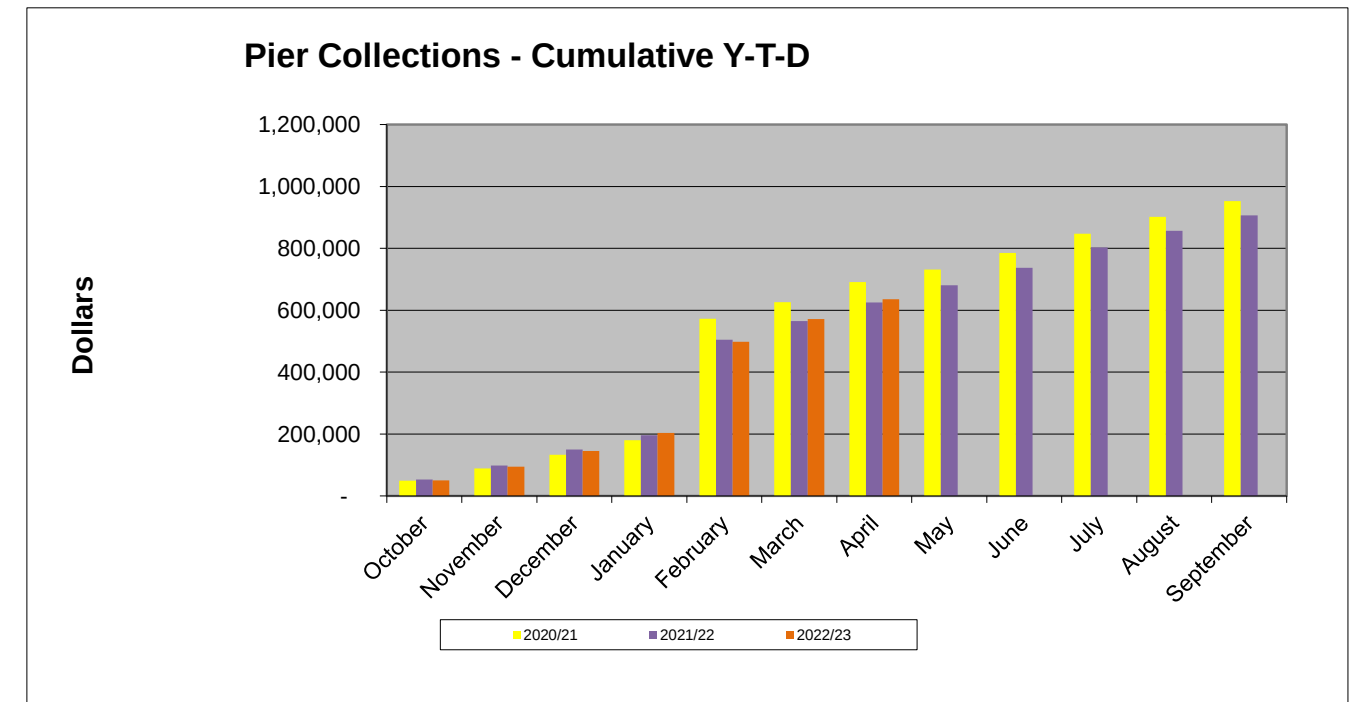
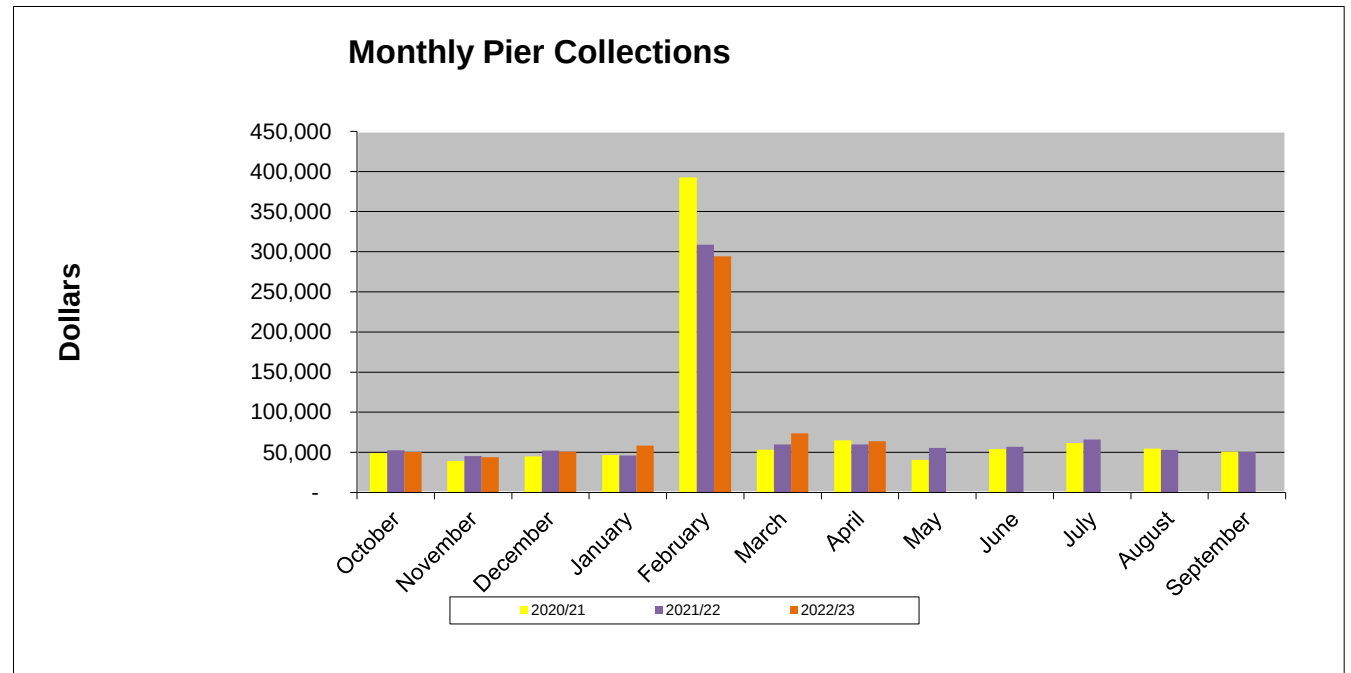
## Pier Revenues

|           | <u>2020/21</u> | <u>2021/22</u> | <u>2022/23</u> |
|-----------|----------------|----------------|----------------|
| Monthly   |                |                |                |
| October   | 49,128         | 52,575         | 50,313         |
| November  | 39,289         | 45,411         | 43,917         |
| December  | 44,807         | 52,271         | 50,942         |
| January   | 46,662         | 45,906         | 58,345         |
| February  | 392,450        | 308,830        | 294,357        |
| March     | 53,244         | 59,863         | 73,487         |
| April     | 64,937         | 59,852         | 63,945         |
| May       | 40,544         | 55,621         |                |
| June      | 54,227         | 56,858         |                |
| July      | 61,599         | 66,152         |                |
| August    | 54,857         | 52,975         |                |
| September | 50,878         | 50,426         |                |
| Total     | <u>952,620</u> | <u>906,740</u> | <u>635,305</u> |

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

|                    | <u>2020/21</u> | <u>2021/22</u> | <u>2022/23</u> |
|--------------------|----------------|----------------|----------------|
| Cumulative         |                |                |                |
| October            | 49,128         | 52,575         | 50,313         |
| November           | 88,416         | 97,986         | 94,229         |
| December           | 133,223        | 150,257        | 145,171        |
| January            | 179,885        | 196,163        | 203,516        |
| February           | 572,336        | 504,993        | 497,873        |
| March              | 625,579        | 564,856        | 571,360        |
| April              | 690,516        | 624,708        | 635,305        |
| May                | 731,061        | 680,329        |                |
| June               | 785,287        | 737,187        |                |
| July               | 846,886        | 803,339        |                |
| August             | 901,742        | 856,314        |                |
| September          | 952,620        | 906,740        |                |
| Annual Budget Goal | <u>773,952</u> | <u>844,816</u> | <u>937,301</u> |

## Pier Revenues - thru April 2023

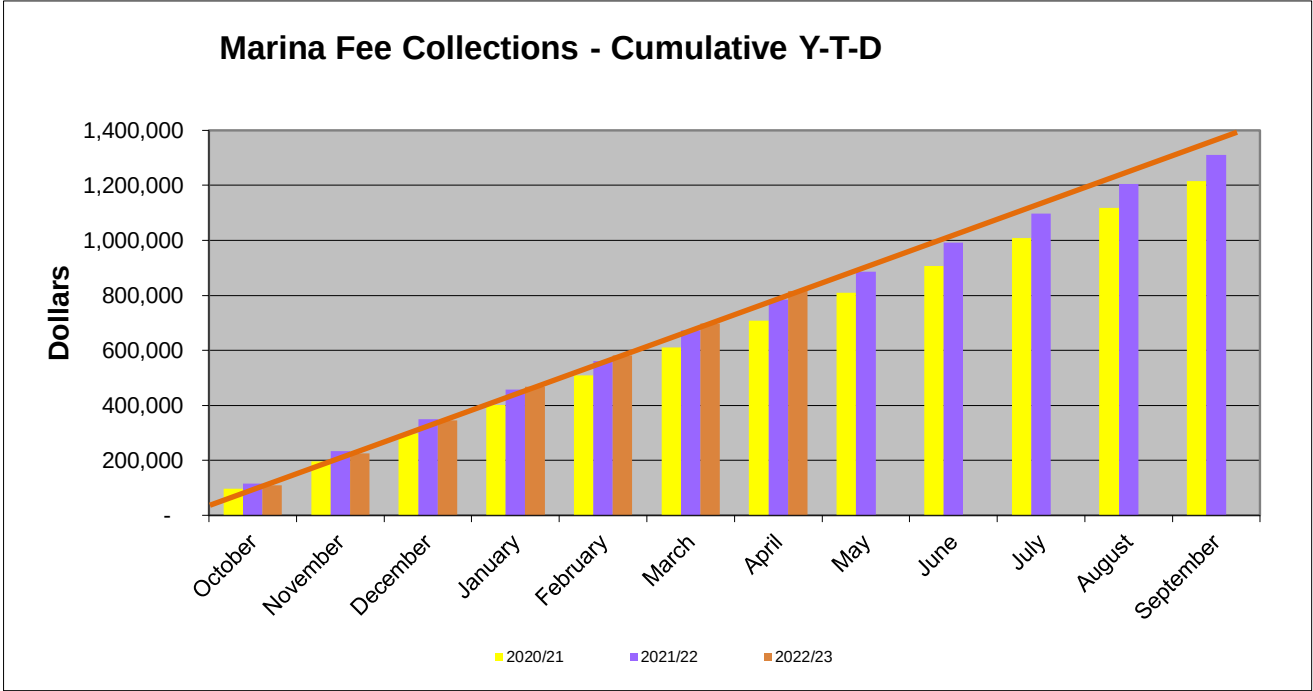
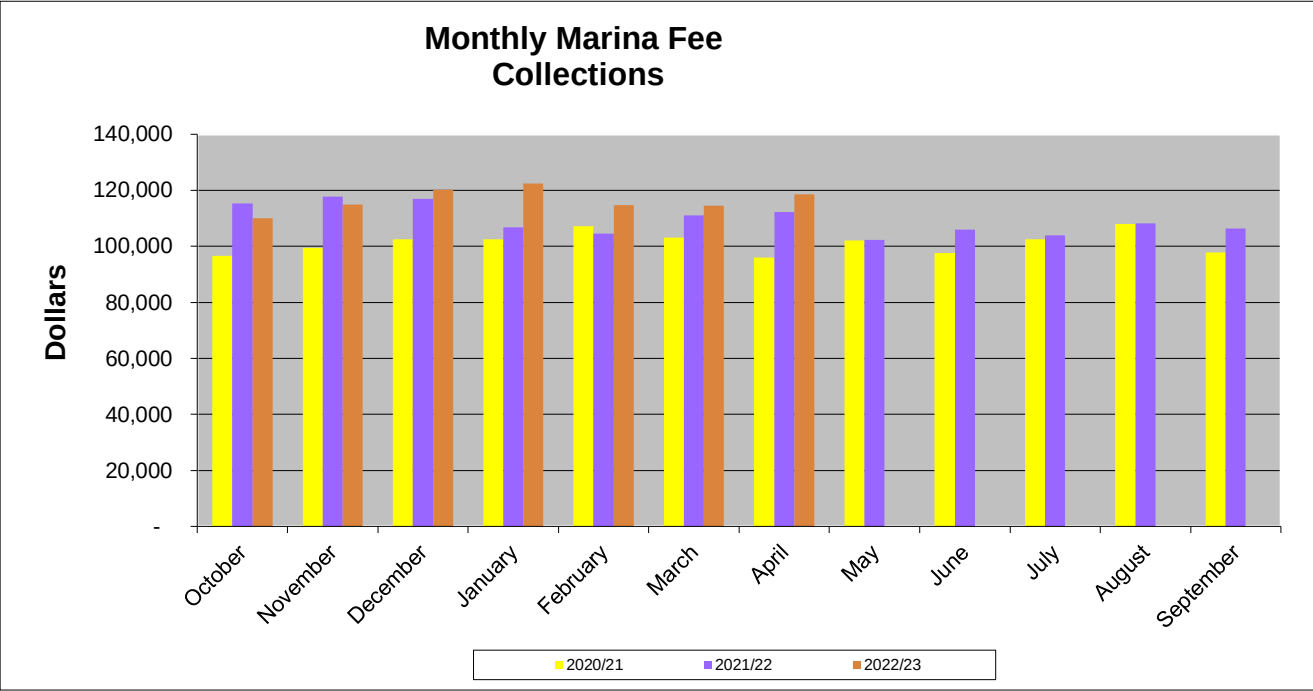


Marina Fee Collections

|           | <u>2020/21</u>   | <u>2021/22</u>   | <u>2022/23</u> |
|-----------|------------------|------------------|----------------|
| Monthly   |                  |                  |                |
| October   | 96,691           | 115,264          | 110,115        |
| November  | 99,519           | 117,663          | 114,822        |
| December  | 102,437          | 116,830          | 120,199        |
| January   | 102,400          | 106,673          | 122,502        |
| February  | 107,245          | 104,605          | 114,775        |
| March     | 103,019          | 111,125          | 114,490        |
| April     | 96,002           | 112,170          | 118,574        |
| May       | 102,039          | 102,373          |                |
| June      | 97,546           | 106,001          |                |
| July      | 102,395          | 104,000          |                |
| August    | 108,051          | 108,096          |                |
| September | 97,767           | 106,418          |                |
| Total     | <u>1,215,110</u> | <u>1,311,218</u> | <u>815,478</u> |

|             | <u>2020/21</u>   | <u>2021/22</u>   | <u>2022/23</u>   |
|-------------|------------------|------------------|------------------|
| Cumulative  |                  |                  |                  |
| October     | 96,691           | 115,264          | 110,115          |
| November    | 196,210          | 232,927          | 224,937          |
| December    | 298,647          | 349,758          | 345,136          |
| January     | 401,047          | 456,431          | 467,638          |
| February    | 508,292          | 561,036          | 582,413          |
| March       | 611,312          | 672,161          | 696,903          |
| April       | 707,313          | 784,330          | 815,478          |
| May         | 809,352          | 886,703          |                  |
| June        | 906,898          | 992,704          |                  |
| July        | 1,009,292        | 1,096,704        |                  |
| August      | 1,117,343        | 1,204,800        |                  |
| September   | 1,215,110        | 1,311,218        |                  |
| Budget Goal | <u>1,011,953</u> | <u>1,290,768</u> | <u>1,339,555</u> |

Marina Fees - thru April 2023

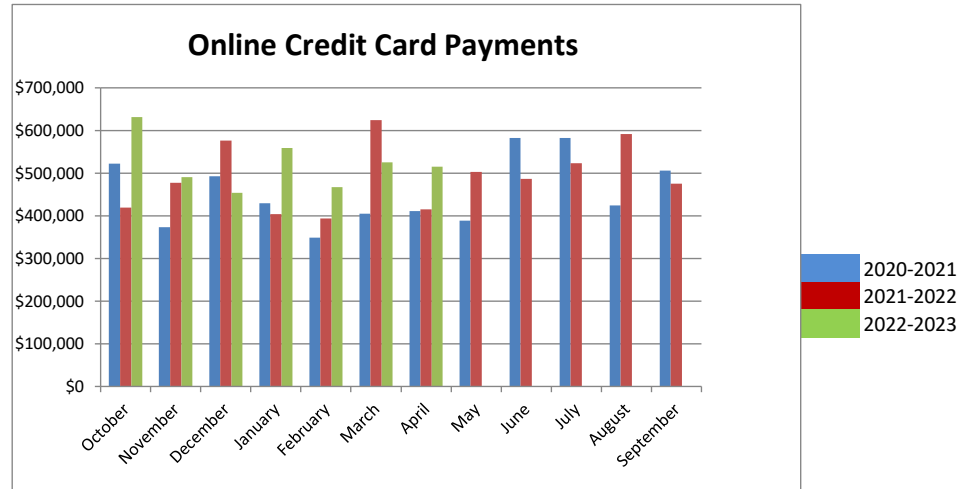




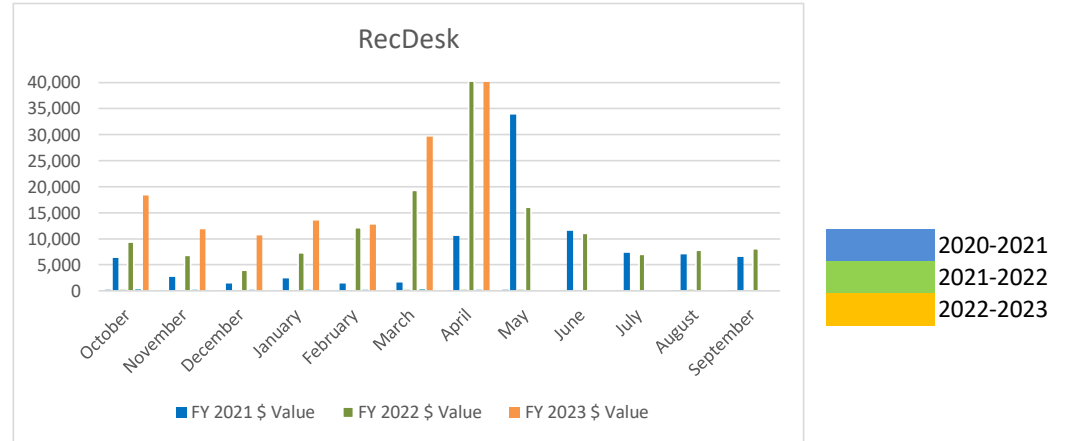
| City of Dania Beach: Master Capital Projects Summary as of 04/30/23 |                        |                    |                 |              |            |                   |                         |                               |                              |                       |                             |                  |
|---------------------------------------------------------------------|------------------------|--------------------|-----------------|--------------|------------|-------------------|-------------------------|-------------------------------|------------------------------|-----------------------|-----------------------------|------------------|
| Project Name                                                        | Project Number         | Revenue Source     | Original Budget | Grant Award  | Cash Match | Budget Amendments | Total Budget Allocation | Total Expenses & Encumbrances | FY 22-23 Carryforward Amount | Project Phase/ Status | Anticipated Completion Date | Grant Expiration |
| CW Thomas Park Phase I                                              | N/A                    | Bank Loan, Capital | 18,100,000      | -            | -          | 265,505           | 18,449,977              | (1,521,015)                   | 16,928,962                   | Construction          |                             |                  |
| Beachside Restroom Improvement                                      | PS-BP-0015             | Capital            | 150,000         |              |            |                   |                         |                               |                              | Planning              |                             |                  |
| City Hall Restrooms                                                 | PS-PB-0055             | Capital            | 80,000          |              |            |                   |                         |                               |                              | Planning              |                             |                  |
| Bus Stop Improvements                                               | PS-RB-0110             | Capital            | 90,000          |              |            |                   |                         |                               |                              | Planning              |                             |                  |
| Neighborhood Water Line Replacement                                 | PS-WU-0060             | Water              | 203,000         |              |            |                   |                         |                               |                              | Planning              |                             |                  |
| Water Plant Chemical Feed Area                                      | PS-WU-0070             | Water              | 150,000         |              |            |                   |                         |                               |                              | Planning              |                             |                  |
| Tiger Tail Horizontal Well/Hydraulic Modeling                       | PS-WU-0052             | Water              |                 |              |            |                   |                         |                               |                              | Planning              |                             |                  |
| Wells G&I Rehabilitation                                            | PS-WU-0053             | Water              | 100,000         |              |            |                   |                         |                               |                              | Planning              |                             |                  |
| Dune Design Segment III Beach Nourishment                           | PS-BP-0051             | Capital            | 20,900          |              |            |                   |                         |                               |                              | Design                |                             |                  |
| Corridor Landscape Master Plan                                      | PS-RB-0090             | Capital            | 315,000         |              |            |                   |                         |                               |                              | Design                |                             |                  |
| NW/SW 1st Street Water Main                                         | PS-WU-0020, PS-WU-0021 | Water              | 500,000         |              |            |                   |                         |                               |                              | Design                |                             |                  |
| Water Plant Accelerator Cleaning                                    | PS-WU-0030             | Water              | 100,000         |              |            |                   |                         |                               |                              | Design                |                             |                  |
| C51 Water Supply                                                    | PS-WU-0050             | Water              | 4,600,000       |              |            |                   |                         |                               |                              | Design                |                             |                  |
| SW 52nd Street Drainage Improvement                                 | PS-SW-0041             | Stormwater         | 1,200,000       | Resilient FL |            |                   |                         |                               |                              | Design                |                             |                  |
| Fuel Facility Improvements                                          | PS-PB-0060             | Capital            | 50,000          |              |            |                   |                         |                               |                              | Construction          |                             |                  |
| SW 37th Terrace Drainage Improvement                                | PS-SW-0070             | Stormwater         | 1,200,000       | FDEP         |            |                   |                         |                               |                              | Construction          |                             |                  |
| SW 54th Court Drainage Improvement                                  | PS-SW-0050             | Stormwater         | 1,200,000       |              |            |                   |                         |                               |                              | Construction          |                             |                  |
| NW 1st St Streetscape                                               | PS-RB-0070             | Capital            | 250,000         |              |            |                   |                         |                               |                              | Construction          |                             |                  |
| West Wing Life Safety                                               | PS-PB-0051             | Capital            |                 |              |            |                   |                         |                               |                              | Construction          |                             |                  |
| Median/Poles Electrification                                        | PS-RB-0080             | Capital            | 500,000         |              |            |                   |                         |                               |                              | Construction          |                             |                  |
| Tidal Valves - Stormwater System                                    | PS-SW-0100             | Stormwater         | 250,000         |              |            |                   |                         |                               |                              | On Hold               |                             |                  |
| FPL Service Laterals to Lights                                      | PS-BP-0023             | Capital            |                 |              |            |                   |                         |                               |                              | On Hold               |                             |                  |
| SW 34th Terrace Improvement                                         | PS-SW-0060             | Stormwater         | 750,000         |              |            |                   |                         |                               |                              | On Hold               |                             |                  |
| SeaTech Parking Garage                                              | PS-BP-0053             | Capital            | 1,200,000       |              |            |                   |                         |                               |                              | On Hold               |                             |                  |
|                                                                     |                        |                    | \$31,469,170    | \$4,782,390  | \$535,150  | \$14,319,366      | \$51,190,547            | (\$19,742,843)                | \$31,447,706                 |                       |                             |                  |



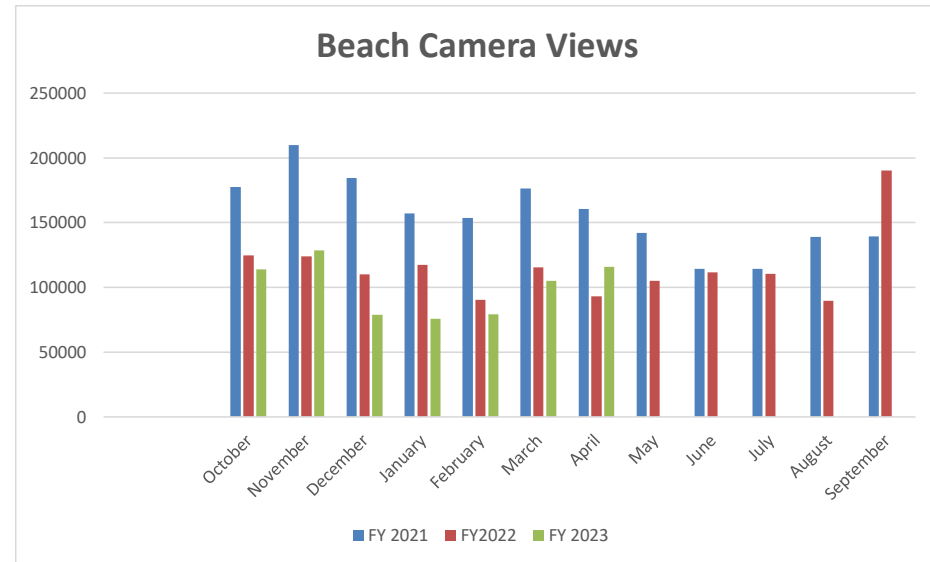
|           | FY 2021           |                 | FY 2022           |                 | FY 2023           |                 |
|-----------|-------------------|-----------------|-------------------|-----------------|-------------------|-----------------|
|           | <u># of Pymts</u> | <u>\$ Value</u> | <u># of Pymts</u> | <u>\$ Value</u> | <u># of Pymts</u> | <u>\$ Value</u> |
| October   | 1,694             | \$522,541       | 1,756             | \$419,523       | 1,799             | \$631,937       |
| November  | 1,659             | \$372,920       | 1607              | \$477,225       | 1698              | \$490,381       |
| December  | 1,859             | \$493,048       | 1644              | \$575,861       | 1676              | \$453,598       |
| January   | 1,681             | \$429,192       | 1580              | \$403,966       | 1814              | \$559,003       |
| February  | 1,625             | \$348,642       | 1461              | \$393,924       | 1586              | \$466,879       |
| March     | 1,751             | \$405,303       | 1883              | \$624,708       | 1673              | \$524,878       |
| April     | 1,600             | \$410,951       | 1558              | \$415,006       | 1696              | \$514,951       |
| May       | 1,568             | \$388,510       | 1635              | \$502,840       |                   |                 |
| June      | 1,654             | \$581,978       | 1771              | \$486,384       |                   |                 |
| July      | 2,077             | \$582,478       | 2003              | \$522,805       |                   |                 |
| August    | 1,589             | \$424,738       | 1919              | \$591,853       |                   |                 |
| September | 1,921             | \$505,704       | 1748              | \$475,765       |                   |                 |



|           | FY 2021      |                 | FY 2022      |                 | FY 2023      |                 |
|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
|           | <u># of</u>  |                 | <u># of</u>  |                 | <u># of</u>  |                 |
|           | <u>Pymts</u> | <u>\$ Value</u> | <u>Pymts</u> | <u>\$ Value</u> | <u>Pymts</u> | <u>\$ Value</u> |
| October   | 197          | \$6,283         | 203          | \$9,350         | 293          | \$18,293        |
| November  | 90           | \$2,727         | 126          | \$6,835         | 188          | \$11,802        |
| December  | 46           | \$1,398         | 112          | \$3,952         | 184          | \$10,643        |
| January   | 73           | \$2,416         | 106          | \$7,346         | 228          | \$13,489        |
| February  | 60           | \$1,414         | 159          | \$12,120        | 215          | \$12,691        |
| March     | 87           | \$1,595         | 252          | \$19,322        | 339          | \$29,674        |
| April     | 161          | \$10,541        | 264          | \$48,956        | 229          | \$54,344        |
| May       | 251          | \$33,829        | 205          | \$16,068        |              |                 |
| June      | 152          | \$11,549        | 125          | \$10,999        |              |                 |
| July      | 131          | \$7,298         | 108          | \$7,008         |              |                 |
| August    | 124          | \$7,003         | 203          | \$7,805         |              |                 |
| September | 142          | \$6,503         | 133          | \$8,115         |              |                 |

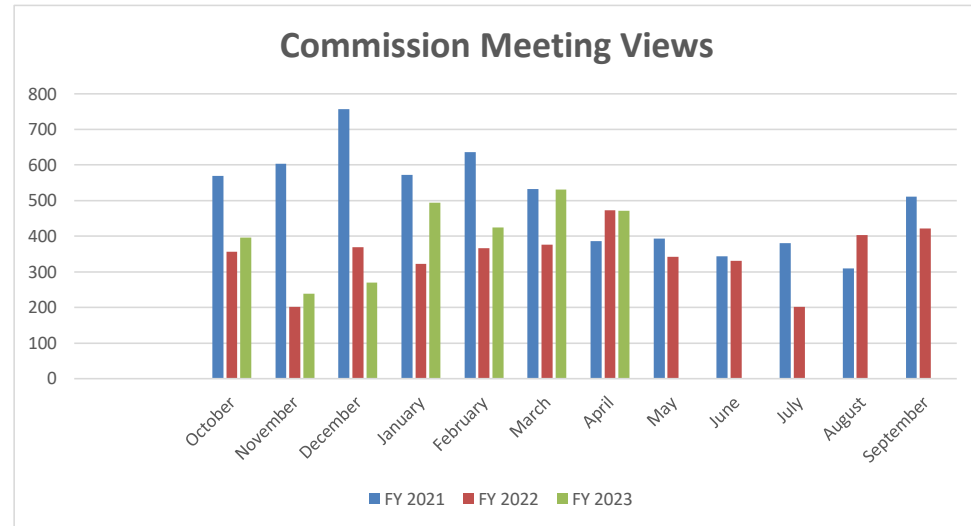


|           | <b>FY 2021</b> | <b>FY2022</b> | <b>FY 2023</b> |
|-----------|----------------|---------------|----------------|
| October   | 177,400        | 124,800       | 113,900        |
| November  | 210,000        | 124,100       | 128,500        |
| December  | 184,300        | 110,100       | 78,800         |
| January   | 157,100        | 117,200       | 75,900         |
| February  | 153,700        | 90,500        | 79,200         |
| March     | 176,200        | 115,300       | 105,100        |
| April     | 160,700        | 93,100        | 115,900        |
| May       | 142,200        | 104,900       |                |
| June      | 114,400        | 111,500       |                |
| July      | 114,400        | 110,600       |                |
| August    | 138,900        | 89,700        |                |
| September | 139,200        | 190,300       |                |



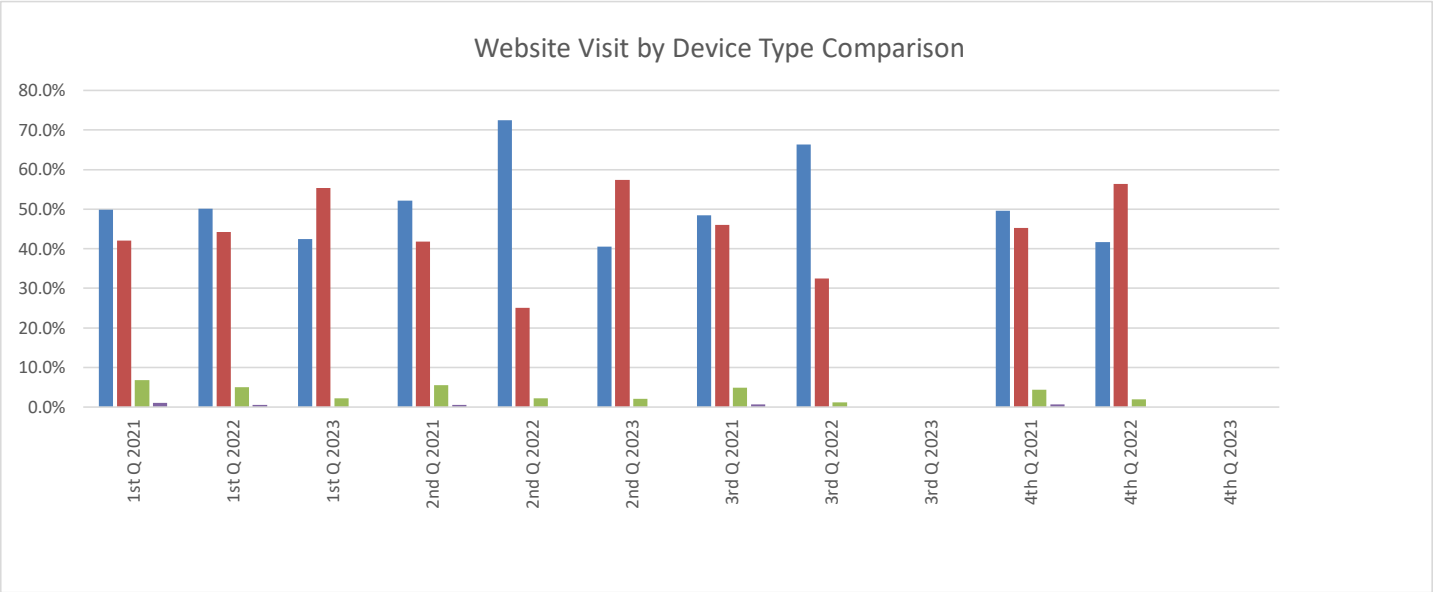
**YouTube Channel**  
**FY 2021**   **FY 2022**   **FY 2023**

|           |     |     |     |
|-----------|-----|-----|-----|
| October   | 570 | 357 | 396 |
| November  | 604 | 201 | 238 |
| December  | 757 | 369 | 270 |
| January   | 573 | 323 | 494 |
| February  | 636 | 366 | 424 |
| March     | 533 | 377 | 531 |
| April     | 386 | 473 | 471 |
| May       | 393 | 342 |     |
| June      | 343 | 331 |     |
| July      | 380 | 202 |     |
| August    | 310 | 403 |     |
| September | 511 | 422 |     |

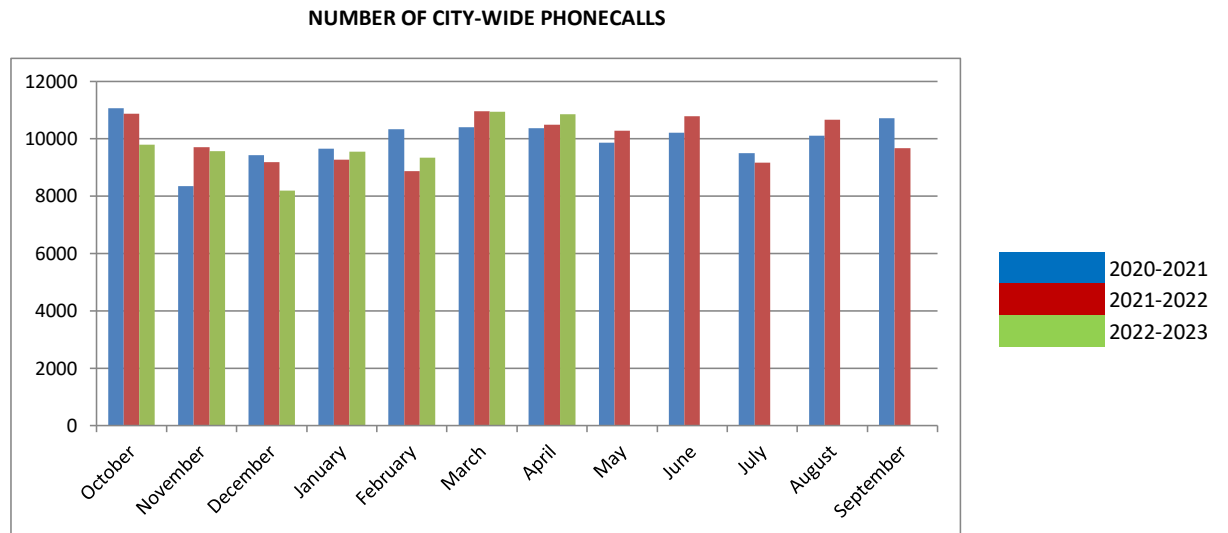


### Website Visit by Device Type Comparison

|            | 1st Q 2021 | 1st Q 2022 | 1st Q 2023 | 2nd Q 2021 | 2nd Q 2022 | 2nd Q 2023 | 3rd Q 2021 | 3rd Q 2022 | 3rd Q 2023 | 4th Q 2021 | 4th Q 2022 | 4th Q 2023 |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Desktop    | 49.8%      | 50.2%      | 42.5%      | 52.1%      | 72.5%      | 40.5%      | 48.4%      | 66.4%      |            | 49.6%      | 41.6%      |            |
| Smartphone | 42.0%      | 44.2%      | 55.3%      | 41.8%      | 25.1%      | 57.4%      | 46.1%      | 32.5%      |            | 45.3%      | 56.4%      |            |
| Tablet     | 6.8%       | 5.0%       | 2.2%       | 5.5%       | 2.2%       | 2.1%       | 4.9%       | 1.2%       |            | 4.4%       | 2.0%       |            |
| Other      | 1.1%       | 0.6%       |            | 0.6%       |            |            | 0.7%       |            |            | 0.7%       |            |            |

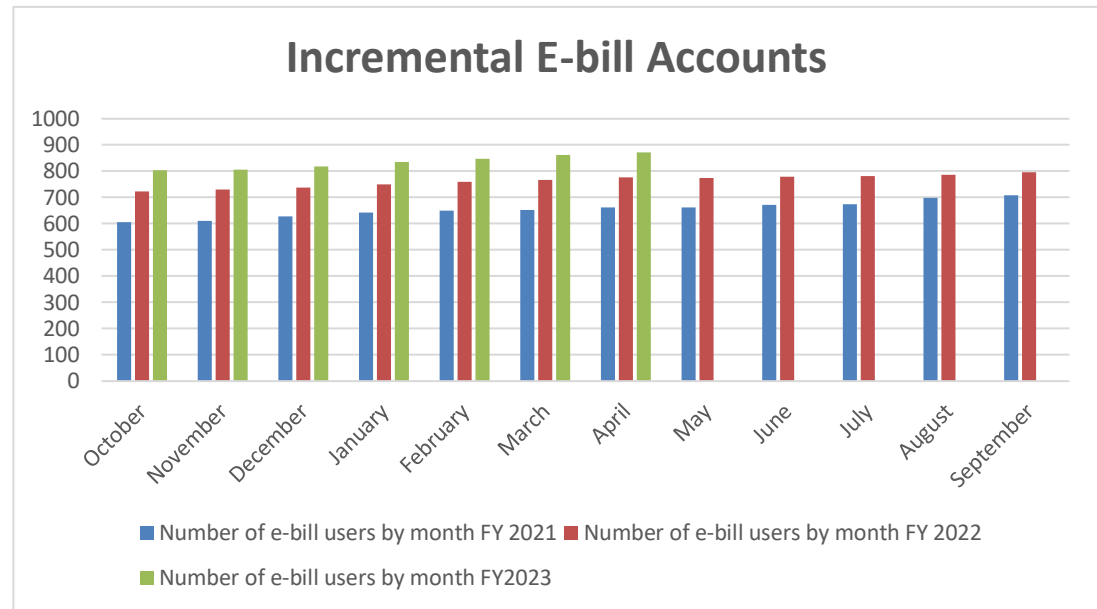


|           | <b><u>FY 2021</u></b> | <b><u>FY 2022</u></b> | <b><u>FY 2023</u></b> |
|-----------|-----------------------|-----------------------|-----------------------|
| October   | 11,070                | 10,868                | 9,789                 |
| November  | 8,348                 | 9,702                 | 9,564                 |
| December  | 9,435                 | 9,193                 | 8,197                 |
| January   | 9,656                 | 9,268                 | 9,543                 |
| February  | 10,334                | 8,875                 | 9,338                 |
| March     | 10,410                | 10,960                | 10,946                |
| April     | 10,374                | 10,499                | 10,851                |
| May       | 9,863                 | 10,274                |                       |
| June      | 10,210                | 10,791                |                       |
| July      | 9,496                 | 9,164                 |                       |
| August    | 10,112                | 10,658                |                       |
| September | 10,713                | 9,667                 |                       |



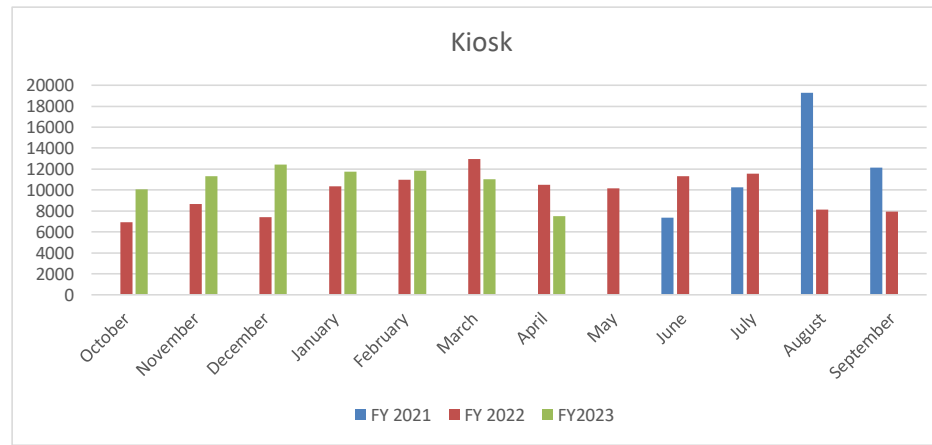
## Number of e-bill users by month

|           | <u>FY 2021</u> | <u>FY 2022</u> | <u>FY2023</u> |
|-----------|----------------|----------------|---------------|
| October   | 607            | 722            | 804           |
| November  | 612            | 731            | 805           |
| December  | 629            | 738            | 818           |
| January   | 643            | 751            | 835           |
| February  | 649            | 759            | 848           |
| March     | 653            | 767            | 861           |
| April     | 661            | 776            | 873           |
| May       | 662            | 775            |               |
| June      | 672            | 778            |               |
| July      | 674            | 782            |               |
| August    | 698            | 787            |               |
| September | 708            | 797            |               |



## Kiosk

|          | <u>FY 2021</u> | <u>FY 2022</u> | <u>FY2023</u> |
|----------|----------------|----------------|---------------|
| October  |                | \$ 6,940.80    | \$ 10,067.50  |
| November |                | \$ 8,678.89    | \$ 11,339.44  |
| December |                | \$ 7,403.30    | \$ 12,409.30  |
| January  |                | \$ 10,348.96   | \$ 11,755.07  |
| February |                | \$ 10,992.74   | \$ 11,856.78  |
| March    |                | \$ 12,964.70   | \$ 11,032.47  |
| April    |                | \$ 10,480.52   | \$ 7,514.64   |
| May      |                | \$ 10,160.84   |               |
| June     | \$ 7,372.46    | \$ 11,336.27   |               |
| July     | \$ 10,238.61   | \$ 11,575.17   |               |
| August   | \$ 19,296.09   | \$ 8,117.21    |               |
| Septembe | \$ 12,155.35   | \$ 7,940.87    |               |





## Business Tax Receipt Activity - April 2023

| Out of Business/Inactive              | # of BTRs | Dollar Amount |
|---------------------------------------|-----------|---------------|
| <b>Total Out of Business/Inactive</b> | <b>0</b>  | <b>\$ -</b>   |

| New Approved Applications                | # of BTRs | Dollar Amount      |
|------------------------------------------|-----------|--------------------|
| Accurate Veneer & Plywood America LLC    | 1         | \$ 467.50          |
| Andrea Tornessi                          | 1         | \$ 118.13          |
| Andrew Lee                               | 1         | \$ 118.13          |
| Aquaman Diving Inc                       | 1         | \$ 940.00          |
| Charter Brokerage LLC                    | 1         | \$ 1,481.25        |
| Urban Select Realty Inc                  | 1         | \$ 533.13          |
| Colonial Roofer Services Inc             | 1         | \$ 105.00          |
| Cross Country Mortgage LLC               | 1         | \$ 65.63           |
| Jamrock Properties & Interior Design LLC | 1         | \$ 118.13          |
| Kelly Young Design Associates            | 1         | \$ 533.13          |
| Michael Travers                          | 1         | \$ 15.75           |
| Miller Signs LLC                         | 1         | \$ 480.63          |
| Nike Retail Services Inc                 | 1         | \$ 1,785.00        |
| Oleg Palivets                            | 1         | \$ 118.13          |
| Qmed Master Distribution LLC             | 1         | \$ 52.50           |
| Shirtsy LLC                              | 1         | \$ 546.25          |
| Novast Design LLC                        | 1         | \$ 480.63          |
| Toby Kasser                              | 1         | \$ 15.75           |
| <b>Total New Applications</b>            | <b>18</b> | <b>\$ 7,974.67</b> |

| BTR Status                         | # of BTRs    | Total Dollar Amount    |
|------------------------------------|--------------|------------------------|
| <b>Open Renewals- Current Year</b> | <b>348</b>   | <b>\$ 104,308.29</b>   |
| <b>Paid Renewals</b>               | <b>2,803</b> | <b>\$ 999,813.52</b>   |
| <b>Total BTRs as of 04/30/2023</b> | <b>3,151</b> | <b>1,104,121.81</b> ** |

\*\*includes license fee, fire inspection & solid waste registration

# Miscellaneous Billing Invoice Aging Report

Aging Date 04/30/2023

Report By Invoice Type

|                                                              | Description                     | Current            | 1-30               | 31-60              | 61-90             | 90+                 | Total               |
|--------------------------------------------------------------|---------------------------------|--------------------|--------------------|--------------------|-------------------|---------------------|---------------------|
| <b>Invoice Type - CEM - Cemetery</b>                         |                                 |                    |                    |                    |                   |                     |                     |
| # 4652 - Eric L Wilson                                       | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 2710.00             | 2,710.00            |
| # 5474 - Cokenya D West                                      | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 250.00              | 250.00              |
| # 4179 - AJ Manuel Funeral Home                              | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 1680.00             | 1,680.00            |
| # 5736 - Sands, Carolyn                                      | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 3000.00             | 3,000.00            |
| # 5756 - Rahming Poitier Funeral Home                        | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 6430.00             | 6,430.00            |
| # 5757 - Fuller Funeral Home                                 | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 990.00              | 990.00              |
| # 5673 - Agape Funeral and Cremation                         | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 6720.00             | 6,720.00            |
| # 3946 - Eric S George Funeral Home                          | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 2380.00             | 2,380.00            |
| # 5909 - Freeman Funeral Home                                | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 1500.00             | 1,500.00            |
| # 4165 - Roy Mizell & Kurtz Funeral                          | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 1680.00             | 1,680.00            |
| # 5924-Garcia Gimeno                                         | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 200.00              | 200.00              |
| # 5862 - Love and Grace Funeral Home                         | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 3360.00             | 3,360.00            |
| # 5976 - John Hanks Memorial Services                        | Reservation of Burial Plot      | .00                | .00                | .00                | .00               | 1500.00             | 1,500.00            |
| # 5925 - Anthony R. Manuel Funeral Home                      | Reservation of Burial Plot      | .00                | 2100.00            | .00                | .00               | .00                 | 2,100.00            |
| # 4569 - Clark & Norris Funeral Home                         | Reservation of Burial Plot      | .00                | 3990.00            | .00                | .00               | .00                 | 3,990.00            |
| # 4203 - McWhite's Funeral Home                              | Reservation of Burial Plot      | .00                | .00                | 1110.00            | .00               | .00                 | 1,110.00            |
| # 5907 - Poitier Family Funeral Home                         | Reservation of Burial Plot      | .00                | .00                | .00                | 1500.00           | .00                 | 1,500.00            |
| # 6121 - Christine Smith                                     | Reservation of Burial Plot      | .00                | 1500.00            | .00                | .00               | .00                 | 1,500.00            |
| # 6071 - Bells Funeral Services                              | Reservation of Burial Plot      | .00                | 7250.00            | .00                | .00               | .00                 | 7,250.00            |
| # 4786 - Dillard Josephine                                   | Reservaton of Burial Plot       | .00                | .00                | .00                | .00               | 200.00              | 200.00              |
| <b>Cemetery Totals</b>                                       |                                 | <b>\$0.00</b>      | <b>\$14,840.00</b> | <b>\$1,110.00</b>  | <b>\$1,500.00</b> | <b>\$32,600.00</b>  | <b>\$50,050.00</b>  |
| <b>Invoice Type - BULK Trash Pk Up - Notice of Violation</b> |                                 |                    |                    |                    |                   |                     |                     |
|                                                              | <b>Bulk Trash Pickup</b>        | .00                | .00                | .00                | .00               | 7004.00             | 7004.00             |
| <b>Bulk Trash Pk Up</b>                                      |                                 | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>     | <b>\$7,004.00</b>   | <b>\$7,004.00</b>   |
| <b>Invoice Type FA- False Alarm</b>                          |                                 |                    |                    |                    |                   |                     |                     |
| Miscellaneous FA Customers                                   | BSO & Fire False Alarms         | .00                | .00                | .00                | .00               | 2,000.00            | 2,000.00            |
| <b>False Alarm Totals</b>                                    |                                 | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>     | <b>\$2,000.00</b>   | <b>\$2,000.00</b>   |
| <b>Invoice Type FI - Fire Inspection</b>                     |                                 |                    |                    |                    |                   |                     |                     |
| 3065 - Keynorth Townhomes                                    | Annual Inspection FY 11         | .00                | .00                | .00                | .00               | 1,700.00            | 1,700.00            |
| 3072 - Atlantis Management                                   | Annual Inspection FY 11 & FY 12 | .00                | .00                | .00                | .00               | 7,800.00            | 7,800.00            |
| 1012 - Gulfstream Apts.                                      | Annual Inspection FY 11 & FY 12 | .00                | .00                | .00                | .00               | 2,800.00            | 2,800.00            |
| # 4466 - Meadowbrook Condo                                   | Annual Inspection FY 13         | .00                | .00                | .00                | .00               | 1,000.00            | 1,000.00            |
| 4644 - Oakbridge Townhomes                                   | Annual Inspection FY 14         | .00                | .00                | .00                | .00               | 4,000.00            | 4,000.00            |
| Miscellaneous FI Customers                                   | Annual & Re-Inspections         | .00                | 17,850.00          | .00                | .00               | 247,485.00          | 265,335.00          |
| <b>Fire Inspection Totals</b>                                |                                 | <b>\$0.00</b>      | <b>\$17,850.00</b> | <b>\$0.00</b>      | <b>\$0.00</b>     | <b>\$264,785.00</b> | <b>\$282,635.00</b> |
| <b>Invoice Type LM - Lake Maintenance</b>                    |                                 |                    |                    |                    |                   |                     |                     |
| Miscellaneous LM Customers                                   | Lake Maintenance                | .00                | .00                | .00                | .00               | 275.36              | 275.36              |
| <b>Lake Maintenance Totals</b>                               |                                 | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>     | <b>\$275.36</b>     | <b>\$275.36</b>     |
| <b>Invoice Type MS - Miscellaneous</b>                       |                                 |                    |                    |                    |                   |                     |                     |
| # 4647 - Palmetto Hospitality of Dania                       | Water Impact Fees               | .00                | .00                | .00                | .00               | 20,242.00           | 20,242.00           |
| Misc. Customers                                              | Misc. Customers                 | 11,340.00          | 4,453.48           | 11,340.00          | .00               | 24,559.43           | 51,692.91           |
| <b>Miscellaneous Totals</b>                                  |                                 | <b>\$11,340.00</b> | <b>\$4,453.48</b>  | <b>\$11,340.00</b> | <b>\$0.00</b>     | <b>\$44,801.43</b>  | <b>\$71,934.91</b>  |
| <b>Grand Totals</b>                                          |                                 |                    |                    |                    |                   |                     |                     |
|                                                              |                                 | <b>\$11,340.00</b> | <b>\$37,143.48</b> | <b>\$12,450.00</b> | <b>\$1,500.00</b> | <b>\$351,465.79</b> | <b>\$413,899.27</b> |

City of Dania Beach  
Commercial Solid Waste Report FY 2022-2023  
Payments Received

Annual Budget \$ 730,000

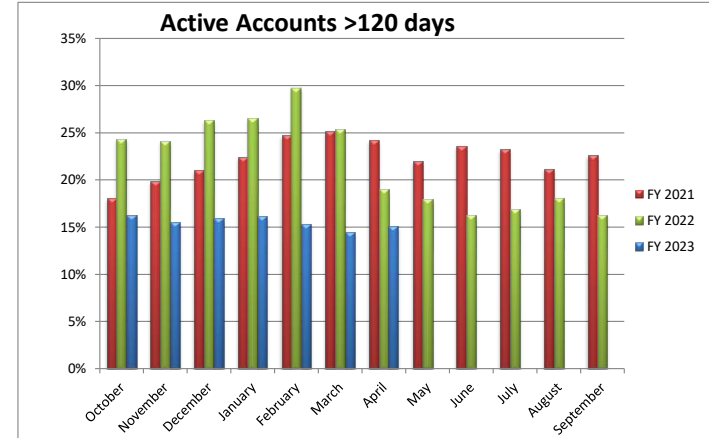
| Waste Hauler               |                                       |                      |                                                   |                                            |                                          |                     |                                  |                      |
|----------------------------|---------------------------------------|----------------------|---------------------------------------------------|--------------------------------------------|------------------------------------------|---------------------|----------------------------------|----------------------|
|                            | Choice Waste AKA<br>Waste Connections | Waste<br>Management  | All Service<br>Refuse AKA<br>Republic<br>Services | S & S National<br>Waste AKA Bicon,<br>Inc. | Panzarella Waste &<br>Recycling Services | Great Waste         | COASTAL WASTE &<br>RECYCLING INC | General Fund         |
| Permit Application Fee     | 75.00                                 | 75.00                | 75.00                                             | 225.00                                     | 75.00                                    | 75.00               | 75.00                            |                      |
| Annual Permit Fee          | 1,000.00                              | 1,000.00             | 1,000.00                                          | 1,000.00                                   | 1,000.00                                 | 1,000.00            | 1,000.00                         | Monthly Activity     |
| <b>Monthly Franchise</b>   |                                       |                      |                                                   |                                            |                                          |                     |                                  |                      |
| Oct                        | \$ 5,924.84                           | \$ 30,835.82         | \$ 15,713.24                                      | \$ 5,799.87                                | \$ 663.28                                | \$ 1,808.93         | \$ 7,382.83                      | \$ 68,128.81         |
| Nov                        | No Remittance                         | No Remittance        | 14,226.85                                         | 2,944.86                                   | 398.54                                   | No Remittance       | 8,233.69                         | 25,803.94            |
| Dec                        | 5,473.80                              | 64,370.12            | 11,314.72                                         | 1,730.43                                   | 974.20                                   | 4,502.66            | 9,357.33                         | 97,723.26            |
| Jan                        | 2,631.65                              | 32,104.05            | 11,639.51                                         | 2,086.55                                   | 914.40                                   | 2,087.77            | 10,306.62                        | 61,770.55            |
| Feb                        | 2,532.70                              | 36,726.68            | 12,008.46                                         | 2,868.77                                   | 724.47                                   | 4,153.08            | 12,104.41                        | 71,118.57            |
| Mar                        | 2,850.67                              | 35,151.37            | 9,538.44                                          | 2,465.50                                   | 848.18                                   | 2,336.14            | 12,184.45                        | 65,374.75            |
| Apr                        | No Remittance                         | 33,587.77            | 13,852.35                                         | 2,428.29                                   | 705.02                                   | No Remittance       | 13,374.31                        | 63,947.74            |
| May                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | -                    |
| Jun                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | -                    |
| Jul                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | -                    |
| Aug                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | -                    |
| Sep                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | -                    |
| <b>Total Mo. Franchise</b> | <b>\$ 19,413.66</b>                   | <b>\$ 232,775.81</b> | <b>\$ 88,293.57</b>                               | <b>\$ 20,324.27</b>                        | <b>\$ 5,228.09</b>                       | <b>\$ 14,888.58</b> | <b>\$ 72,943.64</b>              | <b>\$ 453,867.62</b> |

|                            | Choice Waste AKA<br>Waste Connections | Waste<br>Management  | All Service<br>Refuse AKA<br>Republic<br>Services | S & S National<br>Waste AKA Bicon,<br>Inc. | Panzarella Waste &<br>Recycling Services | Great Waste         | COASTAL WASTE &<br>RECYCLING INC | Solid Waste Fund     |
|----------------------------|---------------------------------------|----------------------|---------------------------------------------------|--------------------------------------------|------------------------------------------|---------------------|----------------------------------|----------------------|
| <b>Monthly Franchise</b>   |                                       |                      |                                                   |                                            |                                          |                     |                                  |                      |
| Oct                        | \$ 1,974.95                           | \$ 10,278.61         | \$ 5,237.75                                       | \$ 1,933.29                                | \$ 221.10                                | \$ 602.98           | \$ 2,460.95                      | \$ 22,709.63         |
| Nov                        | No Remittance                         | No Remittance        | \$ 4,742.28                                       | \$ 981.62                                  | \$ 132.85                                | No Remittance       | \$ 2,744.56                      | \$ 8,601.31          |
| Dec                        | \$ 1,824.61                           | \$ 21,456.70         | \$ 3,771.58                                       | \$ 576.81                                  | \$ 324.74                                | \$ 1,500.89         | \$ 3,119.11                      | \$ 32,574.44         |
| Jan                        | \$ 877.22                             | \$ 10,701.35         | \$ 3,879.84                                       | \$ 695.52                                  | \$ 304.80                                | \$ 695.92           | \$ 3,435.54                      | \$ 20,590.19         |
| Feb                        | \$ 844.23                             | \$ 12,242.23         | \$ 4,002.82                                       | \$ 956.26                                  | \$ 241.49                                | \$ 1,384.37         | \$ 4,034.80                      | \$ 23,706.20         |
| Mar                        | \$ 950.22                             | \$ 11,717.13         | \$ 3,179.48                                       | \$ 821.84                                  | \$ 282.73                                | \$ 778.71           | \$ 4,061.48                      | \$ 21,791.59         |
| Apr                        | No Remittance                         | \$ 11,195.92         | \$ 4,617.44                                       | \$ 809.43                                  | \$ 235.00                                | No Remittance       | \$ 4,458.10                      | \$ 21,315.89         |
| May                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | \$ -                 |
| Jun                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | \$ -                 |
| Jul                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | \$ -                 |
| Aug                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | \$ -                 |
| Sep                        |                                       |                      |                                                   |                                            |                                          |                     |                                  | \$ -                 |
| <b>Total Mo. Franchise</b> | <b>\$ 6,471.23</b>                    | <b>\$ 77,591.94</b>  | <b>\$ 29,431.19</b>                               | <b>\$ 6,774.77</b>                         | <b>\$ 1,742.71</b>                       | <b>\$ 4,962.87</b>  | <b>\$ 24,314.54</b>              | <b>\$ 151,289.25</b> |
| <b>Total Receipts</b>      | <b>\$ 26,959.89</b>                   | <b>\$ 311,442.75</b> | <b>\$ 118,799.76</b>                              | <b>\$ 28,324.04</b>                        | <b>\$ 8,045.80</b>                       | <b>\$ 20,926.45</b> | <b>\$ 98,333.18</b>              | <b>\$ 612,831.87</b> |

## WATER & SEWER UTILITY AGING REPORT

### ACTIVE ACCOUNTS

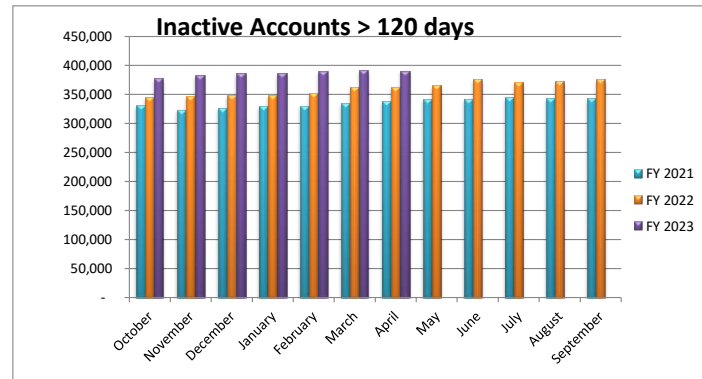
|            | FY 2021       |                  |        | FY 2022       |                  |        | FY 2023       |                  |        |
|------------|---------------|------------------|--------|---------------|------------------|--------|---------------|------------------|--------|
|            | >120 Past Due | Monthly Billings | % DELQ | >120 Past Due | Monthly Billings | % DELQ | >120 Past Due | Monthly Billings | % DELQ |
| October    | 183,822       | \$ 1,019,908     | 18%    | 275,153       | \$ 1,130,854     | 24%    | 184,989       | \$ 1,140,696     | 16%    |
| November   | 207,753       | 1,049,166        | 20%    | 276,502       | 1,145,557        | 24%    | 186,463       | 1,205,526        | 15%    |
| December   | 227,856       | 1,082,042        | 21%    | 286,708       | 1,088,332        | 26%    | 188,661       | 1,186,620        | 16%    |
| January    | 248,468       | 1,107,929        | 22%    | 309,337       | 1,166,202        | 27%    | 188,029       | 1,165,000        | 16%    |
| February   | 262,649       | 1,063,670        | 25%    | 322,379       | 1,084,213        | 30%    | 185,376       | 1,210,890        | 15%    |
| March      | 262,514       | 1,042,220        | 25%    | 281,908       | 1,112,053        | 25%    | 183,535       | 1,267,253        | 14%    |
| April      | 273,503       | 1,129,480        | 24%    | 222,556       | 1,169,668        | 19%    | 190,502       | 1,262,289        | 15%    |
| May        | 264,778       | 1,203,079        | 22%    | 211,091       | 1,178,959        | 18%    |               |                  |        |
| June       | 260,736       | 1,105,993        | 24%    | 190,542       | 1,173,565        | 16%    |               |                  |        |
| July       | 248,966       | 1,069,697        | 23%    | 201,407       | 1,194,888        | 17%    |               |                  |        |
| August     | 246,396       | 1,164,114        | 21%    | 202,749       | 1,120,866        | 18%    |               |                  |        |
| September  | 250,534       | 1,107,838        | 23%    | 183,816       | 1,129,966        | 16%    |               |                  |        |
| Annual Avg | \$ 244,831    | \$ 1,095,428     | 22%    | \$ 247,012    | \$ 1,141,260     | 22%    | \$ 186,794    | \$ 1,205,468     | 16%    |



**Active Account Graph:** Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

### INACTIVE ACCOUNTS

|            | FY 2021       |               |       | FY 2022       |       |  | FY 2023       |       |  |
|------------|---------------|---------------|-------|---------------|-------|--|---------------|-------|--|
|            | >120 Past Due |               |       | >120 Past Due |       |  | >120 Past Due |       |  |
|            | Due           | >120 Past Due | % +/- | >120 Past Due | % +/- |  | >120 Past Due | % +/- |  |
| October    | 330,831       | 344,685       | 4%    | 377,040       | 9%    |  | 377,040       | 9%    |  |
| November   | 323,648       | 346,914       | 7%    | 383,454       | 10%   |  | 383,454       | 10%   |  |
| December   | 326,595       | 347,964       | 6%    | 385,515       | 10%   |  | 385,515       | 10%   |  |
| January    | 330,267       | 349,252       | 5%    | 385,601       | 9%    |  | 385,601       | 9%    |  |
| February   | 330,406       | 350,890       | 6%    | 389,237       | 10%   |  | 389,237       | 10%   |  |
| March      | 334,793       | 361,917       | 7%    | 391,059       | 7%    |  | 391,059       | 7%    |  |
| April      | 337,912       | 363,125       | 7%    | 390,781       | 7%    |  | 390,781       | 7%    |  |
| May        | 341,380       | 365,539       | 7%    |               |       |  |               |       |  |
| June       | 342,137       | 376,626       | 9%    |               |       |  |               |       |  |
| July       | 345,332       | 371,165       | 7%    |               |       |  |               |       |  |
| August     | 343,626       | 372,990       | 8%    |               |       |  |               |       |  |
| September  | 343,127       | 375,001       | 8%    |               |       |  |               |       |  |
| Annual Avg | \$ 335,838    | \$ 360,506    | 7%    | \$ 386,098    | 7%    |  |               |       |  |



Water Fund

Monthly Utility Account Activity

Misc

| Building/ New Construction Activity |            |               |           |            | Delinquent Account Activity |            |          |           |            |                            |      |                      | Meter Replacement |              |             |           |     | New Accts |    |
|-------------------------------------|------------|---------------|-----------|------------|-----------------------------|------------|----------|-----------|------------|----------------------------|------|----------------------|-------------------|--------------|-------------|-----------|-----|-----------|----|
| Water Impact Fee                    |            | Water Tap Fee |           | Delinquent |                             |            | Turn-Off |           |            | Pulled Meter Reinstall Fee |      | # of Meters Replaced |                   | Prior Yr.    | # per Month | Prior Yr. |     |           |    |
| 2022                                | 2023       | 2022          | 2023      | 2022       | 2023                        | # of Accts | 2022     | 2023      | # of Accts | 2022                       | 2023 | 2023                 |                   |              |             |           |     |           |    |
|                                     |            |               |           |            |                             |            |          |           |            |                            |      | 5/8"                 | 1" - 1 1/2"       | 2" and above | Total       |           |     |           |    |
| Oct                                 | 40,482.00  | 46,710.00     | -         | -          | 3,695.00                    | 2,565.00   | 513.00   | -         | 3,310.00   | 110.33                     | -    | -                    |                   |              | -           | 6         | 30  | 31        |    |
| Nov                                 | -          |               | -         | -          | 3,706.50                    | 2,540.00   | 508.00   | -         | 2,800.00   | 93.33                      | -    | -                    | 5                 |              | 5           | 2         | 35  | 45        |    |
| Dec                                 | 38,925.00  | 53,717.00     |           | -          | 3,665.00                    | 3,125.00   | 625.00   | 80.00     | 2,430.00   | 81.00                      | -    | -                    | -                 | -            | -           | 5         | 40  | 52        |    |
| Jan                                 | -          | 2,282.00      |           | -          | 2,685.00                    | 2,795.00   | 559.00   | -         | 120.00     | 4.00                       | -    | -                    | 10                | 1            | -           | 11        | 33  | 35        |    |
| Feb                                 | 7,785.00   | 44,375.00     | 1,750.00  | 4,671.00   | 1,880.00                    | 2,630.00   | 526.00   | -         | 3,810.00   | 127.00                     | -    | 200.00               | 4                 | -            | -           | 4         | 40  | 43        |    |
| Mar                                 | 3,114.00   | 1,557.00      | 2,900.00  | -          | 5,130.00                    | 2,760.00   | 552.00   | -         | 700.00     | 23.33                      | -    | 100.00               | 14                |              | 1           | 15        | 2   | 60        | 83 |
| Apr                                 | 12,456.00  | -             | -         | -          | 2,585.00                    | 1,965.00   | 393.00   | 7,970.00  | 1,265.00   | 42.17                      | -    | -                    | -                 | -            | -           | -         | 2   | 35        | 71 |
| May                                 | 17,127.00  |               |           | -          | 2,405.00                    |            | -        | 4,320.00  |            | -                          | -    |                      |                   |              |             | -         | 3   |           | 68 |
| Jun                                 | 1,557.00   |               | 1,450.00  |            | 2,250.00                    |            | -        | 3,440.00  |            | -                          | -    |                      |                   |              |             | -         | 3   |           | 37 |
| Jul                                 | 2,282.00   |               | 1,450.00  |            | 3,095.00                    |            | -        | 3,731.61  |            | -                          | -    |                      |                   |              |             | -         | 2   |           | 49 |
| Aug                                 | -          |               | -         |            | 2,685.00                    |            | -        | 3,660.00  |            | -                          | -    |                      |                   |              |             | -         | 2   |           | 71 |
| Sept                                | 15,570.00  |               | 3,385.00  |            | 2,870.00                    |            | -        | 3,160.00  |            | -                          | -    |                      | 9                 | -            | -           | 9         | 14  |           | 36 |
| Total                               | \$ 139,298 | \$ 148,641    | \$ 10,935 | \$ 4,671   | \$ 36,652                   | \$ 18,380  | \$ 3,676 | \$ 26,362 | \$ 14,435  | 481                        | -    | \$ 300               | Yr-to-Date Total  |              | 44          | 44        | 273 | 621       |    |

6%

13%

# of City's 4,800 accounts  
become delinquent for this period...

# of the deliquent accounts  
are turned-off monthly for non-payment

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/22 (Audited)

----- General Fund -----

| <u>Contingency</u> | <u>Unassigned<br/>Fund Balance</u> |
|--------------------|------------------------------------|
|--------------------|------------------------------------|

|            |               |
|------------|---------------|
| \$ 325,000 | \$ 26,027,845 |
|------------|---------------|

(Uses) / Additions:

|           |          |           |
|-----------|----------|-----------|
| October   | (4,500)  | (861,297) |
| November  | (7,500)  | (35,177)  |
| December  | -        | -         |
| January   | (3,000)  | -         |
| February  | (12,793) | (29,350)  |
| March     | (12,100) | -         |
| April     | (3,309)  | (139,682) |
| May       | -        | -         |
| June      | -        | -         |
| July      | -        | -         |
| August    | -        | -         |
| September | -        | -         |

Sub-Total (Uses) / Additions

|          |             |
|----------|-------------|
| (43,202) | (1,065,506) |
|----------|-------------|

Sub-Total Available

|         |            |
|---------|------------|
| 281,798 | 24,962,339 |
|---------|------------|

Other Considerations

GFOA/City Commission 25% Reserve

(12,500,000) est.

Bridge Loans - S.E. Stormwater

(1,000,000)

**Estimate of Availability at 09/30/23**

|                   |                      |
|-------------------|----------------------|
| <b>\$ 281,798</b> | <b>\$ 11,462,339</b> |
|-------------------|----------------------|



City of Dania Beach

General Fund

Analysis of  
Fund Balance

|                                      |                        |                          |                                   |
|--------------------------------------|------------------------|--------------------------|-----------------------------------|
|                                      | <u>Balance 10/1/22</u> | 26,027,845               |                                   |
| Uses: <u>#389-90-01</u>              |                        |                          |                                   |
| October                              | (861,297)              |                          | C/Fwd PO's                        |
| November                             | (35,177)               |                          | Centurion security                |
| December                             |                        |                          |                                   |
| January                              |                        |                          |                                   |
| February                             | (29,350)               |                          | Brightline Trains CRISI Grant     |
| March                                |                        |                          |                                   |
| April                                | (139,682)              |                          | BSO FF Budget increase for new FF |
| May                                  |                        |                          |                                   |
| June                                 |                        |                          |                                   |
| July                                 |                        |                          |                                   |
| August                               |                        |                          |                                   |
| September                            |                        |                          |                                   |
| Total Uses (Sources)                 |                        | <u>(1,065,506)</u>       |                                   |
| Estimated Balance Available 09/30/23 |                        | <u>\$ 24,962,339</u>     |                                   |
| <u>Other Considerations</u>          |                        |                          |                                   |
| GFOA/City Commission 25% Reserve     | (12,500,000)           | est.                     |                                   |
| Bridge Loans - S.E. Stormwater       | (1,000,000)            |                          |                                   |
| Estimate of Availability at 09/30/23 |                        | <u><u>11,462,339</u></u> |                                   |