

**AGENDA**  
**DANIA BEACH CITY COMMISSION**  
**REGULAR MEETING**  
**TUESDAY, SEPTEMBER 26, 2017 - 7:00 PM**

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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.

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LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

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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.

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IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
  - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**
- 4. PROCLAMATIONS**
- 5. CITIZEN COMMENTS**

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

- 6. PUBLIC SAFETY REPORTS**
- 7. CONSENT AGENDA**

1. Minutes:

Approve Minutes of the September 12, 2017 City Commission Meeting  
Approve Minutes of the September 13, 2017 First Budget Public Hearing  
Approve Minutes of the September 19, 2017 Second Budget Public Hearing

2. Travel Requests: None

3. RESOLUTION NO. 2017-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, WITH DANIA BEACH HOSPITALITY GROUP, LLC RELATED TO THE DEVELOPMENT OF THE WYNDHAM GARDEN HOTEL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2017-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRIBUTION AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, WITH DANIA BEACH HOSPITALITY GROUP, LLC FOR A WATER IMPACT FEE CREDIT RELATED TO THE DEVELOPMENT OF THE WYNDHAM GARDEN HOTEL; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2017-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR WATER INFRASTRUCTURE IMPROVEMENTS FOR THE NW 1ST AVENUE WATERLINE FOR FISCAL YEAR 2017-2018, IN AN AMOUNT NOT TO EXCEED SEVENTY THREE THOUSAND EIGHT HUNDRED DOLLARS(\$73,800.00) PAYABLE TO DANIA BEACH HOSPITALITY GROUP, LLC WITHOUT COMPETITIVE BIDDING; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AND EFFECTIVE DATE.

6. RESOLUTION NO. 2017-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY/LIABILITY INSURANCE COVERAGE PACKAGE AND WORKERS' COMPENSATION INSURANCE FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH BROWN & BROWN D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA"), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY AND WORKERS' COMPENSATION AND IN ADDITION THROUGH BROWN & BROWN, COVERAGE FOR POLLUTION LIABILITY WITH INDIAN HARBOR INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE, FP&L LIABILITY INSURANCE WITH EVANSTON INSURANCE COMPANY, STORAGE TANK INSURANCE WITH COMMERCE AND INDUSTRY INSURANCE COMPANY AND NFIP FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY TWO DOLLARS (\$907,752.00) FOR COVERAGE BEGINNING OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2017-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) FORD F-250 PICK UP TRUCK FOR THE PUBLIC SERVICES DEPARTMENT UTILITIES DIVISION, IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$29,816.00) FROM HUB CITY FORD BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS' ASSOCIATION CONTRACT NO. FSA16-VEL-24, SPECIFICATION NO.55 (VALID THROUGH SEPTEMBER 30, 2017); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2017-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2017-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE HINTERLAND GROUP, INC. FOR THE PURCHASE OF PARTS AND LABOR FOR LIFT STATION REPAIRS AT LIFT STATIONS 5, 7, AND 10 FOR THE PUBLIC SERVICES DEPARTMENT BY UTILIZING AVAILABLE PRICING UNDER THE PALM BEACH COUNTY, FLORIDA LIFT STATION WUD 14-047 CONTRACT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED NINETY THREE DOLLARS AND EIGHTY FIVE CENTS (\$1,137,593.85); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**8. BIDS AND REQUESTS FOR PROPOSALS**

**9. PUBLIC HEARINGS**

**10. DISCUSSION AND POSSIBLE ACTION**

1. RESOLUTION NO. 2017-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO COMPENSATION FOR THE MAYOR AND CITY COMMISSIONERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

2. Stellar Homes and Tropical Acres Agreement - Mayor James

3. Governor Scott's proposal for Rule changes for Assisted Living Facilities - Mayor James



4. Donation Policy - City Manager Baldwin

## **11. COMMISSION COMMENTS**

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

## **12. APPOINTMENTS**

1. Airport Advisory Board  
Commissioner Salvino - 1 appointment  
Vice-Mayor Harris - 1 appointment
2. Green Advisory Board  
1 Alternate Position

## **13. ADMINISTRATIVE REPORTS**

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

Friday, September 29, 2017 - 10:00 a.m. DBCRA Arts & Seafood Celebration  
Planning Meeting  
Tuesday, October 10, 2017 - 6:00 P.M. CRA Board Meeting  
Tuesday, October 10, 2017 - 7:00 p.m. City Commission Meeting  
Tuesday, October 24, 2017 - 7:00 p.m. City Commission Meeting

## **14. ADJOURNMENT**

MINUTES OF REGULAR MEETING  
DANIA BEACH CITY COMMISSION  
TUESDAY, SEPTEMBER 12, 2017 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

|                |                     |
|----------------|---------------------|
| Mayor:         | Tamara James        |
| Vice-Mayor:    | Bill Harris         |
| Commissioners: | Chickie Brandimarte |
|                | Bobbie H. Grace     |
| City Manager:  | Robert Baldwin      |
| City Attorney: | Thomas Ansbro       |
| City Clerk:    | Louise Stilson      |

Absent:

|               |                       |
|---------------|-----------------------|
| Commissioner: | Marco A. Salvino, Sr. |
|---------------|-----------------------|

2. Moment of Silence and Pledge of Allegiance

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

Mayor James commended City staff on their response to Hurricane Irma, and thanked the residents who attended tonight's meeting.

3. Presentations and Special Event Approvals

- 3.1 Special Event request from Broward County Environmental Planning and Community Resilience Division for a Beach Cleanup on Saturday, September 16, 2017, from 9:00 a.m. – 12:00 p.m., at 300 North Beach Road

Mayor James questioned if this would be postponed due to Hurricane Irma.

City Manager Baldwin noted Parks & Recreation Director Felicetty would notify the applicant that the beach is not safe.

4. Proclamations

There were no proclamations at this meeting.

## 5. Citizen Comments

Michael Sartin, 746 SW 3 Street, spoke on the future of Dania Beach, particularly the City's support of the MLK Committee.

Irene Lathrop, 818 NW 10 Avenue, questioned why there was a boil water alert, who was affected and who was responsible.

Mayor James responded it is the area west of I-95, and City Manager Baldwin added it is water supplied by Broward County.

Carolyn Jones, 722 SW 3<sup>rd</sup> Street, discussed the MLK Charitable Committee, and the talk that the Commission wants to eliminate the contribution. She asked the Commissioners to do the right thing.

Derrick Hankerson, 746 SW 3<sup>rd</sup> Street, noted Edie Windsor, who was a proponent of same sex marriage, died today at the age of 88.

Albert C. Jones, 722 SW 3<sup>rd</sup> Street, spoke on behalf of the Dr. Martin Luther King Charitable Corporation. He noted they have done an excellent job of honoring his dreams, and it is imperative that the City continue to support this organization because they give scholarships to Dania Beach students. He questioned why the Commission wants to change something that has been here for 30 years.

Emmanuel George, 17 NE 2<sup>nd</sup> Avenue, #106, thought it would be great to organize the history of Blacks in west Dania Beach; an archive area is needed.

Lauren Odman, 85 Gulfstream Road, spoke of post-hurricane health issues. Memorial Hospital has an urgent need for O negative blood and platelets.

## 6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, thanked people, organizations, AMO, and Public Works staff who helped during Hurricane Irma. He is proud of the BSO Deputies.

City Manager Baldwin noted BSO Fire Services is in charge of emergency management and they did a wonderful job. There are issues that should be discussed in a workshop.

## 7. Consent Agenda

### 7.1 Minutes:

Approve Minutes of the August 22, 2017 City Commission Meeting

Approve Minutes of the August 23, 2017 Budget Workshop

7.2 Travel Requests:

Request from Mayor Tamara James to attend the 2017 National League of Cities Annual Conference City Summit in Charlotte, NC on November 16-19, 2017 (Estimated cost \$1,723.64)

**Resolutions**

7.3 RESOLUTION #2017-099

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING A BILL IN THE 2018 FLORIDA LEGISLATURE TO MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE UNDER FLORIDA LAW; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.4 RESOLUTION #2017-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING ALL MEMBERS OF THE FEDERAL AND STATE OF FLORIDA GOVERNMENT TO OPPOSE PRESIDENT TRUMP'S ADMINISTRATION'S DECISION AND THE DEPARTMENT OF JUSTICE POSITION THAT THE CIVIL RIGHTS ACT DOES NOT AFFORD PROTECTION FROM EMPLOYMENT DISCRIMINATION ON THE BASIS OF SEXUAL ORIENTATION OR GENDER IDENTITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2017-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING ALL MEMBERS OF THE FEDERAL AND STATE OF FLORIDA GOVERNMENT TO OPPOSE PRESIDENT TRUMP'S BAN ON TRANSGENDER PEOPLE SERVING IN THE MILITARY; TO ENACT ANY AND ALL LEGISLATION, RULES, REGULATIONS AND POLICIES TO OPPOSE PRESIDENT TRUMP'S BAN ON TRANSGENDER PEOPLE SERVING IN THE MILITARY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2017-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, RELATING TO THE REPLACEMENT OF THE EXISTING ENTRANCEWAY SIGN AND ASSOCIATED LANDSCAPING AT GRIFFIN ROAD AND U.S. HIGHWAY ONE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**Commissioner Grace motioned to adopt the Consent Agenda; seconded by Vice-Mayor Harris. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

## 8. Bids and Requests for Proposals

There were no proposals on this agenda.

## 9. Public Hearings and Site Plans

Mayor James advanced Item #9.11.

### 9.11 RESOLUTION #2017-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-029-17) AND VARIANCE (VA-58-17) APPLICATIONS SUBMITTED BY SYNALOVSKI ROMANIK SAYE ON BEHALF OF THE PROPERTY OWNER MARINA INDUSTRIAL PARK, LLC FOR PROPERTY LOCATED AT 2401 SW 31 STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-103, advised this was a quasi-judicial hearing, and swore-in those who would speak.

Corinne Lajoie, Planning & Zoning Manager, described the site plan and variance requests.

Manny Synalovski, on behalf of the applicant, thanked staff for their help and assistance.

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

**Commissioner Grace motioned to adopt Resolution #2017-103; seconded by Commissioner Brandimarte. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

### 9.1 ORDINANCE #2017-027

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

City Attorney Ansbro read the title of Ordinance #2017-027.

Corinne Lajoie, Principal City Planner, gave an overview of the amendment that would be applied city-wide.

Mayor James asked to amend language on page 2, “which may cover”, to “shall cover”. Ms. Lajoie noted the change has been incorporated into the ordinance for signature.

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

**Commissioner Grace motioned to adopt Ordinance #2017-027, on second reading; seconded by Vice-Mayor Harris. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

## 9.2 ORDINANCE #2017-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, THE “LAND DEVELOPMENT CODE,” OF THE CITY CODE OF ORDINANCES BY AMENDING ARTICLE 115, “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE,” SECTION 115-50 “CONDITIONS OF USE” PROVIDING FOR REGULATIONS CONCERNING SEPARATION REQUIREMENTS FOR ELECTRICAL POWER PLANTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-028.

Corinne Lajoie, Planning & Zoning Manager, explained the proposed text amendment and noted the changes from the first reading of the ordinance.

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

**Commissioner Grace motioned to adopt Ordinance #2017-028, on second reading; seconded by Vice-Mayor Harris. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

## 9.3 ORDINANCE #2017-029

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) TO FUND A LIFT STATION REHABILITATION PROJECT (LIFT STATION NUMBERS 5, 7 AND 10); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-029. He explained that Items #9.3 through #9.9 are required by the City Charter because the City will expend more than One Million Dollars on each item.

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

**Commissioner Grace motioned to adopt Ordinance #2017-029, on second reading; seconded by Commissioner Brandimarte. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

#### 9.4 ORDINANCE #2017-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY EXPENDITURE OF THE EMPLOYER CONTRIBUTION PORTION TO THE GENERAL EMPLOYEES (“GE”) PENSION PLAN WHICH WILL EXCEED ONE MILLION DOLLARS (\$1,000,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-030.

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

**Commissioner Grace motioned to adopt Ordinance #2017-030, on second reading; seconded by Commissioner Brandimarte. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

#### 9.5 ORDINANCE #2017-031

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY EXPENDITURE OF THE EMPLOYER CONTRIBUTION PORTION TO THE POLICE AND FIREFIGHTERS (“P&F”) PENSION PLAN WHICH WILL EXCEED ONE MILLION DOLLARS (\$1,000,000.00); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-031.

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

**Commissioner Grace motioned to adopt Ordinance #2017-031, on second reading; seconded by Commissioner Brandimarte. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

**9.6 ORDINANCE #2017-032**

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) FOR FIRE RESCUE SERVICES PROVIDED BY THE BROWARD SHERIFF'S OFFICE ("BSO"); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-032.

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

**Commissioner Grace motioned to adopt Ordinance #2017-032, on second reading; seconded by Vice-Mayor Harris. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

**9.7 ORDINANCE #2017-033**

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) FOR POLICE SERVICES PROVIDED BY THE BROWARD SHERIFF'S OFFICE ("BSO"); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-033.

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

**Commissioner Grace motioned to adopt Ordinance #2017-033, on second reading; seconded by Commissioner Brandimarte. The motion carried on the following 4-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |



**Commissioner Salvino                      Absent**

**9.8      ORDINANCE #2017-034**

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) FOR THE SOLID WASTE REMOVAL SERVICES AGREEMENT WHICH SERVICES ARE PROVIDED BY WASTE MANAGEMENT INC. OF FLORIDA ("WMI"); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-034.

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

**Commissioner Grace motioned to adopt Ordinance #2017-034, on second reading; seconded by Vice-Mayor Harris. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

**9.9      ORDINANCE #2017-035**

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) FOR THE LARGE USER SEWER AGREEMENT WHICH SERVICES ARE PROVIDED BY THE CITY OF HOLLYWOOD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2017-035.

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

**Vice-Mayor Harris motioned to adopt Ordinance #2017-035, on second reading; seconded by Commissioner Grace. The motion carried on the following 4-0 Roll Call vote:**

|                                 |               |                          |            |
|---------------------------------|---------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b>    | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>    | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b> |                          |            |

**9.10      ORDINANCE #2017-036**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE DANIA BEACH COMPREHENSIVE PLAN TO CHANGE THE FUTURE LAND USE TEXT TO ADD AN ELECTRICAL GENERATION FACILITIES LAND USE CLASSIFICATION AS ATTACHED HERETO AND TO AMEND THE FUTURE LAND USE PLAN MAP TO

CHANGE THE DESIGNATION OF APPROXIMATELY 373 GROSS ACRES AS LEGALLY DESCRIBED IN EXHIBIT “A” ATTACHED TO THIS ORDINANCE, FROM UTILITIES AND INDUSTRIAL TO ELECTRICAL GENERATION FACILITIES FOR PROPERTY LOCATED AT 3051 SW 30th AVENUE, PURSUANT TO A REQUEST SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC./LEIGH R. KERR, AICP ON BEHALF OF THE PROPERTY OWNER, FLORIDA POWER & LIGHT COMPANY (LU-87-17); PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE AGENCIES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; REQUESTING RECERTIFICATION FROM THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2017-036.

Corinne Lajoie, Planning & Zoning Manager, explained the amendment to the City’s Comprehensive Plan.

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

**Commissioner Grace motioned to adopt Ordinance #2017-036, on first reading; seconded by Vice-Mayor Harris. The motion carried on the following 3-0 Roll Call vote:**

|                                 |                    |                          |            |
|---------------------------------|--------------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Out of room</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b>         | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Absent</b>      |                          |            |

#### 10. Discussion and Possible Action

Mayor James noted a representative from Debbie Wasserman Schultz’ office provided information on Hurricane Irma, which will be placed in the atrium at City Hall.

#### 11. Commission Comments

##### 11.1 Commissioner Brandimarte

Commissioner Brandimarte commented on how disasters do not always bring out the good in people, it also brings out the bad in people. She noted she is proud of Dania Beach residents. She said Carol Hemmis should not have to pay for her water bill because a tree fell in her backyard and the roots were attached to the water lines.

##### 11.2 Commissioner Grace

Commissioner Grace announced her employees of the month are Public Services Director Kaine and Mayor James for their efforts during Hurricane Irma.

Commissioner Grace addressed the Dania Bears and said they did not have their last two games because they did not have referees or a police detail; she asked the City to get the program up to par. City Manager Baldwin noted we budgeted some money in the event we wanted to take over the Bears and money for an athletic director.

Commissioner Grace also addressed the MLK celebration. She was the chairperson for 18 years and they did not receive funding from the City; they got out and solicited donations and money for the event. They did give out scholarships of \$500, and there was also a scholarship under Dania Jai Alai for \$10,000. She is not against the City giving out funding, but she wants it to be a positive reflection on the City, not a negative. Organizations should be held accountable because it is taxpayer money.

### 11.3 Commissioner Salvino

Commissioner Salvino was not present at this meeting.

### 11.4 Vice-Mayor Harris

Vice-Mayor Harris thanked Public Services Director Kaine for coordination of the sand bag event. He requested pictures from the storm so that Public Information Officer Bordy could compile them. He spoke of residents and non-residents who helped; maybe at the next meeting we can get some kind of thank you to them.

Vice-Mayor Harris noted the Lighthouse Church Special Commemoration on October 22.

Vice-Mayor Harris spoke of the EOC and said it was awesome.

Vice-Mayor Harris noted he wanted to have this meeting tonight to show people that we are Dania Beach strong.

### 11.5 Mayor James

Mayor James thanked Parks & Recreation staff and Director Felicetty for coordinating with Public Services Director Kaine and his crew. There was a lot of room for improvement with a lot of things we did, but that will be addressed internally. She thanked the Commission for coming out tonight, and noted we will have to look at ordinances in reference to trees especially during hurricane events. She said she is proud of the Commission, and we will need to decide on what to do with this building.

Mayor James spoke of the Dania Bears. She is unsure what we can do to resolve the issue, and wants to get with Parks & Recreation Director Felicetty to discuss. She does not know why officers are required, and questioned if we could use a volunteer officer. City Manager Baldwin will ask Chief Marks.

Mayor James addressed the MLK organization. This will not be discussed at the budget hearing tomorrow. They have \$23,000 in their account, and this is before we give them \$15,000.

Scholarships will be \$3,000 this year, which leaves them \$20,000 to do the program and events. The City has excellent events; she wonders where the funds are going. A scholarship recipient received funds and had them taken back without his knowledge. The City is capable of throwing a MLK event in the park; the committee can handle the other things. She added she only receives \$1,500 from the City for her organization. The MLK money needs to be managed for the residents of Dania Beach.

Mayor James noted a young man from Dania Beach who played for the Dania Bears, graduated from Hallandale High School, and is a starter quarterback for a football team; he will get a shout-out at the next meeting.

## 12. Appointments

There were no appointments at this meeting.

## 13. Administrative Reports

### 13.1 City Manager

City Manager Baldwin noted this hurricane has been a challenge, and thanked present and past commissions for the Ready Conference; it is all about being ready when a storm comes. He thanked the Commission for being available to him during the event, and thanked several staff members. He noted the City has no phones or internet, and reviewed additional information provided in a status report which is attached to and incorporated in these minutes.

### 13.2 City Attorney

City Attorney Ansbro noted lobbyist Josh Gaboton will be working with FEMA, and recommended amending his contract tonight at no additional cost to help us until a new contract with the City for lobbyist services can be finalized.

**Commissioner Grace motioned to amend the Gaboton contract; seconded by Vice-Mayor Harris. The motion carried unanimously.**

Lorraine Raffanello, 121 SE 3<sup>rd</sup> Avenue, thanked the Commission for providing the sand bags.

### 13.3 City Clerk - Reminders

Wednesday, September 13, 2017 - 5:01 p.m.

Tuesday, September 19, 2017 - 5:01 p.m.

Tuesday, September 26, 2017 - 7:00 p.m.

First Budget Public Hearing

Second Budget Public Hearing

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:40 p.m.

ATTEST:

CITY OF DANIA BEACH

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

MINUTES OF FIRST BUDGET PUBLIC HEARING  
DANIA BEACH CITY COMMISSION  
WEDNESDAY, SEPTEMBER 13, 2017 – 5:01 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 5:01 p.m.

Present:

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

2. Presentations

City Manager Baldwin thanked the Commission for their direction in the preparation of the budget. He noted that Hurricane Irma will impact our current Hurricane fund, but we should be able to rebuild hurricane reserves without additional taxes.

Nicki Satterfield, Director of Finance, presented an overview of the recommended budget, which is attached to and incorporated into these minutes.

Commissioner Salvino would like to discuss the new positions in the budget with the Commission before they are advertised and filled. City Manager Baldwin confirmed this would happen.

Mayor James commented that people in the SW are still without power. The current administration supports infrastructure, and this Commission needs to look into burying lines throughout the City; perhaps by using bonds or grants. We also need to decide what to do with the City Hall building.

Commissioner Grace said we are able to do everything we want this year, perhaps next year we can work with the CRA to get a new building. We need a solution to help with meals and food for seniors who do not have power.

Assistant City Manager Donnelly stated Broward County responded they would not be doing meals at this point.

Commissioner Grace noted we give money to Meals on Wheels every year, so they should give food to our residents.

Commissioner Grace added she liked the presentation given tonight and this is a good budget for us.

Commissioner Brandimarte questioned where all the organizations are that help during disasters that we give money to; they are just in the west, not on the east side. The charitable organizations that we contribute to are not here helping our residents.

City Manager Baldwin noted the donations will come before the Commission this year and these kinds of questions can be asked of the organizations.

### 3. Public Hearings

City Attorney Ansbro announced:

The OPERATING MUNICIPAL MILLAGE will be 5.9998 MILLS, which reflects no change from the City's current fiscal year millage rate. This operating millage rate represents a 9.78% increase over the rolled back rate of 5.4655MILLS as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

The voter-approved debt service millage rate is 0.1911 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

The City's aggregate millage rate is 6.1909 Mills (5.9998 Mills for operating and 0.1911 Mills for debt service).

**The final hearing for the Budget and ad valorem tax Millage will be held at:**

Dania Beach City Hall  
100 West Dania Beach Boulevard, Dania Beach FL  
Tuesday, September 19, 2017  
5:01 p.m.

#### 3.1 RESOLUTION #2017-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2017-2018 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-104.

Mayor James opened the Public Hearing.

Michael Sartin, 746 SW 3<sup>rd</sup> Street, said he has seen City trucks used to move corrugated signs from the swales. He questioned if smaller vehicles could be used.

City Manager Baldwin responded full sized trucks are usually needed; the fuel cost is not much different.

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

**Commissioner Grace motioned to adopt Resolution #2017-104; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

### 3.2 RESOLUTION #2017-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING FIRE RESCUE ASSESSMENTS WITH UPDATED ASSESSMENT RATES AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017; APPROVING THE RATES OF ASSESSMENT; APPROVING THE FINAL ASSESSMENT ROLL; CONFIRMING AND SUPPLEMENTING THE PRELIMINARY RATE RESOLUTION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-105.

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

**Commissioner Grace motioned to adopt Resolution #2017-105; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

### 3.3 RESOLUTION #2017-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES IN THE CITY OF DANIA BEACH, FLORIDA; IMPOSING AND RE-IMPOSING STORMWATER ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.



City Attorney Ansbro read the title of Resolution #2017-106.

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

**Commissioner Grace motioned to adopt Resolution #2017-106; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

### 3.4 RESOLUTION #2017-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICE ASSESSMENTS IN THE CITY OF DANIA BEACH, FLORIDA; RE-IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-107.

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

**Commissioner Grace motioned to adopt Resolution #2017-107; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

### 3.5 RESOLUTION #2017-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING A TENTATIVE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR 2017-2018; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-108.

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

**Commissioner Grace motioned to adopt Resolution #2017-108, as amended; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

Mayor James questioned if we could review the Waste Management contract to see if we could re-negotiate.

Brad Kaine, Director of Public Services, responded once the contracts expire, we should go out to bid for an all in one for both services. There are no loopholes in the Reuters agreement, and Waste Management's contract runs for the same time period.

Michael Sartin, 746 SW 3<sup>rd</sup> Street, commented they pay \$25.00 for the second cubic yard of an additional bulk pickup, which is the same amount as the first cubic yard, even though the margin of cost for the second should be less than the first.

#### 4. Adjournment

Mayor James adjourned the meeting at 5:51 p.m.

ATTEST:

CITY OF DANIA BEACH

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

MINUTES OF SECOND BUDGET PUBLIC HEARING  
DANIA BEACH CITY COMMISSION  
TUESDAY, SEPTEMBER 19, 2017 – 5:01 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 5:01 p.m.

Present:

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

2. Presentation

City Manager Baldwin noted this is the second public hearing for the FY2017-2018 budget, and thanked the Commission for their direction in preparing the budget.

Nicki Satterfield, Director of Finance, presented an overview of the final budget, which is attached to and incorporated into these minutes.

Emmanuel George, 17 NE 2<sup>nd</sup> Avenue, #106, had 7 questions regarding: Procurement, Arts & Culture, Climate Change and Equity, Affordable Housing and Education.

3. Public Hearings

City Attorney Ansbro announced:

The OPERATING MUNICIPAL MILLAGE will be 5.9998 MILLS, which reflects no change from the City's current fiscal year millage rate. This operating millage rate represents a 9.78% increase over the rolled back rate of 5.4655MILLS as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

The voter-approved debt service millage rate is 0.1911 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

The City's aggregate millage rate is 6.1909 Mills (5.9998 Mills for operating and 0.1911 Mills for debt service).

### 3.1 RESOLUTION #2017-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2017-2018 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-109.

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

**Commissioner Grace motioned to adopt Resolution #2017-109; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

**Vice-Mayor Harris motioned to adjust the City Manager's Recommended Budget, as amended; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

### 3.2 RESOLUTION #2017-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING ITS FINAL ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-110.

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

**Commissioner Grace motioned to adopt Resolution #2017-110; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

### 3.3 RESOLUTION #20107-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION FROM THE CITY OF DANIA BEACH HURRICANE RESERVES TO PAY FOR EXPENSES RELATED TO HURRICANE IRMA IN AN AMOUNT NOT TO EXCEED FOUR MILLION DOLLARS; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-111.

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

**Commissioner Grace motioned to adopt Resolution #2017-111; seconded by Vice-Mayor Harris. The motion carried on the following 5-0 Roll Call vote:**

|                                 |            |                          |            |
|---------------------------------|------------|--------------------------|------------|
| <b>Commissioner Brandimarte</b> | <b>Yes</b> | <b>Vice-Mayor Harris</b> | <b>Yes</b> |
| <b>Commissioner Grace</b>       | <b>Yes</b> | <b>Mayor James</b>       | <b>Yes</b> |
| <b>Commissioner Salvino</b>     | <b>Yes</b> |                          |            |

### 4. Adjournment

Mayor James adjourned the meeting at 5:30 p.m.

ATTEST:

CITY OF DANIA BEACH

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

# 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 DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, WITH DANIA BEACH HOSPITALITY GROUP, LLC RELATED TO THE DEVELOPMENT OF THE WYNDHAM GARDEN HOTEL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Memo, Resolution & Exhibit A-Development Agreement



# City of Dania Beach

## Department of Public Services

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

### MEMORANDUM

TO: Mayor Tamara James  
Vice Mayor Bill Harris  
Commissioner Chickie Brandimarte  
Commissioner Marco Salvino, Sr.  
Commissioner Bobbie H. Grace

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: September 12, 2017

RE: Adopt Resolution - Approving and Authorizing Execution of Development Agreement between Dania Beach Hospitality, LLC and the City Related to Development of the Wyndham Garden Hotel

Adopt Resolution - Approving and Authorizing Execution of Contribution Agreement between Dania Beach Hospitality, LLC and the City Related to Development of the Wyndham Garden Hotel

Adopt Resolution - Approving and Authorizing the Expenditure of Funds for the Design, Permitting and Construction of Water Infrastructure Improvements located within the right-of-way of NW 1<sup>st</sup> Avenue (Extending From NW 1<sup>st</sup> Street to Dania Beach Boulevard)

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### **Introduction and Background**

Dania Beach Hospitality Group, LLC (the “DEVELOPER”) owns real property located at 129 N Federal Hwy within the CITY, the legal description of which is attached to and made a part of both the attached Development Agreement and Contribution Agreement (the “Property”). It is being developed as a Wyndham Hotel.

On August 25, 2015, the CITY passed and adopted Resolution No. 2015-092 (the "Resolution") approving the DEVELOPER'S site plan, with conditions, to construct a hotel and certain improvements (the "Hotel") on the subject Property. As a condition to approval of the Resolution, the DEVELOPER agreed to construct a new water line in the right-of-way of NW 1<sup>st</sup> Avenue in order to serve the Hotel (the "New Water Line"). Pursuant to the terms of the attached Development Agreement, the DEVELOPER will construct the New Water Line extending from NW 1<sup>st</sup> Street to NW 2<sup>nd</sup> Street and shall be responsible for any and all costs and fees related to the installation and construction of the New Water Line. The DEVELOPER is required to complete construction of the New Water Line prior to the issuance of the final certificate of occupancy for the Hotel.

Additionally, it is important to note that the DEVELOPER has previously paid the CITY water impact fees and connection fees in the amount of \$44,467.00 associated with the development, permitting and construction of the Hotel. The developer's agreement indicates the City cost is \$67,090.00 not to exceed \$73,800.00 to provide for a 10% contingency for unforeseen costs. All cost will be paid to the developer as a reimbursement. The DEVELOPER and CITY agree that there is sufficient water capacity in the existing water lines to service the subject Property throughout the development and construction of the Hotel, including sufficient water service for fire safety, without the need for new lines or service during that time. The DEVELOPER AND CITY further agree that after the New Water Line is installed, there will be sufficient water capacity to provide operational service for the Hotel. The proposed construction and installation of the New Water Line is in conformity with the CITY'S contemplated improvements and additions to the regional water system.

Section 27-212 of the City Code of Ordinances (the "City Code"), provides that a developer contribution credit against City-imposed water connection fees and impact fees may be granted in exchange for the construction and installation of water system facilities or improvements and additions to them. Pursuant to Section 27-212 of the City Code, credits against connection fees and impact fees are to be issued pursuant to a contribution agreement between the CITY and the DEVELOPER. In accordance with Section 27-212 of the City Code, the DEVELOPER is entitled to a credit against CITY-imposed water connection fees and impact fees for the construction and installation of the New Water Line associated with the development of the Hotel.

In consideration of the contribution and timely performance of the DEVELOPER'S obligations (as provided in the Development Agreement), the CITY agrees to apply all New Water Line installation costs as a credit against any City-imposed water impact fees, which include connection fees as defined in the City Code, arising from the development of the Hotel, subject to the standards of valuation and limitations set forth in Section 27-212(b) of the City Code.

Pursuant to the terms of the attached Contribution Agreement, the DEVELOPER'S costs and fees associated with constructing the New Water Line shall be credited against all CITY-imposed water impact fees, which include connection fees as defined in the City Code, upon DEVELOPER'S completion of the New Water Line and further provided that the *(1) New Water Line has been constructed and installed in accordance with plans accepted and approved by City and certified by Broward County Department of Health (2) and the total amount of water impact fee credits granted shall not exceed the total amount of City-imposed water impact fees due for the Hotel* as authorized pursuant to Section 27-212 of the City Code. Upon completion of the New Water Line and



DEVELOPER'S obligations (as provided in the Development Agreement), eligible water impact fee credits shall be refunded by the CITY to the DEVELOPER.

Additionally, the DEVELOPER has agreed to design, permit and construct an extension of the New Water Line in the right-of-way of NW 1<sup>st</sup> Avenue extending from NW 1<sup>st</sup> Street to Dania Beach Boulevard (the "New Water Line Extension") for the CITY, subject to the CITY'S contribution and reimbursement of cost and fees associated with installation and construction of the New Water Line Extension.

Pursuant to the terms of the attached Development Agreement, the DEVELOPER agrees to design, permit and construct the New Water Line Extension for the CITY at a cost of \$67,090.00 (the "CITY'S Contribution") provided that the New Water Line Extension has been constructed and installed in accordance with plans accepted and approved by the CITY and certified by the Broward County Department of Health.

In the event that the cost of the New Water Line Extension is increased because of Change Orders which are required, the CITY'S Contribution may be increased from a total Contribution of \$67,090 to an amount not to exceed a total Contribution of \$73,800.00 if the CITY finds that such Change Orders are warranted, reasonable and consistent with CITY'S purposes in making the Contribution, subject to the CITY'S written approval and prior authorization. The DEVELOPER is required to complete construction of the New Water Line Extension prior to the issuance of the final certificate of occupancy for the Hotel.

As such, the Public Services Department is concurrently seeking approval and authorization of the expenditure of budgeted funds for the design, permitting and construction of the New Water Line Extension. The Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission. City Code Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at \$25,000.00 for a vendor each fiscal year.

Pursuant to and consistent with the attached Development Agreement terms, the Public Services Department seeks to reimburse the DEVELOPER for the design, permitting and construction of the New Water Line Extension during the current fiscal year, which services now exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requires Commission approval.

Utilizing engineering and construction industry standards, the Public Services Department has determined that the CITY'S Contribution for the design, permitting and construction of the New Water Line Extension is both fair and equitable and is exempt from the solicitation requirements of competitive bidding pursuant to Section 255.0525(2), Florida Statutes.

The attached Resolution authorizes payment to the DEVELOPER in excess of the City's \$25,000.00 annual vendor limit consistent with the terms of the attached Development Agreement and the CITY'S Contribution Cost for the design, permitting and construction of the New Water Line Extension.

Funding for the proposed New Water Line Extension is being requested to be appropriated from the Water Fund Reserves 401-276-00-00 to a Water Fund Capital NW 1<sup>st</sup> Avenue Waterline Account Number 401-33-43-533-63-10 in an amount not to exceed \$73,800.00.

Staff recommends approval of the attached Resolution authorizing the expenditure of budgeted funds for the design, permitting and construction of the New Water Line Extension.

## **RESOLUTION NO. 2017-112**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, WITH DANIA BEACH HOSPITALITY GROUP, LLC RELATED TO THE DEVELOPMENT OF THE WYNDHAM GARDEN HOTEL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Dania Beach Hospitality Group, LLC (the “DEVELOPER”) owns real property located in CITY, the legal description of which is attached and made a part of the attached Development Agreement (the “Property”); and

**WHEREAS**, on August 25, 2015, the City of Dania Beach, Florida (the “CITY”) passed and adopted Resolution No. 2015-092 (the “Resolution”) approving DEVELOPER’S site plan, with conditions, to construct a hotel and certain improvements (the “Hotel”) on the Property; and

**WHEREAS**, as a condition to approval of the Resolution, DEVELOPER agreed to construct a new water line in the right-of-way of NW 1<sup>st</sup> Avenue in order to serve the Hotel (the “New Water Line”); and

**WHEREAS**, DEVELOPER shall cause the New Water Line to be constructed from NW 1<sup>st</sup> Street to NW 2<sup>nd</sup> Street and shall be paid for solely by DEVELOPER; and

**WHEREAS**, DEVELOPER’S costs and fees associated with constructing the New Water Line shall be credited against all applicable Hotel-related CITY-imposed water impact fees, which include connection fees as defined in the City Code, provided that *(1) New Water Line has been constructed and installed in accordance with plans accepted and approved by City and certified by Broward County Department of Health (and) (2) the total amount of water impact fee credits granted shall not exceed the total amount of City-imposed water impact fees due for the Hotel as set forth within the terms of a separate contribution agreement between CITY and DEVELOPER authorized pursuant to Section 27-212 of the City Code; and*

**WHEREAS**, DEVELOPER agrees that it shall design, permit and construct an extension of the New Water Line in the right-of-way of NW 1<sup>st</sup> Avenue extending from NW 1<sup>st</sup> Street to Dania Beach Boulevard (the “New Water Line Extension”) for the CITY, subject to CITY’S

contribution and reimbursement of cost and fees associated with construction of the New Water Line Extension as set forth within the terms of the attached Development Agreement; and

**WHEREAS**, DEVELOPER and CITY agree that there is sufficient water capacity in the existing water lines to service the Property throughout the development and construction of the Hotel, including sufficient water service for fire safety, without the need for new lines or service during that time; and

**WHEREAS**, DEVELOPER AND CITY agree that after the New Water Line is installed, there will be sufficient water capacity to provide operational service for the Hotel;

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

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

**Section 2.** That the City Commission approves the execution of the Development Agreement, a copy of which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference, which is necessary for the development of the Wyndham Garden Hotel.

**Section 3.** That the appropriate City officials including the Mayor, City Manager and City Attorney, are authorized to execute the Development Agreement and any additional documents pertaining to the Development Agreement and to take all action necessary to implement the terms and conditions of the Development Agreement.

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

**Section 5.** The CITY, or the DEVELOPER if so requested by the City Clerk, shall record this Resolution at the DEVELOPER’S sole expense in the Public Records of Broward County, Florida.

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

**PASSED AND ADOPTED** on September 26, 2017.

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) entered into this \_\_\_\_ day of September 2017, by and between DANIA BEACH HOSPITALITY GROUP, LLC, a Florida limited liability company (the “DEVELOPER”) and the CITY OF DANIA BEACH, a Florida municipal corporation and a political subdivision of the State of Florida (the “CITY”).

### **W I T N E S S E T H:**

**WHEREAS**, DEVELOPER owns real property located at 129 N Federal Hwy in the CITY, the legal description of which is attached hereto and made a part hereof as **Exhibit “A”** (the “Property”); and

**WHEREAS**, on August 25, 2015 CITY passed and adopted Resolution No. 2015-092 (the “Resolution”) approving DEVELOPER’S site plan, with conditions, to construct a hotel and certain improvements (the “Hotel”) on the Property; and

**WHEREAS**, as a condition to approval of the Resolution, DEVELOPER agreed to construct a new water line in the right-of-way of NW 1<sup>st</sup> Avenue in order to serve the Hotel (the “New Water Line”); and

**WHEREAS**, DEVELOPER shall cause the New Water Line to be constructed from NW 1<sup>st</sup> Street to NW 2<sup>nd</sup> Street and shall be paid for solely by DEVELOPER; and

**WHEREAS**, DEVELOPER has previously paid the CITY water impact fees and connection fees in the amount of \$44,467 for development of the Hotel; and

**WHEREAS**, DEVELOPER’S costs and fees associated with constructing the New Water Line shall be credited against all CITY-imposed water impact fees, which include connection fees as defined in the City Code, upon DEVELOPER’S completion of the New Water Line and further provided that *(1) New Water Line has been constructed and installed in accordance with plans accepted and approved by City and certified by the Broward County Department of Health (2) the total amount of water impact fee credits granted shall not exceed the total amount of City-imposed water impact fees due for the Hotel as set forth within the terms of a separate contribution agreement between CITY and DEVELOPER authorized pursuant to Section 27-212 of the City Code; and*

**WHEREAS**, DEVELOPER agrees that it shall design, permit and construct an extension of the New Water Line in the right-of-way of NW 1<sup>st</sup> Avenue extending from NW 1<sup>st</sup> Street to Dania Beach Boulevard (the “New Water Line Extension”) for the CITY, subject to CITY’S contribution and reimbursement of cost and fees associated with construction of the New Water Line Extension as more particularly set forth within the terms of this Development Agreement as referenced herein; and

**WHEREAS**, DEVELOPER and CITY agree that there is sufficient water capacity in the existing water lines to service the Property throughout the development and construction of the Hotel, including sufficient water service for fire safety, without the need for new lines or service during that time; and

**WHEREAS**, DEVELOPER AND CITY agree that after the New Water Line is installed, there will be sufficient water capacity to provide operational service for the Hotel.

**NOW, THEREFORE**, for and in consideration of the mutual exchange of the promises and agreements contained herein and other good and valuable consideration, DEVELOPER and CITY hereby agree as follows:

1. **Incorporation of Whereas Clauses.** The “WHEREAS” clauses of this Agreement are true and correct and are incorporated into and made a part of this Agreement as specifically as if set forth herein.

2. **Existing Water Line.** There is sufficient water capacity in the existing water line to service the Property throughout the development and construction of the Hotel, including sufficient water service for fire safety, without the need for new lines or service during development and construction.

3. **The New Water Line.** DEVELOPER agrees to design, permit and construct the New Water Line in the right-of-way of NW 1<sup>st</sup> Avenue in order to provide capacity for the Hotel’s operational service after it is constructed. The New Water Line shall extend from NW 1<sup>st</sup> Street to NW 2<sup>nd</sup> Street and shall be paid for solely by DEVELOPER.

DEVELOPER’S costs and fees associated with constructing the New Water Line shall be credited against all CITY-imposed water impact fees, which include connection fees as defined in the City Code, upon DEVELOPER’S completion of the New Water Line and further provided that *(1) New Water Line has been constructed and installed in accordance with plans accepted and approved by CITY and certified by Broward County Department of Health and (2) the total amount of water impact fee credits granted shall not exceed the total amount of City-imposed water impact fees due for the Hotel* as set forth within the terms of a separate contribution agreement between CITY and DEVELOPER authorized pursuant to Section 27-212 of the City Code.

DEVELOPER shall complete the New Water Line prior to the issuance of the final certificate of occupancy for the Hotel. DEVELOPER acknowledges that although the New Water Line is located in the City of Dania Beach, other Governmental Authorities have jurisdiction over certain aspects of the New Water Line. DEVELOPER will be responsible for all applications and submissions required by other Governmental Authorities, and for obtaining all Governmental Approvals required for the development, construction and completion of the New Water Line.

4. **The New Water Line Extension.** DEVELOPER agrees to design, permit and construct the New Water Line Extension in the right-of-way of NW 1<sup>st</sup> Avenue extending from NW 1<sup>st</sup> Street to Dania Beach Boulevard for the City at a cost of \$67,090 (the “City’s Contribution”) provided that the New Water Line Extension has been constructed and installed in accordance with plans accepted and approved by CITY and certified by Broward County Department of Health.

In the event that the New Water Line is increased because of a Change Orders which are required, the City’s Contribution may be increased from a total Contribution of \$67,090 to an amount not to exceed a total Contribution of \$ 73,800 if the City finds that such Change Orders are warranted, reasonable and consistent with City’s purposes in making the Contribution, subject to City’s written approval and prior authorization.

DEVELOPER shall complete the New Water Line Extension prior to the issuance of the final certificate of occupancy for the Hotel. DEVELOPER acknowledges that although the New Water Line Extension is located in the City of Dania Beach, other Governmental Authorities have jurisdiction over certain aspects of the New Water Line Extension. DEVELOPER will be responsible for all applications and submissions required by other Governmental Authorities, and for obtaining all Governmental Approvals required for the development, construction and completion of the New Water Line Extension.

5. **CITY Cooperation.** CITY hereby covenants and agrees to cooperate with DEVELOPER in any and all respects that may be requested by DEVELOPER regarding permitting and access involving the New Water Line and the New Water Line Extension.

6. **Amendments.** No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by CITY and DEVELOPER.

7. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending by overnight delivery services, and three (3) business days after mailing, if sent by certified mail. Notices shall be addressed as provided below:

As to CITY:

Mr. Robert Baldwin  
City Manager  
City of Dania Beach  
100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

with a copy to:  
Thomas J. Ansbro, Esq.



City Attorney  
City of Dania Beach  
100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

As to DEVELOPER:

Mr. Jose D. Berman  
President  
AD 1 Management, Inc.  
1955 Harrison St. Suite 202  
Hollywood FL 33020

and:

Mr. Gilberto Sanchez  
AD 1 Global LLC  
2028 Harrison St. Suite 202  
Hollywood FL 33020

with a copy to:  
Stephen K. Tilbrook, Esq.  
GrayRobinson, P.A.  
401 East Las Olas Blvd.  
Suite 1000  
Fort Lauderdale, FL 33301

8. **Effective Date of the Agreement.** This Agreement shall become effective upon City Commission approval and execution by the DEVELOPER and CITY.

9. **Recording.** This Agreement shall be recorded in the Public Records of Broward County, Florida, and shall run with the land. The DEVELOPER shall pay the cost of recording this Agreement.

10. **Term of Agreement; Termination.** This Agreement shall run with the land, remain in full force and effect, and be binding on all parties and all persons claiming under it for a term of two (2) years from the Effective Date, which may be extended upon the mutual consent of CITY and DEVELOPER pursuant to joint execution and recording of a document modifying the term hereof. . Notwithstanding the foregoing, upon completion of all of DEVELOPER'S obligations hereunder, CITY, through the City Manager (and without further notice from or action by CITY), shall promptly cause to be executed and delivered to DEVELOPER to record in the Public Records of Broward County, Florida, a certificate that is binding on the CITY stating that all of the improvements referenced herein, relating to the New Water Line and the New Water Line Extension, have been completed to CITY'S satisfaction, and DEVELOPER has no further obligations hereunder (the "Certificate of Completion"). The Certificate of Completion,

when executed and recorded, shall be conclusive evidence of the termination of the Agreement and all obligations thereunder. In the event that DEVELOPER reasonably believes that all of its obligations hereunder have been satisfied, then DEVELOPER may deliver written notice to CITY asserting the completion of all such obligations (the "Notice"). CITY shall consider such Notice and inspect the work or proof of completion as it deems reasonably necessary, and within ninety (90) days of delivery of the Notice shall either deliver the Certificate of Completion to DEVELOPER, or, if CITY in good faith believes that any of the express obligations of DEVELOPER under this Agreement have not been completed, deliver a detailed and comprehensive list of all such unfinished obligations to DEVELOPER. Where the list of unfinished obligations is delivered to DEVELOPER, CITY and DEVELOPER shall diligently work together, in good faith and with best efforts, to resolve all such unfinished obligations and cause the Certificate of Completion to be issued as soon as possible thereafter.

11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

12. **Waiver.** The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

13. **Governing Law and Venue.** This Agreement will be interpreted and enforced in accordance with Florida and federal law. Venue for any litigation arising out of this Agreement will be Broward County, Florida. The parties hereby voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance hereof.

14. **Attorneys' Fees.** In the event of any controversy arising under or related to the interpretation or implementation of this Agreement or any breach thereof, the CITY or DEVELOPER, as the case may be, as the prevailing party, shall be entitled to payment for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and cost incurred in connection therewith both at the trial and appellate levels.

15. **Indemnification from General Contractor.** DEVELOPER covenants and agrees that any contracts for work entered into by DEVELOPER or other contractor in privity with the DEVELOPER will indemnify, defend (with counsel approved by the CITY) and hold harmless CITY from and against any and all claims, damage, demands, fines, lawsuits, actions, proceedings, orders, decrees, judgments, costs, and expenses of any kind or nature, including Attorneys' Fees and expert witness fees (all of the foregoing, collectively, "Losses"), resulting directly or indirectly from, out of, or in connection with the development and construction of the New Water Line and the New Water Line Extension by the general contractor, its employees, agents, and subcontractors. This indemnification includes, without limitation, indemnification against the following: (i) Losses due to injury or damage to person or property (including death); and (ii) Losses resulting from any negligent act or omission, operation, or work of general contractor, its employees, agents or subcontractors in connection with the services required by

this Agreement in connection with the development and construction of the New Water Line and the New Water Line Extension by the general contractor or its employees, agents, and subcontractors.

16. **City's Tort Liability.** Any tort liability to which the City is exposed under this Agreement will be limited to the extent permitted by applicable law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as may be amended, which statutory limitations will be applied as if the parties had not entered into this Agreement. The City expressly does not waive any of its rights and immunities under applicable law.

17. **Miscellaneous.**

a) **Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument

b) **Construction of Agreement.** Both parties to this Agreement 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 the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations set forth in this Agreement.

c) **No Personal Liability of CITY.** The CITY is a municipal government, and no individual elected official, employee, agent, or representative of CITY will have any personal liability under this Agreement or any document executed in connection with this Agreement.

d) **No Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

e) **Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

f) **Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.

g) **Signatories' Authority.** The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the

party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular.

h) Successors and Assigns. This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the CITY and the DEVELOPER, and their permitted legal representatives, successors, and assigns.

i) Time of the Essence. All time limits and obligation in this Agreement are of the essence.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

The parties have signed this Agreement on the dates set forth below their respective signatures.

**DEVELOPER:**

**DANIA BEACH HOSPITALITY GROUP, LLC,**  
a Florida limited liability company,

By: AD 1 Management, Inc., a Florida  
corporation, as Manager

By: \_\_\_\_\_  
Jose D. Berman, President

Date: \_\_\_\_\_, 2017

Attested:

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF FLORIDA       )  
                                          ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2017,  
by \_\_\_\_\_, as \_\_\_\_\_ of **DANIA BEACH  
HOSPITALITY GROUP, LLC**, a Florida limited liability company, who is personally known to  
me or produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

(SEAL)

My Commission expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**CITY:**

CITY OF DANIA BEACH

By: \_\_\_\_\_  
Tamara James, Mayor

Dated: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Louise Stilson, City Clerk

STATE OF FLORIDA       )  
                                      : SS  
COUNTY OF BROWARD   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Tamara James**, as Mayor of the City of Dania Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY PUBLIC:

(SEAL)

My Commission expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**Exhibit "A"**

**PROPERTY**

**Parcel 1:**

Lots 9 and 12, LESS the East 8 feet thereof, and Lots 10 and 11, Block 10, TOWN OF MODELO (now Dania), according to the map or plat thereof, as recorded in Plat Book "B", Page 49, of the Public Records of Miami - Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

**Parcel 2:**

Lots 13, 14, 15 and 16, LESS the East 8 feet of Lots 13 and 16, Block 10, Town of Modelo (Now Dania), according to the map or plat thereof, as recorded in Plat Book "B", Page 49, of the Public Records of Miami - Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRIBUTION AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, WITH DANIA BEACH HOSPITALITY GROUP, LLC FOR A WATER IMPACT FEE CREDIT RELATED TO THE DEVELOPMENT THE WYNDHAM GARDENS HOTEL; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Memo, Resolution & Exhibit A-Contribution Agreement





# City of Dania Beach

## Department of Public Services

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

### MEMORANDUM

TO: Mayor Tamara James  
Vice Mayor Bill Harris  
Commissioner Chickie Brandimarte  
Commissioner Marco Salvino, Sr.  
Commissioner Bobbie H. Grace

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: September 12, 2017

RE: Adopt Resolution - Approving and Authorizing Execution of Development Agreement between Dania Beach Hospitality, LLC and the City Related to Development of the Wyndham Garden Hotel

Adopt Resolution - Approving and Authorizing Execution of Contribution Agreement between Dania Beach Hospitality, LLC and the City Related to Development of the Wyndham Garden Hotel

Adopt Resolution - Approving and Authorizing the Expenditure of Funds for the Design, Permitting and Construction of Water Infrastructure Improvements located within the right-of-way of NW 1<sup>st</sup> Avenue (Extending From NW 1<sup>st</sup> Street to Dania Beach Boulevard)

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### **Introduction and Background**

Dania Beach Hospitality Group, LLC (the “DEVELOPER”) owns real property located at 129 N Federal Hwy within the CITY, the legal description of which is attached to and made a part of both the attached Development Agreement and Contribution Agreement (the “Property”). It is being developed as a Wyndham Hotel.

On August 25, 2015, the CITY passed and adopted Resolution No. 2015-092 (the "Resolution") approving the DEVELOPER'S site plan, with conditions, to construct a hotel and certain improvements (the "Hotel") on the subject Property. As a condition to approval of the Resolution, the DEVELOPER agreed to construct a new water line in the right-of-way of NW 1<sup>st</sup> Avenue in order to serve the Hotel (the "New Water Line"). Pursuant to the terms of the attached Development Agreement, the DEVELOPER will construct the New Water Line extending from NW 1<sup>st</sup> Street to NW 2<sup>nd</sup> Street and shall be responsible for any and all costs and fees related to the installation and construction of the New Water Line. The DEVELOPER is required to complete construction of the New Water Line prior to the issuance of the final certificate of occupancy for the Hotel.

Additionally, it is important to note that the DEVELOPER has previously paid the CITY water impact fees and connection fees in the amount of \$44,467.00 associated with the development, permitting and construction of the Hotel. The developer's agreement indicates the City cost is \$67,090.00 not to exceed \$73,800.00 to provide for a 10% contingency for unforeseen costs. All cost will be paid to the developer as a reimbursement. The DEVELOPER and CITY agree that there is sufficient water capacity in the existing water lines to service the subject Property throughout the development and construction of the Hotel, including sufficient water service for fire safety, without the need for new lines or service during that time. The DEVELOPER AND CITY further agree that after the New Water Line is installed, there will be sufficient water capacity to provide operational service for the Hotel. The proposed construction and installation of the New Water Line is in conformity with the CITY'S contemplated improvements and additions to the regional water system.

Section 27-212 of the City Code of Ordinances (the "City Code"), provides that a developer contribution credit against City-imposed water connection fees and impact fees may be granted in exchange for the construction and installation of water system facilities or improvements and additions to them. Pursuant to Section 27-212 of the City Code, credits against connection fees and impact fees are to be issued pursuant to a contribution agreement between the CITY and the DEVELOPER. In accordance with Section 27-212 of the City Code, the DEVELOPER is entitled to a credit against CITY-imposed water connection fees and impact fees for the construction and installation of the New Water Line associated with the development of the Hotel.

In consideration of the contribution and timely performance of the DEVELOPER'S obligations (as provided in the Development Agreement), the CITY agrees to apply all New Water Line installation costs as a credit against any City-imposed water impact fees, which include connection fees as defined in the City Code, arising from the development of the Hotel, subject to the standards of valuation and limitations set forth in Section 27-212(b) of the City Code.

Pursuant to the terms of the attached Contribution Agreement, the DEVELOPER'S costs and fees associated with constructing the New Water Line shall be credited against all CITY-imposed water impact fees, which include connection fees as defined in the City Code, upon DEVELOPER'S completion of the New Water Line and further provided that the *(1) New Water Line has been constructed and installed in accordance with plans accepted and approved by City and certified by Broward County Department of Health (2) and the total amount of water impact fee credits granted shall not exceed the total amount of City-imposed water impact fees due for the Hotel* as authorized pursuant to Section 27-212 of the City Code. Upon completion of the New Water Line and

DEVELOPER'S obligations (as provided in the Development Agreement), eligible water impact fee credits shall be refunded by the CITY to the DEVELOPER.

Additionally, the DEVELOPER has agreed to design, permit and construct an extension of the New Water Line in the right-of-way of NW 1<sup>st</sup> Avenue extending from NW 1<sup>st</sup> Street to Dania Beach Boulevard (the "New Water Line Extension") for the CITY, subject to the CITY'S contribution and reimbursement of cost and fees associated with installation and construction of the New Water Line Extension.

Pursuant to the terms of the attached Development Agreement, the DEVELOPER agrees to design, permit and construct the New Water Line Extension for the CITY at a cost of \$67,090.00 (the "CITY'S Contribution") provided that the New Water Line Extension has been constructed and installed in accordance with plans accepted and approved by the CITY and certified by the Broward County Department of Health.

In the event that the cost of the New Water Line Extension is increased because of Change Orders which are required, the CITY'S Contribution may be increased from a total Contribution of \$67,090 to an amount not to exceed a total Contribution of \$73,800.00 if the CITY finds that such Change Orders are warranted, reasonable and consistent with CITY'S purposes in making the Contribution, subject to the CITY'S written approval and prior authorization. The DEVELOPER is required to complete construction of the New Water Line Extension prior to the issuance of the final certificate of occupancy for the Hotel.

As such, the Public Services Department is concurrently seeking approval and authorization of the expenditure of budgeted funds for the design, permitting and construction of the New Water Line Extension. The Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission. City Code Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at \$25,000.00 for a vendor each fiscal year.

Pursuant to and consistent with the attached Development Agreement terms, the Public Services Department seeks to reimburse the DEVELOPER for the design, permitting and construction of the New Water Line Extension during the current fiscal year, which services now exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requires Commission approval.

Utilizing engineering and construction industry standards, the Public Services Department has determined that the CITY'S Contribution for the design, permitting and construction of the New Water Line Extension is both fair and equitable and is exempt from the solicitation requirements of competitive bidding pursuant to Section 255.0525(2), Florida Statutes.

The attached Resolution authorizes payment to the DEVELOPER in excess of the City's \$25,000.00 annual vendor limit consistent with the terms of the attached Development Agreement and the CITY'S Contribution Cost for the design, permitting and construction of the New Water Line Extension.

Funding for the proposed New Water Line Extension is being requested to be appropriated from the Water Fund Reserves 401-276-00-00 to a Water Fund Capital NW 1<sup>st</sup> Avenue Waterline Account Number 401-33-43-533-63-10 in an amount not to exceed \$73,800.00.

Staff recommends approval of the attached Resolution authorizing the expenditure of budgeted funds for the design, permitting and construction of the New Water Line Extension.

## **RESOLUTION NO. 2017-113**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRIBUTION AGREEMENT AND ANY ADDITIONAL DOCUMENTS PERTAINING TO THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT, WITH DANIA BEACH HOSPITALITY GROUP, LLC FOR A WATER IMPACT FEE CREDIT RELATED TO THE DEVELOPMENT OF THE WYNDHAM GARDEN HOTEL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Dania Beach Hospitality Group, LLC (the “Developer”) owns real property located in the City, the legal description of which is attached and made a part of the attached Contribution Agreement (the “Property”); and

**WHEREAS**, on August 25, 2015, the City of Dania Beach, Florida (the “City”) passed and adopted Resolution No. 2015-092 (the “Resolution”) approving Developer’s site plan, with conditions, to construct a hotel and certain improvements (the “Hotel”) on the Property; and

**WHEREAS**, the City and Developer entered into a Development Agreement in which Developer has agreed to construct certain off-site improvements pursuant and subject to the terms and conditions in it (the “Development Agreement”); and

**WHEREAS**, the Developer has agreed to construct a new off-site water line in conformance with the relevant provisions of the Development Agreement (the “New Water Line”) provided, among other things, that the cost of construction and installation of the New Water Line may be credited against City-imposed water impact fees, arising from development of the Wyndham Garden Hotel; and

**WHEREAS**, Chapter 27, ARTICLE IV “Water And Sewer System Impact Fees,” Section 27-212 “Developer Contribution Credit” of the City Code of Ordinances (the “City Code”), allows for impact fee credits to be granted by the City Commission for the construction and installation of water system facilities or improvements made as identified within the Contribution Agreement attached as Exhibit “A” and incorporated into this Resolution; and

**WHEREAS**, the City Commission finds that the proposed construction and installation of the New Water Line is in conformity with the City’s contemplated improvement and additions to the regional sewer system; and

**WHEREAS**, the City Commission finds that the proposed New Water Line, viewed in conjunction with other existing or proposed plans, will not adversely impact the cash flow or liquidity of the water system impact fee reserve account in such a way to frustrate or interfere with other planned or ongoing growth-necessitated capital improvements and additions to the regional water system; and

**WHEREAS**, the City Commission finds that the proposed New Water Line, viewed in conjunction with other existing or proposed plans, will not create a detrimental imbalance between the treatment and transmission capabilities of the regional water system; and

**WHEREAS**, the proposed plan is consistent with the public interest; and

**WHEREAS**, the proposed time schedule for completion of the New Water Line is consistent with the City's most recently adopted five-year capital improvement program for the regional water system; and

**WHEREAS**, in accordance with Section 27.212 of the City Code, the Developer is entitled to a credit against City-imposed water impact fees for the construction and installation of the New Water Line associated with the development of the Wyndham Garden Hotel;

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

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

**Section 2.** That the City Commission approves the execution of the Contribution Agreement, a copy of which is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference, authorizing a credit against City-imposed water impact fees for the construction and installation of the New Water Line associated with the development of the Wyndham Garden Hotel.

**Section 3.** That the appropriate City officials including the Mayor, City Manager and City Attorney, are authorized to execute the Contribution Agreement and any additional documents pertaining to the Contribution Agreement and to take all action necessary to implement the terms and conditions of the Contribution Agreement.

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

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

**Section 6.** That the City Clerk shall record this Resolution in the official records of Broward County within fourteen (14) days after the parties have executed the Contribution Agreement.

**PASSED AND ADOPTED** on September 26, 2017.

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

**CONTRIBUTION AGREEMENT BETWEEN THE CITY OF DANIA BEACH,  
FLORIDA AND DANIA BEACH HOSPITALITY GROUP, LLC**

This Contribution Agreement (“Contribution Agreement”) is made as of this \_\_\_\_ day of September, 2017 by and between Dania Beach Hospitality Group, LLC, a Florida limited liability company (the “Developer”) and the CITY OF DANIA BEACH, a municipal corporation and political subdivision of the State of Florida (the “City”).

**W I T N E S S E T H:**

**WHEREAS**, Developer owns real property located at 129 N Federal Hwy in the City, the legal description of which is attached hereto and made a part hereof as **Exhibit “A”** (the “Property”); and

**WHEREAS**, on August 25, 2015, the City passed and adopted Resolution No. 2015-092 (the “Resolution”) approving Developer’s site plan, with conditions, to construct a hotel and certain improvements (the “Hotel”) on the Property; and

**WHEREAS**, the City of Dania Beach, Florida (the “City”) and Dania Beach Hospitality Group, LLC (the “Developer”) entered into a Development Agreement dated September \_\_\_\_, 2017 and approved by Resolution No. 2017-\_\_\_\_, wherein Developer has agreed to construct certain off-site improvements pursuant and subject to the terms and conditions therein (the “Development Agreement”); and

**WHEREAS**, Section 27-212 of the City Code of Ordinances (the “City Code”), provides that a developer contribution credit against City-imposed water connection fees and impact fees may be granted in exchange for the construction and installation of water system facilities or improvements and additions to them; and

**WHEREAS**, DEVELOPER has previously paid the CITY water impact fees and connection fees in the amount of \$44,467 for the development of the Hotel; and

**WHEREAS**, pursuant to Section 27-212 of the City Code, credits against connection fees and impact fees are to be issued pursuant to a contribution agreement between City and the Developer; and

**WHEREAS**, the Developer has agreed to construct a new off-site water line in conformance with the relevant provisions of the Development Agreement (the “New Water Line”), provided, among other things, that the cost of construction and installation of the New Water Line (the “New Water Line Installation Costs”) shall be credited against City-imposed water connection and impact fees arising from development of the Hotel, subject to the terms and conditions as more particularly set forth herein; and



**WHEREAS**, the proposed construction and installation of the New Water Line is in conformity with the City's contemplated improvement and additions to the regional water system; and

**WHEREAS**, the New Water Line is consistent with both the public interest and with the City's Comprehensive Plan; and

**WHEREAS**, the City and Developer agree and acknowledge this Contribution Agreement shall not be construed or characterized as a development agreement under F.S. §§ 163.3220 through 163.3243 (the "Florida Local Government Development Agreement Act"); and

**WHEREAS**, in accordance with Section 27-212 of the City Code, the Developer is entitled to a credit against City-imposed water connection fees and impact fees for the construction and installation of the New Water Line associated with the development of the Hotel.

**NOW, THEREFORE**, in consideration of mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitations contained in the "Whereas Clauses" are true and correct and are incorporated into and made a part of this Agreement as specially set forth herein.

2. Developer, or its successors or assigns pursuant to Section 6 below, hereby agrees to install, or cause to be installed, the New Water Line and to pay all New Water Line Installation Costs. In consideration of such payment and the timely performance of Developer's obligations (as provided in the Development Agreement), City hereby agrees to apply all New Water Line Installation Costs as a credit against any City-imposed water impact fees, which include connection fees as defined in the City Code, arising from the development of the Hotel, subject to the standards of valuation and limitations set forth in Section 27-212(b) of the City Code. Upon completion of the New Water Line and Developer's obligations (as provided in the Development Agreement), eligible water impact fee credits shall be refunded by the City to the Developer.

3. Unless otherwise agreed between Developer and City pursuant to an amendment to this Contribution Agreement or another cost sharing agreement, City and Developer agree that the total amount of water impact fee credits granted shall not exceed the total amount of City-imposed water impact fees due for the Hotel. City and Developer further agree that New Water Line Installation Costs, which exceeds the total amount of City-imposed water impact fees due for the Hotel, shall not be eligible or qualify as a future reimbursement or water impact fee credit to Developer.

4. This Contribution Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Contribution Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Contribution Agreement shall not be more strictly construed against any one of the parties hereto. All parties

agree particularly that this Contribution Agreement is bound by the terms of Chapter 27, ARTICLE IV “Water and Sewer Impact Fees” of the City Code (the “Impact Fee Ordinance”) and any other applicable City Ordinances (collectively “Ordinances”). Any and all applicable terms of those Ordinances shall be considered incorporated herein by reference. If there is any inconsistency found between this Contribution Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable; provided, however, that if such an inconsistency is found, City and Developer shall, in good faith and with reasonable diligence, modify this Contribution Agreement to comply with such Ordinances or applicable law in a manner which best reflects the intent of this Contribution Agreement.

5. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by City and Developer. In the event state or federal laws are enacted after the execution of this Contribution Agreement, which are applicable to and preclude in whole or in part the parties’ compliance with the terms or conditions of this Contribution Agreement, then in such event this Contribution Agreement shall be modified or revoked as is necessary to comply with such laws, in a manner which best reflects the intent of this Contribution Agreement.

6. The rights and obligations under this Contribution Agreement shall inure to Developer’s successors and assigns; provided, however, that in the event that Developer conveys all or substantially all of the Property to a third party who expressly assumes the obligations of Developer hereunder, then Developer shall deliver not less than thirty (30) days’ advance written notice of such conveyance and assumption to City.

7. It is understood and agreed that this Contribution Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contribution Agreement that are not contained in this document, except for the relevant provisions of the Development Agreement concerning the New Water Line and New Water Line Installation Costs as previously referenced herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending by overnight delivery services, and three (3) business days after mailing, if sent by certified mail. Notices shall be addressed as provided below:

As to CITY:

Mr. Robert Baldwin  
City Manager  
City of Dania Beach  
100 W. Dania Beach Boulevard

Dania Beach, Florida 33004

with a copy to:

Thomas J. Ansbro, Esq.  
City Attorney  
City of Dania Beach  
100 W. Dania Beach Boulevard  
Dania Beach, Florida 33004

As to DEVELOPER:

Mr. Jose D. Berman  
President  
AD 1 Management, Inc.  
1955 Harrison St. Suite 202  
Hollywood FL 33020

and:

Mr. Gilberto Sanchez  
AD 1 Global LLC  
2028 Harrison St. Suite 202  
Hollywood FL 33020

with a copy to:

Stephen K. Tilbrook, Esq.  
GrayRobinson, P.A.  
401 East Las Olas Blvd.  
Suite 1000  
Fort Lauderdale, FL 33301

9. The parties agree that this Contribution Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

10. The Developer agrees to provide for and retain adequate records and supporting documentation, which concern the New Water Line and reflect the New Water Line Installation Costs. This information shall be available to the City, or its duly authorized agent or representative, for audit, inspection or copying, for a minimum of five (5) years from the termination of this Contribution Agreement.

11. The parties agree to comply with the City's risk management guidelines which may be established by the City's Risk Manager from time to time, including but not limited to, insurance and indemnification acceptable to the City, provided that such guidelines are

reasonable and otherwise reasonably conform with risk management guidelines for municipalities in South Florida.

12. The Developer acknowledges that the failure of the Contribution Agreement to address any permit, condition, term or restriction shall not relieve either the Developer, or their successors, of the necessity of complying with any law, ordinance, rule or regulation governing permitting requirements, conditions, terms or restrictions.

13. An annual review and audit of performance under this Contribution Agreement shall be performed by the City to determine whether or not there has been demonstrated good faith compliance with the terms of this Contribution Agreement and to report the credit applied toward payment of City-imposed water impact fees and the balance of available unused credit. If the City Commission, in good faith, finds, on the basis of competent substantial evidence reasonably related to the New Water Line, that there has been a failure to comply with the terms of this Contribution Agreement, the Contribution Agreement may be revoked or modified by the City.

14. In the event of a dispute under this Contribution Agreement, either party may file an action for injunctive relief in the Circuit Court of Broward County, Florida, to enforce the terms of this Contribution Agreement, said remedy being cumulative with any and all other remedies available to the parties for the enforcement of this Contribution Agreement.

15. This Contribution Agreement shall be recorded by the City in the Official Records of Broward County, Florida, within fourteen (14) days of execution of this Contribution Agreement by the parties. The Developer shall pay all costs of recording this Contribution Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made this Amendment on the date first above written.

CITY:

CITY OF DANIA BEACH

By: \_\_\_\_\_  
Tamara James, Mayor

Dated: \_\_\_\_\_

ATTEST:

(SEAL)

\_\_\_\_\_  
Louise Stilson, City Clerk

STATE OF FLORIDA        )  
                                      : SS  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **Tamara James**, as Mayor of the City of Dania Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY PUBLIC:

(SEAL)

My Commission expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

**DEVELOPER:**

**DANIA BEACH HOSPITALITY GROUP, LLC**, a Florida limited liability company

\_\_\_\_\_  
(Signature)

By: AD1 Management, Inc., a Florida corporation,  
as manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Jose D. Berman, President

\_\_\_\_\_  
Print Name

Dated: \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF FLORIDA            )  
                                          ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, as \_\_\_\_\_ of **DANIA BEACH HOSPITALITY GROUP, LLC**, a Florida limited liability company, who is personally known to me or produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

(SEAL)

My Commission expires:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**Exhibit "A"**

**PROPERTY**

**Parcel 1:**

Lots 9 and 12, LESS the East 8 feet thereof, and Lots 10 and 11, Block 10, TOWN OF MODELO (now Dania), according to the map or plat thereof, as recorded in Plat Book "B", Page 49, of the Public Records of Miami - Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

**Parcel 2:**

Lots 13, 14, 15 and 16, LESS the East 8 feet of Lots 13 and 16, Block 10, Town of Modelo (Now Dania), according to the map or plat thereof, as recorded in Plat Book "B", Page 49, of the Public Records of Miami - Dade County, Florida, said lands situate, lying and being in Broward County, Florida.

# 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 WATER INFRASTRUCTURE IMPROVEMENTS FOR THE NW 1ST AVENUE WATERLINE FOR FISCAL YEAR 2017-2018, IN AN AMOUNT NOT TO EXCEED SEVENTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$73,800.00) PAYABLE TO DANIA BEACH HOSPITALITY GROUP, LLC WITHOUT COMPETITIVE BIDDING; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Memo , Resolution





# City of Dania Beach

## Department of Public Services

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

### MEMORANDUM

TO: Mayor Tamara James  
Vice Mayor Bill Harris  
Commissioner Chickie Brandimarte  
Commissioner Marco Salvino, Sr.  
Commissioner Bobbie H. Grace

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: September 12, 2017

RE: Adopt Resolution - Approving and Authorizing Execution of Development Agreement between Dania Beach Hospitality, LLC and the City Related to Development of the Wyndham Garden Hotel

Adopt Resolution - Approving and Authorizing Execution of Contribution Agreement between Dania Beach Hospitality, LLC and the City Related to Development of the Wyndham Garden Hotel

Adopt Resolution - Approving and Authorizing the Expenditure of Funds for the Design, Permitting and Construction of Water Infrastructure Improvements located within the right-of-way of NW 1<sup>st</sup> Avenue (Extending From NW 1<sup>st</sup> Street to Dania Beach Boulevard)

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### **Introduction and Background**

Dania Beach Hospitality Group, LLC (the “DEVELOPER”) owns real property located at 129 N Federal Hwy within the CITY, the legal description of which is attached to and made a part of both the attached Development Agreement and Contribution Agreement (the “Property”). It is being developed as a Wyndham Hotel.

On August 25, 2015, the CITY passed and adopted Resolution No. 2015-092 (the "Resolution") approving the DEVELOPER'S site plan, with conditions, to construct a hotel and certain improvements (the "Hotel") on the subject Property. As a condition to approval of the Resolution, the DEVELOPER agreed to construct a new water line in the right-of-way of NW 1<sup>st</sup> Avenue in order to serve the Hotel (the "New Water Line"). Pursuant to the terms of the attached Development Agreement, the DEVELOPER will construct the New Water Line extending from NW 1<sup>st</sup> Street to NW 2<sup>nd</sup> Street and shall be responsible for any and all costs and fees related to the installation and construction of the New Water Line. The DEVELOPER is required to complete construction of the New Water Line prior to the issuance of the final certificate of occupancy for the Hotel.

Additionally, it is important to note that the DEVELOPER has previously paid the CITY water impact fees and connection fees in the amount of \$44,467.00 associated with the development, permitting and construction of the Hotel. The developer's agreement indicates the City cost is \$67,090.00 not to exceed \$73,800.00 to provide for a 10% contingency for unforeseen costs. All cost will be paid to the developer as a reimbursement. The DEVELOPER and CITY agree that there is sufficient water capacity in the existing water lines to service the subject Property throughout the development and construction of the Hotel, including sufficient water service for fire safety, without the need for new lines or service during that time. The DEVELOPER AND CITY further agree that after the New Water Line is installed, there will be sufficient water capacity to provide operational service for the Hotel. The proposed construction and installation of the New Water Line is in conformity with the CITY'S contemplated improvements and additions to the regional water system.

Section 27-212 of the City Code of Ordinances (the "City Code"), provides that a developer contribution credit against City-imposed water connection fees and impact fees may be granted in exchange for the construction and installation of water system facilities or improvements and additions to them. Pursuant to Section 27-212 of the City Code, credits against connection fees and impact fees are to be issued pursuant to a contribution agreement between the CITY and the DEVELOPER. In accordance with Section 27-212 of the City Code, the DEVELOPER is entitled to a credit against CITY-imposed water connection fees and impact fees for the construction and installation of the New Water Line associated with the development of the Hotel.

In consideration of the contribution and timely performance of the DEVELOPER'S obligations (as provided in the Development Agreement), the CITY agrees to apply all New Water Line installation costs as a credit against any City-imposed water impact fees, which include connection fees as defined in the City Code, arising from the development of the Hotel, subject to the standards of valuation and limitations set forth in Section 27-212(b) of the City Code.

Pursuant to the terms of the attached Contribution Agreement, the DEVELOPER'S costs and fees associated with constructing the New Water Line shall be credited against all CITY-imposed water impact fees, which include connection fees as defined in the City Code, upon DEVELOPER'S completion of the New Water Line and further provided that the *(1) New Water Line has been constructed and installed in accordance with plans accepted and approved by City and certified by Broward County Department of Health (2) and the total amount of water impact fee credits granted shall not exceed the total amount of City-imposed water impact fees due for the Hotel* as authorized pursuant to Section 27-212 of the City Code. Upon completion of the New Water Line and

DEVELOPER'S obligations (as provided in the Development Agreement), eligible water impact fee credits shall be refunded by the CITY to the DEVELOPER.

Additionally, the DEVELOPER has agreed to design, permit and construct an extension of the New Water Line in the right-of-way of NW 1<sup>st</sup> Avenue extending from NW 1<sup>st</sup> Street to Dania Beach Boulevard (the "New Water Line Extension") for the CITY, subject to the CITY'S contribution and reimbursement of cost and fees associated with installation and construction of the New Water Line Extension.

Pursuant to the terms of the attached Development Agreement, the DEVELOPER agrees to design, permit and construct the New Water Line Extension for the CITY at a cost of \$67,090.00 (the "CITY'S Contribution") provided that the New Water Line Extension has been constructed and installed in accordance with plans accepted and approved by the CITY and certified by the Broward County Department of Health.

In the event that the cost of the New Water Line Extension is increased because of Change Orders which are required, the CITY'S Contribution may be increased from a total Contribution of \$67,090 to an amount not to exceed a total Contribution of \$73,800.00 if the CITY finds that such Change Orders are warranted, reasonable and consistent with CITY'S purposes in making the Contribution, subject to the CITY'S written approval and prior authorization. The DEVELOPER is required to complete construction of the New Water Line Extension prior to the issuance of the final certificate of occupancy for the Hotel.

As such, the Public Services Department is concurrently seeking approval and authorization of the expenditure of budgeted funds for the design, permitting and construction of the New Water Line Extension. The Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission. City Code Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at \$25,000.00 for a vendor each fiscal year.

Pursuant to and consistent with the attached Development Agreement terms, the Public Services Department seeks to reimburse the DEVELOPER for the design, permitting and construction of the New Water Line Extension during the current fiscal year, which services now exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requires Commission approval.

Utilizing engineering and construction industry standards, the Public Services Department has determined that the CITY'S Contribution for the design, permitting and construction of the New Water Line Extension is both fair and equitable and is exempt from the solicitation requirements of competitive bidding pursuant to Section 255.0525(2), Florida Statutes.

The attached Resolution authorizes payment to the DEVELOPER in excess of the City's \$25,000.00 annual vendor limit consistent with the terms of the attached Development Agreement and the CITY'S Contribution Cost for the design, permitting and construction of the New Water Line Extension.

Funding for the proposed New Water Line Extension is being requested to be appropriated from the Water Fund Reserves 401-276-00-00 to a Water Fund Capital NW 1<sup>st</sup> Avenue Waterline Account Number 401-33-43-533-63-10 in an amount not to exceed \$73,800.00.

Staff recommends approval of the attached Resolution authorizing the expenditure of budgeted funds for the design, permitting and construction of the New Water Line Extension.

## **RESOLUTION NO. 2017-114**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR WATER INFRASTRUCTURE IMPROVEMENTS FOR THE NW 1<sup>ST</sup> AVENUE WATERLINE FOR FISCAL YEAR 2017-2018, IN AN AMOUNT NOT TO EXCEED SEVENTY THREE THOUSAND EIGHT HUNDRED DOLLARS (\$73,800.00) PAYABLE TO DANIA BEACH HOSPITALITY GROUP, LLC WITHOUT COMPETITIVE BIDDING; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

**WHEREAS**, the Public Services Department seeks the services of Dania Beach Hospitality Group, LLC for the design, permitting and construction of water infrastructure improvements located within the right-of-way of NW 1<sup>st</sup> Avenue extending from NW 1<sup>st</sup> Street to Dania Beach Boulevard; and

**WHEREAS**, the City has entered into a development agreement with the Dania Beach Hospitality Group, LLC to share in the cost of the proposed improvement on a reimbursable basis; and

**WHEREAS**, utilizing engineering and construction industry standards, the Public Services Department has determined that the City's costs related to the design, permitting and construction of the proposed water infrastructure improvements is estimated at Seventy Three Thousand Eight Hundred Dollars (\$73,800.00) which includes a ten percent (10%) contingency; and

**WHEREAS**, the Public Services Department has determined the City's costs to be both fair and equitable; and

**WHEREAS**, the Public Services Department is seeking approval, authorization and funding for the design, permitting and construction of the New Water Line Extension;

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

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

**Section 2.** That the City Commission authorizes the purchase of design, permitting and construction services from Dania Beach Hospitality Group, LLC, in an amount not to exceed Seventy Three Thousand Eight Hundred Dollars (\$73,800.00) and further authorizes the City Manager to execute any documents related to such expenditure, consistent with the terms of the approved Development Agreement.

**Section 3.** That funding for the proposed New Water Line Extension is being requested to be appropriated from the Water Fund Reserves 401-276-00-00 to a Water Fund Capital NW 1<sup>st</sup> Avenue Waterline Account Number 401-33-43-533-63-10 in an amount not to exceed Seventy Three Thousand Eight Hundred Dollars (\$73,800.00).

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

**Section 5.** That this Resolution shall become effective upon its passage and adoption.

**PASSED and ADOPTED** on September 26, 2017.

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY/LIABILITY INSURANCE COVERAGE PACKAGE AND WORKERS' COMPENSATION INSURANCE FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH BROWN & BROWN D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA"), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY AND WORKERS' COMPENSATION AND IN ADDITION THROUGH BROWN & BROWN, COVERAGE FOR POLLUTION LIABILITY WITH INDIAN HARBOR INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE, FP&L LIABILITY INSURANCE WITH EVANSTON INSURANCE COMPANY, STORAGE TANK INSURANCE WITH COMMERCE AND INDUSTRY INSURANCE COMPANY AND NFIP FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY TWO DOLLARS (\$907,752.00)FOR COVERAGE BEGINNING OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

Memo, Resolution, Premium Recap



## **CITY OF DANIA BEACH HUMAN RESOURCES/RISK MANAGEMENT**

TO: Honorable Mayor Tamara James  
Honorable Vice-Mayor Bill Harris  
Honorable Commissioner Chickie Brandimarte  
Honorable Commissioner Bobbie H. Grace  
Honorable Commissioner Marco Salvino, Sr.

FROM: Robert Baldwin, City Manager

BY: Kristin Milligan, HR Generalist

VIA: Colin Donnelly, Assistant City Manager

DATE: September 15, 2017

SUBJECT: 2017-2019 General Liability, Property, Auto, and Workers Compensation Insurance Renewal

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As the City's insurance broker, Public Risk Insurance Agency (PRIA) has proposed the 2017-2018 insurance renewals for the City's comprehensive insurance package including general liability, property, automobile, inland marine, dock property, National Flood Insurance Program (NFIP) premises, pollution, storage tank liability, and workers compensation insurance.

The Preferred Governmental Insurance Trust (PGIT) has offered the City a two-year policy effective 10/1/2017 – 09/30/2019 for the comprehensive insurance package and workers compensation policies. This offering by PGIT provides members a stable budgeting process and ease of administration. These rates for property, liability and workers compensation are guaranteed and will be maintained through 9/30/2019. Although the rates are guaranteed, the premiums are subject to changes in exposures such as payroll increases, workers compensation experience modification factors, and purchase of vehicles, equipment, and other assets.

The City and PGIT's risk management services currently include a variety of resources to heighten safety awareness for the protection of not only City personnel, but residents as well. The provisions for safety and loss control resources and claims management is critical in controlling liability, which ultimately affects long term premiums and other costs to the City. For example, the City's experience modification factor applicable to the workers compensation premium remains below 1 at a rate of .86 which remains favorable and indicates claims almost 15% below average. In fact, the City is actually seeing an overall decrease of 6.21% in worker's compensation premiums.

Examples of ongoing risk management services provided by the PRIA/PGIT team to support our insurance program include:

- ❖ Regular claims review conferences involving City Risk Management personnel, claims' adjusters, insurance brokers, and attorneys.
- ❖ Sr. Risk Control Consultant on-site visits and consultation for loss control.
- ❖ Extensive catalog of online training courses free of charge.



- ❖ Attorneys specializing in HR, Risk Management and Employment Law via Helpline and directly via panel counsel.
- ❖ Seminars and webinars addressing regulatory issues – including Public Records, legislative developments, and other real time risk and human resource concerns.
- ❖ TIPS matching safety incentive – up to \$5,000 per year.
- ❖ Completed Flood Audit review to be in compliance with FEMA's Stafford Act.
- ❖ Risk Analysis and consulting services concerning:
  - Vendor Insurance Requirements and compliance
  - Special Events

Attached is a Premium and Coverage Comparison for 2017-2018 which details premiums, paid annually, for which approval is being requested and:

- Package: (Property, Crime, General Liability, Public Officials Liability/Employment Practices and Automobile) - \$626,829
- Workers' Compensation - \$145,666

Specialized coverages are listed below:

- Pollution Liability (Indian Harbor) - \$11,356
- Storage Tank (Commerce & Industry) - \$1,820
- Dock Property Coverage (Great Lakes)- \$58,851
- FP&L General Liability (Evanston Insurance) - \$3,765

Based on FEMA rules, there are various effective dates for the NFIP flood program during the FY 2017-2018. We are currently estimating 12 policy renewals to be within a 15% increase of the current policies.

- NFIP Flood program policies - \$59,465 (Estimated Not To Exceed)

The total premium for all lines of coverage for 10/1/17 to 9/30/18 is \$907,752, which is \$46,606 (5%) lower than last year's premiums. Approval of this resolution would lock in rates for two years with premiums only changing due to changes of exposure as previously described.

City Administration recommends Commission approval of the attached Resolution to renew the City's General Liability and Workers Compensation insurance coverage for a two year coverage period spanning October 1, 2017 through September 30, 2019, through PGIT as proposed by PRIA.

## **RESOLUTION NO. 2017-115**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY/LIABILITY INSURANCE COVERAGE PACKAGE AND WORKERS' COMPENSATION INSURANCE FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH BROWN & BROWN D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA"), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY AND WORKERS' COMPENSATION AND IN ADDITION THROUGH BROWN & BROWN, COVERAGE FOR POLLUTION LIABILITY WITH INDIAN HARBOR INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE, FP&L LIABILITY INSURANCE WITH EVANSTON INSURANCE COMPANY, STORAGE TANK INSURANCE WITH COMMERCE AND INDUSTRY INSURANCE COMPANY AND NFIP FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY TWO DOLLARS (\$907,752.00) FOR COVERAGE BEGINNING OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Dania Beach (the "City") currently obtains its Comprehensive Insurance Package and Workers' Compensation Insurance coverage through Public Risk Insurance Agency ("PRIA"); and

**WHEREAS**, PRIA is offering to renew the City's existing comprehensive insurance package including Workers' Compensation beginning October 1, 2017 through September 30, 2018, at a cost of Nine Hundred Seven Thousand Seven Hundred Fifty Two Dollars (\$907,752.00) with a second year option to renew at the same rates with premiums to be adjusted annually for changes in exposure as agreed upon between City Management and PRIA from October 1, 2018 through September 30, 2019; and

**WHEREAS**, it is anticipated that minor changes may occur throughout the fiscal year due to additions and deletions of equipment and as a result of the annual Worker's Compensation audit; and

**WHEREAS**, Brown & Brown, d/b/a Public Risk Insurance Agency, continues to be responsive and provide guidance for risk and liability concerns on major contractual agreements,

special events, construction projects, appropriate vendor insurance requirements, and bid specifications; and

**WHEREAS**, Brown & Brown is able to offer renewal of the current Pollution Liability coverage with Indian Harbor Insurance Company at the current rate for Fiscal Year 2017-2018; and

**WHEREAS**, Brown & Brown is able to offer renewal of the current Dock Property Coverage with Great Lakes Reinsurance Company at a 5.3% reduction in the rate for Fiscal Year 2017-2018; and

**WHEREAS**, Brown & Brown is able to offer renewal of the current Storage Tank policy with Commerce and Industry Insurance Company at a 1.34% increase in the rate for Fiscal Year 2017-2018; and

**WHEREAS**, Brown & Brown is able to offer renewal of current Florida Power & Light Company (FPL) General Liability Coverage with Evanston Insurance Company at 5.52% reduction in rate for Fiscal Year 2017-2018; and

**WHEREAS**, Brown & Brown is able to offer renewal of flood coverage as required under the National Flood Insurance Program (NFIP) governed by the Federal Emergency Management Agency (FEMA) as rezoned by Broward County with Wright National Flood Insurance Company with an estimated increase of fifteen percent (15%); and

**WHEREAS**, the City Commission waives competitive bidding and further authorizes renewals with PRIA, Indian Harbor Insurance Company, Great Lakes Reinsurance Company, Commerce and Industry Insurance Company, Evanston Insurance Company, and Wright National Flood Insurance Company for Fiscal Year 2017-2018; and

**WHEREAS**, the City Commission further authorizes the City Manager to make adjustments to the premiums as necessary due to required changes in coverage resulting from additions or deletions of equipment, results of the annual Workers' Compensation audit, or other insurance requirements necessary to protect the City and its assets;

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

**Section 1.** That the City Commission approves the renewal of the City's Comprehensive Insurance Package through Public Risk Insurance Agency, such package to include coverage for Workers' Compensation, Property and Casualty, Crime, Employee Dishonesty, General Liability, Automotive Liability and Physical Damage, Public Officials'

Liability, Employment Practices' Liability and renewal of Pollution Liability with Indian Harbor Insurance Company, renewal of Dock Property Coverage with Great Lakes Reinsurance Company, renewal of Storage Tank Coverage with Commerce & Industry Insurance Company, renewal of FP&L General Liability with Evanston Insurance Company, and renewal of NFIP Flood coverage with Wright National Flood Insurance for the period October 1, 2017 through September 30, 2018 with a second year renewal option in a total combined premium amount of Nine Hundred Seven Thousand Seven Hundred and Fifty Two Dollars (\$907,752.00) allowing for premium adjustments to be made by the City Manager as necessary to properly protect the City and its assets.

**Section 2.** That the cost of the Comprehensive Insurance Package and Workers' Compensation coverage, which anticipates an annual adjustment needed for coverage due to changes to City real property inventory, is planned, appropriated and has been made available through appropriate allocations to various City Funds in the proposed Fiscal Year 2017/2018 budget.

**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 September 26, 2017.

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

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TAMRA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

# PREMIUM AND COVERAGE COMPARISON

|                 |                     |
|-----------------|---------------------|
| Covered Party:  | City of Dania Beach |
| Effective Date: | 10/1/2017           |



| LINE OF COVERAGE                            | 2016/2017           |                     |                | 2017/2018           |            |                | Changes in Exposures      |                    |
|---------------------------------------------|---------------------|---------------------|----------------|---------------------|------------|----------------|---------------------------|--------------------|
|                                             | LIMIT               | DEDUCTIBLE          | ANNUAL PREMIUM | LIMIT               | DEDUCTIBLE | ANNUAL PREMIUM | 2016/2017                 | 2017/2018          |
| <b>Property:</b>                            |                     |                     |                |                     |            |                |                           |                    |
| Preferred Gov'l Ins Trust                   |                     |                     |                |                     |            |                |                           |                    |
| Blanket Buildings & Contents                | \$ 45,515,021       | \$ 2,500            | \$ 389,159     | \$ 45,590,856       | \$ 2,500   | \$ 350,396     | Exposure Difference       | Property \$ 75,835 |
| Equipment Breakdown                         | \$ 45,515,021       | \$ 2,500            |                | \$ 45,590,856       | \$ 2,500   |                |                           | \$ 0.17%           |
| Flood                                       | \$ 3,000,000        | \$ 2,500            |                | \$ 3,000,000        | \$ 2,500   |                |                           |                    |
| Named Windstorm                             |                     | 5%/\$15,000 minimum |                |                     |            |                |                           |                    |
| Accounts Receivable                         | \$ 250,000          | \$ 2,500            |                | \$ 250,000          | \$ 2,500   |                | Premium Difference        | \$ (38,763)        |
| Additional Expense                          | \$ 250,000          | \$ 2,500            |                | \$ 500,000          | \$ 2,500   |                |                           | \$ -9.96%          |
| Business Income                             | \$ 250,000          | \$ 2,500            |                | \$ 250,000          | \$ 2,500   |                |                           |                    |
| Errors & Omissions                          | \$ 250,000          | \$ 2,500            |                | \$ 250,000          | \$ 2,500   |                |                           |                    |
| Demolition & Increased Cost of Construction | \$ 500,000          | \$ 2,500            |                | \$ 1,000,000        | \$ 2,500   |                |                           |                    |
| <b>Inland Marine (Equipment):</b>           |                     |                     |                |                     |            |                |                           |                    |
| Communications Equipment                    | Included in Blanket | \$ 2,500            | \$ 9,053       | Included in Blanket | \$ 2,500   | \$ 8,453       | Inland Marine (Equipment) |                    |
| Mobile Equipment                            | \$ 904,462          | \$ 2,500            |                | \$ 829,462          | \$ 2,500   |                | Exposure Difference       | \$ 1,546,171       |
| Electronic Data Processing                  | Included in Blanket | \$ 2,500            |                | Included in Blanket | \$ 2,500   |                |                           | \$ (75,000)        |
| Emergency Services Portable Equip           | Included in Blanket | \$ 2,500            |                | Included in Blanket | \$ 2,500   |                |                           | -4.63%             |
| Fine Arts                                   | Included in Blanket | \$ 2,500            |                | Included in Blanket | \$ 2,500   |                | Premium Difference        | \$ (600)           |
| Other Inland Marine                         | Included in Blanket | \$ 2,500            |                | Included in Blanket | \$ 2,500   |                |                           | -6.63%             |
| Rented Borrowed Leased Equipment            | \$ 50,000           | \$ 2,500            |                | \$ 50,000           | \$ 2,500   |                |                           |                    |
| Valuable Papers                             | Included in Blanket | \$ 2,500            |                | Included in Blanket | \$ 2,500   |                |                           |                    |
| Watercraft                                  | \$ 14,026           | \$ 2,500            |                | \$ 14,026           | \$ 2,500   |                |                           |                    |
| Blanket Unscheduled Inland Marine           | \$ 652,683          | \$ 2,500            |                | \$ 652,683          | \$ 2,500   |                |                           |                    |
|                                             |                     | Sub-Total           | \$ 398,212     |                     | Sub-Total  | \$ 358,849     | \$ (39,363)               | -9.88%             |
| <b>Crime:</b>                               |                     |                     |                |                     |            |                |                           |                    |
| Preferred Gov'l Ins Trust                   |                     |                     |                |                     |            |                |                           |                    |
| Employee Dishonesty                         | \$ 250,000          | \$ 1,000            | \$ 1,346       | \$ 250,000          | \$ 1,000   | \$ 1,346       |                           |                    |
| Theft, Disappearance & Destruction In/Out   | \$ 10,000           | \$ 1,000            |                | \$ 25,000           | \$ 1,000   |                |                           |                    |
| Computer Fraud Including Funds Transfer     | \$ 25,000           | \$ 1,000            |                | \$ 250,000          | \$ 1,000   |                |                           |                    |
| Forgery/Alterations                         | \$ 25,000           | \$ 1,000            |                | \$ 250,000          | \$ 1,000   |                |                           |                    |
|                                             |                     | Sub-Total           | \$ 1,346       |                     | Sub-Total  | \$ 1,346       | \$ -                      | 0.00%              |
| <b>General Liability:</b>                   |                     |                     |                |                     |            |                |                           |                    |
| Preferred Gov'l Ins Trust                   |                     |                     |                |                     |            |                |                           |                    |
| General Liability                           | \$ 1,000,000        | \$ -                | \$ 141,549     | \$ 1,000,000        | \$ -       | \$ 141,035     | Exposure Difference       | \$ (27,651)        |
| Employee Benefits                           | \$ 1,000,000        | \$ -                |                | \$ 1,000,000        | \$ -       |                | Premium Difference        | \$ -0.36%          |
|                                             |                     | Sub-Total           | \$ 141,549     |                     | Sub-Total  | \$ 141,035     | \$ (514)                  | \$ -0.36%          |
| <b>Automobile:</b>                          |                     |                     |                |                     |            |                |                           |                    |
| Preferred Gov'l Ins Trust                   |                     |                     |                |                     |            |                |                           |                    |
| Auto Liability                              | \$ 1,000,000        | \$ -                | \$ 37,395      | \$ 1,000,000        | \$ -       | \$ 36,838      | Vehicles                  | Vehicles 69        |
| Uninsured Motorist                          | Rejected            | \$ -                |                | Rejected            | \$ -       |                | Exposure Difference       | \$ -1              |
| Collision                                   | Symbol 2            | \$ 1,000            | \$ 20,523      | Symbol 2            | \$ 1,000   | \$ 21,855      |                           | \$ -1.43%          |
| Hired Physical Damage                       | \$ 35,000           | \$ 1,000            |                | \$ 35,000           | \$ 1,000   |                | Premium Difference        | \$ 775             |
| Medical Payments                            | None                |                     |                | None                |            |                |                           | \$ 1.34%           |
|                                             |                     | Sub-Total           | \$ 57,918      |                     | Sub-Total  | \$ 58,693      |                           |                    |

|                 |                     |
|-----------------|---------------------|
| Covered Party:  | City of Dania Beach |
| Effective Date: | 10/1/2017           |



Options:

- Package - 2 Year Policy/Rate Guarantee
- Dock Property - Including Piers: 10% Wind deductible - \$86,899
- Dock Property - Including Piers: 5% Wind deductible - \$105,178

*This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations. As of 8-12-16*

# 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 CITY MANAGER TO PURCHASE ONE (1) FORD F-250 PICKUP TRUCK FOR THE PUBLIC SERVICES DEPARTMENT UTILITIES DIVISION, IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$29,816.00) FROM HUB CITY FORD BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS' ASSOCIATION CONTRACT NO. FSA16-VEL-24, SPECIFICATION NO.55 (VALID THROUGH SEPTEMBER 30, 2017); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

### Purchasing Requests ONLY

|       |         |      |
|-------|---------|------|
| Dept: | Acct #: | Amt: |
| Fund: |         |      |

### Fiscal Impact/Cost Summary

|  |
|--|
|  |
|--|

### Exhibits Attached

Memo, Resolution, F-250 FSA Contract, F-250 FSA Quote Utilites Division



# City of Dania Beach

## Department of Public Services

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

### MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: September 26, 2017

RE: Approval of a Resolution to Allow Purchase of One (1) Ford F-250 Pick Up Truck

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#### **Introduction and Background**

The City has an aging fleet of service vehicles. The approved FY 2017 budget included replacement of one vehicle for the Utilities Division that is old and for which maintenance costs have started to rise. This resolution is to allow the purchase of (1) Ford-250 vehicle from Hub City Ford under the Florida Sheriffs' Association Contract No. FSA16-VEL-24.

Currently the City has a 2002 Ford F-250 Serial Number 1FTNF20F92EC79619 which is incurring high maintenance cost.

The Public Service Department recommends replacement of this vehicle and declaring such vehicle to be surplus and of no further use to the City.

Funding for this purchase will be appropriated from the FY 2016-2017 Water Utilities Services M&E Vehicles Account# 401-33-02-533-64-20 in the amount of (\$29,816.00).

#### **Recommendation**

The Public Services Department is recommending that the City Commission approve the purchase of (1) Ford-250 from Hub City Ford by utilizing the Florida Sheriffs' Contract FSA16-VEL-24, and direct the City Manager to execute all necessary contracts.



## **RESOLUTION NO. 2017-116**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) FORD F-250 PICK UP TRUCK FOR THE PUBLIC SERVICES DEPARTMENT UTILITIES DIVISION, IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$29,816.00) FROM HUB CITY FORD BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS' ASSOCIATION CONTRACT NO. FSA16-VEL-24, SPECIFICATION NO.55 (VALID THROUGH SEPTEMBER 30, 2017); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

**WHEREAS**, the City currently has a 2002 Ford F-250 Serial Number 1FTNF20F92EC79619 which is incurring a high cost of maintenance; and

**WHEREAS**, the Public Services Department recommends replacement of this vehicle and declaring such vehicle to be surplus and of no further use to the City; and

**WHEREAS**, the Director of the Public Services Department has determined that a replacement vehicle described above can be purchased as the least cost to the City from Hub City Ford by utilizing the pricing under the Florida Sheriff's Association (FSA) Contract No. FSA16-VEL-24, Specification No.55, attached as Exhibit "A," a copy of which is made apart of and is incorporated into this Resolution by this reference;

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

**Section 1.** That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

**Section 2.** That the City Manager is authorized to purchase one (1) Ford F-250 Pick Up Truck from Hub City Ford by utilizing the pricing under the Florida Sheriffs’ Association (FSA) Contract No. FSA16-VEL-24 under Specification No.55 in the amount of Twenty Nine Thousand Eight Hundred Sixteen Dollars (\$29,816.00) valid through September 2017.

**Section 3.** That funding for this purchase is planned and appropriated from Fiscal Year 2016-2017 Water Utility Services M&E Vehicle Account No. 401-33-02-533-64-20.

**Section 4.** That the proper City officials are authorized to execute such documents as are necessary for the purchase of such vehicle.

**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 immediately upon its passage and adoption.

**PASSED AND ADOPTED** on September 26, 2017.

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **3/4 TON PICKUP TRUCK - 4X2 SPECIFICATION #55**

#### **2017 Ford F-250 SD (F2A)**

The Ford F-250 SD (F2A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

|             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|
| ZONE:       | ★ Western   | ★ Northern  | ★ Central   | ★ Southern  |
| BASE PRICE: | \$20,044.00 | \$20,006.00 | \$20,308.00 | \$20,699.00 |

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

|                    |                |                |                |               |
|--------------------|----------------|----------------|----------------|---------------|
| <b>VEHICLE:</b>    | F-250 SD (F2A) |                |                |               |
| <b>DEALER:</b>     | DUVAL FORD LLC | DUVAL FORD LLC | DUVAL FORD LLC | HUB CITY FORD |
| <b>ZONE:</b>       | ★ Western      | ★ Northern     | ★ Central      | ★ Southern    |
| <b>BASE PRICE:</b> | \$20,044.00    | \$20,006.00    | \$20,308.00    | \$20,699.00   |

| Order Code                           | Delete Options                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Western<br>& Northern<br>& Central | Southern              |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------|
| 58Y <sup>1</sup>                     | AM/FM stereo radio<br><i>Na with model upgrade<sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$20.00 <sup>1</sup>               | NA                    |
| M57 <sup>1</sup><br>572 <sup>2</sup> | Air conditioning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$300.00 <sup>1</sup>              | \$100.00 <sup>2</sup> |
| 66D <sup>1</sup><br>66D <sup>2</sup> | Cargo box and rear bumper<br><i>PICKUP BOX DELETE (66D) (Included with Body Options) Optional XL and XLT Pickups, Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). Not available with: 20" Wheels and Tires, FX4 Off-Road Package (17X) Deletes: Pickup Box and Tie-down hooks, Tailgate, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp<sup>1</sup></i> | \$100.00 <sup>1</sup>              | \$275.00 <sup>2</sup> |
| 51X <sup>1</sup>                     | Full size spare tire and rim                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$50.00 <sup>1</sup>               | NA                    |

| Order Code                            | Add Options                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Western<br>& Northern<br>& Central | Southern                |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------|
| 99T <sup>1</sup><br>97T <sup>2</sup>  | Engine upgrade - specify<br><i>6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140)<sup>1</sup></i><br><i>6.7L V-8 DIESEL ENG<sup>2</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$8,594.00 <sup>1</sup>            | \$8,594.00 <sup>2</sup> |
| 98R* <sup>1</sup><br>98R <sup>2</sup> | Engine upgrade - specify<br><i>Operator Commanded Regeneration with Active regeneration Inhibit (req. 99T). The DPF requires periodic maintenance, called regeneration, for proper diesel emissions control. The vehicle will automatically initiate this maintenance process with a Passive or Active Regeneration depending on the operational use and how much it is driven at speeds above 30 mph. The vehicle may be equipped with Operator Commanded Regeneration (OCR) designed for applications where the vehicle is rarely, if ever, driven above 15–20 mph.<sup>1</sup></i><br><i>OPERATOR COMMANDED REGENERATION ( REQ 607L V-8 DIESEL ENG) <sup>2</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$249.00 <sup>1</sup>              | \$249.00 <sup>2</sup>   |
| 98F <sup>1</sup><br>98F <sup>2</sup>  | Bi-fuel model - specify<br><i>CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: <a href="http://www.ford.com/altfuelbuyersguide">www.ford.com/altfuelbuyersguide</a>. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance.<sup>1</sup></i><br><i>GASEOUS PREP ENG (6.2L GAS ENG ONLY) <sup>2</sup></i> | \$314.00 <sup>1</sup>              | \$314.00 <sup>2</sup>   |
| 98F <sup>1</sup><br>98F <sup>2</sup>  | CNG model - specify<br><i>CNG/Propane GASEOUS ENGINE PREP Requires: 6.2L Gas Engine Includes Hardened Engine Intake Valves and Valve Seats, Bi-Fuel intake manifold, NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: <a href="http://www.ford.com/altfuelbuyersguide">www.ford.com/altfuelbuyersguide</a>. FMCo does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is</i>                                                                                                                                                                                                          | \$314.00 <sup>1</sup>              | \$314.00 <sup>2</sup>   |

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                |                                                   |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|---------------------------------------------------|
| <b>VEHICLE:</b>                            | F-250 SD (F2A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |                |                                                   |
| <b>DEALER:</b>                             | DUVAL FORD LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | DUVAL FORD LLC | DUVAL FORD LLC | HUB CITY FORD                                     |
| <b>ZONE:</b>                               | ★ Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ★ Northern     | ★ Central      | ★ Southern                                        |
| <b>BASE PRICE:</b>                         | \$20,044.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$20,006.00    | \$20,308.00    | \$20,699.00                                       |
|                                            | the responsibility of the final stage manufacturer (body-builder, or subsequent stage manufacturer) to determine compliance. <sup>1</sup><br>GASEOUS PREP ENG (6.2L GAS OMLY) <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                |                                                   |
| CNG <sup>1</sup><br>98F-CNG <sup>2</sup>   | CNG conversion (discuss with dealer)<br>* REQUIRES 6.2L V8 Engine, AND 98F; includes freight transfer * SULEV Systems, OBD - II Compliant CARB & EPA Certified, Dedicated and Bi-Fuel Systems Available , In-Bed and Underbody Packages Available, Standard CNG Systems 24 GGE <sup>1</sup><br>GASEOUS PREP ENG (6.2L GAS ONLY) <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                | \$11,850.00 <sup>1</sup> \$13,996.00 <sup>2</sup> |
| LPG <sup>1</sup><br>98F-LPG <sup>2</sup>   | LPG conversion (discuss with dealer)<br>Roush clean tech Under Bed Tank 21 gal gge. Includes additional transportation. Must add 98F & 31p-D9E Ford Ship through at \$132 <sup>1</sup><br>GASEOUS PREP ENG (6.2L GAS ONLY) <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                | \$11,850.00 <sup>1</sup> \$13,996.00 <sup>2</sup> |
| 86M <sup>1</sup>                           | Battery, auxiliary HD<br>Dual Batteries (78 Amp.) on 6.2L Gas. FOR optional battery mounted in service body compartment use \$596 which includes proper battery cabling and battery box. <sup>1</sup><br>DIESEL ENG ONLY <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                | \$209.00 <sup>1</sup> Std <sup>2</sup>            |
|                                            | Increase to 9,200 lbs. GVWR<br>9950# gvw <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                | Std <sup>1</sup> Std                              |
| 52B <sup>1</sup><br>52B <sup>2</sup>       | Electric brake controller<br>Trailer Brake Controller (TBC) (Verified to be compatible w/select Electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW; includes Smart Trailer Tow Connector) Included in model upgrade package XLT. <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                | \$269.00 <sup>1</sup> \$269.00 <sup>2</sup>       |
|                                            | Traction control<br>AdvanceTrac® with RSC® (Roll Stability Control™) <sup>1</sup><br>ADVANCE TRAC WITH RSC <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                | Std <sup>1</sup> Std <sup>2</sup>                 |
| X3E <sup>1</sup><br>X3E <sup>2</sup>       | Limited slip differential<br>Electronic Locking Differential 3.73. With Diesel Engine use (x3h)3.31 Ratio at \$389 <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                | \$389.00 <sup>1</sup> \$389.00 <sup>2</sup>       |
| F2A.603A <sup>1</sup><br>603A <sup>2</sup> | Manufacturer's model upgrade package (specify pkg. bid)<br>All XL content, plus: BoxLink (includes four (4) premium locking cleats) Bumper – front & rear, chrome, Grille two bar, bright chrome Wheels, 4.2" LCD Productivity Screen in Cluster, Floor covering – color-coordinated, full carpet, Floor mats carpet, Power Equipment, power tailgate lock* Front, high-series cloth 40/20/40 split bench under-seat storage, w/center armrest, cupholder and storage driver and passenger w/covered mirrors* Windows – rear, fixed privacy glass* Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals, Rear View Camera, Remote keyless entry and Perimeter, anti-theft alarm, Cruise control (steering wheel-mounted), SYNC, 4.2" LCD Center screen, AppLink, USB port *AM/FM Single-CD/MP3 SiriusXM®, Trailer Brake Controller (incl. Smart Trailer Tow Connector) <sup>1</sup><br>XLT PKG <sup>2</sup> |                |                | \$4,400.00 <sup>1</sup> \$4,204.00 <sup>2</sup>   |
| LS <sup>1</sup>                            | Seat trim upgrade - specify<br>Vinyl 40/Mini-Console/40 (Regular Cab only), manual lumbar (driver's side only) <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                | \$354.00 <sup>1</sup> NA                          |
| 90L <sup>1</sup><br>90L <sup>2</sup>       | Power windows/door locks<br>Available on XL; standard on XLT. Not available with: Air conditioning delete (M57-572) Includes: Accessory delay Manual-telescoping, manual-folding trailer tow mirrors with power/heated glass, heated convex spotter mirrors, integrated clearance lamps/turn signals (XL and XLT only) MyKey Perimeter alarm Power front windows with one-touch-up/-down, Power locks, Remote Keyless SecuriLock PATS. Deletes: Passenger-side lock cylinder. <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                | \$914.00 <sup>1</sup> \$914.00 <sup>2</sup>       |
| 525 <sup>1</sup><br>525 <sup>2</sup>       | Speed control/tilt steering wheel<br>Tilt wheel is Standard. Speed control included with model upgrade package and 96v/ OR 17s <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                | \$234.00 <sup>1</sup> \$234.00 <sup>2</sup>       |

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| <b>VEHICLE:</b>                         | F-250 SD (F2A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                |                                             |
| <b>DEALER:</b>                          | DUVAL FORD LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DUVAL FORD LLC | DUVAL FORD LLC | HUB CITY FORD                               |
| <b>ZONE:</b>                            | ★ Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ★ Northern     | ★ Central      | ★ Southern                                  |
| <b>BASE PRICE:</b>                      | \$20,044.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$20,006.00    | \$20,308.00    | \$20,699.00                                 |
| 4S <sup>1</sup><br>LS <sup>2</sup>      | Bucket seats in lieu of bench seat<br><i>Cloth 40/Mini-Console/40, manual lumbar (driver's side only)</i> <sup>1</sup><br><i>40/CONSLOE/40 VIVYL</i> <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                | \$514.00 <sup>1</sup> \$354.00 <sup>2</sup> |
| AS <sup>1</sup><br>AS <sup>2</sup>      | 40/20/40 seat in vinyl<br><i>HD Vinyl 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only)</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                | Std <sup>1</sup> Std <sup>2</sup>           |
| 1S <sup>1</sup><br>1S <sup>2</sup>      | 40/20/40 seat in cloth<br><i>Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage, manual lumbar (driver's side only). With upgrade package (3S) Included: Cloth 40/20/40 split bench, 20% locking center under-seat storage, w/center armrest, cupholder and storage, four-way adjustable driver/passenger headrests, manual lumbar (driver's side only)</i> <sup>1</sup>                                                                                                                                                                                                                                                                         |                |                | \$99.00 <sup>1</sup> \$99.00 <sup>2</sup>   |
| 16F <sup>1</sup>                        | Carpet in lieu of rubber floor covering<br><i>Floor Covering, color-coordinated full carpet with floor mats (reqs. STX Appearance Pkg. ADD \$1179: STX APPEARANCE PACKAGE (17S) Availability: Optional on XL Not available with: XL Value Package (96V) Includes: AM/FM Stereo Single-CD/MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab Bright Chrome Grille, Bright Hub Covers (SRW only), Chrome Front and Rear Step Bumpers, Cruise Control (steering wheel-mounted), STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648) (F-250/F-350 SRW)</i> <sup>1</sup><br><i>UPGRADE PKG</i> <sup>2</sup> |                |                | \$59.00 <sup>1</sup> NC <sup>2</sup>        |
| 16S <sup>1</sup>                        | Floor mats<br><i>All Weather Mats, requires upgrade package. Carpet mats included in upgrade packages. For Weathertech floor liners use \$229</i> <sup>1</sup><br><i>WEATHER TECH FLOOR NATES</i> <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                | \$89.00 <sup>1</sup> \$396.00 <sup>2</sup>  |
| TINT <sup>1</sup><br>TN-TG <sup>2</sup> | Deep tinted glass<br><i>(924) Rear privacy glass included with model upgrade and (435) option. Option is for dealer installed privacy tint.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                | \$209.00 <sup>1</sup> \$396.00 <sup>2</sup> |
|                                         | Sliding rear window                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                | NA    NA                                    |
| 585 <sup>1</sup><br>585 <sup>2</sup>    | AM/FM radio with single CD<br><i>AM/FM Stereo Single-CD/MP3 Player (includes aux audio input jack) (speakers; four (4) with Regular Cab)</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                | \$274.00 <sup>1</sup> \$274.00 <sup>2</sup> |
|                                         | On-Star                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                | NA    NA                                    |
| 39S <sup>1</sup><br>39S <sup>2</sup>    | Satellite radio<br><i>Req. 91M SYNC® at \$364 (add CD Radio 585 for \$274 as required by sync) Included in XLT model vehicle.</i> <sup>1</sup><br><i>REQ UPGRADE PKG (603A XLT PKG)</i> <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                | \$184.00 <sup>1</sup> NC <sup>2</sup>       |
| 3K <sup>1</sup><br>AK-KF <sup>2</sup>   | Additional Key(s) or Key Fob(s) when applicable<br><i>Extra ignition/ door Key per vehicle by Key Code. Additional Remote available where applicable for an additional \$200. Use \$340 when ordering extra key and 90L or XLT model.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                           |                |                | \$140.00 <sup>1</sup> \$275.00 <sup>2</sup> |
|                                         | Side air bags                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                | Std    Std                                  |
| 18B <sup>1</sup><br>18B <sup>2</sup>    | Cab steps<br><i>Black Platform Running Boards.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                | \$319.00 <sup>1</sup> \$319.00 <sup>2</sup> |
| LSL <sup>1</sup><br>LH6 <sup>2</sup>    | Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed<br><i>Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use \$649</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                | \$495.00 <sup>1</sup> \$696.00 <sup>2</sup> |
| 2SL <sup>1</sup><br>LH-RH6 <sup>2</sup> | Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed<br><i>Unity Brand. For remote operated Go-Light (specify location for mounting: cab or body area pole mounted) use \$649</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                | \$796.00 <sup>1</sup> \$896.00 <sup>2</sup> |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                         |                         |
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| <b>VEHICLE:</b>                           | F-250 SD (F2A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                         |                         |
| <b>DEALER:</b>                            | DUVAL FORD LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DUVAL FORD LLC | DUVAL FORD LLC          | HUB CITY FORD           |
| <b>ZONE:</b>                              | ★ Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ★ Northern     | ★ Central               | ★ Southern              |
| <b>BASE PRICE:</b>                        | \$20,044.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$20,006.00    | \$20,308.00             | \$20,699.00             |
| VV <sup>1</sup><br>VVSS <sup>2</sup>      | Vent visors - stick-on style                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                | \$175.00 <sup>1</sup>   | \$144.00 <sup>2</sup>   |
| RS <sup>1</sup><br>RSFS <sup>2</sup>      | Rainshields - flange style                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                | \$175.00 <sup>1</sup>   | \$144.00 <sup>2</sup>   |
| BS <sup>1</sup><br>BS <sup>2</sup>        | Bug shield                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                | \$175.00 <sup>1</sup>   | \$396.00 <sup>2</sup>   |
|                                           | Trailer tow mirrors<br><i>Manual Tow mirrors std. (54k) Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals) included wth 90L</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                | Std <sup>1</sup>        | Std                     |
| WGG <sup>1</sup><br>WGG <sup>2</sup>      | Wrap-around grille guard<br><i>Full Wrap around Grill Guard, Sterling or Warn brand. Includes winch plate. Requires 67h HD service suspension package at \$124: Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR).</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                   |                | \$1,296.00 <sup>1</sup> | \$1,696.00 <sup>2</sup> |
| 62x <sup>1</sup><br>HDATB <sup>2</sup>    | Heavy duty aluminum tool box<br><i>Factory toolbox requires upgrade package XLT. NA with XL Base Vehicle. Aluminum toolbox, Single Lid locking; Delta, American, or Equal is available on all series; dealer installed \$450</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                | \$529.00 <sup>1</sup>   | \$496.00 <sup>2</sup>   |
| 85L <sup>1</sup><br>85L <sup>2</sup>      | Bedliner<br><i>Plastic Drop in liner</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                | \$349.00 <sup>1</sup>   | \$349.00 <sup>2</sup>   |
| 85S <sup>1</sup><br>85S <sup>2</sup>      | Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent)<br><i>For Linex Brand HD Bed liner, use \$575, Code LINX</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                | \$494.00 <sup>1</sup>   | \$494.00 <sup>2</sup>   |
| TBM <sup>1</sup><br>TBM <sup>2</sup>      | All terrain tread tires<br><i>LT245/75R17E BSW A/T</i> <sup>1</sup><br><i>LT245/75R17E BSW A/T</i> <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                | \$164.00 <sup>1</sup>   | \$164.00 <sup>2</sup>   |
| N2 <sup>1</sup><br>NFT <sup>2</sup>       | Nitrogen filled tires including spare tire                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                | \$245.00 <sup>1</sup>   | \$199.00 <sup>2</sup>   |
| SpaceKap <sup>1</sup><br>STC <sup>2</sup> | Steel truck cap<br><i>SpaceKap - 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$1,435. Add Service Pkg for \$2,885.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                | \$8,990.00 <sup>1</sup> | \$6,996.00 <sup>2</sup> |
|                                           | Tow hooks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                | Std                     | Std                     |
| LG12 <sup>1</sup><br>12LB-LG <sup>2</sup> | 1,200 lb. lift gate<br><i>Thieman or Tommy Gate for Pickup bed or Service Body</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                | \$2,996.00 <sup>1</sup> | \$3,696.00 <sup>2</sup> |
| 8kw* <sup>1</sup><br>8LB-W <sup>2</sup>   | 8,000 lb. winch with remote<br><i>Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                | \$1,285.00 <sup>1</sup> | \$1,696.00 <sup>2</sup> |
| HD TOW <sup>1</sup><br>TTP <sup>2</sup>   | Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed.<br><i>Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&amp;Clip). For pintle ball combination add \$245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.</i> <sup>1</sup> |                | \$725.00 <sup>1</sup>   | \$92.00 <sup>2</sup>    |
| LINX SB <sup>1</sup><br>SOBU <sup>2</sup> | Spray-on bedliner for utility body<br><i>For rear bumper add \$100. For Drop down doors both sides add \$175. HD LINEX Brand.</i> <sup>1</sup><br><i>INC TOP OF BODY&amp; REAR BUMPER</i> <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                | \$855.00 <sup>1</sup>   | \$896.00 <sup>2</sup>   |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                |                         |                         |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|-------------------------|-------------------------|
| VEHICLE:                                     | F-250 SD (F2A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |                |                         |                         |
| DEALER:                                      | DUVAL FORD LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | DUVAL FORD LLC | DUVAL FORD LLC | HUB CITY FORD           |                         |
| ZONE:                                        | ★Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ★Northern      | ★Central       | ★Southern               |                         |
| BASE PRICE:                                  | \$20,044.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$20,006.00    | \$20,308.00    | \$20,699.00             |                         |
| RSB C2 <sup>1</sup><br>UB <sup>2</sup>       | Knapheide, Reading or approved equivalent utility body - specify<br><i>Reading Classic II: See (31b) Reading ship through. Flip top lids add \$900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit. <sup>1</sup></i><br><i>KNAPHEIDE OR READING BODY <sup>2</sup></i>                                                                                                                                                                                                                                                                      |                |                | \$5,875.00 <sup>1</sup> | \$5,896.00 <sup>2</sup> |
| KSB 696J <sup>1</sup><br>14G-SB <sup>2</sup> | Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)<br><i>Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add \$800, master locks add \$500, cabinet lights \$500,power locks \$850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection.Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit<sup>1</sup></i>                     |                |                | \$5,500.00 <sup>1</sup> | \$5,896.00 <sup>2</sup> |
| RSB SL <sup>1</sup><br>18G-SB <sup>2</sup>   | Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)<br><i>Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add \$900. Includes 66d bed credit. <sup>1</sup></i> |                |                | \$5,350.00 <sup>1</sup> | \$6,196.00 <sup>2</sup> |
| PC <sup>1</sup>                              | Powder coating for utility body<br><i>Reading Brand only <sup>1</sup></i><br><i>READING ONLY <sup>2</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |                | NC <sup>1</sup>         | Std <sup>2</sup>        |
| FTC <sup>1</sup><br>FTC <sup>2</sup>         | Fiberglass tonneau cover (painted to match)<br><i>May substitute Retrax bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty <sup>1</sup></i>                                                                                                                          |                |                | \$1,495.00 <sup>1</sup> | \$1,696.00 <sup>2</sup> |
| FCHT <sup>1</sup><br>FCHT <sup>2</sup>       | Fiberglass cab high topper with front, side and rear windows (painted to match)<br><i>A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows. <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                | \$1,715.00 <sup>1</sup> | \$1,896.00 <sup>2</sup> |
| 942 <sup>1</sup><br>942 <sup>2</sup>         | Daytime running lights<br><i>Permanent Daytime Running Lamps (942) replace the standard Daytime Running Lamps (DRL - On/Off Cluster Controllable) <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                | \$44.00 <sup>1</sup>    | \$44.00 <sup>2</sup>    |
| DRL <sup>1</sup>                             | Immobilize daytime running lights<br><i>(On/Off Cluster Controllable) <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                | Std <sup>1</sup>        | NA                      |
| CS <sup>1</sup><br>CSH <sup>2</sup>          | Cab shield headache rack (protects back of cab)<br><i>Solid Steel Bulkhead with Mesh Window. Use \$450 when taking credit for stake front. For lighting plates add \$225 <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                | \$545.00 <sup>1</sup>   | \$1,296.00 <sup>2</sup> |
| PRPU <sup>1</sup><br>PREP <sup>2</sup>       | Pipe rack w/expanded metal basket over cab (for pickup bed)<br><i>Customizable options available <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                | \$1,790.00 <sup>1</sup> | \$1,896.00 <sup>2</sup> |
| PRSB <sup>1</sup><br>PREU <sup>2</sup>       | Pipe rack w/expended metal basket over cab (for utility body)<br><i>Customizable options available <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                | \$1,846.00 <sup>1</sup> | \$1,896.00 <sup>2</sup> |
| SLR <sup>1</sup>                             | Single ladder rack side mounted (specify street or curbside)<br><i>Single Side <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                | \$796.00 <sup>1</sup>   | \$1,296.00              |
|                                              | Front license bracket<br><i>Dealer Installed: \$100 <sup>1</sup></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                | Std <sup>1</sup>        | Std                     |



|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                |                                               |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|-----------------------------------------------|
| <b>VEHICLE:</b>                            | F-250 SD (F2A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                |                                               |
| <b>DEALER:</b>                             | DUVAL FORD LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DUVAL FORD LLC | DUVAL FORD LLC | HUB CITY FORD                                 |
| <b>ZONE:</b>                               | ★ Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ★ Northern     | ★ Central      | ★ Southern                                    |
| <b>BASE PRICE:</b>                         | \$20,044.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$20,006.00    | \$20,308.00    | \$20,699.00                                   |
| 76C <sup>1</sup><br>76C <sup>2</sup>       | Backup alarm, factory installed<br><i>Exterior Back up Chime</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                | \$139.00 <sup>1</sup>   \$139.00 <sup>2</sup> |
| BUA <sup>1</sup><br>BAD <sup>2</sup>       | Backup alarm, dealer installed<br><i>Whelen, or Ecco Brand</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |                | \$139.00 <sup>1</sup>   \$124.00 <sup>2</sup> |
| 871 <sup>1</sup><br>871 <sup>2</sup>       | Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed<br><i>Rear View Camera (Electrochromic Mirror w/video display on XL; XL with 96V Value Package, XLT and Lariat display in center stack Screen; NA w/66D Pick Up Box Delete or 557 Airbag Delete) FOR (873): \$199 Rear CHMSL Camera (display in center stack screen; includes LED Center High-mounted Stop Lamp (CHMSL) with Cargo Light and Rear Video Camera; NA w/Pickup Box Deleted (66D); req. 96V Value Pkg. or 585 AM/FM Stereo Single/CD for Fleet on XL)</i> <sup>1</sup>                                                                                                                                                                           |                |                | \$369.00 <sup>1</sup>   \$369.00 <sup>2</sup> |
| 872 <sup>1</sup><br>BUC <sup>2</sup>       | Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed<br><i>Rear Camera and Final assembly by dealer. Screen in Mirror (872) Add two hours labor.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |                | \$414.00 <sup>1</sup>   \$696.00 <sup>2</sup> |
| LapTop <sup>1</sup>                        | Optional equipment - specify<br><i>HaVis Premium PKG-PSM-242 package includes a heavy-duty vehicle specific base plate, heavy-duty pole with height adjust handle, swing arm motion device with tilt-swivel and stability support arm. The heavy-duty vehicle specific mounting base mounts to existing OEM seat bolts for easy installation (C-HDM-142) Heavy-duty height adjustable poles bolt to the vehicle specific base. precision machined parts eliminate metal-to-metal contact and allow for smooth movement during height adjustment. (C-HDM-202) Swing arms with motion adapters are ideal for computer usage from both the driver and front passenger seats. (C-MD-102) Side support arms add upper pole support for premium top level stability. (C-HDM-401)</i> <sup>1</sup> |                |                | \$680.00 <sup>1</sup>   NA                    |
| DOGBODY* <sup>1</sup>                      | Optional equipment - specify<br><i>10 compartment with rear storage. For HD stainless steel door (int-door-stnls-8) add \$1800. For High Capacity AC only add \$3000. For base-hoist BackSaver Hoist with Large Cage - front passenger compartment add \$3800. Pull out ramp \$650. Polypropylene floor grates (8) \$450. Catch pole holder tube style locking \$300. 2 Slide Out Trays For Storage of 6 Carriers or 4 Traps - Rear passenger side compartment \$650. 6 Carriers For Storage Trays \$550. 4 Traps For Storage Trays \$440. Removable Shelf - animal compartment \$150. Roll Out Tray in Rear Storage Compartment \$500. Rear Blind Spot Mirror \$200.</i> <sup>1</sup>                                                                                                      |                |                | \$17,750.00 <sup>1</sup>   NA                 |
| 31v.31B <sup>1</sup>                       | Optional equipment - specify<br><i>Second Stage Manufacturer ship through for Reading (31b) at \$543 and Knapheide (31v) at \$260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer. First Aid, Fire Extinguisher and DOT LED rechargeable warning lights; USE \$525. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) \$229 (59H*)</i> <sup>1</sup>                                                                                                                                                                           |                |                | \$543.00 <sup>1</sup>   NA                    |
| SCPO <sup>1</sup>                          | Optional equipment - specify<br><i>For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 &amp; Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                               |                |                | \$1,436.00 <sup>1</sup>   NA                  |
| Discount <sup>1</sup>                      | Optional equipment - specify<br><i>Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                           |                |                | \$5.00 <sup>1</sup>   NA                      |
| LABOR <sup>1</sup><br>LRPH <sup>2</sup>    | Labor rate per hour<br><i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation</i> <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                | \$135.00 <sup>1</sup>   \$96.00 <sup>2</sup>  |
| TEMP <sup>1</sup><br>TEMP TAG <sup>2</sup> | Temporary tag                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                | \$6.00 <sup>1</sup>   \$36.00 <sup>2</sup>    |

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| <b>VEHICLE:</b>                          | F-250 SD (F2A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                |                                                 |
| <b>DEALER:</b>                           | DUVAL FORD LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DUVAL FORD LLC | DUVAL FORD LLC | HUB CITY FORD                                   |
| <b>ZONE:</b>                             | ★ Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ★ Northern     | ★ Central      | ★ Southern                                      |
| <b>BASE PRICE:</b>                       | \$20,044.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$20,006.00    | \$20,308.00    | \$20,699.00                                     |
| TX <sup>1</sup><br>TER <sup>2</sup>      | Transfer existing registration (must provide tag number)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                |                | \$85.00 <sup>1</sup> \$100.00 <sup>2</sup>      |
| TAG <sup>1</sup><br>NST <sup>2</sup>     | New state tag (specify state, county, city, sheriff, etc.)<br><i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]</i> <sup>1</sup> |                |                | \$130.00 <sup>1</sup> \$165.00 <sup>2</sup>     |
| MPP575 <sup>1</sup>                      | Maintenance Plan - specify<br>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICKUP IS \$3675. Chassis Cab & Cutaway vehicles use \$2230. DIESEL Chassis Cab & Cutaway vehicles use \$3525 ADD \$300 FOR Police, Emergency and Fire Use <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                    |                |                | \$1,860.00 <sup>1</sup> NA                      |
| MPP675 <sup>1</sup>                      | Maintenance Plan - specify<br>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS \$3715. Chassis Cab & Cutaway vehicles use \$2280. DIESEL Chassis Cab & Cutaway vehicles use \$3580. ADD \$300 FOR Police, Emergency and Fire Use <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                  |                |                | \$1,905.00 <sup>1</sup> NA                      |
| MPP610 <sup>1</sup>                      | Maintenance Plan - specify<br>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. DIESEL PICK UP IS \$4320. GAS Chassis Cab & Cutaway vehicles use \$2845. For DIESEL Chassis Cab & Cutaway vehicles use \$4515. ADD \$500 FOR Police, Emergency and Fire Use <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                         |                |                | \$2,400.00 <sup>1</sup> NA                      |
| EB575 <sup>1</sup><br>6/100 <sup>2</sup> | Warranty - specify<br>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2385. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide 5 year, 75,000 mile, 3000 hr. Chassis GAS BaseCare "Ford Protect" at zero deductible use \$2640. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible use \$3225. Add \$755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck <sup>1</sup><br>POWERTRAIN CARE WITH (0) DED <sup>2</sup>                                                                                                                                                                      |                |                | \$1,725.00 <sup>1</sup> \$2,095.00 <sup>2</sup> |
| EE575 <sup>1</sup><br>6/100 <sup>2</sup> | Warranty - specify<br>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2900. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide 5 year, 75,000 mile 3000 hr. Chassis GAS ExtraCare "Ford Protect" at zero deductible use \$2945. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible use \$3655. Add \$755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck <sup>1</sup><br>BASE CARE WITH (0) DED <sup>2</sup>                                                                                                                                                                          |                |                | \$2,015.00 <sup>1</sup> \$2,570.00 <sup>2</sup> |
| EP575 <sup>1</sup><br>6/100 <sup>2</sup> | Warranty - specify<br>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3595. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide 5 year, 75,000 mile 3000 hr. Chassis GAS PremiumCare "Ford Protect" at zero deductible use \$3415. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible use \$4235. Add \$755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck <sup>1</sup><br>EXTRA CARE WITH (0) DED <sup>2</sup>                                                                                                                                                                   |                |                | \$2,825.00 <sup>1</sup> \$3,115.00 <sup>2</sup> |
| FB575 <sup>1</sup><br>6/100 <sup>2</sup> | Diesel Warranty - specify<br>5 Yr 75,000 mile zero deductible BASECare plan \$1830. 5 Yr 100,000 mile zero deductible use \$2555. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide 5 year, 75,000 mile 3000 hr. Chassis DIESEL BaseCare "Ford Protect" at zero deductible is \$2925. 5 year, 100,000 mile 4000 hr. Chassis BaseCare "Ford Protect" at zero deductible is \$3950. Add \$755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck <sup>1</sup><br>POWERTRAIN CARE WITH (0) DED <sup>2</sup>                                                                                                                                                        |                |                | \$1,830.00 <sup>1</sup> \$2,240.00 <sup>2</sup> |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                |                         |                         |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|-------------------------|-------------------------|
| VEHICLE:                                 | F-250 SD (F2A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                |                         |                         |
| DEALER:                                  | DUVAL FORD LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DUVAL FORD LLC | DUVAL FORD LLC | HUB CITY FORD           |                         |
| ZONE:                                    | ★ Western                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ★ Northern     | ★ Central      | ★ Southern              |                         |
| BASE PRICE:                              | \$20,044.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$20,006.00    | \$20,308.00    | \$20,699.00             |                         |
| FE575 <sup>1</sup><br>6/100 <sup>2</sup> | Diesel Warranty - specify<br>5 Yr 75,000 mile zero deductible EXTRACare plan \$2150. 5 Yr 100,000 mile zero deductible use \$3115.<br>Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide 5 year, 75,000 mile 3000 hr. Chassis DIESEL ExtraCare "Ford Protect" at zero deductible is \$3210. 5 year, 100,000 mile 4000 hr. Chassis ExtraCare "Ford Protect" at zero deductible is \$4525. Add \$755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck <sup>1</sup><br>BASE CARE WITH (0) DED <sup>2</sup>         |                |                | \$2,150.00 <sup>1</sup> | \$2,755.00 <sup>2</sup> |
| FP575 <sup>1</sup><br>6/100 <sup>2</sup> | Diesel Warranty - specify<br>5 Yr 75,000 mile zero deductible PREMIUMCare plan \$3010. 5 Yr 100,000 mile zero deductible use \$3705.<br>Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide 5 year, 75,000 mile 3000 hr. Chassis DIESEL PremiumCare "Ford Protect" at zero deductible is \$3740. 5 year, 100,000 mile 4000 hr. Chassis PremiumCare "Ford Protect" at zero deductible is \$5320. Add \$755 for Emergency (Fire, Amb, Police), Shuttle, or TowTruck <sup>1</sup><br>REXTRA CARE WITH (0) DED <sup>2</sup> |                |                | \$3,010.00 <sup>1</sup> | \$3,270.00 <sup>2</sup> |

**Fleet Department**  
windrow1@windrowfleetsales.com



**Phone: (800) 972-3673**  
**Office: (850) 398-6810**  
**Cell: (850) 393-4723**  
**Fax: (850) 398-6827**

31-Aug  
THOMAS D. GOODMAN  
YAMIL LOBO  
CITY OF DANIA BEACH  
754-224-6382

Contract # FSA16-VEL-24

YLOBO@DANIABEACHFL.GOV

| Exterior Vehicle Color                                                                                                                              | Emergency Lighting:                       | Driver side | Passenger side     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------|--------------------|
|                                                                                                                                                     | Color                                     | Lights      |                    |
| Interior Vehicle Color                                                                                                                              | Color                                     | Lenses      |                    |
| We Appreciate your interest in the 2017/2018 Florida Sheriff's Association of counties purchasing contract.<br>Listed below are items we discussed. |                                           |             |                    |
|                                                                                                                                                     |                                           |             | Price              |
|                                                                                                                                                     | <b>2018 FORD F-250 SD (F2A) SPEC # 55</b> |             | <b>\$20,699.00</b> |
| 90L                                                                                                                                                 | POWER WINDOW & DOOR LOCKS                 |             | \$914.00           |
| 18B                                                                                                                                                 | RUNNING BOARDS                            |             | \$319.00           |
| TTP                                                                                                                                                 | TRAILER TOW PKG                           |             | \$92.00            |
|                                                                                                                                                     | KNAPHEIDE BODY 696-J                      |             | \$5,896.00         |
|                                                                                                                                                     | PIPE RACK                                 |             | \$1,896.00         |
|                                                                                                                                                     |                                           |             |                    |
|                                                                                                                                                     | <b>ORDER BY (09-30-2017)</b>              |             |                    |
|                                                                                                                                                     |                                           |             |                    |
|                                                                                                                                                     |                                           |             |                    |
|                                                                                                                                                     |                                           |             |                    |
|                                                                                                                                                     |                                           |             |                    |
|                                                                                                                                                     |                                           |             |                    |
|                                                                                                                                                     |                                           |             |                    |
|                                                                                                                                                     |                                           |             | <b>\$29,816.00</b> |
|                                                                                                                                                     |                                           |             |                    |

Joe Windrow  
Fleet Sales Manager  
850-398-6810 Office  
850-393-4723 Cell

All vehicles will be ordered **WHITE** unless agency chooses a different color.  
Please return quote along with purchase order.

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

### Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

### Fiscal Impact/Cost Summary

### Exhibits Attached

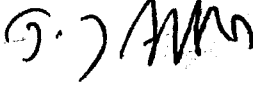
Memo, Resolution, Exhibit A

## MEMORANDUM

Date: September 26, 2017

To: Tamara James, Mayor  
Bill Harris, Vice Mayor  
Chickie Brandimarte, Commissioner  
Bobbie H. Grace, Commissioner  
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager  
Nicki Satterfield, Director, Finance Department  
Kathleen Weekes, Interim Executive Director, CRA

From: Thomas J. Ansbro, City Attorney 

Subject: Federal Lobbyist Agreement between the City of Dania Beach and  
The Gaboton Group, LLC

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As discussed by the City Commission recently, federal lobbyist services are desired to be obtained for the City. A resolution authorizing an agreement with the Gaboton Group in an annual amount not to exceed \$45,000.000 is attached. It includes on annual amount of \$3,416.00 for lobbyist services to be paid monthly and expenses not to exceed \$4,000.00. This agreement is virtually identical to the terms of the agreement that currently exists with the CRA and expires on September 30<sup>th</sup> of this year.

A copy of the proposed letter agreement is attached. This is ready for Commission approval (adoption of Resolution).

TJA/law

## **RESOLUTION NO. 2017-117**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WITH GABOTON GROUP, LLC TO PROVIDE FEDERAL PUBLIC AFFAIRS LOBBYIST AND LEGISLATIVE SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00) EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Gaboton Group, LLC provides professional services in the fields of government and public affairs including legislative procedure and regulatory processes, public policy, federal appropriations, and grant programs administered by the federal government; and

**WHEREAS**, the City of Dania Beach, Florida (“City”) deems it in its best interest to retain Gaboton Group, LLC to provide such services; and

**WHEREAS**, Gaboton Group, LLC proposes to provide these services for a monthly retainer of \$3,416.00, not to exceed Forty Thousand Nine Hundred Ninety Two Dollars (\$40,992.00) plus out-of-pocket expenses approved by the City Manager not to exceed a total of Four Thousand Dollars (\$4,000.00) for a period extending from October 1, 2017 through September 30, 2018;

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

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

**Section 2.** That the City Commission authorizes an Agreement with Gaboton Group, LLC for an annual amount not to exceed Forty Thousand Nine Hundred Ninety Two Dollars (\$40,992.00) for the retainer fees and a sum not to exceed Four Thousand Dollars (\$4,000.00) for reimbursable expenses; and further, the proper City Officials are authorized the proper City officials to execute an agreement, a copy of which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference, for such services and expenses; provided, however that no agreement will be effective unless and until it has been executed by all parties.

**Section 3.** That the City Manager and City Attorney are authorized to make minor revisions to the Agreement relating to the Agreement as are deemed necessary and proper for the best interests of the City.

**Section 4.** That funding for the public affairs and legislative services are planned and appropriated in the Fiscal Year 2017-2018 budget General Fund City Commission Professional Services Account No. 001-11-00-511-31-10.

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

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

**PASSED AND ADOPTED** on September 26, 2017.

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

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TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF  
DANIA BEACH, FLORIDA, AND THE GABOTON GROUP, LLC.**

The following is an agreement (this "Agreement") between the City of Dania Beach, Florida, and the firm The Gaboton Group, LLC, hereinafter referred to as "The Gaboton Group".

WHEREAS, The Gaboton Group provides professional services in the field of government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government; and

WHEREAS, the City of Dania Beach deems it in its best interest to employ The Gaboton Group to provide the City with services in the field of federal government and public affairs consulting, including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART I - SPECIFIC PROVISIONS**

A. **PROFESSIONAL SERVICES TO BE PROVIDED:** The Gaboton Group will consult and advise City officials and staff, as requested, on Federal government and public affairs including legislative procedure and regulatory processes, public policy, Federal appropriations, and grant programs administered by the Federal government, including but not limited to:

1. Developing strategies to obtain and maximize Federal funding for Transportation and Infrastructure, Economic Development, Law Enforcement, Emergency Response, Educational and Technological Related Activities, including Shore Restoration Initiatives mutually agreed to in writing by the City and The Gaboton Group.
2. Coordinating the City's Federal appropriations, authorizations, grants, legislation and policy related activities with the United States Congress and Federal agencies.
3. Access to The Gaboton Group's new Grant Services Department and to assist the City to secure federal grant funding from federal agencies in Washington DC.

4. Monitor trends and priorities amongst the federal agencies, and  
The Gaboton Group will work to refine City grant proposals and  
insure they reflect City Administration funding objectives.
5. Maintain direct contact with Congressional Delegation members,  
and their staff in Washington and Florida.
6. Coordinate and convene local meetings with staff from the offices  
of Representative Debbie Wasserman-Schultz, Senator Bill Nelson  
and Senator Marco Rubio to update the City on legislation and  
policy.
7. Maintain contact with key officials from the United States House of  
Representatives and Senate on issues and interests involving the  
City.
8. Assisting to maintain contact with key officials from the Florida  
State legislature, and Committees staff, on issues and interests  
involving the City.
9. Advocating City's interests to Federal Departments and Agencies  
as necessary; and

10. Two site visits per year to update and brief key City Officials and representatives on legislative activity and progress.

B. **PAYMENT:** The parties have determined the most efficient and economical method to compensate for The Gaboton Group's services to be provided is by a monthly retainer with a not to exceed annual contract amount of Forty One Thousand Dollars (\$41,000.00). The monthly retainer shall be deemed earned by The Gaboton Group upon the City being invoiced by The Gaboton Group.

(i) **MONTHLY RETAINER:** The Gaboton Group's compensation for the services provided hereunder shall be \$3,416.00 per month. The Gaboton Group shall submit the monthly \$3,416.00 fee invoice at the first of each month, beginning on October 1, 2017.

(ii) **EXPENSES:** The fees described in subsection (i) above include two (2) visits by The Gaboton Group personnel to the client offices. Such fees do not include, however, payment (reimbursement) for expenses incurred by The Gaboton Group, if any, in connection with (1) visits to the Client's offices in excess of the number of visits set forth in the foregoing sentence, and (2) out-of-town travel

undertaken by The Gaboton Group personnel at the advance written request of the client. Any reasonable and necessary costs incurred by The Gaboton Group in connection with such additional visits and out-of-town travel shall be paid (or reimbursed) by the Client upon presentation of reasonable back-up documentation; provided, however, no such expense shall exceed a maximum of Four Thousand Dollars (\$4,000.00) for the term of the Agreement.

## **PART II GENERAL PROVISIONS**

- A. **COOPERATION:** The City of Dania Beach will cooperate, participate in meetings, and provide any information and documentation as may be reasonably requested by The Gaboton Group to enable the Firm to provide professional services.
- B. **STATUS OF THE GABOTON GROUP, LLC:** The parties intend that The Gaboton Group, in performing its services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Gaboton Group is not to be considered an agent or

employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City of Dania Beach provides to its employees.

**C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING**

**INVOICES AND MAKING PAYMENTS:** All notices, invoices, and payments shall be made in writing and shall be given by electronic mail, U.S. mail or personal delivery. Notices, bills and payments sent by mail must be addressed as follows:

City of Dania Beach: Robert Baldwin  
City Manager  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004  
(954) 924-6800

The Gaboton Group: The Gaboton Group, LLC  
9100 Westphalia Road  
Upper Marlboro, MD 20774  
(202) 285-5002

**D. NON-DISCRIMINATION:** The Gaboton Group shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment related to race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or

mental disability.

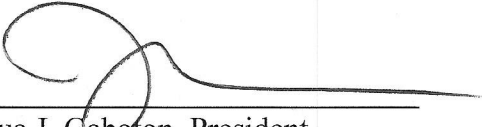
- E. **COMPLIANCE:** The Gaboton Group and the City of Dania Beach shall comply with the Lobbying Disclosure Act and all amendments and the Honest Leadership and Open Government Act of 2007.
- F. **TERM OF AGREEMENT:** This Agreement shall become effective October, 1, 2017 and shall terminate on September, 30, 2018 or upon 30 day's written notice by either party to the other with or without cause.
- G. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, in special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- H. **ATTORNEY'S FEES; COSTS; VENUE:** In the event that either party shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the

parties hereby consent and agree to the jurisdiction and venue of state and federal courts in Broward County, Florida.

- I. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both The Gaboton Group and the City of Dania Beach, Florida. **This Agreement may be extended by advance written mutual agreement.**

**IN WITNESS OF THE FOREGOING,** the parties have executed this Amendment effective as of \_\_\_\_\_, 2017.

THE GABOTON GROUP, LLC

  
\_\_\_\_\_  
Joshua J. Gaboton, President

ATTEST:

CITY OF DANIA BEACH

\_\_\_\_\_  
LOUISE STILSON, CMC  
CITY CERLK

\_\_\_\_\_  
TAMARA JAMES  
MAYOR

APPROVED AS TO LEGAL FORM:



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THOMAS J. ANSBRO  
CITY ATTORNEY

---

ROBERT BALDWIN  
CITY MANAGER

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Consent Agenda

**Continued from:**

### Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN AGREEMENT WITH THE HINTERLAND GROUP, INC. FOR THE PURCHASE OF PARTS AND LABOR FOR LIFT STATIONS 5, 7 AND 10 FOR THE PUBLIC SERVICES DEPARTMENT BY UTILIZING AVAILABLE PRICING UNDER THE PALM BEACH COUNTY, FLORIDA LIFT STATION WUD 14-047 CONTRACT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED NINETY THREE DOLLARS AND EIGHTY FIVE CENTS (\$1,137,593.85); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

### Purchasing Requests ONLY

|       |         |      |
|-------|---------|------|
| Dept: | Acct #: | Amt: |
| Fund: |         |      |

### Fiscal Impact/Cost Summary

|  |
|--|
|  |
|--|

### Exhibits Attached

Memo, Resolution, Hinterland Group, Inc. Agreement, Hinterland Group Estimates , PBC Hinterland Group WUD 14-047, Hinterland Group Inc Bid Prices, PBC Hinterland Group WUD 14-047 Amendment#2, PBC Hinterland Group Amendment No.3



# City of Dania Beach

## Department of Public Services

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

### MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: September 26, 2017

RE: Approval to Execute Agreement and Appropriate Funds for Lift Station Rehabilitation Project 5, 7, and 10 by the Hinterland Group Inc.

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### **Background Information**

Public Services Utilities Division has (16) Lift Stations citywide and has developed an annual maintenance program for the rehabilitation of lift stations based on age and distribution of the Lift Stations. Lift Stations 5, 7 and 10 are in need of immediate repair and upgrading. Due to the critical nature of these repairs Public Services is seeking funding approval for a Lift Station Rehabilitation Project in the amount of \$1,137,593.85.

Public Services is seeking to utilize the Palm Beach County Lift Station Continuing Contract Project No. WUD 14-047 which was competitively bid and awarded March 10, 2015 and renewed dated July 11, 2017, effective September 09, 2017 through September 09, 2018, with the Hinterland Group, Inc.

The City Commission approved permission to exceed One Million Dollars (\$1,000,000.00) by Ordinance No. 2017-029 on September 12, 2017 for expenses related to this project.

This project will be funded from the Sewer Fund Lift Station Reserves 402-276-00-00 and appropriated to the Sewer Fund Lift Station Rehabilitation Project 5, 7, and 10 Account No. 402-35-26-535-63-10.

### **Recommendation**

Public Services are recommending approval from the City Commission for a Lift Station Rehabilitation Project in the amount of One Million One Hundred Thirty Seven Thousand Five Hundred Ninety Three Dollars and Eighty Five (\$1,137,593.85) to fund a

Lift Station Rehabilitation Project for Lift Stations 5, 7, and 10, utilizing the Palm Beach Contract without competitive bidding.

## **RESOLUTION NO. 2017-118**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE HINTERLAND GROUP, INC. FOR THE PURCHASE OF PARTS AND LABOR FOR LIFT STATION REPAIRS AT LIFT STATIONS 5, 7, AND 10 FOR THE PUBLIC SERVICES DEPARTMENT BY UTILIZING AVAILABLE PRICING UNDER THE PALM BEACH COUNTY, FLORIDA LIFT STATION WUD 14-047 CONTRACT WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED NINETY THREE DOLLARS AND EIGHTY FIVE CENTS (\$1,137,593.85); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

**WHEREAS**, the Public Services Department currently has three (3) lift stations that are in need of repairs (Lift Stations 5, 7, and 10); and

**WHEREAS**, the Director of the Public Services Department has determined that such parts and labor can be purchased at the least cost to the City from Hinterland Group, Inc. by utilizing the pricing under the Palm Beach County, Florida Lift Station Continuing Contract Project WUD 14-047 which was competitively bid and awarded on March 10, 2015 and renewed under the same terms and conditions July 11, 2017 expiring September 30, 2018, a copy of which is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference; and

**WHEREAS**, Palm Beach County and Hinterland Group, Inc. have both given permission to utilize pricing under WUD 14-047; and

**WHEREAS**, the City Commission approved Ordinance No. 2017-029 on September 12, 2017 to exceed payment of One Million Dollars (\$1,000,000.00) for equipment repair and labor for the Lift Stations;

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

**Section 1.** That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

**Section 2.** That the City Manager is authorized to sign a contract for the purchase of lift stations parts from Hinterland Group, Inc. by utilizing the pricing under the Palm Beach County, Florida Lift Station Continuing Contract Project WUD 14-047 awarded March 10, 2015 and renewed July 11, 2017, a copy of which is attached as Exhibit “A”, and incorporated into this Resolution by this reference.

**Section 3.** That the City Administration is further authorized to open and sign a Purchase Order with Hinterland Group in amount not to exceed One Million One Hundred Thirty Seven Thousand Five Hundred Ninety Three Dollars and Eighty Five Cents (\$1,137,593.85) for the purchase of lift station parts to repair Lift Stations 5, 7, and 10 for the Public Services Department.

**Section 4.** That funding for the purchase of the above-described lift station parts and labor will be appropriated from the Sewer Fund Reserves Account No. 402-276-0000 to the Sewer Fund Lift Station Rehabilitation Projects 5, 7, and 10 Account No. 402-35-26-535-63-10 in an amount not to exceed One Million One Hundred Thirty Seven Thousand Five Hundred Ninety Three Dollars and Eighty Five Cents (\$1,137,593.85).

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

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

**PASSED AND ADOPTED** on September 26, 2017.

ATTEST:

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LOUISE STILSON, CMC  
CITY CLERK

---

TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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THOMAS J. ANSBRO  
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND  
HINTERLAND GROUP, INC. FOR LIFT STATION REHABILITATION AND  
CONSTRUCTION SERVICES UNDER THE PALM BEACH COUNTY ITB NO.  
14-047 AND PALM BEACH COUNTY CONTRACT NUMBER R-2015-0318**

This is an Agreement ("Agreement") dated \_\_\_\_\_, 2017, 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 Hinterland Group, Inc., a Florida corporation ("Contractor"), with a principal mailing address of 992 W. 15<sup>th</sup> Street, Riviera Beach, Florida 33404.

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

1. The current agreement, and any amendment(s) to it, under the Palm Beach County ITB No. 17-B-008F, between the Contractor and Palm Beach County, (a copy of the Invitation to Bid and the Agreement are attached as composite Exhibit "A", and are made a part of and are incorporated into this Agreement by this reference), shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

**IN WITNESS OF THE FOREGOING**, the parties have signed this Agreement, effective on the date first written above.

**CITY OF DANIA BEACH, FLORIDA,  
a Florida municipal corporation**

\_\_\_\_\_  
LOUISE STILSON, CMC  
CITY CLERK

\_\_\_\_\_  
TAMARA JAMES, MAYOR

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
THOMAS J. ANSBRO, CITY ATTORNEY

\_\_\_\_\_  
ROBERT BALDWIN, CITY MANAGER



**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

**CONTRACTOR:**  
**HINTERLAND GROUP, INC.**  
a Florida corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2017

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of Hinterland Group, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name



Hinterland Group, Inc.  
992 W. 15<sup>th</sup> Street  
Riviera Beach, 33404

992 W. 15 St.  
Riviera Beach, FL 33404  
(321) 633-7066  
dduke1@hinterlandgroup.com

## ESTIMATE

### ADDRESS

City of Dania Beach  
100 W Dania Bch. Blvd  
Dania Beach, FL 33004

ESTIMATE # 1637

DATE 10/03/2016

### P.O. NUMBER

LS #7 Conversion

| DATE       | ACTIVITY                                                                          | QTY   | RATE      | AMOUNT    |
|------------|-----------------------------------------------------------------------------------|-------|-----------|-----------|
| 10/03/2016 | <b>Service</b><br>Line Item 5 - Double Hatch Cover                                | 3     | 3,000.00  | 9,000.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 6 - Safety Grate Assembly                             | 3     | 1,000.00  | 3,000.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 7 - Wetwell Corrosion Barrier System                  | 2,546 | 15.00     | 38,190.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 19 - Wetwell Concrete Fillet Installation             | 45    | 38.00     | 1,710.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 20 - Wetwell Concrete Floor Buildup                   | 27    | 100.00    | 2,700.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 23 - 8" DIP Wetwell Discharge Downpipe                | 96    | 375.00    | 36,000.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 28 - 8" DIP Emergency By-pass Pipe Assembly w/Cam-lok | 1     | 3,800.00  | 3,800.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 32 - 8" DIP Push-On Joint Force Main                  | 20    | 75.00     | 1,500.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 38 - 8" Mechanical Joint Restraint for DIP/PVC/HDPE   | 8     | 100.00    | 800.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 42 - Ductile Iron Fittings for Wastewater Force Main  | 0.50  | 14,000.00 | 7,000.00  |

| DATE       | ACTIVITY                                                                                         | QTY  | RATE      | AMOUNT    |
|------------|--------------------------------------------------------------------------------------------------|------|-----------|-----------|
| 10/03/2016 | <b>Service</b><br>Line Item 50 - 4" DIP Wetwell Vent Assembly                                    | 1    | 700.00    | 700.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 58 - 8" to 10" Diameter Connection to Existing Wastewater Force Main | 1    | 3,200.00  | 3,200.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 60 - Removal and Disposal of Exist Pipe up to 8"                     | 112  | 5.00      | 560.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 73 - 6" Bypass Pumping & Piping Assembly                             | 48   | 500.00    | 24,000.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 76 - 10' Wetwell Concrete Top Slab                                   | 1.30 | 9,000.00  | 11,700.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 78 - Concrete Lift Station Pad Installation                          | 600  | 7.00      | 4,200.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 79 - Submersible Pump Guide Rail System                              | 90   | 80.00     | 7,200.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 82 - Submersible Pump 8" Base Elbow                                  | 3    | 2,200.00  | 6,600.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 85 - Submersible Pump Base Plate (for 8" Pump)                       | 3    | 1,200.00  | 3,600.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 86 - Submersible Pump Installation                                   | 3    | 1,800.00  | 5,400.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 94 - Remote Telemetry Unit w/Solar Panel                             | 1    | 13,000.00 | 13,000.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 95 - Antenna Installation w/Tower                                    | 1    | 7,500.00  | 7,500.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 99 - Control Panel & Instrumentation (30-60hp)                       | 2    | 48,450.00 | 96,900.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 100 - 1" Electrical Conduit Installation                             | 60   | 6.00      | 360.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 102 - 2" Electrical Conduit Installation                             | 100  | 10.00     | 1,000.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 103 - FPL Meter Box/Can Replacement                                  | 1    | 800.00    | 800.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 104 - Ultrasonic Level Transducer                                    | 1    | 2,200.00  | 2,200.00  |

| DATE       | ACTIVITY                                                                                                      | QTY | RATE      | AMOUNT    |
|------------|---------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| 10/03/2016 | <b>Service</b><br>Line Item 113 - 8" Gate Valve (FI or MJ)                                                    | 5   | 1,300.00  | 6,500.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 116 - Gate Valve Box                                                              | 1   | 250.00    | 250.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 117 - Concrete Collar for Valve Box                                               | 1   | 200.00    | 200.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 120 - 8" Swing Check Valve w/Outside Lever and Weight                             | 3   | 2,700.00  | 8,100.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 147 - Concrete Pavement Removal                                                   | 69  | 5.00      | 345.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 152 - Density Test                                                                | 8   | 100.00    | 800.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 153 - Proctor Test                                                                | 1   | 150.00    | 150.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 154 - Sod Replacement                                                             | 178 | 3.00      | 534.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 160 - Record Drawings (Lift Station Site)                                         | 1   | 3,000.00  | 3,000.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 183 - Pre-Construction Video                                                      | 1   | 600.00    | 600.00    |
| 10/03/2016 | <b>Service</b><br>Line Item 194 - Automatic Transfer Switch                                                   | 1   | 25,000.00 | 25,000.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 196 - Permit Allowance                                                            | 1   | 2,500.00  | 2,500.00  |
| 10/03/2016 | <b>Service</b><br>Line Item 198 - Misc Items - VFD Adder                                                      | 3   | 14,628.00 | 43,884.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 199 - Additional Work - Supply Pumps                                              | 1   | 86,522.18 | 86,522.18 |
| 10/03/2016 | <b>Service</b><br>Line Item 199 - Additional Work - Electrical Disconnect Switches                            | 2   | 13,300.00 | 26,600.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 199 - General Purpose, Vented, 3 Phase Transformer                                | 1   | 17,850.00 | 17,850.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 199 - Cutting & Removal of Existing Structure Tops.(Abandon below grade) Disposal | 2   | 19,275.00 | 38,550.00 |
| 10/03/2016 | <b>Service</b><br>Line Item 199 - Abandonment of Existing Pump Drywell Structure (Sand and Flowable Fill)     | 1   | 24,250.00 | 24,250.00 |

All pricing per Current PBC Annual LS Rehabilitation Contract WUD  
14-047. Pricing includes Triplex Control Panel, Air Conditioned with

**TOTAL**

**\$578,255.18**

VFD's. Quote includes reusing existing generator onsite. Please note this generator is not sufficient to operate all 3 pumps.

Accepted By

Accepted Date



Hinterland Group, Inc.  
992 W. 15<sup>th</sup> Street  
Riviera Beach, 33404

992 W. 15 St.  
Riviera Beach, FL 33404  
(321) 633-7066  
dduke1@hinterlandgroup.com

## ESTIMATE

### ADDRESS

City of Dania Beach  
100 W Dania Bch. Blvd  
Dania Beach, FL 33004

ESTIMATE # 1602

DATE 08/23/2016

### P.O. NUMBER

LS 10 Conversion

| DATE       | ACTIVITY                                                                                                  | QTY   | RATE      | AMOUNT    |
|------------|-----------------------------------------------------------------------------------------------------------|-------|-----------|-----------|
| 08/23/2016 | <b>Service</b><br>Line Item 7 - Wetwell/Manhole/Valve Vault<br>Approved Corrosion Barrier System          | 1,292 | 15.00     | 19,380.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 8 - Manhole Concrete Bench and<br>Flow Channel Rebuilding                     | 4     | 100.00    | 400.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 10 - Replace Manhole Ring &<br>Cover w/Concrete Collar (in non paved<br>area) | 1     | 800.00    | 800.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 15 - New Concrete Valve Vault                                                 | 1     | 12,000.00 | 12,000.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 19 - Wetwell Concrete Fillet<br>Installation                                  | 20    | 38.00     | 760.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 20 - Wetwell Concrete Floor Build<br>Up                                       | 14    | 40.00     | 560.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 22 - 6" DIP Wetwell Discharge<br>Downpipe                                     | 62    | 340.00    | 21,080.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 27 - 6" DIP Emergency Bypass<br>Pipe Assembly w/camllok                       | 1     | 3,200.00  | 3,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 31 - 6" DIP Push-On Joint Force<br>Main                                       | 20    | 60.00     | 1,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 42 - Ductile Iron Fittings for<br>Wastewater Force Main                       | 0.40  | 14,000.00 | 5,600.00  |

| DATE       | ACTIVITY                                                                                               | QTY  | RATE      | AMOUNT    |
|------------|--------------------------------------------------------------------------------------------------------|------|-----------|-----------|
| 08/23/2016 | <b>Service</b><br>Line Item 50 - 4" DIP Wetwell Vent Assembly                                          | 1    | 700.00    | 700.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 57 - 4" to 6" Diameter Connection to Existing WW Force Main                | 1    | 2,600.00  | 2,600.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 60 - Removal & Disposal of Exist. Pipe up to 8"                            | 75   | 5.00      | 375.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 73 - 6" By-pass Pumping & Piping Assembly                                  | 30   | 500.00    | 15,000.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 76 - 10' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate | 1    | 9,000.00  | 9,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 79 - Submersible Pump Guide Rail System                                    | 50   | 80.00     | 4,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 81 - Submersible Pump 6" Base Elbow                                        | 2    | 2,000.00  | 4,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 84 - Submersible Pump Base Plate (For 6" Pump)                             | 2    | 1,200.00  | 2,400.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 86 - Submersible Pump Installation (pump provided by owner)                | 2    | 1,800.00  | 3,600.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 87 - Black Vinyl-Coated Chainlink Fence Installation                       | 80   | 30.00     | 2,400.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 89 - Black Vinyl-Coated Chainlink Swing Fence Gate Installation            | 1    | 1,400.00  | 1,400.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 94 - Remote Telemetry Unit w/Solar Panel                                   | 1    | 13,000.00 | 13,000.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 95 - Antenna Installation w/Tower                                          | 1    | 7,500.00  | 7,500.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 99 - Control Panel & Instrumentation (30 to 60hp)                          | 1.30 | 48,450.00 | 62,985.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 100 - 1" Electrical Conduit Installation                                   | 40   | 6.00      | 240.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 102 - 2" Electrical Conduit Installation                                   | 40   | 10.00     | 400.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 103 - FPL Meter Box/Can Replacement                                        | 1    | 800.00    | 800.00    |

| DATE       | ACTIVITY                                                                                                                      | QTY | RATE      | AMOUNT    |
|------------|-------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| 08/23/2016 | <b>Service</b><br>Line Item 104 - Ultrasonic Level Transducer                                                                 | 1   | 2,200.00  | 2,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 110 - Backflow Preventer Assembly                                                                 | 1   | 1,400.00  | 1,400.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 112 - 6" Gate Valve (FI or MJ)                                                                    | 3   | 900.00    | 2,700.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 116 - Gate Valve Box (H-20 Load Rated)                                                            | 1   | 250.00    | 250.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 117 - Concrete Collar for Valve Box                                                               | 1   | 200.00    | 200.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 119 - 6" Swing Check Valve w/ Outside Lever and Weight                                            | 2   | 1,900.00  | 3,800.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 144 - Asphalt Driveway Removal & Restoration                                                      | 22  | 50.00     | 1,100.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 152 - Density Test                                                                                | 12  | 100.00    | 1,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 153 - Proctor Test                                                                                | 2   | 150.00    | 300.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 154 - Sod Replacement                                                                             | 222 | 3.00      | 666.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 156 - MOT                                                                                         | 150 | 2.00      | 300.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 160 - Record Drawings (Lift Station Site)                                                         | 1   | 3,000.00  | 3,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 161 - Construction Survey (Lift Station Site)                                                     | 1   | 1,000.00  | 1,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 183 - Pre-Construction Video (per Project Location)                                               | 1   | 600.00    | 600.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 199 - Additional Work not included in Bid Items - Dry Can (partial) Demolition & Abandon in Place | 1   | 16,875.00 | 16,875.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 199 - Additional Work not included in Bid Items - Supply Wilo 51HP Pumps (Qty.2)                  | 1   | 58,596.11 | 58,596.11 |

All pricing in Accordance with Current annual Palm Beach County  
Contract WUD 14-047

**TOTAL**

**\$289,567.11**



Accepted By

Accepted Date



Hinterland Group, Inc.  
992 W. 15<sup>th</sup> Street  
Riviera Beach, 33404

992 W. 15 St.  
Riviera Beach, FL 33404  
(321) 633-7066  
dduke1@hinterlandgroup.com

## ESTIMATE

### ADDRESS

City of Dania Beach  
100 W Dania Bch. Blvd  
Dania Beach, FL 33004

ESTIMATE # 1601

DATE 08/23/2016

### P.O. NUMBER

LS 5 Conversion

| DATE       | ACTIVITY                                                                                                  | QTY  | RATE      | AMOUNT    |
|------------|-----------------------------------------------------------------------------------------------------------|------|-----------|-----------|
| 08/23/2016 | <b>Service</b><br>Line Item 7 - Wetwell/Manhole/Valve Vault<br>Approved Corrosion Barrier System          | 820  | 15.00     | 12,300.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 8 - Manhole Concrete Bench and<br>Flow Channel Rebuilding                     | 4    | 100.00    | 400.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 10 - Replace Manhole Ring &<br>Cover w/Concrete Collar (in non-paved<br>area) | 1    | 800.00    | 800.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 15 - New Concrete Valve Vault                                                 | 1    | 12,000.00 | 12,000.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 19 - Wetwell Concrete Fillet<br>Installation                                  | 16   | 38.00     | 608.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 20 - Wetwell Concrete Floor Build<br>Up                                       | 10   | 40.00     | 400.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 22 - 6" DIP Wetwell Discharge<br>Downpipe                                     | 50   | 340.00    | 17,000.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 27 - 6" DIP Emergency Bypass<br>Pipe Assembly w/camlok                        | 1    | 3,200.00  | 3,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 31 - 6" DIP Push-On Joint Force<br>Main                                       | 20   | 60.00     | 1,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 42 - Ductile Iron Fittings for<br>Wastewater Force Main                       | 0.35 | 14,000.00 | 4,900.00  |

| DATE       | ACTIVITY                                                                                                 | QTY  | RATE      | AMOUNT    |
|------------|----------------------------------------------------------------------------------------------------------|------|-----------|-----------|
| 08/23/2016 | <b>Service</b><br>Line Item 50 - 4" DIP Wetwell Vent Assembly                                            | 1    | 700.00    | 700.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 57 - 4" to 6" Diameter Connection to Existing WW Force Main                  | 1    | 2,600.00  | 2,600.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 60 - Removal & Disposal of Exist. Pipe up to 8"                              | 60   | 5.00      | 300.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 73 - 6" By-Pass Pumping & Piping Assembly                                    | 30   | 500.00    | 15,000.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 75 - 8' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate    | 1    | 7,500.00  | 7,500.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 79 - Submersible Pump Guide Rail System                                      | 40   | 80.00     | 3,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 81 - Submersible Pump 6" Base Elbow                                          | 2    | 2,000.00  | 4,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 84 - Submersible Pump Base Plate (For 6" Pump)                               | 2    | 1,200.00  | 2,400.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 86 - Submersible Pump Installation (pump provided by owner)                  | 2    | 1,800.00  | 3,600.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 87 - Black Vinyl-Coated Chainlink Fence Installation                         | 100  | 30.00     | 3,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 89 - Black Vinyl-Coated Chainlink Swing Fence Gate Installation (12-ft wide) | 1    | 1,400.00  | 1,400.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 94 - Remote Telemetry Unit w/Solar Panel                                     | 1    | 13,000.00 | 13,000.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 95 - Antenna Installation w/Tower                                            | 1    | 7,500.00  | 7,500.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 99 - Control Panel & Instrumentation (30 to 60hp)                            | 1.30 | 48,450.00 | 62,985.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 100 - 1" Electrical Conduit Installation                                     | 40   | 6.00      | 240.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 102 - 2" Electrical Conduit Installation                                     | 40   | 10.00     | 400.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 103 - FPL Meter Box/Can Replacement                                          | 1    | 800.00    | 800.00    |

| DATE       | ACTIVITY                                                                                                                            | QTY | RATE      | AMOUNT    |
|------------|-------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| 08/23/2016 | <b>Service</b><br>Line Item 104 - Ultrasonic Level<br>Transducer                                                                    | 1   | 2,200.00  | 2,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 110 - Backflow Preventer<br>Assembly                                                                    | 1   | 1,400.00  | 1,400.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 112 - 6" Gate Valve (FI or MJ)                                                                          | 3   | 1,100.00  | 3,300.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 116 - Gate Valve Box (H-20 Load<br>Rated)                                                               | 1   | 250.00    | 250.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 117 - Concrete Collar for Valve<br>Box                                                                  | 1   | 200.00    | 200.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 119 - 6" Swing Check Valve w/<br>Outside Lever and Weight                                               | 2   | 1,900.00  | 3,800.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 144 - Asphalt Driveway Removal<br>& Restoration                                                         | 22  | 50.00     | 1,100.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 152 - Density Test                                                                                      | 12  | 100.00    | 1,200.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 153 - Proctor Test                                                                                      | 2   | 150.00    | 300.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 154 - Sod Replacement                                                                                   | 222 | 3.00      | 666.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 156 - MOT                                                                                               | 100 | 2.00      | 200.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 160 - Record Drawings (Lift<br>Station Site)                                                            | 1   | 3,000.00  | 3,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 161 - Construction Survey (Lift<br>Station Site)                                                        | 1   | 1,000.00  | 1,000.00  |
| 08/23/2016 | <b>Service</b><br>Line Item 183 - Pre-Construction Video<br>(per Project Location)                                                  | 1   | 600.00    | 600.00    |
| 08/23/2016 | <b>Service</b><br>Line Item 199 - Additional Work not<br>included in Bid Items - Dry Can (Partial)<br>Demolition & Abandon in Place | 1   | 16,875.00 | 16,875.00 |
| 08/23/2016 | <b>Service</b><br>Line Item 199 - Additional Work not<br>included in Bid Items - Supply Wilo 38.5 HP<br>Pumps (2)                   | 1   | 52,247.56 | 52,247.56 |

All pricing in Accordance with Current annual Palm Beach County  
Contract WUD 14-047.

**TOTAL**

**\$269,771.56**

Accepted By

Accepted Date

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 10, 2015                      Consent ☒                      Regular ☐  
Public Hearing ☐

Department: Water Utilities Department

I. EXECUTIVE BRIEF

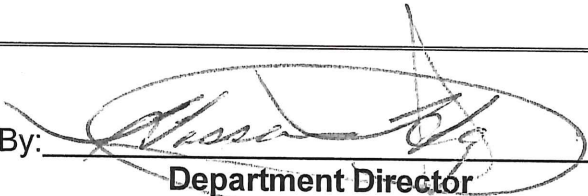
**Motion and Title:** Staff recommends motion to approve: a unit price contract with Hinterland Group, Inc. for the Water Utilities Department Lift Station Rehabilitation Continuing Construction Contract in the amount not to exceed \$6,797,500.

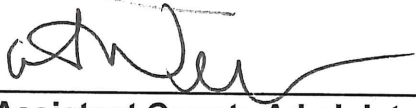
**Summary:** On October 29, 2014, three (3) bids were received for the Water Utilities Department Lift Station Rehabilitation Continuing Construction Contract. Hinterland Group, Inc. was determined to be the lowest responsive responsible bidder. The contract will provide materials and installation services for system-wide lift station rehabilitation projects over an 18 month term. The contract award is for the base contract only and does not guarantee or authorize Hinterland Group, Inc. to perform any work. Work will be assigned during the 18 month contract period through work authorizations drawn against this contract, with approvals pursuant to PPM CW-F-050. The unit prices for labor and materials contained in this Contract will be used in determining the cost of work authorizations. Supplements to work authorizations for changes that occur during construction will be subject to the change order limits for construction contracts as established under PPM CW-F-050, with each work authorization considered as an individual construction contract. There shall be no increase in the contract unit prices for the duration of the contract. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. Hinterland Group, Inc. was determined to have 0% SBE participation by the Office of Small Business Assistance in their bid because they did not provide specific information on the Schedule 2 SBE document. However, Hinterland Group, Inc. committed to 97.47% SBE participation under this contract. The second lowest bid was outside the range for award established by the SBE Ordinance. Hinterland Group, Inc. is a Palm Beach County company. (WUD Project No. 14-047) District 1, 2, 3, 5, 6 and 7 (JM)

**Background and Justification:** The Department owns and operates over 800 wastewater lift stations as part of the wastewater collection system. The Department's Capital Improvements Plan calls for the rehabilitation of approximately 26 lift stations annually. These upgrades will improve reliability during hurricane and other emergency events. The continuing construction contract will facilitate the completion of much needed rehabilitation work and reduce the response time for corrective action/repairs for any lift station emergency projects. There is no bid protest associated with this item.

**Attachments:**

- 1. Two (2) Original Contracts for Hinterland Group, Inc.
- 2. Location Map
- 3. Notice of Award Recommendation & Bid Tabulation Sheet
- 4. SBE Compliance Review

Recommended By:                       For                      3-2-2015  
Department Director                      Date

Approved By:                       3/6/15  
Assistant County Administrator                      Date

## **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

| Fiscal Years           | 2015               | 2016     | 2017     | 2018     | 2019     |
|------------------------|--------------------|----------|----------|----------|----------|
| Capital Expenditures   | <u>\$6,797,500</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues      | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Program Income         | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| (County)               |                    |          |          |          |          |
| In-Kind Match County   | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| CCRT                   |                    |          |          |          |          |
| NET FISCAL IMPACT      | <u>\$6,797,500</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # ADDITIONAL FTE       |                    |          |          |          |          |
| POSITIONS (Cumulative) | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

**Budget Account No.:** Fund 4011 Dept 721 Unit W031 Object 6546

Is Item Included in Current Budget?      Yes f      No \_\_\_\_\_

(\*) Amounts are not encumbered until work authorizations are issued.

Reporting Category **N/A**

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

The source of funds will depend on the nature of each specific work authorization. Work authorizations specific to the Water Utilities Department (WUD) will be funded by WUD user fees, connection fees and balances brought forward.

C. Department Fiscal Review: Delia M. West

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

3/10  
2/12 13  
2/13

OFMB

A. J. Jacobson 3/2/15  
Contract Development and Control

**B. Legal Sufficiency:**

**Legal Sufficiency:**

  
\_\_\_\_\_  
Assistant County Attorney 3/5/15

**C. Other Department Review:**

Department Director

This summary is not to be used as a basis for payment.

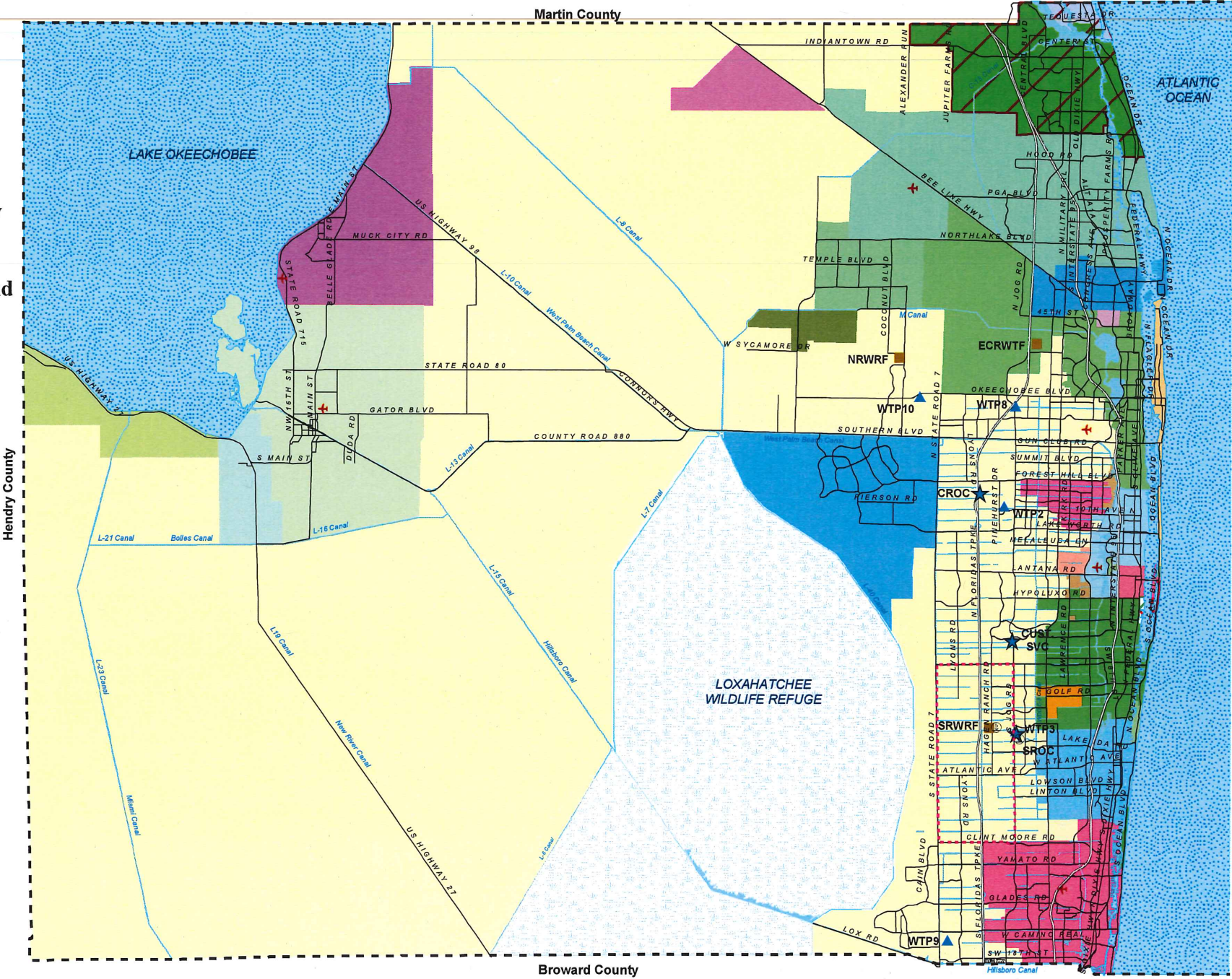




Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities

Attachment 2

- Legend
- P.B.C.W.U.D. SA
  - Mandatory Reclaimed SA
  - Palm Beach County Limits
  - Administration
  - Water Reclamation Facility
  - Water Treatment Facility
  - Wetlands





PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS **Draft, Subject to Change**  
AGENDA ITEM SUMMARY

Meeting Date: March 10, 2015

Consent ☒ Regular ☐  
Public Hearing ☐

Department: Water Utilities Department

**I. EXECUTIVE BRIEF**

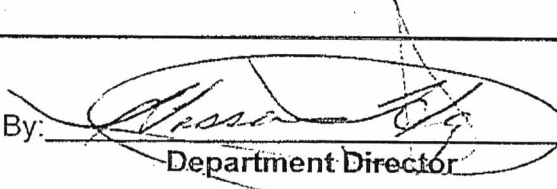
**Motion and Title: Staff recommends motion to approve:** a unit price contract with Hinterland Group, Inc. for the Water Utilities Department Lift Station Rehabilitation Continuing Construction Contract in the amount not to exceed \$6,797,500.

**Summary:** On October 29, 2014, three (3) bids were received for the Water Utilities Department Lift Station Rehabilitation Continuing Construction Contract. Hinterland Group, Inc. was determined to be the lowest responsive responsible bidder. The contract will provide materials and installation services for system-wide lift station rehabilitation projects over an 18 month term. The contract award is for the base contract only and does not guarantee or authorize Hinterland Group, Inc. to perform any work. Work will be assigned during the 18 month contract period through work authorizations drawn against this contract, with approvals pursuant to PPM CW-F-050. The unit prices for labor and materials contained in this Contract will be used in determining the cost of work authorizations. Supplements to work authorizations for changes that occur during construction will be subject to the change order limits for construction contracts as established under PPM CW-F-050, with each work authorization considered as an individual construction contract. There shall be no increase in the contract unit prices for the duration of the contract. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. Hinterland Group, Inc. was determined to have 0% SBE participation by the Office of Small Business Assistance in their bid because they did not provide specific information on the Schedule 2 SBE document. However, Hinterland Group, Inc. committed to 97.47% SBE participation under this contract. The second lowest bid was outside the range for award established by the SBE Ordinance. Hinterland Group, Inc. is a Palm Beach County company. (WUD Project No. 14-047) District 1, 2, 3, 5, 6 and 7 (JM)

**Background and Justification:** The Department owns and operates over 800 wastewater lift stations as part of the wastewater collection system. The Department's Capital Improvements Plan calls for the rehabilitation of approximately 26 lift stations annually. These upgrades will improve reliability during hurricane and other emergency events. The continuing construction contract will facilitate the completion of much needed rehabilitation work and reduce the response time for corrective action/repairs for any lift station emergency projects. There is no bid protest associated with this item.

**Attachments:**

1. Two (2) Original Contracts for Hinterland Group, Inc.
2. Location Map
3. Notice of Award Recommendation & Bid Tabulation Sheet
4. SBE Compliance Review

Recommended By:  for 3-2-2015  
Department Director Date

Approved By: \_\_\_\_\_  
Assistant County Administrator Date

# Inter-Office Memorandum

Palm Beach County



Water Utilities Department

**TO:** Jim Stiles, Director  
 Water Utilities Department  
  
**DATE:** December 22, 2014  
  
**FROM:** Maurice Tobon, P.E., Director of Engineering  
 Water Utilities Department  
  
**RE:** Notice of Award Recommendation  
 Lift Station Rehabilitation Continuing Construction Contract  
 Project No: WUD 14-047

2014 DEC 31 PM 3 38

The bid opening for the above referenced project was held on Wednesday, October 29, 2014. Bids were received from three (3) contractors. A summary of the results of the bidders' total base bid price is as follows:

| BIDDER'S NAME                   | BASE BID           |
|---------------------------------|--------------------|
| Hinterland Group, Inc.          | \$ 6,797,500.00 *  |
| TLC Diversified, Inc.           | \$ 9,959,547.00 ** |
| Murray Logan Construction, Inc. | \$11,449,675.00    |

\* The Total Base Bid from "Hinterland Group, Inc." was recalculated from \$6,767,300.00 to \$6,797,500.00 due to two computational errors in the bid form - 6.

\*\* The Total Base Bid from "TLC Diversified, Inc." was recalculated from \$9,959,147.00 to \$9,959,547.00 due to one computational error in the bid form - 6.

The engineer's recommendation is to award to Hinterland Group, Inc. as the lowest responsive bidder.

The engineer's opinion of probable construction cost was \$6,350,000. An evaluation of the low bid is as follows:

1. The Bid Form provided in the Contract Documents was properly executed.

2. Bid Bond equal to 5% of the total base bid was enclosed on the form provided in the Contract Documents.
3. The contractor holds a valid general contractor's license. Hinterland Group, Inc. has Local Preference and has submitted the required documentation.
4. SBE-M/WBE Schedule #1 provided in the Contract Documents was properly filled out. SBE-M/WBE Schedule #2 did not provide specific information regarding the scope of work. The low bidder **did not** met the 15% SBE goal established under the SBE Ordinance. (A copy of the Office of Small Business Assistance SBE-M/WBE Compliance Review is attached.)

Based on their bid results. Contract award is recommended to the low responsive bidder, Hinterland Group, Inc. in the amount of \$6,797,500.00.

A copy of this notice has been posted at the bid opening location and will be left there for a minimum of five (5) business days.

VG/vg

#### Attachments

cc: Hassan Hadjimiry, P.E., Assistant Utilities Director  
Maurice Tobon, P.E., Director of Engineering  
Craig C. Williams, Assistant Director Finance & Administration  
Henry Melendez, P.E., Pipeline Design Manager

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# BID TABULATION SHEET

TITLE

Lift Station Rehabilitation Continuing Construction Contract

BID#

14-047

PAGE 1 OF 1

|                                                                                     | Hinterland Group, Inc. |   | Murray Logan Construction, Inc. |   | TLC Diversified, Inc. |   |    |   |    |   |
|-------------------------------------------------------------------------------------|------------------------|---|---------------------------------|---|-----------------------|---|----|---|----|---|
|                                                                                     |                        |   |                                 |   |                       |   |    |   |    |   |
| <b>BASE BID</b>                                                                     | \$6,767,300.00         |   | \$11,449,675.00                 |   | \$9,959,147.00        |   | \$ |   | \$ |   |
| Addendum #1                                                                         | (Y)                    | N | (Y)                             | N | (Y)                   | N | Y  | N | Y  | N |
| <b>Attachment #1<br/>BID BOND</b>                                                   | (Y)                    | N | (Y)                             | N | (Y)                   | N | Y  | N | Y  | N |
| Attachment #2<br>SBE-M/WBE<br>Schedules                                             | (Y)                    | N | (Y)                             | N | (Y)                   | N | Y  | N | Y  | N |
| Attachment #3<br>Certification of<br>Business Location                              | (Y)                    | N | (Y)                             | N | (Y)                   | N | Y  | N | Y  | N |
| Attachment #3A<br>Certification of<br>Business Location<br>Glades<br>Subcontractors | (Y)                    | N | (Y)                             | N | (Y)                   | N | Y  | N | Y  | N |
| Attachment #4<br>List of<br>Subcontractors                                          | (Y)                    | N | (Y)                             | N | (Y)                   | N | Y  | N | Y  | N |
| Attachment #5<br>Trench Safety                                                      | (Y)                    | N | (Y)                             | N | (Y)                   | N | Y  | N | Y  | N |

BIDS PICKED UP BY VICTOR GUTIERREZ

ENGINEER

DATE 10/29/14



**Office of  
Small Business Assistance**

50 South Military Trail,  
Suite 202  
West Palm Beach, FL 33415  
  
(561) 616-6840  
FAX: (561) 616-6850  
[www.pbcgov.com/osba](http://www.pbcgov.com/osba)

**Palm Beach County  
Board of County  
Commissioners**

Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor  
  
Hal R. Valeche  
Paulette Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**

Robert Weisman, P.E.  
  
  
  
  
  
  
  
  
  
"An Equal Opportunity  
Affirmative Action Employer"

**DATE:** December 10, 2014

**TO:** Victor M. Gutierrez, P.E.  
Pipeline Design Section  
**WUD Engineering Division**

**THROUGH:** Allen Gray, Manager  
Office of Small Business Assistance

**FROM:** Patricia Wilhelm, Small Business Development  
Specialist II

**SUBJECT:** Compliance Review on Project No. WUD 14-047  
Lift Station Rehabilitation Cont. Const. Contract

The following is a Compliance Review of SBE participation on the above-mentioned project.

Low Bidder: Hinterland Group, Inc  
5401 N. Haverhill Rd. Unit 114  
W. Palm Beach, FL. 33407  
Phone: 561-640-3503  
Bid Opening: October 29, 2014  
Bid Amount: \$6,767,300.00  
**Goal: 15% Overall**  
**Goal Achieved: 0 %**

**SBE Participation:**  
<sup>1</sup>(SB)Hinterland Group, Inc. 0%

2nd Low Bidder: TLC Diversified, Inc.  
2917 17<sup>th</sup> St. E.  
Palmetto, FL. 34221  
Phone: 561-478-2025  
Bid Amount: \$9,959,147.00  
**Goal: 15% Overall**  
**Goal Achieved: 21.35%**

**SBE Participation:**

|                         |                       |               |
|-------------------------|-----------------------|---------------|
| (SB)Electron Corp       | \$2,040,567.00        | 20.48%        |
| (SB)Anything in Fence   | \$ 34,200.00          | .34%          |
| (SW)Bird's Eye          | \$ 5,625.00           | .06%          |
| (SW)Betsy Lindsay, Inc. | \$ 46,800.00          | .47%          |
|                         | <u>\$2,127,192.00</u> | <u>21.35%</u> |





Page 2.

3rd Low Bidder: Murray Logan Const. Inc.  
313 65<sup>th</sup> Trail N.  
West Palm Beach, FL. 33413  
Phone: 561-686-3948  
Bid Amount: \$11,449,675.00  
**Goal: 15% Overall**  
**Goal Achieved: 16.53%**

**SBE Participation:**

|                      |                |        |   |
|----------------------|----------------|--------|---|
| (SB) C.R. Dunn, Inc. | \$1,593,030.00 | 13.91  | % |
| (SB) Dennis Leavy    | \$ 54,000.00   | .472   | % |
| (SB) Martin Fence    | \$ 68,965.00   | .602   | % |
| (SB) Rosso Site Dev. | \$ 177,511.50  | 1.55   | % |
|                      | \$1,893,506.50 | 16.53% |   |

**EVALUATION:**

The Low Bidder, Hinterland Group, Inc. has not met the SBE requirement for this project.

The second low bidder, TLC Diversified, Inc. Has met the SBE requirement for this project.

The third low bidder, Murray Logan Construction, Inc. has met the SBE requirement for this project but is outside the range for ranking of responsive bidders.

c: Allen Gray, Manager OSBA  
Tammy Fields, Chief Assistant County Attorney

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<sup>1</sup> No credit given to Hinterland Group they did not provide specific information on Schedule 2 regarding the scope of work to be performed by their company, therefore no credit was given.

## SCHEDULE OF BID PRICES

Project No.: WUD 14-047

Project Name: Lift Station Rehabilitation Continuing Construction Contract

| Bid Item No. | Item                                                                                                   | Quantity | Units     | Unit Price | Total   |
|--------------|--------------------------------------------------------------------------------------------------------|----------|-----------|------------|---------|
| 1            | Single or Double Hatch Cover (up to 30"x48")                                                           | 10       | Each      | 1,800      | 18,000  |
| 2            | Safety Grate Assembly(up to 30" x 48")                                                                 | 10       | Each      | 800        | 8,000   |
| 3            | Single or Double Hatch Cover (larger than 30"x48" to 36"x48")                                          | 10       | Each      | 2,200      | 22,000  |
| 4            | Safety Grate Assembly (larger than 30"x48 to 36"x48")                                                  | 10       | Each      | 900        | 9,000   |
| 5            | Double Hatch Cover (larger than 36"x48" to 48"x54")                                                    | 5        | Each      | 3,000      | 15,000  |
| 6            | Safety Grate Assembly (larger than 36"x48" to 48"x54")                                                 | 5        | Each      | 1,000      | 5,000   |
| 7            | Existing: Wetwell/Manhole/Valve Vault Approved Corrosion Barrier System including Repairs and Cleaning | 20,000   | SQ.FT.    | 15         | 300,000 |
| 8            | Manhole Concrete Bench and Flow Channel Rebuilding                                                     | 50       | CU. FT.   | 100        | 5,000   |
| 9            | Replace Manhole Ring & Cover (in pavement)                                                             | 10       | Each      | 900        | 9,000   |
| 10           | Replace Manhole Ring & Cover w/ Concrete Collar (in non-paved area)                                    | 10       | Each      | 800        | 8,000   |
| 11           | Raising of Exist. Manhole Ring & Cover (up to 2")                                                      | 15       | Lump Sum  | 500        | 7,500   |
| 12           | Raising of Exist. Manhole Ring & Cover (up to 24" Max. Manhole Chimney Height)                         | 15       | Lump Sum  | 900        | 13,500  |
| 13           | Adjustment of Exist. Manhole Ring & Cover by Replacing Corbel Top Section                              | 10       | Lump Sum  | 8,600      | 86,000  |
| 14           | New Concrete Valve Vault (Interior Dimension 4'Lx6'Wx4'D)                                              | 5        | Each      | 11,000     | 55,000  |
| 15           | New Concrete Valve Vault (Interior Dimension 5'Lx7'Wx4'D)                                              | 4        | Each      | 12,000     | 48,000  |
| 16           | 6' Diameter New Concrete Wetwell with approved Solid Cast-In Liner                                     | 20       | Vert. Ft. | 2,600      | 52,000  |



|    |                                                                               |     |           |       |         |
|----|-------------------------------------------------------------------------------|-----|-----------|-------|---------|
| 17 | 8' Diameter New Concrete Wetwell with approved Solid Cast-In Liner            | 20  | Vert. Ft. | 3,900 | 78,000  |
| 18 | 10' Diameter New Concrete Wetwell with approved Solid Cast-In Liner           | 20  | Vert. Ft. | 6,200 | 124,000 |
| 19 | Wetwell Concrete Fillet Installation                                          | 100 | CU. FT.   | 38    | 3,800   |
| 20 | Wetwell Concrete Floor Build Up                                               | 100 | CU. FT.   | 40    | 4,000   |
| 21 | 4" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)  | 200 | L.F.      | 320   | 64,000  |
| 22 | 6" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)  | 200 | L.F.      | 340   | 68,000  |
| 23 | 8" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault)  | 150 | L.F.      | 375   | 56,250  |
| 24 | 10" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault) | 100 | L.F.      | 400   | 40,000  |
| 25 | 12" DIP Wetwell Discharge Downpipe (From pump base elbow through valve vault) | 100 | L.F.      | 420   | 42,000  |
| 26 | 4" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok                              | 10  | Each      | 3,000 | 30,000  |
| 27 | 6" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok                              | 10  | Each      | 3,200 | 32,000  |
| 28 | 8" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok                              | 5   | Each      | 3,800 | 19,000  |
| 29 | 10" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok                             | 5   | Each      | 4,000 | 20,000  |
| 30 | 4" DIP Push-On Joint Force Main (36"-60" Cover)                               | 500 | L.F.      | 60    | 30,000  |
| 31 | 6" DIP Push-On Joint Force Main (36"-60" Cover)                               | 500 | L.F.      | 60    | 30,000  |
| 32 | 8" DIP Push-On Joint Force Main (36"-60" Cover)                               | 250 | L.F.      | 75    | 18,750  |
| 33 | 10" DIP Push-On Joint Force Main (36"-60" Cover)                              | 200 | L.F.      | 90    | 18,000  |
| 34 | 12" DIP Push-On Joint Force Main (36"-60" Cover)                              | 200 | L.F.      | 110   | 22,000  |
| 35 | 16" DIP Push-On Joint Force Main (36"-60" Cover)                              | 150 | L.F.      | 140   | 21,000  |
| 36 | 4" Mechanical Joint Restraint for DIP/PVC/HDPE                                | 60  | Each      | 70    | 4,200   |
| 37 | 6" Mechanical Joint Restraint for DIP/PVC/HDPE                                | 60  | Each      | 100   | 6,000   |
| 38 | 8" Mechanical Joint Restraint for DIP/PVC/HDPE                                | 60  | Each      | 100   | 6,000   |
| 39 | 10" Mechanical Joint Restraint for DIP/PVC/HDPE                               | 60  | Each      | 130   | 7,800   |
| 40 | 12" Mechanical Joint Restraint for DIP/PVC/HDPE                               | 40  | Each      | 185   | 7,400   |



|    |                                                                                                                                 |     |          |        |         |
|----|---------------------------------------------------------------------------------------------------------------------------------|-----|----------|--------|---------|
| 41 | 16" Mechanical Joint Restraint for DIP/PVC/HDPE                                                                                 | 40  | Each     | 300    | 12,000  |
| 42 | Ductile Iron Fittings for Wastewater Force Main                                                                                 | 10  | Tons     | 14,000 | 140,000 |
| 43 | Ductile Iron Fittings for Potable Water Main                                                                                    | 5   | Tons     | 10,000 | 50,000  |
| 44 | 4" PVC C-900 Push-On Joint Force Main (36"-60" Cover)                                                                           | 500 | L.F.     | 30     | 15,000  |
| 45 | 6" PVC C-900 Push-On Joint Force Main (36"-60" Cover)                                                                           | 500 | L.F.     | 40     | 20,000  |
| 46 | 8" PVC C-900 Push-On Joint Force Main (36"-60" Cover)                                                                           | 250 | L.F.     | 45     | 11,250  |
| 47 | 10" PVC C-900 Push-On Joint Force Main (36"-60" Cover)                                                                          | 200 | L.F.     | 50     | 10,000  |
| 48 | 12" PVC C-900 Push-On Joint Force Main (36"-60" Cover)                                                                          | 200 | L.F.     | 60     | 12,000  |
| 49 | 16" PVC C-905 Push-On Joint Force Main (36"-60" Cover)                                                                          | 150 | L.F.     | 75     | 11,250  |
| 50 | 4" DIP Wetwell Vent Assembly                                                                                                    | 10  | Lump Sum | 700    | 7,000   |
| 51 | Pressure Pipe Bell Restraint For 4" DIP/PVC (split design)                                                                      | 40  | Each     | 160    | 6,400   |
| 52 | Pressure Pipe Bell Restraint For 6" DIP/PVC (split design)                                                                      | 40  | Each     | 200    | 8,000   |
| 53 | Pressure Pipe Bell Restraint For 8" DIP/PVC (split design)                                                                      | 40  | Each     | 280    | 11,200  |
| 54 | Pressure Pipe Bell Restraint For 10" DIP/PVC (split design)                                                                     | 20  | Each     | 540    | 10,800  |
| 55 | Pressure Pipe Bell Restraint For 12" DIP/PVC (split design)                                                                     | 20  | Each     | 560    | 11,200  |
| 56 | Pressure Pipe Bell Restraint For 16" DIP/PVC (split design)                                                                     | 20  | Each     | 1,200  | 24,000  |
| 57 | 4" to 6" Diameter Connection to Existing Wastewater Force Main (Joint Restraint for existing pipe to be included if required)   | 8   | Each     | 2,600  | 20,800  |
| 58 | 8" to 10" Diameter Connection to Existing Wastewater Force Main (Joint Restraint for existing pipe to be included if required)  | 8   | Each     | 3,200  | 25,600  |
| 59 | 12" to 16" Diameter Connection to Existing Wastewater Force Main (Joint Restraint for existing pipe to be included if required) | 4   | Each     | 4,000  | 16,000  |
| 60 | Removal & Disposal of Exist. Pipe up to 8"                                                                                      | 100 | L.F.     | 5      | 500     |
| 61 | Removal & Disposal of Exist. Pipe 10" to 16"                                                                                    | 100 | L.F.     | 10     | 1,000   |
| 62 | Deactivation, Flush and Grouting of Exist. Pipe up to 8"                                                                        | 600 | L.F.     | 5      | 3,000   |
| 63 | Deactivation, Flush and Grouting of Exist. Pipe 10" to 16"                                                                      | 300 | L.F.     | 8      | 2,400   |
| 64 | Up to 8" DIP x AC Pipe Adapter                                                                                                  | 8   | Each     | 650    | 5,200   |



|    |                                                                                                                                   |       |          |       |         |
|----|-----------------------------------------------------------------------------------------------------------------------------------|-------|----------|-------|---------|
| 65 | 10" to 12" DIP x AC Pipe Adapter                                                                                                  | 8     | Each     | 950   | 7,600   |
| 66 | Up to 6" Asbestos Pipe Removal/Abatement (buried up to 60")                                                                       | 400   | L.F.     | 40    | 16,000  |
| 67 | 8" to 12" Asbestos Pipe Removal/Abatement (buried up to 60")                                                                      | 400   | L.F.     | 40    | 16,000  |
| 68 | Asbestos Pipe Abatement for up to 8" Cut-In Tee                                                                                   | 120   | L.F.     | 60    | 7,200   |
| 69 | Asbestos Pipe Abatement for 10" to 12" Cut-In Tee                                                                                 | 80    | L.F.     | 80    | 6,400   |
| 70 | Poly-Wrap 4"-8" Pipe                                                                                                              | 1500  | L.F.     | 2     | 3,000   |
| 71 | Poly-Wrap 10"-16" Pipe                                                                                                            | 800   | L.F.     | 3     | 2,400   |
| 72 | 4" By-Pass Pumping & Piping Assembly                                                                                              | 200   | Day      | 500   | 100,000 |
| 73 | 6" By-Pass Pumping & Piping Assembly                                                                                              | 200   | Day      | 500   | 100,000 |
| 74 | 6' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate, Vent Pipe and Approved Corrosion System (Remove & Replace)  | 5     | Lump Sum | 6,500 | 32,500  |
| 75 | 8' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate, Vent Pipe and Approved Corrosion System (Remove & Replace)  | 5     | Lump Sum | 7,500 | 37,500  |
| 76 | 10' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate, Vent Pipe and Approved Corrosion System (Remove & Replace) | 2     | Lump Sum | 9,000 | 18,000  |
| 77 | Valve Vault Concrete Top Slab (Remove & Replace)                                                                                  | 100   | SQ. FT.  | 100   | 10,000  |
| 78 | Concrete Lift Station Pad Installation (6" thick w/ no.9 WWF)                                                                     | 2,000 | SQ. FT.  | 7     | 14,000  |
| 79 | Submersible Pump Guide Rail System (to match pump)                                                                                | 1,000 | L.F.     | 80    | 80,000  |
| 80 | Submersible Pump 4" Base Elbow                                                                                                    | 10    | Each     | 1800  | 18,000  |
| 81 | Submersible Pump 6" Base Elbow                                                                                                    | 10    | Each     | 2000  | 20,000  |
| 82 | Submersible Pump 8" Base Elbow                                                                                                    | 4     | Each     | 2,200 | 8,800   |
| 83 | Submersible Pump Base Plate (For 4" Pump)                                                                                         | 10    | Each     | 1,200 | 12,000  |



|     |                                                                           |     |      |        |         |
|-----|---------------------------------------------------------------------------|-----|------|--------|---------|
| 84  | Submersible Pump Base Plate (For 6" Pump)                                 | 10  | Each | 1,200  | 12,000  |
| 85  | Submersible Pump Base Plate (For 8" Pump)                                 | 10  | Each | 1,200  | 12,000  |
| 86  | Submersible Pump Installation (pump provided by the County)               | 10  | Each | 1,800  | 18,000  |
| 87  | Black Vinyl-Coated Chainlink Fence Installation                           | 500 | L.F. | 30     | 15,000  |
| 88  | Removal of Existing Fence                                                 | 500 | L.F. | 2.     | 1,000   |
| 89  | Black Vinyl-Coated Chainlink Swing Fence Gate Installation (12-ft wide)   | 10  | Each | 1,400  | 14,000  |
| 90  | Black Vinyl-Coated Chainlink Sliding Fence Gate Installation (12-ft wide) | 4   | Each | 2,600  | 10,400  |
| 91  | Black Vinyl-Coated Chainlink Maintenance/Man Fence Gate (4-ft wide)       | 4   | Each | 800    | 3,200   |
| 92  | Fence Slats (Black or Green) (1-1/4" wide)                                | 500 | L.F. | 12     | 6,000   |
| 93  | 4" Concrete Filled Bollard (30" high above ground)                        | 10  | Each | 550    | 5,500   |
| 94  | Remote Telemetry Unit w/Solar Panel                                       | 10  | Each | 13,000 | 130,000 |
| 95  | Antenna Installation w/ Tower                                             | 10  | Each | 7,500  | 75,000  |
| 96  | Control Panel & Instrumentation (up to 9.9 hp)                            | 10  | Each | 39,900 | 399,000 |
| 97  | Control Panel & Instrumentation (10 to 19.9 hp)                           | 10  | Each | 40,450 | 404,500 |
| 98  | Control Panel & Instrumentation (20 to 29.9 hp)                           | 10  | Each | 42,400 | 424,000 |
| 99  | Control Panel & Instrumentation (30 to 60 hp)                             | 10  | Each | 48,450 | 484,500 |
| 100 | 1" Electrical Conduit Installation                                        | 200 | L.F. | 6      | 1,200   |
| 101 | 1-1/2" Electrical Conduit Installation                                    | 200 | L.F. | 8      | 1,600   |
| 102 | 2" Electrical Conduit Installation                                        | 200 | L.F. | 10     | 2,000   |
| 103 | FPL Meter Box/Can Replacement                                             | 10  | Each | 800    | 8,000   |
| 104 | Ultrasonic Level Transducer                                               | 15  | Each | 2,200  | 33,000  |
| 105 | 1-1/2" - 2" New Water Service Tap up to 8" Water Main                     | 10  | Each | 2,800  | 28,000  |
| 106 | 1-1/2" - 2" New Water Service Tap 10" to 12" Water Main                   | 10  | Each | 2,800  | 28,000  |
| 107 | 1-1/2" - 2" New Water Service Tap 14" to 16" Water Main                   | 10  | Each | 3,200  | 32,000  |
| 108 | 1-1/2" PVC or HDPE Water Service Installation                             | 200 | L.F. | 100    | 20,000  |



|     |                                                                                                                        |     |          |       |        |
|-----|------------------------------------------------------------------------------------------------------------------------|-----|----------|-------|--------|
| 109 | 2" PVC or HDPE Water Service Installation                                                                              | 200 | L.F.     | 100   | 20,000 |
| 110 | Backflow Preventer Assembly                                                                                            | 10  | Lump Sum | 1,400 | 14,000 |
| 111 | 4" Gate Valve (FL or MJ)                                                                                               | 30  | Each     | 900   | 27,000 |
| 112 | 6" Gate Valve (FL or MJ)                                                                                               | 30  | Each     | 1,100 | 33,000 |
| 113 | 8" Gate Valve (FL or MJ)                                                                                               | 10  | Each     | 1,300 | 13,000 |
| 114 | 10" Gate Valve (FL or MJ)                                                                                              | 10  | Each     | 1,900 | 19,000 |
| 115 | 12" Gate Valve (FL or MJ)                                                                                              | 10  | Each     | 2,200 | 22,000 |
| 116 | Gate Valve Box (H-20 Load Rated)                                                                                       | 20  | Each     | 250   | 5,000  |
| 117 | Concrete Collar for Valve Box                                                                                          | 20  | Each     | 200   | 4,000  |
| 118 | 4" Swing Check Valve w/ Outside Lever and Weight                                                                       | 20  | Each     | 1,600 | 32,000 |
| 119 | 6" Swing Check Valve w/ Outside Lever and Weight                                                                       | 20  | Each     | 1,900 | 38,000 |
| 120 | 8" Swing Check Valve w/ Outside Lever and Weight                                                                       | 10  | Each     | 2,700 | 27,000 |
| 121 | 10" Swing Check Valve w/ Outside Lever and Weight                                                                      | 5   | Each     | 4,400 | 22,000 |
| 122 | 12" Swing Check Valve w/ Outside Lever and Weight                                                                      | 5   | Each     | 5,900 | 29,500 |
| 123 | 8" PVC SDR 26 Gravity Sanitary Sewer Main 0' to 7.9' deep                                                              | 500 | L.F.     | 70    | 35,000 |
| 124 | 8" PVC SDR 26 Gravity Sanitary Sewer Main 8' to 15.9' deep                                                             | 500 | L.F.     | 120   | 60,000 |
| 125 | 8" PVC SDR 26 Gravity Sanitary Sewer Main 16' to 22' deep                                                              | 500 | L.F.     | 180   | 90,000 |
| 126 | 8" PVC C-900 Gravity Sanitary Sewer Main 0' to 7.9' deep (Restrained Joint & Pressure Tested to Force Main Standards)  | 100 | L.F.     | 100   | 10,000 |
| 127 | 8" PVC C-900 Gravity Sanitary Sewer Main 8' to 15.9' deep (Restrained Joint & Pressure Tested to Force Main Standards) | 200 | L.F.     | 140   | 28,000 |
| 128 | 8" PVC C-900 Gravity Sanitary Sewer Main 16' to 22' deep (Restrained Joint & Pressure Tested to Force Main Standards)  | 200 | L.F.     | 200   | 40,000 |
| 129 | 8" DIP/PVC C-900 Gravity Sanitary Sewer Main 0' to 7.9' deep                                                           | 100 | L.F.     | 100   | 10,000 |
| 130 | 8" DIP/PVC C-900 Gravity Sanitary Sewer Main 8' to 15.9' deep                                                          | 100 | L.F.     | 140   | 14,000 |



|     |                                                                                                                           |     |           |        |         |
|-----|---------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------|---------|
| 131 | 8" DIP/PVC C-900 Gravity Sanitary Sewer Main 16' to 22' deep                                                              | 200 | L.F.      | 200    | 40,000  |
| 132 | 10" DIP/PVC C-900 Gravity Sanitary Sewer Main 14' to 15.9' deep                                                           | 100 | L.F.      | 120    | 12,000  |
| 133 | 10" DIP/PVC C-900 Gravity Sanitary Sewer Main 16' to 18' deep                                                             | 100 | L.F.      | 180    | 18,000  |
| 134 | 4' Diameter Sanitary Sewer Manhole 0' to 7.9' deep w/ Ring, Cover and Approved Corrosion Barrier System                   | 8   | Each      | 6,500  | 52,000  |
| 135 | 4' Diameter Sanitary Sewer Manhole 8' to 15.9' deep w/ Ring, Cover and Approved Corrosion Barrier System                  | 5   | Each      | 14,000 | 70,000  |
| 136 | 4' Diameter Sanitary Sewer Manhole 16' to 22' deep w/ Ring, Cover and Approved Solid Cast-In Liner                        | 3   | Each      | 18,000 | 54,000  |
| 137 | Concrete Collar for Manhole                                                                                               | 10  | Each      | 500    | 5,000   |
| 138 | Up to 8" Diameter PVC Inside Drop Pipe Assembly - Add to any Manhole                                                      | 20  | Vert. Ft. | 80     | 1600    |
| 139 | Point Repair (open trench), 4" through 8" Gravity Pipe (up to 7.9' deep)                                                  | 100 | L.F.      | 340    | 34,000  |
| 140 | Point Repair (open trench), 4" through 8" Gravity Pipe (8' to 16' deep)                                                   | 150 | L.F.      | 500    | 75,000  |
| 141 | Point Repair (open trench), 10" through 12" Gravity Pipe (up to 7.9' deep)                                                | 175 | L.F.      | 500    | 87,500  |
| 142 | Point Repair (open trench), 10" through 12" Gravity Pipe (8' to 16' deep)                                                 | 175 | L.F.      | 900    | 157,500 |
| 143 | Remove and Reinstall or Replace Trees up to 4" diameter or Palm Trees up to 12" diameter                                  | 15  | Each      | 750    | 11,250  |
| 144 | Asphalt Driveway Removal & Restoration (up to 2.5" thick)                                                                 | 550 | SQ. YD.   | 50     | 27,500  |
| 145 | Concrete Driveway Removal & Restoration (up to 6.0" thick)                                                                | 200 | SQ. YD.   | 50     | 10,000  |
| 146 | Asphalt Pavement Removal                                                                                                  | 750 | SQ. YD.   | 5      | 3,750   |
| 147 | Concrete Pavement Removal                                                                                                 | 250 | SQ. YD.   | 5      | 1,250   |
| 148 | Asphalt Pavement Overlay (1.5" thick, Asphalt Type S-III: 20 to 100 tons per work area) Including Milling and Resurfacing | 100 | Tons      | 300    | 30,000  |



|     |                                                               |        |          |       |        |
|-----|---------------------------------------------------------------|--------|----------|-------|--------|
| 149 | Concrete Sidewalk Removal & Restoration (up to 4.0" thick)    | 550    | SQ. YD.  | 45    | 24,750 |
| 150 | Asphalt Sidewalk Removal & Restoration (up to 2.0" thick)     | 550    | SQ. YD.  | 45    | 24,750 |
| 151 | Concrete Curb and Gutter Removal & Restoration                | 500    | L.F.     | 35    | 17,500 |
| 152 | Density Test                                                  | 75     | Each     | 100   | 7,500  |
| 153 | Proctor Test                                                  | 25     | Each     | 150   | 3,750  |
| 154 | Sod Replacement (St Augustine or Bahia)                       | 5,000  | SQ. YD.  | 3     | 15,000 |
| 155 | Demucking and Backfill with Imported Clean Fill               | 2,000  | CU. YD.  | 25    | 50,000 |
| 156 | Maintenance of Traffic (M.O.T.)                               | 10,000 | L.F.     | 2     | 20,000 |
| 157 | Preconstruction Wetwell/Manhole Survey (Condition Assessment) | 500    | Each     | 65    | 32,500 |
| 158 | Record Drawings (Force Main/Gravity Pipe)                     | 2,000  | L.F.     | 3     | 6,000  |
| 159 | Construction Survey (Force Main/Gravity Pipe)                 | 2,000  | L.F.     | 3     | 6,000  |
| 160 | Record Drawings (Lift Station Site)                           | 15     | Lump Sum | 3,000 | 45,000 |
| 161 | Construction Survey (Lift Station Site)                       | 15     | Lump Sum | 1,000 | 15,000 |
| 162 | 6"x4" Tapping Sleeve w/Valve                                  | 2      | Each     | 2,400 | 4,800  |
| 163 | 8"x4" Tapping Sleeve w/Valve                                  | 2      | Each     | 2,600 | 5,200  |
| 164 | 8"x6" Tapping Sleeve w/Valve                                  | 2      | Each     | 3,800 | 7,400  |
| 165 | 10"x4" Tapping Sleeve w/Valve                                 | 2      | Each     | 2,600 | 5,200  |
| 166 | 10"x6" Tapping Sleeve w/Valve                                 | 2      | Each     | 2,800 | 5,600  |
| 167 | 10"x8" Tapping Sleeve w/Valve                                 | 2      | Each     | 4,300 | 8,600  |
| 168 | 12"x4" Tapping Sleeve w/Valve                                 | 2      | Each     | 2,600 | 5,200  |
| 169 | 12"x6" Tapping Sleeve w/Valve                                 | 2      | Each     | 3,900 | 7,800  |
| 170 | 12"x8" Tapping Sleeve w/Valve                                 | 2      | Each     | 4,300 | 8,600  |
| 171 | 12"x10" Tapping Sleeve w/Valve                                | 2      | Each     | 7,500 | 15,000 |
| 172 | 16"x4" Tapping Sleeve w/Valve                                 | 2      | Each     | 3,800 | 7,600  |
| 173 | 16"x6" Tapping Sleeve w/Valve                                 | 2      | Each     | 4,000 | 8,000  |
| 174 | 16"x8" Tapping Sleeve w/Valve                                 | 2      | Each     | 8,500 | 17,000 |
| 175 | 16"x10" Tapping Sleeve w/Valve                                | 2      | Each     | 9,200 | 18,400 |



|                                             |                                                                        |     |          |             |                        |
|---------------------------------------------|------------------------------------------------------------------------|-----|----------|-------------|------------------------|
| 176                                         | 16"x12" Tapping Sleeve w/Valve                                         | 2   | Each     | 11,000      | 22,000                 |
| 177                                         | 4" Line Stop (for Force Mains)                                         | 4   | Each     | 3,200       | 12,800                 |
| 178                                         | 6" Line Stop (for Force Mains)                                         | 4   | Each     | 4,000       | 16,000                 |
| 179                                         | 8" Line Stop (for Force Mains)                                         | 4   | Each     | 4,200       | 16,800                 |
| 180                                         | 10" Line Stop (for Force Mains)                                        | 2   | Each     | 5,000       | 10,000                 |
| 181                                         | 12" Line Stop (for Force Mains)                                        | 2   | Each     | 5,800       | 11,600                 |
| 182                                         | 16" Line Stop (for Force Mains)                                        | 2   | Each     | 8,500       | 17,000                 |
| 183                                         | Pre-Construction Video (per Project Location)                          | 15  | Lump Sum | 600         | 9,000                  |
| 184                                         | Relocation of Existing Irrigation Lines                                | 100 | L.F.     | 20          | 2,000                  |
| 185                                         | Relocation of Existing AT&T Utilities                                  | 100 | L.F.     | 250         | 25,000                 |
| 186                                         | Relocation of Existing Comcast Utilities                               | 100 | L.F.     | 250         | 25,000                 |
| 187                                         | Relocation of Existing Electric Utilities                              | 100 | L.F.     | 250         | 25,000                 |
| 188                                         | Expedited Mobilization for Emergency Work (within 24 hours of request) | 10  | Each     | 500         | 5,000                  |
| 189                                         | Automatic Transfer Switch (100A, 240V, 3 phase)                        | 2   | Each     | 20,000      | 40,000                 |
| 190                                         | Automatic Transfer Switch (225A, 240V, 3 phase)                        | 2   | Each     | 20,000      | 40,000                 |
| 191                                         | Automatic Transfer Switch (400A, 240V, 3 phase)                        | 2   | Each     | 20,000      | 40,000                 |
| 192                                         | Automatic Transfer Switch (100A, 480V, 3 phase)                        | 2   | Each     | 25,000      | 50,000                 |
| 193                                         | Automatic Transfer Switch (225A, 480V, 3 phase)                        | 2   | Each     | 25,000      | 50,000                 |
| 194                                         | Automatic Transfer Switch (400A, 480V, 3 phase)                        | 2   | Each     | 25,000      | 50,000                 |
| 195                                         | Geotechnical Investigation Allowance                                   | 1   | Lump Sum | \$15,000.00 | \$15,000.00            |
| 196                                         | Permit Allowance                                                       | 1   | Lump Sum | \$10,000.00 | \$10,000.00            |
| 197                                         | FPL Allowance                                                          | 1   | Lump Sum | \$30,000.00 | \$30,000.00            |
| 198                                         | Contract Allowance for Miscellaneous Items                             | 1   | Lump Sum | \$25,000.00 | \$25,000.00            |
| 199                                         | Additional work not included in Bid Items                              | 1   | Lump Sum | \$50,000.00 | \$50,000.00            |
| <b>TOTAL BASE BID (Bid Item Nos. 1-199)</b> |                                                                        |     |          |             | <b>\$ 6,767,300.00</b> |

(The Total Base Bid Price is to be written in numerical figures above. In case of discrepancies or errors, the unit price shown for each bid item shall govern and the corrected Total Base Bid Price shall be calculated as such.) Unit prices for bid items shall include all necessary standard mobilization, trench safety, permits and bonding.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 6, 2016                      Consent [X]                      Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Amendment No. 2 to the Water Utilities Department (WUD) Lift Station Rehabilitation Continuing Construction Contract (Contract) with Hinterland Group, Inc., renewing the Contract for an additional one (1) year and increasing the Contract amount by \$2,000,000.

**Summary:** On March 10, 2015, the Board of County Commissioners (BCC) approved the WUD Lift Station Rehabilitation Continuing Construction Contract (Contract) with Hinterland Group, Inc. (R2015-0318). The Contract provides for materials and construction services for system-wide lift station rehabilitation projects in the amount of \$6,797,500 over an 18-month term, with the possibility of two (2) one-year renewals. Hinterland Group, Inc., was the lowest responsive and responsible bidder at a unit price amount significantly below the other bidders.

On March 1, 2016 (R2016-0257), Amendment No. 1 to the Contract increased the Contract amount by \$1,000,000 to provide the funding amount necessary for Work Authorization No. 5. Work Authorization No. 5 provided for the rehabilitation of nine (9) lift stations throughout the WUD service area that, when combined with previous work authorizations, cumulatively exceeded the original Contract amount. There were no time extensions to the Contract as part of this Amendment.

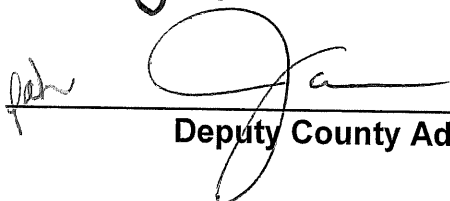
Amendment No. 2 to the Contract will renew the Contract for an additional one (1) year, retroactive to September 30, 2016, and will increase the Contract amount by an additional \$2,000,000 to provide the funding amount necessary for additional lift station rehabilitations required throughout the WUD service area. The rehabilitation work undertaken under Amendment No. 2 will include the replacement of pumps, piping, pump guide rails, fences, concrete slabs and driveways to increase reliability, safety, security and ease of maintenance.

The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. Hinterland Group, Inc. has performed 99.75% SBE participation under the Contract. Hinterland Group, Inc. is a Palm Beach County company. This project is included in the FY17 Capital Improvement Plan adopted by the BCC. (WUD Project No. 14-047) Countywide (MJ)

**Background and Justification:** WUD owns and operates over 900 wastewater lift stations as part of the wastewater collection system. The WUD's Capital Improvements Plan calls for the rehabilitation of approximately 30 lift stations annually. These upgrades will improve or replace outdated equipment and will increase the reliability during hurricane and other emergency events. Some of these lift stations are operating with components that are past their expected service life. Completion of this work will restore the service life of these lift station assets thus improving the long term operability and reliability of the County Wastewater system. Amendment No. 2 will provide for construction services to complete rehabilitation of submersible lift stations throughout the Water Utilities Department (WUD) service area. Amendment No. 2 will additionally increase the Contract time and amount to provide adequate funding for additional work under the Contract.

- Attachments:**
- 1. Location Map
  - 2. Two (2) Original Amendment No.2

Recommended By:  Department Director                      11-23-16                      Date

Approved By:  Deputy County Administrator                      11-30-16                      Date



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years                            | 2017               | 2018     | 2019     | 2020     | 2021     |
|-----------------------------------------|--------------------|----------|----------|----------|----------|
| Capital Expenditures                    | <u>\$2,000,000</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| External Revenues                       | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Operating Expenses                      | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| In-Kind Match County                    | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| NET FISCAL IMPACT                       | <u>\$2,000,000</u> |          |          |          |          |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u>           | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Budget Account No.: Fund 4011 Agency 721 Org. W031 Object 6546  
Reporting Category N/A

Is Item Included in Current Budget? Yes X No

B. Recommended Sources of Funds/Summary of Fiscal Impact:

One (1) time expenditure from user fees, connection fees, and balance brought forward.

C. Department Fiscal Review: Allyson West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa Ponce 11/22/16  
OFMB ET 11/22 11/22

Dr. J. Jacobson 11/30/16  
Contract Development and Control  
11/30/16 11/30/16

B. Legal Sufficiency:

[Signature] 11/30/16  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

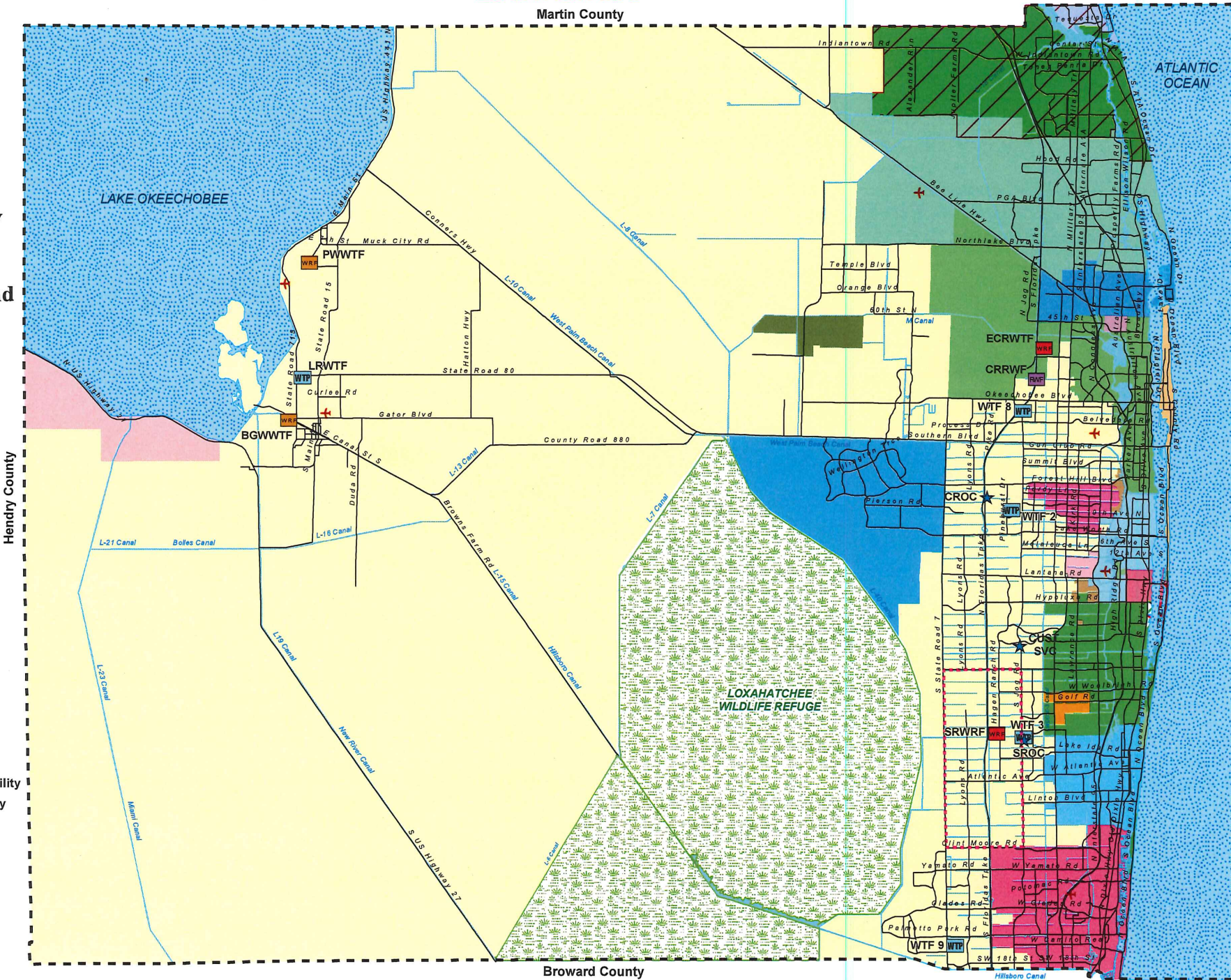
This summary is not to be used as a basis for payment.



**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

**ATTACHMENT 1  
LOCATION MAP**

Martin County



Hendry County

Broward County

- Legend**
- ★ Administration
  - WTF Water Treatment Facility
  - RWF Reclamation Facility
  - WWRF Wastewater Reclamation Facility
  - WWTW Wastewater Treatment Facility
  - Mandatory Reclaimed SA
  - - - Palm Beach County Limits
  - Yellow P.B.C.W.U.D. Service Area



**AMENDMENT No 2 TO CONTRACT WITH  
HINTERLAND GROUP, INC.  
LIFT STATION REHABILITATION  
CONTINUING CONTRACT**

This Amendment No. 2 dated \_\_\_\_\_ to the Contract (R-2015-0318) dated March 10, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and **Hinterland Group, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

**WITNESSETH**

**WHEREAS**, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the contract for the:

**Continuing Contract For**

**Lift Station rehabilitation**

**Contract No: WUD 14-047;**

**WHEREAS**, on March 1, 2016 (County Resolution R-2016-0257), the CONTRACTOR and COUNTY entered into a First Amendment to the Contract ("First Amendment") increasing the Contract amount by \$1,000,000, and

**WHEREAS**, the Contract expired on September 10, 2016; and

**WHEREAS**, the parties hereto desire to retroactively amend the Contract to extend it for an additional one (1) year period and increase the Contract amount by \$2,000,000.00.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract is retroactively renewed for one (1) additional year from September 10, 2016 to September 9, 2017, with

one additional twelve months renewal remaining pursuant to  
Supplemental General Condition No. 3.

2. The Contract amount is hereby increased by \$2,000,000.00 for a total  
Contract amount of \$9,797,500.00.
3. Except as specifically modified above, the terms and conditions of the  
Contract are hereby confirmed and remain in full force and effect.

INWITNESS WHEREOF, the Board of County Commissioners of Palm Beach County,  
Florida has made and executed this Amendment on behalf of the COUNTY and CONTRACTOR  
has hereunto set its hand the day and year above written.



ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA A  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

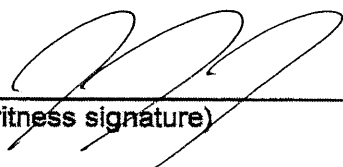
APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

  
\_\_\_\_\_  
Jim Stiles, Director  
Water Utilities Department

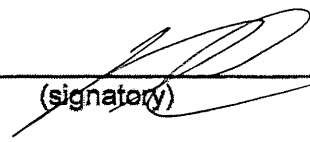
'CONTRACTOR'

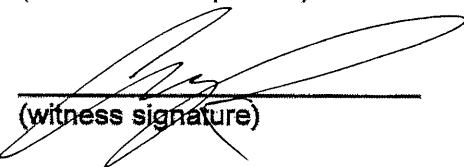
By: \_\_\_\_\_  
Hinterland Group, Inc.

  
\_\_\_\_\_  
(witness signature)

a \_\_\_\_\_ Florida \_\_\_\_\_ corporation  
(insert state of corporation)

\_\_\_\_\_  
Jay Breig  
(witness name printed)

By:   
\_\_\_\_\_  
(signatory)

  
\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
Daniel Duke III  
(print signatory's name)

\_\_\_\_\_  
Chase Rogers  
(witness name printed)

By: \_\_\_\_\_  
President  
(print title)

(Corporate Seal)

\_\_\_\_\_  
October 12th, 2016  
(date of execution)

\_\_\_\_\_  
992 W 15th Street  
(Contractor's Official Address)

\_\_\_\_\_  
Riviera Beach, FL 33404  
(Contractor's City, State, Zip Code)

**R 2017 009 00**  
**AMENDMENT No. 3 TO CONTRACT WITH  
HINTERLAND GROUP, INC.  
LIFT STATION REHABILITATION  
CONTINUING  
CONSTRUCTION  
CONTRACT**

This Amendment No. 3 dated JUL 11 2017 to the Contract (R-2015-0318) dated March 10, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and **Hinterland Group, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

**WHEREAS**, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the Contract for the:

**Lift Station Rehabilitation Continuing Construction**

**Contract No: WUD 14-047;**

**WHEREAS**, on March 1, 2016 (County Resolution R-2016-0257), the CONTRACTOR and COUNTY entered into Amendment No. 1 to the Contract ("First Amendment") increasing the Contract amount by \$1,000,000, and

**WHEREAS**, on December 6, 2016 (R-2016-1774), the CONTRACTOR and COUNTY entered into Amendment No. 2 to the Contract ("Second Amendment") renewing the Contract for an additional one (1) year period and increasing the Contract amount by \$2,000,000, and

**WHEREAS**, the parties hereto desire to renew the Contract for an additional one (1) year period.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract is renewed for one (1) additional year from September 09, 2017 to September 9, 2018 with no more renewal options remaining pursuant to the Supplemental General Conditions No. 3.
2. The Contract amount of \$9,797,500 has not been increased.
3. Except as specifically modified above, the terms and conditions of the Contract, as amended by the First Amendment and the Second Amendment, are hereby confirmed and remain in full force and effect.

INWITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 3 on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

Sharon Bock  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

[Signature]  
Assistant County Attorney

[Signature]  
(witness signature)

BRETT KONCHAK  
(witness name printed)

[Signature]  
(witness signature)

Julie Guinn  
(witness name printed)

(Corporate Seal)

R2017-0900 JUL 11 2017

PALM BEACH COUNTY, FLORIDA A  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By: Paulette Burdick  
Paulette Burdick, Mayor

APPROVED AS TO TERMS AND  
CONDITIONS

Jim Stiles  
Jim Stiles, Director  
Water Utilities Department

'CONTRACTOR'

By: Hinterland Grap, Inc

a Florida corporation  
(insert state of corporation)

By: [Signature]  
(signatory)

Daniel Duke III  
(print signatory's name)

By: President  
(print title)

May 1, 2017  
(date of execution)

992 W 15th St  
(Contractor's Official Address)

Riviera Beach, FL 33404  
(Contractor's City, State, Zip Code)



# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Discussion

**Continued from:**

| Requested Action (Identify appropriate Action or Motion) |  |  |
|----------------------------------------------------------|--|--|
| Discussion Item                                          |  |  |

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

| Fiscal Impact/Cost Summary |
|----------------------------|
|                            |

| Exhibits Attached |
|-------------------|
| Memo, Resolution  |

Date: September 26, 2017

To: Mayor Tamara James  
Vice Mayor Bill Harris  
Commissioner Chickie Brandimarte  
Commissioner Bobbie H. Grace  
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

Subject: City Commission Base Salary Adjustment

The approved city budget included funding for a base salary adjustment for the City Commission. In order to implement a base salary adjustment for the beginning of the fiscal year, the City Commission will need to approve this resolution tonight. The City Commission can determine the base salary for the mayor and commissioners and then incorporate the rate into the attached resolution for approval.

We have researched City records, and though the City Commission has received periodic adjustments in line with the cost of living, the base salaries have not been adjusted for at least a decade.

Attached is a survey of elected officials' salaries compiled by the Public Employers Personnel Information Exchange (PEPE) at other municipalities. The PEPE survey is conducted by human resource professionals across the State of Florida on a voluntary basis.

City Commission direction is requested.

# 2017 PEPiE ANNUAL SALARY SURVEY ELECTED OFFICIALS

## Mayor

| Employer Name               | Your Title        | EE Category | Type of Government | Minimum  | Midpoint | Maximum  | Average Actual Salary | Comments                                           |
|-----------------------------|-------------------|-------------|--------------------|----------|----------|----------|-----------------------|----------------------------------------------------|
| City Of Tamarac             | Mayor             | PT          | CM                 | \$37,733 | \$37,733 | \$37,733 | \$37,733              |                                                    |
| City Of Margate             | Mayor             |             | CM                 | \$30,275 | \$30,275 | \$30,275 | \$30,275              |                                                    |
| City Of Clearwater          | Mayor             | PT          | CM                 | \$25,755 | \$25,755 | \$25,755 | \$25,755              |                                                    |
| City Of Dania Beach         | Mayor             | PT          | CM                 | \$25,065 | \$25,065 | \$25,065 | \$25,065              |                                                    |
| City Of Largo               | Mayor             | PT          | CM                 | \$22,051 | \$22,051 | \$22,051 | \$22,051              |                                                    |
| City Of Pinellas Park       | Mayor             | PT          | CC/CM              | \$21,826 | \$21,826 | \$21,826 | \$21,826              |                                                    |
| City Of Riviera Beach       | MAYOR             | PT          | SM                 | \$20,200 | \$20,200 | \$20,200 | \$20,200              |                                                    |
| City Of Stuart              |                   | PT          | CM                 | \$11,628 |          |          | \$11,628              |                                                    |
| City Of Greenacres          | Mayor             | PT          | CM                 |          |          | \$12,600 | \$12,600              | Inc \$5,100/Yr Expense Acct                        |
| City Of Dunedin             | Mayor             | PT          |                    | \$10,000 |          |          |                       |                                                    |
| Town Of Lantana             | Mayor             | PT          | CM                 | \$7,200  | \$7,200  | \$7,200  | \$7,200               | \$300 monthly stipend                              |
| City Of Boynton Beach       | City Mayor        | PT          | CM & CC            |          |          |          | \$22,453              |                                                    |
| City Of Coconut Creek       | Mayor             | PT          | CM                 |          |          |          | \$32,573              |                                                    |
| City Of Coral Springs       | Mayor             | PT          | CM                 |          |          |          | \$22,478              |                                                    |
| City Of Fort Lauderdale     | Mayor             | 1A          | CC                 |          |          |          | \$35,000              |                                                    |
| City Of Hollywood           | Mayor             | PT          | CM                 |          |          |          | \$34,195              |                                                    |
| City Of Lakeland            | Mayor             | PT          | CM                 |          |          |          | \$44,600              |                                                    |
| City Of Lake Worth          | Mayor             | PT          | SM                 |          |          |          | \$29,500              |                                                    |
| City Of Naples              | Mayor             | PT          | SM                 |          |          |          | \$30,000              |                                                    |
| City Of Oakland Park        |                   | PT          | CM                 |          |          |          | \$13,447              |                                                    |
| City Of Palm Beach Gardens  | Mayor             | PT          | CM                 |          |          |          | \$31,037              | CM/CC- Council Manager Form of Government          |
| City Of Parkland            | Mayor             | PT          | CC                 |          |          |          | \$31,800              |                                                    |
| City Of Pembroke Pines      | Mayor             | P/T         | CM                 |          |          |          | \$45,853              |                                                    |
| City Of Sarasota            | City Commissioner | PT          | CM                 |          |          |          | \$26,495              |                                                    |
| City Of Treasure Island     | Mayor             | PT          | CM                 |          |          |          | \$7,800               |                                                    |
| City Of Wilton Manors       | Mayor             | PT          | CM                 |          |          |          | \$11,250              | cell phone stipend = \$60/m                        |
| Town Of Jupiter             | Mayor             | PT          | CM                 |          |          |          | \$22,200              |                                                    |
| Village Of Royal Palm Beach | Mayor             | PT          | CM                 |          |          |          | \$9,988               | +car package \$805 +phone                          |
| Village Of Tequesta         | Mayor             | PT          | CM                 |          |          |          | \$7,200               | Not an employee- receives monthly stipend of \$600 |

|               | Minimum  | Midpoint | Maximum  |
|---------------|----------|----------|----------|
| Average:      | \$21,173 | \$23,763 | \$22,523 |
| 3rd Quartile: | \$25,583 | \$26,885 | \$25,755 |
| 1st Quartile: | \$13,771 | \$21,420 | \$20,200 |
| Median:       | \$21,939 | \$23,558 | \$22,051 |

| Actual Salary Results |          |                          |
|-----------------------|----------|--------------------------|
| 3rd Quartile:         | \$31,227 | Simple Average: \$24,007 |
| 1st Quartile:         | \$13,235 |                          |

2017 PEPIE ANNUAL SALARY SURVEY  
ELECTED OFFICIALS

## Agency Commissioner/Council Member

| Employer Name               | Your Title              | EE Category | Type of Government | Minimum  | Midpoint | Maximum  | Average Actual Salary | Comments                                         |
|-----------------------------|-------------------------|-------------|--------------------|----------|----------|----------|-----------------------|--------------------------------------------------|
| City Of Plantation          | Councilmember           | PT          | SM                 | \$15,000 | \$52,500 | \$90,000 | \$30,104              |                                                  |
| City Of Tamarac             | City Commissioner       | PT          | CM                 | \$32,864 | \$32,864 | \$32,864 | \$32,864              |                                                  |
| City Of Margate             | City Commissioner       | CM          | CM                 | \$29,165 | \$29,165 | \$29,165 | \$29,165              |                                                  |
| City Of Dania Beach         | City Commissioner       | PT          | CM                 | \$23,176 | \$23,176 | \$23,176 | \$23,176              |                                                  |
| City Of Clearwater          | Council Member          | PT          | CM                 | \$21,463 | \$21,463 | \$21,463 | \$21,463              |                                                  |
| City Of Riviera Beach       | CITY COUNCIL MEMBER     | PT          | CC                 | \$19,000 | \$19,000 | \$19,000 | \$19,000              |                                                  |
| City Of Pinellas Park       | City Council Member     | PT          | CC/CM              | \$18,916 | \$18,916 | \$18,916 | \$18,916              |                                                  |
| City Of Largo               | Commissioner            | PT          | CM                 | \$14,702 | \$14,702 | \$14,702 | \$14,702              |                                                  |
| City Of Stuart              | City Commissioner       | PT          | CM                 | \$11,628 | \$5,814  | \$11,628 | \$11,628              |                                                  |
| Town Of Lantana             | Council Member          | PT          | CM                 | \$4,800  | \$4,800  | \$4,800  | \$4,800               | \$200 monthly stipend                            |
| City Of Dunedin             | Commissioner            | PT          | CM                 | \$8,000  | \$4,000  | \$4,800  | \$4,800               |                                                  |
| City Of Greenacres          | Councilmember           | PT          | CM                 |          |          | \$11,100 | \$11,100              | Inc \$5,100/Yr Expense Acct                      |
| City Of Boynton Beach       | City Commissioner       | PT          | CM & CC            |          |          |          | \$18,712              |                                                  |
| City Of Coconut Creek       | Commissioner            | PT          | CM                 |          |          |          | \$30,160              |                                                  |
| City Of Coral Springs       | Vice Mayor/Commissioner | PT          | CM                 |          |          |          | \$17,982              |                                                  |
| City Of Fort Lauderdale     | City Commission         | 1A          | CC                 |          |          |          | \$30,000              |                                                  |
| City Of Hollywood           | City Commissioner       | PT          | CM                 |          |          |          | \$25,209              |                                                  |
| City Of Lakeland            | City Commissioner       | PT          | CM                 |          |          |          | \$29,733              |                                                  |
| City Of Lake Worth          | City Commissioners      | PT          | CC                 |          |          |          | \$24,500              |                                                  |
| City Of Naples              | Council Member          | PT          | CC                 |          |          |          | \$23,500              |                                                  |
| City Of Oakland Park        |                         | PT          | CM                 |          |          |          | \$11,865              |                                                  |
| City Of Palm Beach Gardens  | Council Member          | PT          | CC                 |          |          |          | \$28,449              | CM/CC- Council Manager Form of Government        |
| City Of Parkland            | Commissioner            | PT          | CC                 |          |          |          | \$28,810              | 5 members                                        |
| City Of Pembroke Pines      | Commissioner            | P/T         | CM                 |          |          |          | \$23,386              |                                                  |
| City Of Sarasota            | City Commissioner       | PT          | CM                 |          |          |          | \$26,495              |                                                  |
| City Of St. Petersburg      | Council                 | CC          | City               |          |          |          | \$44,452              | elected                                          |
| City Of Treasure Island     | Commissioner            | PT          | CM                 |          |          |          | \$5,400               |                                                  |
| City Of West Palm Beach     | City Commissioner       | PT          | SM                 |          |          |          | \$35,000              |                                                  |
| City Of Wilton Manors       | Commissioner            | PT          | CM                 |          |          |          | \$9,750               | cell phone stipend= \$35/m                       |
| Town Of Jupiter             | Town Council            | PT          | CC                 |          |          |          | \$18,600              |                                                  |
| Village Of Royal Palm Beach | Councilperson           | PT          | CM                 |          |          |          | \$9,988               | +car package \$805 +phone                        |
| Village Of Tequesta         | Council member          | PT          | CM                 |          |          |          | \$7,200               | Not employees- receives monthly stipend of \$600 |

|               | Minimum  | Midpoint | Maximum  |
|---------------|----------|----------|----------|
| Average:      | \$18,065 | \$20,582 | \$26,519 |
| 3rd Quartile: | \$22,319 | \$26,170 | \$27,668 |
| 1st Quartile: | \$13,165 | \$10,258 | \$15,755 |
| Median:       | \$18,916 | \$19,000 | \$20,232 |

| Actual Salary Results |          |                          |
|-----------------------|----------|--------------------------|
| 3rd Quartile:         | \$28,988 | Simple Average: \$21,487 |
| 1st Quartile:         | \$13,284 |                          |

## RESOLUTION NO. 2017-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO COMPENSATION FOR THE MAYOR AND CITY COMMISSIONERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, in accordance with the City Charter, Part III, Article 1, Section 2, “Compensation of officers and employees,” the City Commission of the City of Dania Beach shall by resolution set the compensation of City Commissioners, among others; and

**WHEREAS**, it is necessary to adopt a Resolution to establish compensation for elected City officials;

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

**Section 1.** That the annual salary of the City Commission (which forms a part of the compensation payable to the Mayor and City Commissioners of the City of Dania Beach) is as follows:

|              | Current Salary | Proposed Salary |
|--------------|----------------|-----------------|
| Mayor        | \$25,065.04    | \$              |
| Vice-Mayor   | \$23,175.78    | \$              |
| Commissioner | \$23,175.78    | \$              |

All such salaries shall be adjusted from time to time at the same time and same rate as cost of living or other compensation adjustments are made to the compensation of general City employees.

**Section 2.** That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

**Section 3.** That funding for the salary increase is planned and appropriated in the 2017-2018 fiscal year budget in the Commission Salary Account #001-11-00-511-12-10.

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

**Section 5.** That this Resolution shall be in force and take effect October 1, 2017.

**PASSED AND ADOPTED** on September 26, 2017.

ATTEST:

\_\_\_\_\_  
LOUISE STILSON, CMC  
CITY CLERK

\_\_\_\_\_  
TAMARA JAMES  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
THOMAS J. ANSBRO  
CITY ATTORNEY

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Discussion

**Continued from:**

| Requested Action (Identify appropriate Action or Motion) |  |  |
|----------------------------------------------------------|--|--|
|                                                          |  |  |

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

| Fiscal Impact/Cost Summary |
|----------------------------|
|                            |

| Exhibits Attached |
|-------------------|
| Timeline          |

Dear Commissioners,

Subject: Regarding right of way along SW 25<sup>th</sup> Ave. and Tropical Acres Steakhouse.

My intention here is to keep all of you informed of the progress. I had no idea this would take as long as it is but then again dedicating property is not my forte.

I do not want to take up too much of your time, thus I will present this in a chronological manner.

**Jan. 2017**...received hand delivered letter from a private developer requesting Tropical give away 25' X 354' (8850s.f.) of property on east line. Letter is available for review.

**March 28**...Commission meeting. I did not attend but learned from residents present at meeting that T.A. was the focus of some discussion. It was said that Tropical Acres refused to oblige to the request of the Jan. letter and that there was a monetary offer. Both untrue; I made no decision other than to say that it was "very unlikely" and there was definitely not a monetary offer.

**March 29**... I Called Dania Beach and asked to speak to Mark LaFerrier. He brought me up to speed and we planned to meet.

**April 11**...Tuesday Marc LaFerrier met at restaurant with me, Michael Greenlaw, mgr. and our attorney. He was extremely helpful introducing us to this process. Marc aided us in determining what needed to be done in order for Tropical Acres to "dedicate" our property. We arrived at what we thought was equitable. Marc was then going to convey this to Dennis Meli, attorney for Stellar Homes.

**April 13**...I met with Tony Valle-Stellar V.P., Carlos from Ballbe engineering, Marc Laferrier and two other Dania beach staff. Ballbe thought that 11' taking would be adequate not the original 25". We walked the property and reviewed what was discussed on 4/11.

**April 25**... Dania Beach Commission Meeting, This may have been the meeting that the commission voted to approve the developers plan (although I am led to believe that the site plan was approved in 2016; but different housing). Prior to the vote I remember Chickie asking me "Jack are you happy?" referring to the giving up of land. My response was we have not determined anything yet.

**May 4**...Received an agreement from Stellar Homes. Tropical Acres was giving 3894 sq. ft. (354' X 11'). The 25' width was reduced to 11', they offered to asphalt a 100X100 area of my property that is currently grass. I gain little by improving property that I already have. Their agreement gave no consideration to replacement of existing fence or existing podacarpus hedge, moving sewer connection and water meter, re-location of sprinklers. No mitigation plan for loss of 14 mature trees and one hundred+ year old oak tree. No mention of compensation for our attorney expenses due to this process. Fixing each of these items one for one is expected but any one of them cannot be considered compensation for the giving of the property.

**June 6**...Tropical Acres sent revised agreement. We asked for what we thought was fair.



**July 18**...Marc LaFerrier called "to see how things were going" My response; since we sent Stellar Homes our agreement on 6/7/17 we have not heard from them. Marc mentioned to me that "they thought it was a little rich". Marc also informed me that Stellar was in touch with DOT regarding the modification of the intersection; 25<sup>th</sup> and Griffin. DOT suggested making the road one way.

**July 25**...Larry Baum called me and followed up with another agreement from Stellar Homes. It was not one that I could live with. I referred to the Tropical Acres agreement and most of the items noted in it were necessary to move forward. Mr. Baum said that DOT had some concerns regarding the intersection . His engineer was to draw some plans and submit.

**August 9**...Mr. Baum informed me that Ballbe engineering has sent plans to Marc for review. He noted that DOT requires Dania Beach to be the applicant.

**August 25**...Larry Baum and I spoke briefly. Will wait for DOT decision. Meeting with DOT and Dania Beach was set for 9/9/17, (sat.?)

This is where things stand at this time. I do not think any of the commissioners would expect Tropical Acres, or anyone for that matter, to not be fairly compensated. My uncle, who opened the restaurant in 1949, and my mom and dad who became his partners in 1964 would certainly not expect us to treat their lives work carelessly.

All that being said, I trust we can complete this so it is beneficial to all.

This letter was intended to be delivered on 9/4/17 but delayed due to Hurricane, I hope everyone fared well.

Sincerely, Jack Studiale, Tropical Acres Steakhouse

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Discussion

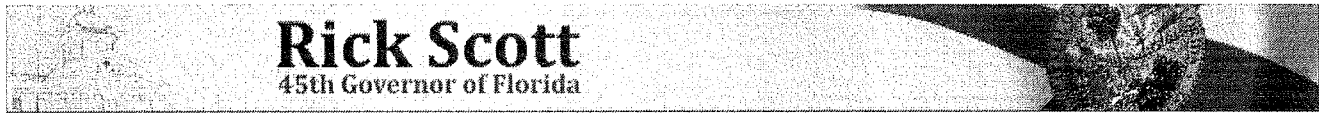
**Continued from:**

| Requested Action (Identify appropriate Action or Motion) |  |  |
|----------------------------------------------------------|--|--|
| Discussion                                               |  |  |

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

| Fiscal Impact/Cost Summary |
|----------------------------|
|                            |

| Exhibits Attached |
|-------------------|
| Governor Scott    |



- [Home](#)
- [Governor Scott](#)
- [First Lady Scott](#)
- [Lt. Gov. Lopez-Cantera](#)
- [Media](#)
- [Info Center](#)
- [Judicial](#)
- [Contact](#)
- [Español](#)

[Gov. Scott Issues Updates on Continued Hurricane Irma Response Efforts](#)

## **GOV. SCOTT: I AM AGGRESSIVELY FIGHTING TO KEEP VULNERABLE FLORIDIANS SAFE DURING EMERGENCIES**

*On September 16, 2017, in [News Releases](#), by Staff*

*Announcing Emergency Action to Force ALF/Nursing Homes to Have Generators*

**NAPLES, Fla.** – Today, following the tragic deaths of eight people at the Rehabilitation Center at Hollywood Hills in Broward County, Governor Rick Scott is directing Florida Agency for Health Care Administration (AHCA) Secretary Justin Senior and Florida Department of Elder Affairs Secretary Jeffery Bragg to issue emergency rules to keep Floridians safe in health care facilities during emergencies. Pursuant to the emergency action, within the next 60 days, all assisted living facilities (ALFs) and nursing homes must obtain ample resources, including a generator and the appropriate amount of fuel, to sustain operations and maintain comfortable temperatures for at least 96-hours following a power outage. This is based on standards already in place at all hospitals in Florida.

### **The emergency action also requires:**

- State Fire Marshal Jimmy Patronis to conduct inspections of these generators within 15 days of installation at the facilities;
- Local emergency management officials to either approve or deny the emergency management plans already required to be submitted to them by law from residential healthcare facilities to ensure it sufficiently protects life;
- Each local emergency management agency must post all approved facility emergency management plans to their website within ten days of the plan's approval; and
- Facilities must submit proof of compliance with the emergency rules to AHCA and Elder Affairs within 48-hours of each plan's approval.

Governor Scott said, "Assisted living facilities and nursing homes serve our elderly and Florida's most vulnerable residents, and so many families rely on the health care professionals at these facilities to care for their loved ones. I am outraged over the deaths of eight Floridians at the Rehabilitation Center at Hollywood Hills in Broward County and I am demanding answers as we furiously investigate this terrible loss of life. We must understand why this facility delayed calling 911 and evacuating patients and their decision to keep their patients in danger. During emergencies, health care facilities must be fully prepared to ensure the health, safety and wellbeing of those in their care and there is absolutely no excuse not to protect life. The inability for this nursing home in Broward County to protect life has shined the light on the need for emergency action. Failure to comply will result in penalties, including fines up to \$1,000 per day and the possible revocation of a facility's license.

"As ANY health care provider knows to do, if their patients are in danger – they MUST call 911. Around our state, thousands of nurses and health care professionals are rising to the challenge that Irma has presented to Florida. These individuals are heroes to the countless Floridians they serve and I am so proud of their work. Our state agencies, community partners and health care associations are also working together to shift resources in real-time to and from facilities with power to those without as power restoration continues. However, we must absolutely make sure there are laws in place to keep all vulnerable Floridians safe. I will stop at nothing to protect Floridians."

If family members have concerns regarding their loved ones in these facilities, they can call the Agency for Health Care Administration's Consumer Complaint Hotline at (888) 419-3456. The state will continue to work aggressively to get people in safe places with electricity, food and water. Failure to comply with the emergency rules will result in penalties including fines up to \$1,000 per day and the possible revocation of a facility's license. Governor Scott also announced that he will aggressively fight for legislation to put this requirement into law in the 2018 Legislative Session.

To see the emergency rule from AHCA, click [HERE](#). To see the emergency rule from Elder Affairs, click [HERE](#).

###



Comments are closed.

# CITY OF DANIA BEACH

## Agenda Request Item

**Type of Request:** Discussion

**Continued from:**

| Requested Action (Identify appropriate Action or Motion) |  |  |
|----------------------------------------------------------|--|--|
| Discussion Item                                          |  |  |

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

| Fiscal Impact/Cost Summary |
|----------------------------|
|                            |

| Exhibits Attached |
|-------------------|
| Memo              |

Date: September 26, 2017

To: Mayor Tamara James  
Vice Mayor Bill Harris  
Commissioner Chickie Brandimarte  
Commissioner Bobbie H. Grace  
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

Subject: Charitable Donation Policy Amendment

The City Commission expressed a desire to improve the Charitable Donation Policy. Toward that end, the following changes are recommended for the City Commission's consideration:

- The Donation Review Committee that is currently comprised of staff will be replaced by one of the existing Commission appointed advisory boards.
- The City Commission will hold a public hearing to review the recommendations of the Donation Review Committee and hear presentations by the applicants.
- The City Commission makes the final decision all donation requests.

City Commission direction is requested.

Attachments: Proposed Charitable Donations Policy  
City of Dania Beach Charitable Donation Funding List FY 2017-18



## **CITY OF DANIA BEACH CITY COMMISSION CHARITABLE DONATION POLICY**

A Donation Review Committee, comprised of one of the City's Advisory Board designated by the City Commission, shall solicit, review, investigate, evaluate and, as a body of the whole, make recommendations regarding the annual allocation and payment of charitable donation appropriations provided within the approved City budget to the City Commission.

The City Commission may hold a public hearing at which time the applicants may make presentations in support of their request. The City Commission will establish rules for the public hearing, and may require additional information in support of an application, and allow changes to this policy as conditions necessitate. The City Commission will make the final decision on all donation requests.

The Donation Review Committee shall solicit donation requests from Charitable Organizations on an annual basis. The solicitation will be done in April with an understanding that all charitable requests be submitted by May 15<sup>th</sup>, to the Donation Review Committee Chairperson. The Review Committee shall send annual written solicitation notices only to those organizations that received charitable funding from the City in the prior year

The Donation Review Committee recommends that Charitable Donations pertain only to money payments made from the City to Charitable Organizations that are qualified by IRS exemption (501-C3 and the like) having no affiliations to religious entities or City business. City support of Charitable Organizations will further be restricted to those organizations providing services to persons and families that are financially and/or physically unable to provide for themselves. A further consideration of support shall be direct benefits or services provided by Charitable Organizations to residents of Dania Beach. Charitable Donations of cash by the City will not be considered for business, athletic, civic and social groups. In-kind services and use of public

facilities by Charitable Organizations may be considered separately through the City's Recreation Department.

Solicitations for donations made to the City Commission during a public meeting shall be referred to the Review Committee for consideration and compliance with this policy.

**CITY OF DANIA BEACH CHARITABLE DONATION FUNDING LIST FY 2017-2018**

| Organization                                                                                                      | Contact Person                                      | Street Address                     | City State Zip                   | 2014-2015<br>Donation<br>Request | 2014-2015<br>City Paid<br>Donation | 2015-2016<br>Donation<br>Request | 2015-2016<br>City Paid<br>Donation | 2016-2017<br>Donation<br>Request | 2016-2017<br>City Paid<br>Donation | 2017-2018<br>Donation<br>Request | 2017-2018<br>City Paid<br>Donation |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------|----------------------------------|----------------------------------|------------------------------------|----------------------------------|------------------------------------|----------------------------------|------------------------------------|----------------------------------|------------------------------------|
| ADRC - Aging & Disability Resource<br>Center of Broward County                                                    | Edith Lederberg,<br>Executive Director              | 5300 Hiaus<br>Road                 | Sunrise, FL<br>33351<br>North    | \$18,126.00                      | \$ 9,000.00                        | \$21,486.00                      | \$ 9,500.00                        | \$ 18,240.00                     | \$ 9,500.00                        | \$ 17,975.00                     |                                    |
| Family Central                                                                                                    | Barbara-Ann<br>Weinstein,<br>President/CEO          | 840 SW 81st<br>Avenue              | Lauderdale,<br>FL 33068          | \$ 7,200.00                      | \$ 5,000.00                        | \$ 5,000.00                      | \$ -                               | -                                | -                                  | -                                |                                    |
| Jubilee Center of South Broward                                                                                   | Joyce Curtis,<br>Executive Director                 | 2020 Scott<br>Street               | Hollywood,<br>FL 33022           | \$ 5,000.00                      | \$ 2,000.00                        | \$ -                             | \$ -                               | \$ 5,000.00                      | -                                  | \$ 5,000.00                      |                                    |
| Tamara James Foundation                                                                                           | Tammie James                                        | 255 NW 12th<br>Avenue              | Dania<br>Beach, FL<br>33004      | \$10,000.00                      | \$ 1,000.00                        | \$10,000.00                      | \$ 1,500.00                        | \$ 10,000.00                     | \$ 1,500.00                        | \$ 10,000.00                     |                                    |
| Women In Distress                                                                                                 | Mary Riedel,<br>President/CEO                       | PO Box 676                         | Lauderdale,<br>FL 33302          | \$ 2,500.00                      | \$ 2,000.00                        | \$ 2,500.00                      | \$ 2,500.00                        | \$ 3,550.00                      | \$ 2,500.00                        | \$ 3,500.00                      |                                    |
| American Cancer Society - Dania Beach<br>Relay for Life                                                           | Jessica DeBlois                                     | 3363 W<br>Commercial               | Ft.<br>Lauderdale,<br>FL 33309   | \$ 5,000.00                      | \$2,000.00<br>+ \$5,000.00         | \$ 5,000.00                      | \$ 2,000.00                        | -                                | -                                  | -                                |                                    |
| Friends of the Dania Beach Paul DeMarco<br>Library - Assist in promotion &<br>development of public library in DB | Linda Wilson,<br>Secretary                          | 1 Park Avenue<br>East              | Dania<br>Beach, FL<br>33004      | \$ 3,500.00                      | \$ 2,000.00                        | \$ 3,500.00                      | \$ 3,500.00                        | \$ 3,500.00                      | \$ 3,500.00                        | \$ 3,500.00                      |                                    |
| Broward 2-1-1                                                                                                     | Stephanie Pollard,<br>Director, Grants<br>Secretary | 250 NE 33rd<br>Street              | Park, FL<br>33334                | \$ 4,000.00                      | \$ 1,000.00                        | \$10,000.00                      | \$ 2,000.00                        | \$ 5,000.00                      | \$ 2,000.00                        | \$ 2,500.00                      |                                    |
| Broward Children's Center                                                                                         | Marjorie Evans,<br>CEO                              | 200 SE 19th<br>Ave                 | Beach, FL<br>33040               | \$ 2,500.00                      | \$ 1,000.00                        | \$10,000.00                      | \$ 3,000.00                        | \$ 10,000.00                     | \$ 3,000.00                        | \$ 10,000.00                     |                                    |
| WELLS Foundation, Inc.                                                                                            | Faye Wright,<br>Alma Wright                         | 800 NW 1st<br>Ave                  | Dania<br>Beach, FL               | \$ -                             | \$ -                               | \$ -                             | \$ -                               | -                                | -                                  | -                                |                                    |
| Liberia Economic & Social<br>Development, Inc.                                                                    | Henry L. Graham,<br>Executive Director              | 3220 North<br>24th Ave             | Hollywood,<br>FL 33020<br>Cooper | \$15,000.00                      | \$ 2,000.00                        | \$ -                             | \$ -                               | \$ 5,000.00                      | \$ 1,000.00                        | \$ 5,000.00                      |                                    |
| Prestige Club of SW Broward<br>Hollywood Florida Scholarship<br>Foundation                                        | Polly Wilkie,<br>CEO/Founder                        | 10400 Grinn<br>Road, Suite<br>303c | City, FL<br>33328                | \$ 7,000.00                      | \$ 2,000.00                        | \$ 7,000.00                      | \$ 3,000.00                        | \$ 15,000.00                     | \$ 3,000.00                        | \$ 10,000.00                     |                                    |
| Broward Regional Health Planning<br>Council, Inc (BRHPC)                                                          | Pat Chukerman                                       | PO Box 81761                       | Hollywood,<br>FL 33081           | \$ 5,000.00                      | \$ 1,000.00                        | \$ 5,000.00                      | \$ 3,000.00                        | \$ 5,000.00                      | \$ 3,000.00                        | \$ 5,000.00                      |                                    |
| St. Luke Lodge #530<br>Junior Achievement of South Florida JA                                                     | Michael DeLuca,<br>President & CEO                  | 200 Oakwood<br>Lane, Suite 100     | Hollywood,<br>FL 33020-<br>1929  | n/a                              | n/a                                | \$ 5,000.00                      | \$ 5,000.00                        | \$ 10,000.00                     | \$ 5,000.00                        | \$ 15,000.00                     |                                    |
| World Huizenga Ctr at Broward College                                                                             | Aaron Griffin<br>Laurie Sallarulo,<br>CEO           | 2207 Forrest<br>Street             | Hollywood,<br>FL                 | n/a                              | n/a                                | \$Open                           | \$ -                               | -                                | -                                  | -                                |                                    |
| House of Hope, Inc                                                                                                | Sue Glascock,<br>CEO                                | 1130 Coconut<br>Creek Blvd         | Coconut<br>Creek, FL<br>Ft. Laud | n/a                              | n/a                                | n/a                              | n/a                                | \$ 11,100.00                     | -                                  | \$ 9,200.00                      |                                    |
| Go Green Kids World, Inc                                                                                          | Charlene Alvares,<br>Director                       | 908 SW 1st St                      | 33312<br>Dania, FL               | n/a                              | n/a                                | n/a                              | n/a                                | \$ 2,500.00                      | -                                  | \$ 2,500.00                      |                                    |
| For the Love of our Nation Corp                                                                                   | Orville Dwyer                                       | 580SE 13th St                      | 33004<br>Hollywood,<br>FL 33020  | n/a                              | n/a                                | n/a                              | n/a                                | \$ 2,000.00                      | -                                  | -                                |                                    |
| 8/17/2017                                                                                                         |                                                     |                                    |                                  |                                  |                                    |                                  |                                    |                                  |                                    |                                  |                                    |
|                                                                                                                   |                                                     |                                    |                                  | \$ 84,826.00                     | \$ 35,000.00                       | \$ 84,486.00                     | \$ 35,000.00                       | \$ 129,153.35                    | \$ 35,000.00                       | \$ 124,175.00                    |                                    |



**AIRPORT ADVISORY BOARD  
MEMBERSHIP  
Tuesday, September 19, 2017**

| <b>Name/Address<br/>Phone Number</b>                                                                                                                                             | <b>Date<br/>Appointed</b>                        | <b>Term</b>                               | <b>Commission<br/>Appointment</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------|-----------------------------------|
| Ryan Stone<br>501 E. Dania Beach Boulevard<br>Unit 1H<br>Dania Beach, FL 33004<br>727-418-3232<br><a href="mailto:m.ryanstone24@gmail.com">m.ryanstone24@gmail.com</a>           | January 10, 2017<br><br>Reappointed<br>8/22/2017 | November 2016<br>through<br>November 2018 | James                             |
| Karen Harrington<br>4641 SW 30 <sup>th</sup> Way<br>Dania Beach, FL 33312<br>954-445-0390<br><a href="mailto:rickeyswingstwo@aol.com">rickeyswingstwo@aol.com</a>                | January 24, 2017<br><br>Reappointed<br>8/22/2017 | November 2016<br>through<br>November 2018 | James                             |
| Chris Christianson<br>5815 SW 39 <sup>th</sup> Way<br>Dania Beach, FL 33312-6254<br>954-444-8393<br><a href="mailto:cchristianson2006@gmail.com">cchristianson2006@gmail.com</a> | January 24, 2017                                 | November 2016<br>through<br>November 2018 | Salvino                           |
| Dean Harley<br>606 NW 8 <sup>th</sup> Street<br>Dania Beach, FL 33004-2320<br>513-652-5140<br><a href="mailto:dharley@broward.org">dharley@broward.org</a>                       | January 24, 2017<br><br>Reappointed<br>8/22/2017 | November 2016<br>through<br>November 2018 | Salvino                           |
| Micheline Peacock<br>60 Cat Cay Court<br>Dania Beach, FL 33004<br>954-929-0775<br>954-309-6931 – Cell<br><a href="mailto:peacockm60@comcast.net">peacockm60@comcast.net</a>      | March 14, 2017<br><br>Reappointed<br>8/22/2017   | November 2016<br>through<br>November 2018 | Harris                            |
|                                                                                                                                                                                  |                                                  | November 2016<br>through<br>November 2018 | Harris                            |

**AIRPORT ADVISORY BOARD  
MEMBERSHIP  
Tuesday, September 19, 2017**

| <b>Name/Address<br/>Phone Number</b>                                                                                                                   | <b>Date<br/>Appointed</b>                            | <b>Term</b>                               | <b>Commission<br/>Appointment</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------|-----------------------------------|
| Randy Wright<br>4391 SW 34 <sup>th</sup> Lane<br>Ft. Lauderdale, FL 33312<br>954-983-6920<br><a href="mailto:rcwpaw@juno.com">rcwpaw@juno.com</a>      | November 21,<br>2016<br><br>Reappointed<br>8/22/2017 | November 2016<br>through<br>November 2018 | Brandimarte                       |
| Gary Luedtke<br>4461 SW 34 Drive<br>Fort Lauderdale, FL 33312-5513<br><a href="mailto:gluedtke@gmail.com">gluedtke@gmail.com</a>                       | January 10, 2017<br><br>Reappointed<br>8/22/2017     | November 2016<br>through<br>November 2018 | Brandimarte                       |
| Keith Roberts<br>4417 SW 27 <sup>th</sup> Terrace<br>Dania Beach, FL 33312<br>954-309-5555<br><a href="mailto:bkars2020@aol.com">bkars2020@aol.com</a> | November 21,<br>2016<br><br>Reappointed<br>8/22/2017 | November 2016<br>through<br>November 2018 | Grace                             |
| Bruce Hannover<br>617 NE 2nd Place<br>Dania Beach, FL 33004<br>954-920-3563<br><a href="mailto:bruceh8552@aol.com">bruceh8552@aol.com</a>              | November 21,<br>2016<br><br>Reappointed<br>8/22/2017 | November 2016<br>through<br>November 2018 | Grace                             |

**GREEN ADVISORY BOARD  
MEMBERSHIP  
Tuesday, September 19, 2017**

| <b>Name/Address<br/>Phone Number</b>                                                                                                                                                  | <b>Date<br/>Appointed</b> | <b>Term</b>                               | <b>Commission<br/>Appointment</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------|-----------------------------------|
| Mimi Donly<br>354 SE 6 <sup>th</sup> Street<br>Dania Beach, FL 33004<br>954-923-2127<br>954-294-1700 (C)<br><a href="mailto:bodonly@aol.com">bodonly@aol.com</a>                      | December 9, 2014          | November 2014<br>through<br>November 2018 | Salvino                           |
| Carol Stokrocki<br>450 SE 7 <sup>th</sup> Street, #246<br>Dania Beach, FL 33004<br>954-482-2724<br><a href="mailto:cstokrocki@corelogic.com">cstokrocki@corelogic.com</a>             | January 24, 2017          | November 2016<br>through<br>November 2020 | Brandimarte                       |
| Jonathan Porcelli<br>241 SW 7 <sup>th</sup> Street<br>Dania Beach, FL 33004<br>917-742-7269<br><a href="mailto:jporcelli@mac.com">jporcelli@mac.com</a>                               | March 14, 2017            | November 2016<br>through<br>November 2020 | James                             |
| Patricia Chukerman<br>545 SE 4 <sup>th</sup> Court<br>Dania Beach, FL 33004<br>954-552-9996 (C)<br>954-929-8289 (H)<br><a href="mailto:bykermom@me.com">bykermom@me.com</a>           | November 21,<br>2016      | November 2016<br>through<br>November 2020 | Harris                            |
| Charlene Alvarez<br>580 SE 13 <sup>th</sup> Street, #203<br>Dania Beach, FL 33004<br>954-548-1291<br>954-548-1576<br><a href="mailto:Charlene3w2@gmail.com">Charlene3w2@gmail.com</a> | September 27,<br>2016     | November 2014<br>through<br>November 2018 | Grace                             |
| Peggy McKenna<br>34 SE 10 <sup>th</sup> Terrace<br>Dania Beach, FL 33004<br>954-937-3168<br><a href="mailto:peggybree@webtv.net">peggybree@webtv.net</a>                              | February 28, 2017         | November 2016<br>through<br>November 2018 | Alternate                         |

**GREEN ADVISORY BOARD  
MEMBERSHIP  
Tuesday, September 19, 2017**

|  |  |                                           |           |
|--|--|-------------------------------------------|-----------|
|  |  | November 2016<br>through<br>November 2018 | Alternate |
|--|--|-------------------------------------------|-----------|