



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JANUARY 14, 2025 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**

1. Request for Proclamation Approvals:

- Martin Luther King, Jr. Day - January 20, 2025 - *Sponsored by Mayor Davis*
- Black History Month - February 2025 - *Sponsored by Mayor Davis*

2. Special Event Applications: *Parks & Recreation*

- Dolphins Cancer Challenge: 2/22/2025
- Annual Broward County Waterway Clean Up: 3/1/2025

3. Martin Luther King Jr. Celebration Banquet - January 18, 2025 - Fee Waiver for I. T. Parker Center Rental - *Parks & Recreation*

4. Four Chaplains Ceremony - February 2, 2025 - Fee Waiver for I. T. Parker Center Rental - *Sponsored by Mayor Davis*

4. PROCLAMATIONS

1. Martin Luther King, Jr. Day - January 20, 2025 - *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - January 28, 2025 City Commission Meeting
 - February 11, 2025 CRA Board Meeting
 - February 11, 2025 City Commission Meeting

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

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

8. CONSENT AGENDA

1. Minutes: December 10, 2024 City Commission Meeting
2. Travel Requests: City Manager Ana M. Garcia request to attend the FCCMA 2025 Winter Institute in Clearwater, Florida, January 29 - February 2, 2025.

3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE ADVISORY BOARD RESIDENCY REQUIREMENT FROM SIX (6) MONTHS TO TWELVE (12) MONTHS PER THE APPROVED CHARTER AMENDMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Clerk)*

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATED TO ADDING AN ALTERNATE BOARD MEMBER TO THE PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Vice Mayor Salvino/City Attorney)*

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF AUDIO AND VIDEO PRODUCTION AND BROADCASTING EQUIPMENT AND PROFESSIONAL SERVICES FROM ER TECH SYSTEMS GROUP INC. (D/B/A BROADCAST SYSTEMS), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING GSA CONTRACT NO. GS07F173GA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

6. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN SUPPORT OF THE BROWARD COUNTY RESOLUTION URGING THE BROWARD COUNTY SCHOOL BOARD TO RELEASE ALL CITIES SUBJECT TO TRI-PARTY EDUCATIONAL MITIGATION AGREEMENTS, AND APPROVING THE RELEASE OF THE 2010 SCHOOL EDUCATION MITIGATION AGREEMENT BETWEEN THE BROWARD COUNTY SCHOOL BOARD, BROWARD COUNTY AND THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development/City Attorney)*

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FROM THE ODP BUSINESS SOLUTIONS UTILIZING STATE OF FLORIDA TERM CONTRACT NO. 56120000-24-NY-ACS AND TO EXCEED THE CITY’S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

8. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR CHANGE ORDER 6 AND PROJECT CONTINGENCY RELATED TO INVITATION TO BID (“ITB”) NO. 2023-023 “BUILDING DEPARTMENT RENOVATION PROJECT” WITH S3S CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$95,139.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

9. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ENTRY INTO A TEMPORARY ACCESS AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III; PROVIDING FOR NO BUDGETARY IMPACT AS THE AGREEMENT INVOLVES NO COST TO THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

10. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL FROM PROLIME CORPORATION, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF HOLLYWOOD, FLORIDA BLANKET PURCHASE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

11. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE

SECOND AMENDMENT RELATED TO THE SOUTHEAST DRAINAGE RETROFIT PROJECT WITH WSP INC. FOR AN AMOUNT NOT TO EXCEED SIX HUNDRED TEN THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS AND EIGHTY-NINE CENTS (\$610,344.89) AND PROVIDING FOR A FUNDING APPROPRIATION WITHIN THE STORMWATER FUND FOR THE CHANGE ORDER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

12. RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF SIX FORD VEHICLES AND FIVE PIECES OF HEAVY EQUIPMENT IN THE AMOUNT OF ONE MILLION ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND NINETY TWO CENTS (\$1,107,578.92) FROM BOZARD FORD, DOBBS EQUIPMENT, JET VAC EQUIPMENT, AND THOMPSON PUMP WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACTS FSA24-VEL32.0, FSA23-EQU21.0 AND SOURCEWELL CONTRACT #120721-RVL, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

13. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF POOL OPERATIONS AND LIFEGUARD SERVICES FROM ONE STOP AQUATIC SAFETY, LLC, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF HOMESTEAD, FLORIDA INVITATION TO BID (ITB) 202120 IN THE AMOUNT OF FIVE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED AND NINETY-SEVEN DOLLARS (\$529,697.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

14. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A SECOND AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID (“ITB”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” WITH CLEAN SPACE, INC. TO ADD CLEANING SERVICES FOR I.T. PARKER COMMUNITY CENTER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

15. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION; AUTHORIZING THE PROPER CITY OFFICIALS TO RENEW OR EXTEND THIS AGREEMENT UNDER THE SAME TERMS WITHOUT FURTHER COMMISSION ACTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

16. Approval for Use of City Logo - *Parks & Recreation*
- Lions Club Moonlight Car Show (3/22/2025)
- Dania Pointe 5k Fun Run Under The Sun (10/2025)

9. BIDS AND REQUESTS FOR PROPOSALS: None.

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None.

11. FIRST READING ORDINANCES

First reading ordinances under this section are not subject to public hearing and may be taken all at once, unless pulled by the City Commission. A public hearing and discussion will take place at second reading of all ordinances within its respective section of the agenda.

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27 OF THE CITY CODE, ENTITLED “WATER AND SEWERS; ARTICLE IV, ENTITLED “WATER AND SEWER SYSTEM IMPACT FEES”, TO ELIMINATE AN ALTERNATIVE FEE CALCULATION PROCESS IN ORDER TO MAINTAIN CONSISTENCY IN FEE CALCULATIONS AND TO ADHERE TO BEST PRACTICES; AND TO ELIMINATE THE TWO YEAR REVIEW REQUIREMENT BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; PROVIDING FOR CONFLICTS;

PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks and Recreation*)

3. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED “STREETS AND SIDEWALKS” OF THE CITY’S CODE OF ORDINANCES; TO PROVIDE LANGUAGE CLEANUP TO ALLOW FOR THE CODESIGNATION OF ALL STREETS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

12. SECOND READING ORDINANCES: None.

13. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF PUBLIC ART FUNDS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR SPONSORSHIP OF THE 2025 IGNITE BROWARD PUBLIC ART EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

2. Discussion - Properties: 212-216 NE 1st Street, 158 N. Federal Highway, 400 S. Federal Highway - *Sponsored by Commissioner Ryan*
3. Discussion on Service Club Signage Project - *Sponsored by Commissioner Ryan*

14. APPOINTMENTS

1. **Education Advisory Board:**

- 1 appointment by Mayor Davis
- 1 appointment by Vice Mayor Salvino
- 1 appointment by Commissioner Rimoli

General Employees' Pension Board:

- 1 appointment by the Commission as a whole

Green Advisory Board:

- 1 appointment by Mayor Davis
- 1 appointment by Vice Mayor Salvino

Marine Advisory Board:

- 1 appointment by Mayor Davis

Parks, Recreation & Community Affairs Advisory Board:

- 1 appointment by Mayor Davis
- 1 appointment by Vice Mayor Salvino

Planning and Zoning Board:

- 1 appointment by Vice Mayor Salvino
- 1 appointment by Commissioner Ryan
- 1 alternate appointment by the Commission as a whole

Public Art Advisory Board:

- 1 Commission Liaison

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus, Event Liaison (Parks & Rec)

SUBJECT: Special Event Application Request: Miami Dolphins Cancer Challenge and MIA SF Annual Broward County Waterways Clean-up

Request:

A Special Event is requested by the Miami Dolphins for the Dolphins Cancer Challenge beginning on Saturday, February 22, 2025 from 7:15am - 1:00pm.

A Special Event is requested by the Marine Industries Association of South Florida for the 48th Annual Broward County Waterway Clean-up beginning on Saturday, March 1, 2025 from 9:00am - 1:00pm taking place at the Dania Beach Pier and the Harbour Towne Marina.

Background:

Dolphins Cancer Challenge:

Charity bike ride with 4 routes and a 5k walk/run. All finish at Hard Rock Stadium. All fundraising dollars are donated to Sylvester Comprehensive Cancer Center.

MIA SF Waterway Clean-up:

Annual waterway cleanup removing trash and debris from Broward County waterways through grassroots efforts.

Budgetary Impact

Miami Dolphins:

Special Event Application of \$300 must be paid.

MIA SF Waterway Clean Up:

Special Event Application of \$150 must be paid.

Recommendation

Dolphins Cancer Challenge:

Department Review: Comments:
--

BSO Fire:	No issues
Building Official	No permits needed
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	Additional information needed on special event application.
Risk Mgmt.-	No issues
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues

MIASF Annual Waterway Clean Up:

Department Review:	Comments:
BSO Fire:	No issues
Building Official	No issues
Community Development	No issues. Will allow volunteers to park for free during the duration of the event.
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues. A site plan for Harbour Towne Marina is needed and an approval letter.
Risk Mgmt.-	No issues.
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues.



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: 48th Annual Broward County Waterway Cleanup

Type of Event: Minor Event
Major Event -

less than 500 people, single day event, no road closures
more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)

Wedding

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

Is your event located on the beach? Yes X No

Location: Dania Beach Pier / Marina; Harbour Towne Marina

Expected maximum attendance 150 Expected sustained attendance 100

Has this event been held in the past? X Yes No

If yes, please list the past dates, locations and attendance Dania Beach Pier/Marina,

Harbour Towne Marina, March 2nd 2024 (47th Annual) and prior, 150

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

Annual waterway Cleanup removing trash and debris from Broward County waterways through grassroots efforts and city partnerships.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>March 1st</u>	<u>Saturday</u>	<u>7:30</u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 1:	<u>March 1st</u>	<u>Saturday</u>	<u>9:00</u> AM/PM	<u>1:00</u> AM/PM	<u>150</u>
EVENT DAY 2:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 3:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
BREAKDOWN:	<u>March 1st</u>	<u>Saturday</u>	<u>1:00</u> AM/PM	<u>1:45</u> AM/PM	<u> </u>

PART II: APPLICANT

Marine Industries

Organization Name Association of South Florida **Name of Authorized Signatory** Phil Purcell
 For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 221 SW 3rd Avenue **City, State, Zip:** Fort Lauderdale, FL 33312

Date of registration: 19 67 **State registered in:** FL **Federal ID #** 59-117 2985

Email Address: Phil@MIASF.org **Phone:** 954-524-2733

Event Coordinator Name Sabrina Nguyen **Phone:** 954-524-2733
Membership and
Title: Events Coordinator **Phone:** _____ **Cell:** 239-919-6391

Email address: Sabrina@MIASF.org **Fax:** _____

Additional Contact Name Lori Wheeler **Will you be on site?** _____ Yes ☒ No

Title: Vice President **Phone:** _____ **Cell:** 561-239-2870

Email address: Lori@MIASF.org **Fax:** _____

Event Production Company (if other than applicant) N/A

Address: N/A **City, State, Zip:** N/A

Contact Name: N/A **Title:** N/A

Phone (day) — **(night)** — **Cell:** —

Email address: — **Fax:** —

PART III: EVENT INFORMATION

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

Admission/Registration _____ Yes ☒ No **If yes, how much? \$** N/A

Alcohol for Sale _____ Yes ☒ No **Alcohol for Fee** _____ Yes ☒ No

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

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

Amusement Ride _____ Yes ☒ No

If yes, name a contact of company: N/A

What type of rides are you planning? N/A

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

Electricity Yes ☒ No Generator Yes ☒ No Amount of Kilowatts _____
Events requiring electricity must be permitted.
Company: N/A License #: N/A
Name of Electrician: N/A Phone: N/A

Entertainment Yes ☒ No
If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades Yes ☒ No
Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects Yes ☒ No
Name & Contact of Company conducting the show: N/A
A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors Yes ☒ No Food Trucks Yes ☒ No

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

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

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music Yes ☒ No

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

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

N/A

Stages Yes X No Type (wood, metal, trailer stage, etc.)

Stages may require permits.

Days and times music will be played:

How close is the event to the nearest residence?

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

Parking Impact Yes X No If yes, lot location(s)? Requesting Free Parking for Volunteers

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

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

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

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

Sanitation & Waste

Will the event encourage Recycling and Sustainability? X Yes No

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

Company Name Provided by Dania Beach Contact Phone

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

Security/Police Yes X No

Name N/A Phone N/A

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

Security Company N/A Contact Phone

Tents or Canopies Yes X No

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

Quantity and size of each? 1 canopy at each site smaller than 10x10

Company Name N/A Contact Phone

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

Toilets Yes X No

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

Transportation Plan Yes X No

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

PART IV: SECURITY AND EMERGENCY SERVICES

Any events larger than 1,000 people must have a BSO EMS Detail.

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

POLICE

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

BSO DETAIL REQUIREMENT

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

BSO EMS DETAIL REQUIREMENT

Any events larger than 1000 people must have a BSO EMS Detail

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

The cost for EMS Detail is as follows:

- EMS Detail Cart, Fire Rescue Lieutenant or Captain, and DE
- 4 Hour minimum \$75.00 per person per hour total of \$600 this includes the use of the EMS Cart or ambulance.
- Any event over 4 hours will be billed accordingly and will include ½ hour preparation time before event and ½ hour de-mobilization time after event.

FIRE WATCH REQUIREMENT

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

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (4 hour minimum). Personnel costs for apparatus and personnel are listed below: (4 hour minimum).

The cost of apparatus is as follows:

Fire Watch - Engine/Fire Apparatus with 2-Person Crew (Fee Per Each Crew Member)
\$212.50 per hour with 4 hours minimum for total of \$1700.00
Fire Watch - Engine/Fire Apparatus (per each additional Crew Member)
\$75.00 per hour with 4 hours minimum for total of \$300.00
Incident Commander with Cart - Single Battalion Chief
\$75.00 per hour with 4 hours minimum for total of \$300.00

The City of Dania Beach requires application completion 14 days in advance for the detail services. Should the amount of time required for the fire watch detail exceed that agreed up before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the fire watch. The Event sponsor will be responsible to pay the actual service price incurred.

Payment for Details can be made as follows:

Payment in person:

Broward County Sheriff's Office
Public Safety Building 2601 West Broward Blvd. Fort Lauderdale, FL 33312

Payment by mail:

Broward County Sheriff's Office
Attn: Special Revenue Unit P.O. Box 9507 Fort Lauderdale, FL 33312

Payment online:

You can now make payments online 24 hours per day, 7 days a week, 365 days per year.

Please visit:

<https://www.govpaynow.com/gps/user/plc/a0019h>

***FEES APPLY FOR ONLINE PAYMENTS**

Make all checks payable to Broward Sheriff's Office. Include Fire Tracking Number on the check (located at the top right corner of billing form).

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

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

Create an account on RecDesk, <https://daniabeach.recdesk.com/Community/Home>, where an invoice will be sent electronically for the applicant to pay via credit card.



Event Coordinator Signature

12/4/24

Date



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: Dolphins Cancer Challenge XV

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

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

Is your event located on the beach? Yes ☒ No

Location: Bike ride starts and ends at Hard Rock Stadium

Expected maximum attendance 700 Expected sustained attendance 650
Has this event been held in the past? ☒ Yes ☐ No
If yes, please list the past dates, locations and attendance Start/End Hard Rock Stadium

DCC XIV (2/24/24) 650 p; DCC XIII (2/26/22) 600 p; DCC XII (2/25/23) 575 p

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

Charity bike ride with 4 routes and a 5K walk/run. All finish at Hard Rock Stadium. All fundraising dollars are donated to Sylvester Comprehensive Cancer Center.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>2/22/25</u>	<u>Saturday</u>	<u>4:00</u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 1:	<u>2/22/25</u>	<u>Saturday</u>	<u>7:15</u> AM/PM	<u>13:00</u> AM/PM	<u>650</u>
EVENT DAY 2:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 3:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
BREAKDOWN:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>

PART II: APPLICANT

Organization Name Dolphins Cycling Challenge, Inc **Name of Authorized Signatory** Javier Sanchez
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 347 Don Shula Drive **City, State, Zip:** Miami Gardens, FL 33056

Date of registration: 7/20/2012 **State registered in:** FL **Federal ID #** 44808311

Email Address: riededcc@dolphins.com **Phone:** 305-943-8000

Event Coordinator Name Gladys Sweeney **Phone:** 305-943-6552

Title: Sr. Director, Events **Phone:** _____ **Cell:** 305-450-8914

Email address: gsweeney@dolphins.com **Fax:** _____

Additional Contact Name _____ **Will you be on site?** _____ Yes _____ No

Title: _____ **Phone:** _____ **Cell:** _____

Email address: _____ **Fax:** _____

Event Production Company (if other than applicant) _____

Address: _____ **City, State, Zip:** _____

Contact Name: _____ **Title:** _____

Phone (day) _____ **(night)** _____ **Cell:** _____

Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

Admission/Registration X Yes _____ No _____ **If yes, how much?** \$ 35-150

Alcohol for Sale _____ Yes X No _____ **Alcohol for Fee** _____ Yes X No _____

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

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

Amusement Ride _____ Yes X No _____

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

Electricity _____ Yes ☒ No Generator _____ Yes ☒ No Amount of Kilowatts _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment _____ Yes ☒ No

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

Fencing or Barricades _____ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects _____ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors _____ Yes ☒ No

Food Trucks _____ Yes ☒ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____

State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth.

If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

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

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

N/A Electric Grill(s) # _____ Gas Grill(s) # _____ Charcoal Grill(s) # _____ Smoker Grill(s) # _____

Grease Fryer(s) # _____ Oven(s) # _____ Electric Range Burner(s) # _____ Gas Range Burner(s) # _____

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music _____ Yes ☒ No

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

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

Stages _____ Yes ☒ No _____ Type (wood, metal, trailer stage, etc.) _____
Stages may require permits.

Days and times music will be played: _____

How close is the event to the nearest residence? _____
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact _____ Yes ☒ No _____ If yes, lot location(s)? _____

Date(s) of Closure _____ Time(s) of Closure _____
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ☒ Yes _____ No _____ If yes, define Closure(s) US 1 | NE 2nd to Griffin Road

Date(s) of Closure 2/22/25 Time(s) of Closure 4 AM - 1 PM

Sanitation & Waste

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

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

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

Security/Police _____ Yes ☒ No _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies _____ Yes ☒ No _____

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

Quantity and size of each? _____

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

Toilets _____ Yes ☒ No _____

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

Transportation Plan _____ Yes ☒ No _____

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

PART IV: SECURITY AND EMERGENCY SERVICES

Any events larger than 1,000 people must have a BSO EMS Detail.

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

POLICE

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

BSO DETAIL REQUIREMENT

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

BSO EMS DETAIL REQUIREMENT

Any events larger than 1000 people must have a BSO EMS Detail

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

The cost for EMS Detail is as follows:

- EMS Detail Cart, Fire Rescue Lieutenant or Captain, and DE
- 4 Hour minimum \$75.00 per person per hour total of \$600 this includes the use of the EMS Cart or ambulance.
- Any event over 4 hours will be billed accordingly and will include ½ hour preparation time before event and ½ hour de-mobilization time after event.

FIRE WATCH REQUIREMENT

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

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (4 hour minimum). Personnel costs for apparatus and personnel are listed below: (4 hour minimum).

The cost of apparatus is as follows:

Fire Watch - Engine/Fire Apparatus with 2-Person Crew (Fee Per Each Crew Member)
\$212.50 per hour with 4 hours minimum for total of \$1700.00
Fire Watch - Engine/Fire Apparatus (per each additional Crew Member)
\$75.00 per hour with 4 hours minimum for total of \$300.00
Incident Commander with Cart - Single Battalion Chief
\$75.00 per hour with 4 hours minimum for total of \$300.00

The City of Dania Beach requires application completion 14 days in advance for the detail services. Should the amount of time required for the fire watch detail exceed that agreed up before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the fire watch. The Event sponsor will be responsible to pay the actual service price incurred.

Payment for Details can be made as follows:

Payment in person:

Broward County Sheriff's Office
Public Safety Building 2601 West Broward Blvd. Fort Lauderdale, FL 33312

Payment by mail:

Broward County Sheriff's Office
Attn: Special Revenue Unit P.O. Box 9507 Fort Lauderdale, FL 33312

Payment online:

You can now make payments online 24 hours per day, 7 days a week, 365 days per year.

Please visit:

<https://www.govpaynow.com/gps/user/plc/a0019h>

***FEES APPLY FOR ONLINE PAYMENTS**

Make all checks payable to Broward Sheriff's Office. Include Fire Tracking Number on the check (located at the top right corner of billing form).

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

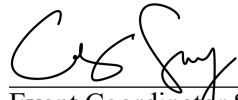
PART VI: SUBMISSION

Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

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

Create an account on RecDesk, <https://daniabeach.recdesk.com/Community/Home>, where an invoice will be sent electronically for the applicant to pay via credit card.



Event Coordinator Signature

12/6/24

Date



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Ashley Vlastic, Division Manager Community Events

SUBJECT: Request for Waiver of Rental Fees: MLK Banquet at IT Parker

Request:

The Commission has approved the MLK Renaissance Corp to host their annual Martin Luther King Jr. event, which includes the MLK Banquet. The Committee is now requesting the Commission to waive the rental fees for the event scheduled on Saturday, January 18th, from 5 PM to 10 PM.

Background:

The City Commission approved special event permit application for the MLK Renaissance Corp to host their annual Martin Luther King, Jr. at Frost Park along with a parade through the city MLK weekend. With the re-opening of the IT Parker Community Center, the MLK Renaissance Corp would like to host their banquet at IT Parker on Saturday, January 18th and is requesting a waiver of the rentals fees for the community center.

The MLK Renaissance Corp has partnered with the City of Dania Beach as a sponsor of the annual banquet for many years. During this event, the committee recognizes key community members for their contributions and awards scholarships to local students.

Budgetary Impact

MLK Banquet at IT Parker:
\$800 Non-profit rental rate for 8 hours
\$150 Cleaning Fee
\$950 Total amount

Recommendation

The Parks & Recreation Department is recommending that the City Commission approve the request to waive the rental fees for the MLK Banquet at IT Parker.



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: January 14, 2025

To: Mayor Joyce L. Davis
Vice Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

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

Subject: Manager's Report

This administration has had a consistent focus on building our "Culture". The aforementioned has helped us to retain, promote and recruit the very best team members! Our City Commission with its unanimous support of our Strategic Master Plan of 2021 and our proposed budgets has positively impacted our "Culture" and that gives us the edge. We strive to provide excellence in all areas of municipal services, and this is accomplished because of the commitment and dedication of our team! Every year we research, plan and execute truly meaningful events and programs for our employees. This past December 12th, our Chief Human Resources Officer and her team turned a "vision" into reality when we celebrated the 1st annual employee appreciation and recognition holiday event. Over 175 employees participated and had a wonderful time. I am very grateful to our Mayor, Vice Mayor and our entire Commission for being present and witnessing the caliber of events we put on and our investment in our human capital! We have a wellness fair on January 30th with over 30 vendors and 7 Thriving Thursday employee events planned for 2025! We have 4 new hire on-boardings, focus group meetings and numerous training programs as well. On February 27th, we will conduct our 2nd annual leadership retreat. See attached for your perusal.

The Nyberg Swanson Historic House renovation is coming along very nicely, and we are looking to do a celebratory ribbon cutting on Tuesday, February 25th at 5 p.m., prior to our Commission meeting with a nice reception. I will work closely with our Communications and Marketing team to promote this anticipated event. Additionally, we will partner with the Historic Society on this endeavor. See attached the scope of work for the Nyberg Swanson Historic renovation project.

We met with Dr. Wanza from Broward County Schools and her senior team and did an extensive walkthrough at both Olsen Middle and Collins Elementary Schools with the principals of both schools. Our contractual architect joined Candido, Cassi and I and we look forward to bringing forward a draft plan for your perusal and to discuss the "Vision" for our EOC at Collins and a Community/ Recreation Center at Olsen to complement the outdoor blueprint we have presented using existing space that the schools don't need and that we and our residents can greatly benefit from at a lesser cost than new construction. As you know, ensuring our schools stay open and thrive has been our mutual desire.

We had a very productive conference call with Lyle Sumek on December 17th, to initiate the revision of our adopted Strategic Master Plan; the compass that has been so instrumental in charting the course for us. On January 8th, I gave the green light to Mr. Lyle Sumek's proposal/ scope of work to move forward and work with Chris and Maxine to begin the process to update our adopted Strategic Master Plan of 2021. The process will commence within the next couple of weeks with scheduling one-on-one calls with all of you and our senior team participating. More details will come forward as the full schedule comes into play that will include 1 or 2 Saturday retreats where we come together to fine tune and produce the priorities of the document.

On January 9th, I took part in a very productive new board member orientation breakfast meeting with the economic engine of Broward County, the Greater Fort Lauderdale Alliance. My goal with this commitment is for the benefit of our City via enhanced opportunities for existing businesses and the recruitment of new businesses, public private partnerships and outside the box strategic initiatives as we continue with the "Renaissance" of Dania Beach.

Our City Attorney has developed an outstanding relationship with the Lucky Fish ownership and as I write this report, an onsite meeting is being scheduled with our Deputy City Manager, Mayor Davis, and our Marketing team as we take a giant step forward towards a truly remarkable grand opening, ensuring we communicate effectively regarding this anticipated event.

As you recall via persuasive communication and a very solid relationship with Mr. Joe Milton and his team, he agreed to fund the entire design of the Gulfstream Road project with savings of more than \$200k to our City. We have worked closely with them and outside agencies to expedite the approval process of this much-needed project. The plans have been approved by the County, and we anticipate construction will commence at the end of February.

Last year in Tallahassee we batted 1,000, going 4 for 4 on project funding. This year Maxine is working very closely with Ms. Rana Brown from the Ron Book team, and we have a date set for meetings all day on February 19th. Our goal has been to get the "edge" and best position the City.

Our entire City Team is running on all cylinders on a multitude of projects and initiatives citywide. We anticipate another significant year of progress and achievement. Your support and a shared "Vision" for our City will provide the foundation for an amazing 2025!



2025

EMPLOYEE TRAINING AND EVENTS SCHEDULE

DATE	TRAINING TOPIC	DURATION	TIME	TRAINER
10/1 - 9/30	Vector Solutions - Safety Day Training	8 hours	TBD	Self-pace learning
1/1/2025	**Microsoft Online Training	Unlimited	**See Below	Self-pace learning
1/14/2025	*BSO - Advanced De-escalation Techniques	1 - 1/2 Hour	10:00 - 12:00 PM	Broward Sheriff
1/16/2025	*BSO - Advanced De-escalation Techniques	1 - 1/2 Hour	1:30 - 3:00 PM	Broward Sheriff
1/21/2025	*Health and Safety Training - Topic: Healthy Heart	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
1/21/2025	*Health and Safety Training - Topic: Healthy Heart	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
1/30/2025	Employee Event - Wellness Fair	4 Hours	10:00 - 2:00 PM	N/A
1/30/2025	Legal Training for DB Employees	1 - 1/2 Hour	3:00 - 4:30 PM	Eve Boutsis
2/20/2025	New Hire On-Boarding - 1st Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
2/20/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
2/27/2025	DB Management Team Retreat	6 hours	10:00 - 3:00 PM	Brian Rosenberg
3/6/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
3/6/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
3/13/2025	FOCUS Group - Call Back Session	1 1/2 Hour	10:00 - 12:00 PM	HR Team
3/18/2025	Human Resources Training for Management Team	3 Hours	1:00 - 4:00 PM	HR Team
3/20/2025	Employee Event - Pizza Party	3 Hours	11:00 - 2:00 PM	N/A
3/25/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
3/25/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
3/27/2025	Safety Committee Meeting	2 Hours	10:00 - 12:00 PM	Safety Committee Members
4/1/2025	Human Resources Training for Management Team	3 Hours	1:00 - 4:00 PM	HR Team
4/3/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
4/10/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
4/17/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
4/17/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
4/24/2025	Employee Event - Bring your Child to Work	All Day	All Day	N/A
5/1/2025	*Reasonable Suspicion - Training for Supervisors	2 Hour	10:00 - 12:00 PM	NMS
5/6/2025	*BSO - Stop the Bleed/Hands-Only CPR	45-60 minutes Sessions	9:00 - 3:00 PM	Rebecca Johnson/Broward Sheriff
5/8/2025	*BSO - Heat Stroke Awareness	45-60 minutes Sessions	9:00 - 3:00 PM	Rebecca Johnson/Broward Sheriff
5/13/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
5/13/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
5/15/2025	*Cyber Security Awareness	3 - 4 Hours	TBA	IT Department
5/20/2025	*BSO - Active Shooter Training	45- minutes Sessions	9:00 - 2:45 PM	Broward Sheriff
5/22/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
5/29/2025	New Hire On-Boarding - 2nd Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
5/29/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
6/5/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
6/5/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
6/12/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
6/12/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba
6/12/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
6/26/2025	Safety Committee Meeting	2 Hours	2:00 - 4:00 PM	Safety Committee Member

7/17/2025	Employee Event - Ice Cream Social	3 Hours	11:00 - 2:00 PM	N/A
7/22/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
7/22/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
8/7/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
8/14/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
8/14/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
8/21/2025	New Hire On-Boarding - 3rd Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
8/21/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
8/26/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
9/4/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
9/24/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
9/24/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
9/25/2025	Safety Committee Meeting	2 Hours	2:00 - 4:00 PM	Safety Committee Members
10/9/2025	FOCUS Group - Call Back Session	1 1/2 Hour	10:00 - 12:00 PM	HR Team
10/16/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
10/16/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
10/30/2025	Employee Event - Halloween Celebration	3 Hours	11:00 - 2:00 PM	N/A
11/6/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
11/12/2025	MOT Employee Training for Public Services	TBD	TBD	Kenneth Baldwin
11/13/2025	New Hire On-Boarding - 4rd Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
11/13/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
11/20/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
12/2/2025	Safety Committee Meeting	2 Hours	10:00 - 12:00 PM	Safety Committee Members
12/4/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
12/4/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba
12/11/2025	Employee Event - Employee Appreciation Celebration	3 Hours	11:00 - 2:00 PM	N/A
12/16/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A

Please contact your supervisor if you would like to attend any of these trainings

***Counts Toward Safety Day Training**

**Non-exempt (hourly) team members, must complete this training only during working hours with your supervisor's approval. Please work with your supervisor to

Nyberg Swanson Historic Restoration Project

- Completed items:
 - Roof (awaiting reinstallation of siding on dormers – to begin tomorrow 12/4)
 - Lead paint and mold abatement
- Masonry restoration and cleaning
- Substantially complete:
 - Rough and finish carpentry
 - Plumbing
 - Electrical
 - Painting and staining interior & exterior finishes
 - Window restoration and weather striping
 - IT/communication
- To be completed in approximately three weeks
 - HVAC condensing units and pad installation
 - Crawl space cover
 - Wood floor refinishing
 - Landscape restoration
 - Front door installation
- Project completion
 - Punch list expected to be complete by mid-January

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000737	Active	H-EXTENSION - Extension Hearing	222 SW 3 ST	RAMOS, JOSE E & LLINAS RAMOS, DEMARIS	Alberto Chavarria
2024-00000766	Active	H-EXTENSION - Extension Hearing	230 SW 6 ST	230 6TH DANIA LLC	Alberto Chavarria
2024-00000949	Active	H-EXTENSION - Extension Hearing	212 SW 13 ST	CORIA CLARA O & JUAN G	Alberto Chavarria
2024-00001315	Active	H-FIRST HEARING - First Hearing	506 S FEDERAL HWY	POP FLORIDA PROPERTIES LLC	Alberto Chavarria
2024-00001340	Active	H-FIRST HEARING - First Hearing	348 SW 2 AVE	PIPER, SHANE L	Alberto Chavarria
2024-00001341	Active	H-FIRST HEARING - First Hearing	60 SW 15 ST	FEDOTOV, MAX	Alberto Chavarria
2024-00001390	Active	H-FIRST HEARING - First Hearing	716 SW 7 TER	MKIG LLC	Alberto Chavarria
2024-00001410	Active	H-FIRST HEARING - First Hearing	37 SW 12 ST	CHEN INVESTMENTS GROUP INC	Alberto Chavarria
2024-00001426	Active	H-FIRST HEARING - First Hearing	313 SW 15 ST	VU THANG DUY & VU KIM HOA & VU DUY KHA NGUYEN	Alberto Chavarria
2024-00001472	Active	H-FIRST HEARING - First Hearing	49 SW 14 ST	VERDIN, RICARDO	Alberto Chavarria
2024-00001482	Active	H-FIRST HEARING - First Hearing	42 SW 14 ST	PELONES LLC	Alberto Chavarria
2024-00001504	Active	H-FIRST HEARING - First Hearing	19 SW 12 ST	DIAZ, DANIEL ANDREW	Alberto Chavarria
2024-00001513	Active	H-FIRST HEARING - First Hearing	19 SW 3 ST	SRKK 19-23 LLC	Alberto Chavarria

Special Magistrate Agenda

2024-00001530	Active	H-FIRST HEARING - First Hearing	226 SW 11 ST	SHALOM, SHOKI	Alberto Chavarria
2024-00001540	Active	H-FIRST HEARING - First Hearing	241 SW 4 ST	PARK AVE SEMINOLE LLC	Alberto Chavarria
2024-00001568	Active	H-FIRST HEARING - First Hearing	321 SW 14 ST	LUBIN,GERMAIN & LUBIN,ASTRIDE	Alberto Chavarria
2024-00001623	Active	H-FIRST HEARING - First Hearing	20 SW 15 ST	BARIOS LLC	Alberto Chavarria
2024-00001760	Active	H-FIRST HEARING - First Hearing	1211 STIRLING RD	ATLANTIC 18 LLC	Alberto Chavarria
2023-00001044	Active	H-EXTENSION - Extension Hearing	30 NE 2 AVE	KELLY MODIC	Anson Westberry
2024-00001229	Active	H-FIRST HEARING - First Hearing	221 NW 13 CT	DUKES, KEVIN	Anson Westberry
2024-00001293	Active	H-FIRST HEARING - First Hearing	1477 NW 10 ST	SOTO, GUILLERMO YUNEZ VILLEGAS, NATALIA	Anson Westberry
2024-00001294	Active	H-FIRST HEARING - First Hearing	530 NW 8 ST	9410-9626 QUEBEC INC	Anson Westberry
2024-00001297	Active	H-FIRST HEARING - First Hearing	1469 NW 10 ST	RXI INVESTMENT GROUP LLC	Anson Westberry
2024-00001345	Active	H-FIRST HEARING - First Hearing	101 NW 13 AVE	GRAJO INVESTMENTS LLC	Anson Westberry
2024-00001351	Active	H-FIRST HEARING - First Hearing	693 NW 12 AVE	FRANK SACCO	Anson Westberry
2024-00001397	Active	H-FIRST HEARING - First Hearing	105 NW 14 WAY	BHM 105 LLC	Anson Westberry
2024-00001497	Active	H-FIRST HEARING - First Hearing	114 SW 5 CT	GUERDA FREDERIC	Anson Westberry

Special Magistrate Agenda

2024-00001552	Active	H-FIRST HEARING - First Hearing	50 S BRYAN RD	RJ MARINA HOLDINGS LLC	Anson Westberry
2024-00001571	Active	H-FIRST HEARING - First Hearing	227 NW 8 AVE	REBIBO, OSHER	Anson Westberry
2024-00001575	Active	H-FIRST HEARING - First Hearing	800 OLD GRIFFIN RD	800 OLD GRIFFIN LLC	Anson Westberry
2023-00000001	Active	H-ABATEMENT - Abatement Hearing	409 NW 3 PL	SF HOME BUYERS LLC	Christina Caserta
2023-00001087	Active	H-ABATEMENT - Abatement Hearing	409 NW 3 PL	SF HOME BUYERS LLC	Christina Caserta
2024-00000171	Active	H-EXTENSION - Extension Hearing	311 SE 3 ST BLDG F	MEADOWBROOK LAKES VIEW CONDO ASSN A INC	Christina Caserta
2024-00000492	Active	H-EXTENSION - Extension Hearing	711 SE 3 AVE	DUNKLE, DIANA	Christina Caserta
2024-00000653	Active	H-EXTENSION - Extension Hearing	208 SE 4 TER	YULIA BASOVA & LUIS INFANTE	Christina Caserta
2024-00000693	Active	H-EXTENSION - Extension Hearing	SW 45 WAY	STIRLING OFFICES LLC	Christina Caserta
2024-00000739	Active	H-EXTENSION - Extension Hearing	500 NE 2 ST 104	ZEGLIO LLC	Christina Caserta
2024-00001131	Active	H-FIRST HEARING - First Hearing	325 NE 2 AVE	GARY W FORBUS	Christina Caserta
2024-00001307	Active	H-FIRST HEARING - First Hearing	242 E DANIA BEACH BLVD	242 EDB LLC	Christina Caserta
2024-00001370	Active	H-FIRST HEARING - First Hearing	270 SE 7 ST	DOMASHOVA, ANASTASIA	Christina Caserta
2024-00001487	Active	H-FIRST HEARING - First Hearing	463 SE 11 TER	ROBLES SAMUEL & SELANIKIO RAQUEL	Christina Caserta

Special Magistrate Agenda

2024-00001501	Active	H-FIRST HEARING - First Hearing	405 SE 4 ST	FERNANDEZ ANGELA & FERNANDEZ TERESA	Christina Caserta
2024-00001574	Active	H-RECURRING - Recurring Hearing	405 SE 3 TER	JUAN JONATHAN GARCIA	Christina Caserta
2024-00001597	Active	H-FIRST HEARING - First Hearing	302 LEWIS LN	HIDDEN OASIS VILLAS & MARINA LLC	Christina Caserta
2024-00001603	Active	H-FIRST HEARING - First Hearing	306 NE 5 CT	HIDDEN OASIS VILLAS & MARINA LLC	Christina Caserta
2024-00001631	Active	H-FIRST HEARING - First Hearing	402 SE 5 ST	STESIK, VITALY 402 SE 5TH STREET LLC	Christina Caserta
2024-00001773	Active	H-FIRST HEARING - First Hearing	217 SE 3 TER	ALEGRE, GABRIELA BORGES ALEGRE, RAYMOND	Christina Caserta
2024-00001776	Active	H-FIRST HEARING - First Hearing	105 SE 2 ST	105 SE 2ND ST LLC	Christina Caserta
2024-00001777	Active	H-FIRST HEARING - First Hearing	321 SE 3 TER	FLORES, KELLY	Christina Caserta
2024-00001793	Active	H-FIRST HEARING - First Hearing	402 SE 5 ST	STESIK, VITALY 402 SE 5TH STREET LLC	Christina Caserta
2023-00000845	Active	H-ABATEMENT - Abatement Hearing	212 SW 11 ST	JULIANNA HOLDINGS LLC	Michelle Shahryar
2023-00001360	Active	H-ABATEMENT - Abatement Hearing	716 SW 10 ST	RADCLIFFE FRANCISCO ELLISON SR	Michelle Shahryar
2024-00000577	Active	H-EXTENSION - Extension Hearing	2900 SW 45 ST	ECOAR LLC	Michelle Shahryar
2024-00000727	Active	H-EXTENSION - Extension Hearing	2854 SW 45 ST	RAFAEL KERCADO MARTES	Michelle Shahryar
2024-00000819	Active	H-EXTENSION - Extension Hearing	3230 SW 44 ST	STANLEY,J & JODI L MEDOW REV TR MEDOW, MARK ETAL	Michelle Shahryar

Special Magistrate Agenda

2024-00001046	Active	H-SPEC HEARING - Special Set Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOUR LLC	Michelle Shahryar
2024-00001368	Active	H-FIRST HEARING - First Hearing	4716 SW 33 AVE	BARAKEH LLC	Michelle Shahryar
2024-00001455	Active	H-FIRST HEARING - First Hearing	4025 RAVENSWOOD RD	CHILTON PROPERTIES LLC	Michelle Shahryar
2024-00001508	Active	H-FIRST HEARING - First Hearing	3221 RAVENSWOOD RD	BRIN PROPERTIES LLC	Michelle Shahryar
2024-00001509	Active	H-FIRST HEARING - First Hearing	RAVENSWOOD RD	BRIN PROPERTIES LLC	Michelle Shahryar
2024-00001522	Active	H-FIRST HEARING - First Hearing	SW 26 TER	LUCKLY LOTS LLC	Michelle Shahryar
2024-00001531	Active	H-SPEC HEARING - Special Set Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOR LLC	Michelle Shahryar
2024-00001734	Active	H-FIRST HEARING - First Hearing	3181 SW 44 ST	3181 SW 44TH STREET LLC	Michelle Shahryar
2018-00000868	Active	H-CONFIRMATION - Confirmation Hearing	44 SE 7 ST	GINA MIENTES	Ricky Ali
2021-00001829	Active	H-CONFIRMATION - Confirmation Hearing	5999 SW 37 AVE	SAM HOLDINGS 2000 LLC	Ricky Ali
2023-00000567	Active	H-CONFIRMATION - Confirmation Hearing	4824 SW 45 AVE	KADOSH, EZER-UZI	Ricky Ali
2023-00001061	Active	H-EXTENSION - Extension Hearing	5169 SW 28 AVE	WRIGHT, SHALEIGHA	Ricky Ali
2024-00001336	Active	H-FIRST HEARING - First Hearing	4020 SW 50 ST	HHCS INVESTMENT LLC	Ricky Ali
2024-00001369	Active	H-FIRST HEARING - First Hearing	4444 SW 52 ST	4444P4 LLC	Ricky Ali

Special Magistrate Agenda

2024-00001650	Active	H-FIRST HEARING - First Hearing	4091 SW 51 ST	FLA POWER & LIGHT CO ATTN:PROPERTY TAX DEPT-PSX/JB	Ricky Ali
2024-00001828	Active	H-FIRST HEARING - First Hearing	5431 SW 44 AVE	CREATIVE BY ME LLC	Ricky Ali
2020-00000061	Active	H-FIRST HEARING - First Hearing	702 SE 3 CT	JASON KIRKCALDY JAMIE L DIMAURO	Windy Damis
2021-00001483	Active	H-CONFIRMATION - Confirmation Hearing	151 NW 7 AVE	LEIVA, MICHELLE E	Windy Damis
2023-00000783	Active	H-ABATEMENT - Abatement Hearing	5519 SW 24 AVE	PRIME REAL ESTATE HOLDINGS INC	Windy Damis
2023-00001557	Active	H-EXTENSION - Extension Hearing	5301 SW 29 WAY	KLEIN, LAURA	Windy Damis
2024-00000351	Active	H-EXTENSION - Extension Hearing	2110 SW 51 CT	2110 SW 51 CT LLC	Windy Damis
2024-00000511	Active	H-EXTENSION - Extension Hearing	2879 SW 58 ST	SOTO SANDOVAL, BESSY CAROLINA	Windy Damis
2024-00000752	Active	H-EXTENSION - Extension Hearing	2301 STIRLING RD	BRE JUPITER SOUTHEAST FL LLC	Windy Damis
2024-00000787	Active	H-EXTENSION - Extension Hearing	2670 E MARINA DR	ELIAS, DEBORAH L	Windy Damis
2024-00000869	Active	H-EXTENSION - Extension Hearing	2670 E MARINA DR	DEBORAH L ELIAS	Windy Damis
2024-00001270	Active	H-FIRST HEARING - First Hearing	SW 50 ST	DWYER, RICHARD & DWYER, MARY JANE	Windy Damis
2024-00001306	Active	H-FIRST HEARING - First Hearing	5700 PARK RD	EZ CLUB PROPERTIES LLC	Windy Damis
2024-00001406	Active	H-FIRST HEARING - First Hearing	5000 SW 26 AVE	PROLIFIC TECHNOLOGIES LLC	Windy Damis

Special Magistrate Agenda

2024-00001446	Active	H-FIRST HEARING - First Hearing	3980 SW 51 ST	AVI GAL LLC	Windy Damis
2024-00001450	Active	H-FIRST HEARING - First Hearing	5160 SW 26 AVE	BRIDGET JOHNSON	Windy Damis
2024-00001464	Active	H-FIRST HEARING - First Hearing	2230 SW 51 PL	DLHA LLC	Windy Damis
2024-00001479	Active	H-FIRST HEARING - First Hearing	4847 SW 28 TER	4847 HAGE PROPERTY LLC	Windy Damis
2024-00001668	Active	H-FIRST HEARING - First Hearing	5020 SW 29 WAY	JOSEPHINE M POWELL CALLAHAN	Windy Damis
2024-00001669	Active	H-FIRST HEARING - First Hearing	5180 SW 28 AVE	BRANCH OF FLORIDA LLC	Windy Damis
2024-00001834	Active	H-FIRST HEARING - First Hearing	5230 SW 25 TER	BOODOO, REANNA K	Windy Damis



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, DECEMBER 10, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 7:01 p.m.

Present:

Mayor Joyce L. Davis
Vice-Mayor Marco A. Salvino, Sr.
Commissioner Lori Lewellen
Commissioner Luis Rimoli
Commissioner A. J. Ryan IV

City Manager Ana M. Garcia, ICMA-CM
City Attorney Eve Boutsis
City Clerk Elora Riera, MMC

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 3.1 Special Event Applications - *Parks and Recreation*
- Chabad of Dania Beach - Chanukah at Dania Pointe (12.30.24)
 - Dania Pointe - Yearly Event Programming (2025)

Commission consensus was received to support the applications.

Emily from Dania Pointe spoke on the different events taking place in 2025.

- 3.2 Rededication - Plaque for "Magnetic Geodes" Artwork at City Hall in Recognition of Robert "Bo" Donly - *Sponsored by Mayor Joyce L. Davis*

Mayor Davis introduced the item.

Commission consensus was received to support the rededication of the plaque to Bo Donly.

4. PROCLAMATIONS

None.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia presented her manager's report and touched on the following topics:

- Building skills for Dignified Disagreements Class
- Dania After Dark 120th Birthday Celebration
- Dania After Dark Taste of Dania Beach
- I.T. Parker Ribbon Cutting Ceremony
- Employee Recognition Luncheon
- Meeting and Tour of Olsen Middle School and Collins Elementary School with Dr. Wanza, Broward County School District
- The City's Strategic Master Plan
- Appointment to board of the Greater Fort Lauderdale Alliance
- Nyberg Swanson House

5.2 City Attorney

City Attorney Boutsis had nothing to report and wished everyone happy holidays.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

- January 14, 2025 CRA Board Meeting: 5:30 p.m.
- January 14, 2025 Regular City Commission Meeting: 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala spoke about the BSO Employee of the Month recognition lunch and provided his crime report to include calls, arrests and the most recent incident at Dania Pointe where 1,500 juveniles from around the tri-county area showed up resulting in multiple arrests. He said Kimco will be paying for additional law enforcement officers to be present on Saturday nights and they are working on additional policies to be put into place.

Fire Chief Pellecer spoke about the two toy drives they conducted and provided his fire/medic report which included call volumes and safety tips for the holiday season.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Rich Aube - 675 SE 2nd Ave.
- Lidia Berbeci 222 NE 2nd Place

8. CONSENT AGENDA

Vice Mayor Salvino made a motion to approve the consent agenda minus item 8.5. The motion was seconded by Commissioner Lewellen which carried unanimously on voice vote.

8.1 Minutes:

- November 18, 2024 Organizational/Special Commission Meeting
- November 18, 2024 Regular City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 Approval for Use of City Logo:

- Greater Dania Beach Chamber of Commerce - First Responders Luncheon and Holiday Toy Drive - (12/16/2024)
- MLK Parade & Celebration - MLK Renaissance Corp (1/20/2025)
- Vintage Motorcycle Show - Dania Bike Show (1/25/2025)
- CareerSource Broward - Summer Youth Employment Program (6/9/2025-8/5/2025)

Approved under consent agenda.

8.4 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ENTRY INTO AN AGREEMENT WITH FLORIDA EAST COAST RAILWAY (FECR) FOR ENHANCEMENTS TO RAIL CROSSINGS AS PART OF THE BROWARD COUNTY SEALED CORRIDOR PROJECT; PROVIDING FOR A BUDGETARY COMMITMENT OF NINETY-TWO THOUSAND TWO HUNDRED FIVE DOLLARS (\$92,205.00), WHICH INCLUDES A TWENTY PERCENT (20%) CONTINGENCY; ACKNOWLEDGING FEDERAL AND COUNTY GRANT MATCHES TOTALING SIX HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS (\$666,841); FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

8.5 RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT OF THE AGREEMENT WITH BROWARD COUNTY FOR MAINTENANCE OF BUS SHELTERS, RETROACTIVELY PROVIDING FOR THE

INSTALLATION OF AN ADDITIONAL SIXTEEN (16) BUS STOP SHELTERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title into the record.

Director of Public Services Fernando Rodriguez introduced the item.

Commissioner Ryan inquired about the advertising on the bus shelters and City Attorney Boutsis responded that the County is responsible for the advertisements and acquiring those vendors.

Commissioner Ryan made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

8.6 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY AUTHORIZING CHANGE ORDER NUMBER FOUR WITH VERCETTI ENTERPRISES FOR THE I.T. PARKER COMMUNITY CENTER RENOVATION, IN THE AMOUNT OF EIGHTEEN THOUSAND NINETY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$18,098.35). WHICH AMOUNT EXCEEDS THE APPROVED AMOUNT OF THE UNDERLYING AGREEMENT, INCLUDING CONTINGENCY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH WALTERS ZACKRIA ASSOCIATES, PLLC. FOR DESIGN SERVICES FOR IMPROVEMENTS RELATED TO NEW CONSTRUCTION AT OLSEN MIDDLE SCHOOL, IN THE AMOUNT OF NINE THOUSAND FORTY-ONE THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$941,640.00) WITH AN ADDITIONAL TEN THOUSAND DOLLARS (\$10,000.00) IN REIMBURSABLE FUNDS; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE MODIFICATION NUMBER FOUR TO THE SUBGRANT AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR A FIVE-MONTH EXTENSION TO A GRANT FOR THE CREATION

OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Approved under consent agenda.

8.9 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT #4 TO THE MASTER RESEARCH AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND FLORIDA ATLANTIC UNIVERSITY FOR A FIVE-MONTH EXTENSION TO A GRANT FOR THE CREATION OF A WATERSHED MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Approved under consent agenda.

8.10 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO AMEND THE UNDERLYING SAAS SERVICES WITH TYLER TECHNOLOGIES, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development/Finance)*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-030, ENTITLED “REHABILITATION OF LIFT STATION 12” PROJECT TO SOUTHERN UNDERGROUND INDUSTRIES, INC. IN THE AMOUNT OF THREE MILLION SIX HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS (\$3,699,900.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the resolution.

Director of Public Services Fernando Rodriguez introduced the item.

Vice Mayor Salvino made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

9.2 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 24-014 AND AUTHORIZING THE PURCHASE AND IMPLEMENTATION OF A SMART WATER METER / ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FROM UTILITY SOLUTIONS AND AUTOMATION (USA); PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the resolution.

Chief Financial Officer Frank DiPaolo introduced the item.

Vice Mayor Salvino clarified that there will be no cost to the residents and implementation will take six to nine months.

Commissioner Lewellen commented that it will also detect leaks.

Vice Mayor Salvino made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

9.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 24-020 “DANIA BEACH CITY HALL WINDOW AND DOOR REPLACEMENT” TO TECHGROUPONE, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED ONE DOLLAR AND FIFTY CENTS (\$265,501.50) PLUS A TEN PERCENT (10%) CONTINGENCY FOR UNFORSEEN CIRCUMSTANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

City Attorney Boutsis read the title of the resolution.

Director of Public Services Fernando Rodriguez introduced the item.

Vice Mayor Salvino made a motion to approve the item. Commissioner Rimoli seconded the motion which carried unanimously on voice vote.

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2024-_____

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 REBUILDING LIFT STATION NO. 12; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the ordinance.

Mayor Davis opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Salvino made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

12.2 ORDINANCE NO. 2024-_____

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 PURCHASE OF A SMART WATER METER / ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

City Attorney Boutsis read the title of the ordinance.

Mayor Davis opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Salvino made a motion to approve the item. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

12.3 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 17, ENTITLED “OFFENSES – MISCELLANEOUS” TO REPEAL THE CITY’S CAMPING ORDINANCE IN ORDER TO ENFORCE THE COUNTY’S ANTI-CAMPING ORDINANCE AND PROVIDING FOR NOTICE TO THE CITY OF CAMPING VIOLATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

City Attorney Boutsis read the title of the ordinance and introduced the item.

Mayor Davis opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Salvino made a motion to approve the item. Commissioner Ryan seconded the motion which carried unanimously on voice vote.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Community Grants Program and Discretionary Funds Policy and Procedures - *Sponsored by Commissioner Lewellen*

Commissioner Lewellen introduced the item and Chief Financial Officer Frank DiPaolo explained the proposed policy.

Commissioner Salvino shared his concerns as this was in effect when he was on the Commission previously and it did not work and caused disagreements amongst the Commission.

Commissioner Lewellen commented that the issue was that there was not a policy in place and there needs to be transparency and the organizations should be vetted properly.

Commissioner Rimoli commented that he is in favor of having a plan that organizations will have to follow and keeping the Commission out of it.

Mayor Davis said she remembered there was a policy in place where non-profits could apply, and it was cumbersome and difficult for the non-profits to get approved. Once it was switched over to the \$25,000.00 discretionary funds, commissioners gave to the organizations that they wanted and there was no argument about whose organization received what. She does not want it to be a cumbersome policy.

Commissioner Ryan asked if a basic application can be provided to the Commission for review and Chief Financial Officer DiPaolo responded yes.

Commissioner Lewellen motioned to approve a draft policy procedure and application for review by the Commission. Commissioner Rimoli seconded the motion which carried unanimously on voice vote.

13.2 Appointing an Alternate to the Solid Waste Authority Executive Committee

Commissioner Rimoli volunteered to serve on the Committee as an alternate member.

14. APPOINTMENTS

14.1 Advisory Board Appointments - *City Clerk*

City Clerk Riera reviewed the vacancies on the following boards with the Commission and requested their appointments.

Dania Beach Housing Authority

- Mayor Davis appointed Dr. Bennie Moultry

Education Advisory Board

- Mayor Davis deferred her appointment to the next meeting
- Vice Mayor Salvino deferred his appointment to the next meeting

- Commissioner Rimoli deferred his appointment to the next meeting

General Employee's Pension Board

- 1 Appointment as a whole – deferred to the next meeting

Green Advisory Board

- Mayor Davis deferred her appointment to the next meeting
- Vice Mayor Salvino deferred his appointment to the next meeting
- Commission Rimoli appointed Joanna Davis

Marine Advisory Board

- Mayor Davis deferred her appointment to the next meeting
- Vice Mayor Salvino re-appointed Anthony Thackham
- Commissioner Rimoli re-appointed Robert Ostrov

Parks, Recreation & Community Affairs Advisory Board

- Mayor Davis deferred her appointment to the next meeting
- Vice Mayor Salvino deferred his appointment to the next meeting
- Commissioner Rimoli appointed Victoria Roeser
- Commissioner Ryan appointed John Mode

Planning & Zoning Board

- Mayor Davis appointed Randall Wright
- Vice Mayor Salvino deferred his appointment to the next meeting
- Commissioner Lewellen re-appointed Quin Robertson
- Commissioner Rimoli appointed Sascha Rauhe
- Commissioner Ryan deferred his appointment to the next meeting
- 2 alternate appointments by the commission as a whole

Vice Mayor Salvino requested to have the attendance records for each board be provided to the Commission on a quarterly basis and requested to add one alternate member to the Parks, Recreation & Community Affairs Advisory Board as the parks are expanding.

Commissioner Lewellen confirmed that Joanna Granett does wish to remain as an alternate on the Planning & Zoning Board. Joanna Granett is re-appointed as an alternate member to the board and the Commission will defer the second alternate appointment to the next meeting.

Commission consensus was received on all appointments.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen wished everyone a happy holiday season and requested to encompass the CRA with the City's strategic planning. City Attorney Boutsis responded that it is not illegal but there would have to be full discussion on what is applicable to each. Mayor Davis commented that she believes they should remain separate as putting them together mixes the pot too much. As an alternative, Commissioner Lewellen suggested having both workshops on the same day as Consultant Lyle Sumek will already be present. The Commission agreed to inquire if Mr. Sumek is available for both workshops on the same day.

Commissioner Lewellen asked City Manager Garcia if the city can encompass the sidewalks in another citywide assessment. City Manager Garcia responded that assessments are ongoing, and the city should treat all parks as zones where we want to slow down traffic; staff will come up with a game plan and will also talk with the traffic engineer.

Commissioner Lewellen noted that her and City Attorney Boutsis are still in the process of setting up a meeting with the County Mayor and liaisons regarding the homeless ordinances. She is open to any additional ideas that anyone may have.

15.2 Commissioner Rimoli

Commissioner Rimoli thanked BSO for the invitation to their luncheon and said it was a wonderful tribute to all their work. He congratulated Lieutenant Cooper on her new position and commented that she will be missed. He congratulated Chief Pellecer on the toy drive at Dania Pointe and said that it was terrific to meet all the cadets. He reminded everyone that this is the season of giving and encouraged everyone to reach out to someone that they feel needs some help. He wished everyone Happy Holidays and looks forward to a wonderful 2025.

15.3 Commissioner Ryan

Commissioner Ryan spoke about the Nyberg Swanson house and shared his concerns with the renovations of the flooring and second floor space. City Manager Garcia stated that the Fire Marshal said it was a safety issue with the egress, but the City could look back into it. Commissioner Ryan responded that he would like both issues revisited and wished everyone a Happy New Year.

15.4 Vice Mayor Salvino

Vice Mayor Salvino asked if the egress is only allowed for one person, then how can that area of the Nyberg Swanson House be used for storage. City Manager Garcia responded that the city would ask the questions and circle back with the fire marshal. Vice Mayor Salvino reminded the residents that his phone and email are always open if they have any issues. He thanked the City Manager and staff for all that they have done for him. He encouraged the residents to help keep the city clean. He congratulated Lieutenant Cooper on her promotion and thanked BSO for the presentation to the deputies today. He wished everyone a happy holiday.

15.5 Mayor Davis

Mayor Davis reiterated Vice Mayor Salvino's comments and congratulated Lieutenant Cooper on her promotion to Captain. She spoke about the strategic planning meeting and additional

opportunities for team building amongst the leadership team. She attended the Florida League of Cities 2024 Legislative Conference in Orlando and there were many opportunities that will be brought forward to help support newly elected officials. Mayor Davis inquired about the progress on the Woman's Club and City Manager Garcia responded that there will be a seamless transition from the investment of the Nyberg Swanson House into the Woman's Club and she assures there will be a ribbon cutting shortly after getting started with the Woman's Club. She requested the city provide the residents with some general safety tips regarding fraud during the holiday season and reminded everyone to be careful, be aware and be safe. She thanked the mayors before her for their guidance and leadership and thanked Mayor Ryan for the new engraved gavel. She wished everyone Happy Holidays, Happy Hannukah and Merry Christmas.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 9:09 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach City Manager Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA:

SUBJECT: Travel request to Clearwater, Florida to attend the FCCMA 2025 Winter Institute, January 29 – February 2, 2025

Request:

A request for approval to attend the FCCMA 2025 Winter Institute in Clearwater, Florida, January 29 - February 2, 2025.

Background:

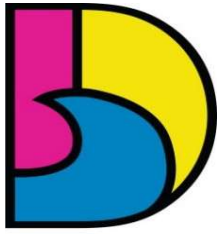
The Florida City and County Management Association (FCCMA) 2025 Winter Institute will be held in Clearwater, Florida. This conference is an opportunity for City Managers to enhance leadership skills, learn from municipal experts, share ideas with peers and discuss strategies. As a credentialed manager this conference is an opportunity to earn mandatory yearly professional continuing educational credits.

Budgetary Impact

The budgetary impact on travel to Clearwater, Florida, is estimated at \$1,468.34. Funding is available in the City Manager's GL account 001-1201-512-40-10.

Recommendation

City Commission approval of travel to attend the FCCMA 2025 Winter Institute in Clearwater, Florida.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach Travel Authorization Form

TRAVELER'S NAME: Ana M. Garcia

DEPARTMENT: Office of the City Manager

TRAVELER'S POSITION: City Manager

DESTINATION: Clearwater, Florida

PURPOSE OF TRAVEL: FCCMA 2023 Winter Institute

DATES OF TRAVEL: 1/29/2025 TO 2/1/2025

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

MODE OF TRAVEL:

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

Estimated Expenses:

ITEM	DESCRIPTION				TOTAL
Registration Fee:	FCCMA				\$ 385.00
Lodging (# of nights x rate):	Sheriton Sand Key Resort	3	x	\$ 229.00	\$ 687.00
Parking (# of nights x rate):	No charge		x		\$ -
Car Rental:	Avis				\$ 133.34
Tolls:	Estimate				\$ 25.00
Meals (Per Diem):	Per Diem Calculator and GSA Per Diem Rate attached				\$ 238.00
TOTAL ESTIMATED EXPENSES					\$1,468.34

Traveler's Signature:

Ana M. Garcia

Digitally signed by Ana M.
Garcia
Date: 2024.12.19 19:31:33
-05'00'

Date: 12/19/2024

Finance Reviewer's Signature:

Tania Stevens

Date: 12/20/2024

Finance Approver's Signature:

Frank DiPaolo, CFO

Date:

From: memberservices@fcities.com
To: [Lottier, Christine](#)
Subject: Order Confirmation
Date: Thursday, November 14, 2024 10:19:38 AM

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

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 148856
Order Date: Nov 14, 2024 10:16 AM
Bill To: Ana M. Garcia, ICMA-CM
Order Total: 385.00
Payment Method: Visa *****2569 10/2026
Name on Card: Christine Lottier

Item	Price	Quantity	Total
FCCMA 2025 Winter Institute - Ana M. Garcia, ICMA-CM <i>When:</i> Jan 30, 2025 8:00 AM - Jan 31, 2025 12:30 PM <i>Where:</i> Sheraton Sand Key Resort 1160 Gulf Blvd. Clearwater, FL 33767	385.00	1	385.00

Registration option: Jan 30, 2025 8:00 AM - Registration Fee

Item Total	385.00
Shipping	0.00
Handling	0.00
Item Grand Total	385.00
Transaction Grand Total	385.00
Payment Amount	385.00
Balance due	0.00

You are receiving this communication from the Florida League of Cities or on behalf of one of its affiliated organizations, including: Florida Association of City Clerks, Florida Black Caucus of Local Elected Officials, Florida City and County Management Association, Florida Government Finance Officers Association, Florida Local Government Information Systems Association, Florida League of Mayors, Florida Municipal Attorneys Association, Florida Municipal Communicators Association, Florida Municipal Insurance Trust, and Florida Redevelopment Association.

From: SheratonSandKeyResort@marriott.com
To: [Lottier, Christine](#)
Subject: The Sheraton Sand Key
Date: Wednesday, December 4, 2024 2:48:46 PM

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

Ana Garcia

Date: 12-04-2024

100 West Dania Beach Blvd

Dania Beach, FL, 33004

Time: 02:47 PM

United States Of America

Facsimile:

Reservation Advice

Attention: Ana Garcia

Status: MOD

It is a pleasure to confirm your reservation as follows:-

Reservation Number: 2255432

Arrival Date: 01-29-2025

Guest Name(s): Ana Garcia

Arrival Flight:

Arrival Time:

Company Name:

Departure Date: 02-01-2025

Accommodation: Run of House - No View/Bedding Number of Rooms: 1

Daily Room Rate: \$229.00

Number of Guests: 1

Florida City County

Remarks

Sheraton Sand Key Resort
1160 Gulf Blvd

FL, US 33767
727-595-1611
727-593-6000

[Back to Avis Budget Group Partner Page \(https://www.carrental.com/abgPartners/sof/index.html\)](https://www.carrental.com/abgPartners/sof/index.html)



Confirmation Number: 17492654US4

The following was calculated based on the information shown that you provided to us. Changes in pick-up or return locations, car group, optional services, dates or times may change this rate. Renter must meet Avis age, driver and credit requirements. Please refer to the terms and conditions below for details. Note: Your drivers license may be subject to verification at time of rental.

[MAKE A NEW RESERVATION](#)

[CANCEL THIS RESERVATION](#)

Reservation Details

Personal Information

Modify

Name ANA GARCIA
E-mail agarcia@daniabeachfl.gov
Phone 9544348694

Reservation Information

Modify

Rate Code BL
AWD Number B163438
Age 25
Country Of Residence US

Rate Information

Full Size Car
Toyota Camry or similar >

Modify **AVIS**

Base Rate \$133.34
Taxes and Surcharges > \$0.00
Mileage Unlimited Free miles

Estimated Total \$133.34

Notes
Your rate was calculated based on the information provided. Some modifications may change this rate.

Location Information

Pick-up Drop-off

Modify

January 29, 2025 11:00 AM

Doral - FM1

1455 Nw 107th Ave

Miami International Mall

Doral, FL 33172 US

305-477-3488 (tel:305-477-3488)

Latitude: 25.78666, Longitude: -80.36465

February 2, 2025 12:00 PM

Doral - FM1

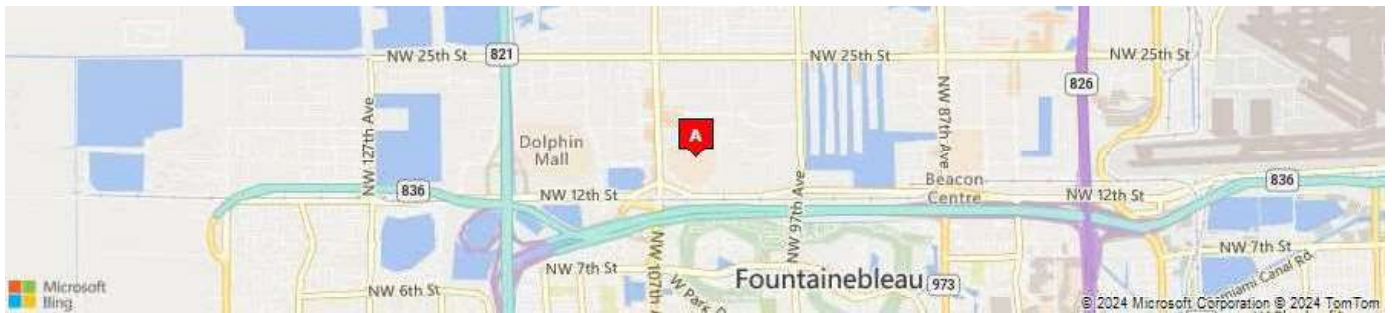
1455 Nw 107th Ave

Miami International Mall

Doral, FL 33172 US

305-477-3488 (tel:305-477-3488)

Latitude: 25.78666, Longitude: -80.36465



Terms and Conditions

Travel Into Other States

Vehicles at this location can be driven throughout the continental U.S. with no restrictions. Based on availability, one-way rentals may be allowed to some U.S. cities.

Age Requirements

A customer renting a Luxury Car, Minivan, 12-Passenger Van, Full-Size SUV, Premium SUV, Standard Elite SUV or any vehicle in the Specialty/Signature Series/Cool Car categories must be at least 25 years old. Exception: A customer with an acceptable corporate discount number can rent the above car classes at 21 years old without an underage fee. For all other car classes, a customer presenting a major charge card must be at least 21 years old. An underage surcharge of \$27.00 per day will apply for renters 21-24 years old. Exception: A customer presenting a major charge card with an acceptable corporate discount number can rent at 18 years old without an underage fee. A customer presenting an acceptable bank debit card must be at least 25 years old. (See Debit Card Policies for acceptable car groups and full details.)

Exception: A customer presenting an acceptable bank debit card with a corporate discount number can rent at 21 years old without an underage fee. A customer presenting an Avis charge card, government-issued Visa/MasterCard or government travel/purchase orders can rent any car class at age 18 without an underage fee.

e-Tolls

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

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

Description of Trip: FCCMA 2025 Winter Institute

Destination: Clearwater, Florida

Daily M&IE for FY 2025:

\$	80.00
----	-------

First Date of Travel: 1/29/2025

Last Date of Travel: 2/1/2025

	Travel			Travel
	WED	THUR	FRI	SAT
Date	29-Jan-25	30-Jan-25	31-Jan-25	1-Feb-25
Breakfast (\$16)		\$ 20.00	\$ -	
Lunch (\$17)		\$ -	\$ 22.00	
Dinner (\$31)		\$ 33.00	\$ 33.00	
Incidental (\$5)		\$ 5.00	\$ 5.00	
Total Daily total =	\$ 60.00	\$ 58.00	\$ 60.00	\$ 60.00

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

\$	60.00
----	-------

Total Per Diem Due to Traveler

\$	238.00
----	--------

Domestic Meals and Incidental Expenses (M&IE) Breakdown for Federal FY 2025					
M&IE Total	Breakfast	Lunch	Dinner	Incidental	75%
68.00	16.00	19.00	28.00	5.00	51.00
74.00	18.00	20.00	31.00	5.00	55.50
80.00	20.00	22.00	33.00	5.00	60.00
86.00	22.00	23.00	36.00	5.00	64.50
92.00	23.00	26.00	38.00	5.00	69.00



FY 2025 per diem rates for ZIP Code 33767

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Tampa / St. Petersburg	Pinellas / Hillsborough	\$80	\$20	\$22	\$33	\$5	\$60.00

From: [Melanie Howe](#)
To: [Lottier, Christine](#)
Subject: RE: Question please FW: FCCMA 2025 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)
Date: Thursday, December 5, 2024 10:14:42 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

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

Hi Christine –

Yes, we provide lunch on Thursday and a full breakfast on Friday. There is a light reception Thursday night, but it is NOT dinner. They are on their own for dinner.

Melanie

From: Lottier, Christine <clottier@daniabeachfl.gov>
Sent: Thursday, December 5, 2024 10:05 AM
To: Melanie Howe <mhowe@flcities.com>
Cc: Lottier, Christine <clottier@daniabeachfl.gov>
Subject: Question please FW: FCCMA 2025 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

Good morning Melanie,

I hope this finds you well. I have registered Manager Garcia to attend the FCCMA 2025 Winter Institute. I will need to prepare a travel authorization for her and was wondering if you are able to tell me if there are any meals included with the \$385.00 registration.

Thank you, have a great day!



Christine Lottier, Office Manager

clottier@daniabeachfl.gov | daniabeachfl.gov

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

Phone: [954.924.6800](tel:954.924.6800), x3606 | Cell: [954.260.9959](tel:954.260.9959)



R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: Lottier, Christine <clottier@daniabeachfl.gov> **On Behalf Of** Garcia, Ana M.
Sent: Thursday, November 14, 2024 4:50 PM
To: Lottier, Christine <clottier@daniabeachfl.gov>
Subject: FW: FCCMA 2025 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)



Christine Lottier, Office Manager

clottier@daniabeachfl.gov | daniabeachfl.gov

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

Phone: [954.924.6800](tel:954.924.6800), x3606 | Cell: [954.260.9959](tel:954.260.9959)



R.I.S.E. - RESPECT, INTEGRITY AND STANDARD OF EXCELLENCE

Please note: Florida has a very broad public records law. Most written communications, including emails, to or from City officials regarding City business are public records and may be subject to public disclosure.

From: memberservices@flicities.com <memberservices@flicities.com>
Sent: Thursday, November 14, 2024 10:19 AM
To: Garcia, Ana M. <agarcia@daniabeachfl.gov>
Cc: mhowe@flicities.com
Subject: FCCMA 2025 Winter Institute Registration Confirmation for Ana M. Garcia, ICMA-CM (18967)

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

FCCMA 2025 Winter Institute

Sheraton Sand Key Resort
1160 Gulf Blvd.
Clearwater, FL 33767
January 30-31, 2025

Thank you for registering for FCCMA 2025 Winter Institute. We look forward to your attendance. Please do not hesitate to contact us if you have any questions prior to the event. **This message is confirmation of your registration. If you paid by credit card, payment information will be detailed below.**

Contact Information:

Melanie G. Howe, CAE, CMP
Meetings Manager

(850) 701-3642
mhowe@flcities.com

Notes:

The 2025 FCCMA Winter Institute will be held **January 30-31, 2025** at the **Sheraton Sand Key Resort**, located at 1160 Gulf Boulevard in Clearwater.

Hotel Reservations

Reservations can be made [here](#). The room rate is **\$229.00** per night and self-parking is complimentary. The reservation cut-off date is **Tuesday, January 7, 2025**, but the hotel could sell out before that time.

Cancellation Policy

Registration cancellation requests must be sent to [Melanie Howe](#) no later than 5:00 p.m., Tuesday, **January 21**, in order to be eligible for a refund. All refunds are subject to a **\$25.00** cancellation fee and will be processed after the event. No refunds will be authorized after January 21.

*****The information below will be used to print your badge for the event. If you need to make changes, please email the individual in the "Contact Information" section above.***

Registrant Information:

Registration Date	11/14/2024
Name	Ana M. Garcia, ICMA-CM
Nickname	Ana
Title	City Manager
Affiliation	Dania Beach
E-mail	agarcia@daniabeachfl.gov

Registration Details

You are registered for the following:

FCCMA 2025 Winter Institute

Sheraton Sand Key Resort
1160 Gulf Blvd.
Clearwater, FL 33767
January 30-31, 2025

Options:

You are registered for the following:

- Registration Fee (\$385.00)

Payment Receipt

Order Number:	148856
Registration Date:	11/14/2024
Payment Method:	FCCMA AMEX *****2569
Total charges:	385.00
Total payments:	385.00

Balance due:	0.00
---------------------	------

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

© Florida League of Cities, Inc. All rights reserved.



City of Dania Beach City Clerk Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Elora Riera, MMC, City Clerk

SUBJECT: Updating the Advisory Board Residency Requirement per the Approved Charter Amendment

Request:

To approve the resolution which increases the advisory board residency requirement from six (6) months to twelve (12) months per the charter amendment which was voted in favor of during the November 5, 2024 General Election.

Background:

During the November 5, 2024 General Election, charter amendment questions were placed on the ballot. A ballot question was proposed to the residents to increase the advisory board residency requirement from six (6) months to twelve (12) months per the request of the Charter Review Board and at the conclusion of the election, the charter amendment passed. All advisory board members for any applicable advisory boards are required to be residents of the City of Dania Beach for a minimum of twelve (12) months.

Budgetary Impact

None.

Recommendation

To approve the resolution.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE ADVISORY BOARD RESIDENCY REQUIREMENT FROM SIX (6) MONTHS TO TWELVE (12) MONTHS PER THE APPROVED CHARTER AMENDMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, During the November 5, 2024 General Election, charter amendment questions were placed on the ballot; and

WHEREAS, a ballot question was proposed to the residents to increase the advisory board residency requirement from six (6) months to twelve (12) months per the request of the Charter Review Board and at the conclusion of the election, the charter amendment passed; and

WHEREAS, all advisory board members for any applicable advisory boards are required to be residents of the City of Dania Beach for a minimum of twelve (12) months.

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 they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the residency requirement will be amended in the City Charter from six (6) months to twelve (12) months.

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 effective immediately upon adoption.

PASSED AND ADOPTED on January 14, 2025.

Motion by _____, second by _____.

SPACE INTENTIONALLY LEFT BLANK

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach City Attorney Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Resolution Regarding Inclusion of an Alternate Member to the Parks & Recreation Advisory Board

Request:

To amend the Parks, Recreation and Community Relations Board to provide for an alternate to the Board to ensure there are no quorum issues.

Background:

Vice Mayor Salvino seeks to ensure that there is an alternate appointed to the Parks, recreation and Community Relations Board, who will be appointed by the City Commission (as a whole) and shall serve for two years. Having an alternate will ensure that the Board maintains a quorum.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the resolution.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATED TO ADDING AN ALTERNATE BOARD MEMBER TO THE PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks, Creation and Community Affairs Advisory Board consists of five members and the City would like to add an alternate to the board to ensure quorum;

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

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

Section 2. That the Parks, Recreation and Community Affairs Advisory Board consists of five members, with each Commissioner authorized to appoint one member. There shall be appointed one advisory board alternate member, who shall serve a term of two years, and shall be appointed by the City Commission, as a whole. Each member, including the alternate, is required to be a City resident for a minimum of ~~six (6)~~ twelve (12) months prior to appointment. The members of the Board shall serve without compensation, and each member shall serve for a term consistent with the duration of the term of the appointing Commissioner. A Quorum shall consist of a minimum of three (3) members. Failure to have quorum to hold a meeting shall be considered an unexcused absence.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

SPACE INTENTIONALLY LEFT BLANK

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Finance Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Approval of a resolution authorizing purchases of hardware, software, and professional services from Broadcast Systems, Inc, exceeding the City's annual vendor threshold of \$50,000

Request:

The Information Technology Division is requesting authorization to waive the formal bid process for the purchase of software and services from ER Tech Systems Group Inc. dba Broadcast Systems exceeding the City's annual vendor threshold of \$50,000 using GSA Contract GS07F173GA.

Background:

The City of Dania Beach currently operates two distinct access control systems: one at City Hall, installed in 2012, and another at the Marina, implemented in 2015. These systems utilize different software solutions and are not integrated or connected to the city's CCTV camera system. Both systems are outdated and based on legacy technology.

Broadcast Systems has submitted a proposal to the city to address and rectify these issues by implementing a new system based on Motorola Alta technology. This modern, cloud-based solution will integrate access control and CCTV operations into a unified management interface, streamlining the processes of auditing, reviewing, and retrieving security events.

The enhanced system proposed by Broadcast Systems, a provider currently supplying CCTV solutions to the city, promises a state-of-the-art, more secure framework. This upgrade includes the installation of new Cloud Connector NVRs and replacement cameras at the Water Plant, ensuring comprehensive coverage and increased security capabilities.

The proposal from Broadcast Systems is competitively priced under the General Services Administration (GSA) Contract GS07F173GA, assuring the most cost-effective solution for the city. Given this GSA contract leverages nationally competitive pricing, the need for additional competitive pricing proposals is hereby waived.

Budgetary Impact

The proposal costs \$427,145.62.

Funding is available in the Information Technology Division account #507-17-04-516-64-00 - M&E General

Recommendation

Approve the resolution authorizing the waiver of the formal bid process for the purchase of software and services from ER Tech Systems Group Inc. dba Broadcast Systems exceeding the City's annual vendor threshold of \$50,000 using GSA Contract GS07F173GA.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF AUDIO AND VIDEO PRODUCTION AND BROADCASTING EQUIPMENT AND PROFESSIONAL SERVICES FROM ER TECH SYSTEMS GROUP INC. (D/B/A BROADCAST SYSTEMS), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING GSA CONTRACT NO. GS07F173GA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission and 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 \$50,000.00; and

WHEREAS, the City is seeking to replace and unify its current physical access control and CCTV capabilities; and

WHEREAS, the IT Division has met with several vendors to obtain information and pricing on comprehensive access control and closed-circuit television (CCTV) systems; and

WHEREAS, the City has obtained a proposal from ER Tech Systems Group Inc. (d/b/a Broadcast Systems) for the purchase of access control and CCTV related hardware, equipment and professional services to be installed at City owned facilities and locations throughout the City; and

WHEREAS, the proposal is through a GSA Contract and was deemed by staff to be the most responsive and responsible, and provides for improved access control and CCTV capabilities; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and authorize the access control and CCTV System purchase in the amount of Four-Hundred Twenty-Seven Thousand One Hundred Forty Five and Sixty-Two Cents (\$427,145.62) utilizing GSA contract pricing.

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

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

Section 2. That the proper City officials are authorized to execute the necessary documents for the purchase of an access control and CCTV system from Broadcast Systems exceeding the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) under GSA contract no. GS07F173GA.

Section 3. That the proposal totaling Four-Hundred Twenty-Seven Thousand One Hundred Forty-Five and Sixty-Two Cents (\$427,145.62) is funded from Information Technology Fund Account No. 507-17-04-516-64-00, which proposal is made a part of and incorporated into this Resolution by this reference as Exhibit “A”.

Section 4. That the City is authorized to exceed the proposal amount for minor changes to the scope or price increases, subject to the availability of funds.

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

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on January 14, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND ER
TECH SYSTEMS GROUP, INC. TO PROVIDE CITYWIDE CAMERA AND
ACCESS CONTROL SERVICES UNDER THE GENERAL SERVICES
ADMINISTRATION SOLICITATION NO. 47QSMD20R0001.**

This is an Agreement (“Agreement”) dated _____, 2025, 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 ER Tech Systems Group, Inc. (d/b/a Broadcast Systems) (Contractor), a Florida corporation with an address of 2450 Northwest 36 Street, Suite 1A, Pompano Beach, Florida 33073, contact name Nicholas M. Ehr, email nick@broadcastsystemsinc.com.

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 contract issued under Solicitation No. 202120, between the General Services Administration (GSA) and the Contractor, a copy of which is attached as Exhibit “A”, and made a part of and is 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 entity for such purchases, then Contractor shall provide such lower rates to the City.
2. The Contractor’s pricing is attached as Exhibit B and made a part of and is incorporated into this Agreement by this reference.
3. The current Agreement between GSA and the Contractor expires August 31, 2027. Should GSA extend the underlying contract with the Contractor, the City shall also be able to use the extended contract for the duration of the extension.
4. Any reference to GSA throughout Exhibit A is replaced with the City of Dania Beach.
5. The location of the services will be throughout the City at City-owned facilities
6. Governing Law: This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City’s Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.
7. Notices: Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Nicholas M. Her, CEO
Broadcast Systems
ER Tech Systems Group, Inc.
2450 Northwest 36 Street, Suite 1A
Pompano Beach, Florida 33073

8. Any insurance policy required pursuant to Exhibit A, would name the City of Dania Beach as additional insured. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.
9. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
ER Tech Services Group, Inc.
(d/b/a Broadcast Systems)

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by Nicholas M. Ehr, as CEO of ER Tech Services Group, Inc. (d/b/a Broadcast Systems), who is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



City of Dania Beach Community Development Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: To grant support of releasing all cities subject to tri-party educational mitigation agreements, including approving the release of the 2010 School Education Mitigation Agreement between the Broward County School Board, Broward County and the City of Dania Beach.

Request:

To support releasing all cities subject to tri-party educational mitigation agreements, including the City of Dania Beach.

Background:

Background:

All new residential development supports the Public School System by paying a student impact fee for each new unit that is added, yet many Broward cities are hampered by additional, decades old, agreements that impose excessive fees on new residential development over and above the student impact fees to address school overcrowding that the School District experienced in the early 2000's.

The cities of Coconut Creek, Dania Beach, Davie, Fort Lauderdale, Lauderdale Lakes, Lauderhill, Miramar, Oakland Park, Plantation, and Pembroke Pines are subject to Tri-Party Educational Mitigation Agreements for their Activity Centers which impose a per residence unit fee above and in excess to the standard school impact fee disproportionately affecting specific neighborhoods and communities. In the City of Dania Beach only the residential units located in the Regional Activity Center (RAC) are affected.

Today student population in Broward County public schools has fallen dramatically and many schools are significantly underenrolled such that the payment of student station costs is no longer necessary. The funding collected by the School Board from these agreements was to create additional capacity for those schools impacted by the new development.

Broward County is facing a significant housing crisis, with a critical need for affordable and accessible housing options to support its diverse and growing population and the increasing cost of living wherein many families are experiencing housing instability. The collaboration among local governments, the Broward County School Board and the County is critical to effectively address the region's housing challenges to prioritize the development of critically needed residential development and in particular affordable development to ensure housing opportunities for all residents. These agreements inhibit government's ability to address a pressing need for additional housing by creating an impediment that adds an inequitable financial burden to residential development, particularly in areas already facing housing shortages.

Upon application from the City of Dania Beach, the Board of County Commissioners ("Board") approved in 2010 the County Future Land Use Map and Future Land Use Plan text amendment designating the City of Dania Beach's Regional Activity Center (RAC) within the City's boundaries ("Amendments") at a time when many public schools were over enrolled.

On April 27, 2010, via Resolution No.: 2010-054, a condition of approval of the Future Land Use Amendment require The City of Dania Beach to require developers of projects within the RAC to mitigate the additional students to be generated by the residential development through the execution of a Tri-Party Agreement with the City, County and the School Board of Broward County ("School Board") that required developers to pay an elevated student station costs, rather than the County wide school impact fees, to mitigate the impact on public schools.

Student station costs are determined by the School Board and are derived from the cost per student station as determined, published, and amended annually by the State of Florida, representing the cost estimate to construct elementary, middle school, and high schools in Florida.

The impact of new development, charter schools, school choice, and other issues has impacted the reduced school population numbers we see today. Currently the Broward School system has sufficient capacity to support development as evidenced by the recently adopted reduction in student generation rates for new residential units.

Today, there remains 1,916 residential units allocated but unconstructed in the City of Dania Beach's RAC. This school mitigation fee applies to these remaining units and would be passed on to the persons renting or buying the residential units, further increasing housing costs in Dania Beach.

The School Board is currently looking to close schools or repurpose schools due to lower enrollment and the proposed mitigation would increase the cost of affordable housing in Dania Beach if implemented today.

On August 29, 2024, the Broward County Planning Council recognizing this anomaly, unanimously voted to urge the Broward County City Commission, as a party to the Agreements, to take the appropriate action to release all cities from "these outdated Agreements, all of which were committed to between 2010 and 2020 to address significant overcrowding concerns in public schools by imposing additional fees on new residential developments; a condition which no longer exists. The release of these Agreements is critical to facilitating housing opportunities and redevelopment through Broward County and specifically along essential transportation corridors." furthering the policies of the Broward Next - Broward County Land Use Plan " to require new residential development to pay its fair share of the cost of land acquisition and construction for new public elementary and secondary school facilities... ".

On September 17, 2024, the Board of County Commission passed a resolution supporting the release of the cities of Coconut Creek, Dania Beach, Davie, Fort Lauderdale, Lauderdale Lakes, Lauderhill, Miramar, Oakland Park, Plantation, and Pembroke Pines from the Tri-Party Educational Mitigation Agreements related to the Activity Centers within their boundaries. The Board further directed the County Administrator to transmit a copy of this Resolution to each member of The School Board of Broward County.

The continuation of the fee lacks justification and is inconsistent with the legal and policy goals of the County. It will be more affordable to build affordable housing in the City without the additional charges by the School Board.

Budgetary Impact

Elimination of the Student Station Cost will help reduce the cost of developing new residential housing.

Recommendation

The Community Development Department, along with the City Attorney's Office, is recommending the City Commission support the elimination of the existing School Mitigation Agreements.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN SUPPORT OF THE BROWARD COUNTY RESOLUTION URGING THE BROWARD COUNTY SCHOOL BOARD TO RELEASE ALL CITIES SUBJECT TO TRI-PARTY EDUCATIONAL MITIGATION AGREEMENTS AND APPROVING THE RELEASE OF THE 2005 SCHOOL EDUCATION MITIGATION AGREEMENT BETWEEN THE BROWARD COUNTY SCHOOL BOARD, BROWARD COUNTY AND THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, all new residential development supports the Public School System by paying a student impact fee for each new unit that is added, yet many Broward cities are hampered by additional decades old agreements that impose excessive fees on new residential development over and above the student impact fees to address school overcrowding; and

WHEREAS, the cities of Coconut Creek, Dania Beach, Davie, Fort Lauderdale, Lauderdale Lakes, Lauderhill, Miramar, Oakland Park, Plantation, and Pembroke Pines are subject to Tri-Party Educational Mitigation Agreements for their Activity Centers which impose a per residence unit fee above and in excess to the standard school impact fee disproportionately affecting specific neighborhoods and communities; and

WHEREAS, today student population in Broward County public schools has fallen dramatically and many schools are significantly under enrolled such that the payment of student station costs is no longer necessary; and

WHEREAS, the funding collected by the School Board from these agreements was to create additional capacity for those schools impacted by the new development; and

WHEREAS, Broward County is facing a significant housing crisis, with a critical need for affordable and accessible housing options to support its diverse and growing population and the increasing cost of living wherein many families are experiencing housing instability; and

WHEREAS, the collaboration among local governments, the Broward County School Board and the County is critical to effectively address the region's housing challenges to prioritize the development of critically needed residential development and in particular affordable development to ensure housing opportunities for all residents; and

WHEREAS, these agreements inhibit government's ability to address a pressing need for additional housing by creating an impediment that adds an inequitable financial burden to residential development , particularly in areas already facing housing shortages; and

WHEREAS, upon application from the City of Oakland Park, the Board of County Commissioners ("Board") approved in 2004 the County Land Use Plan and Land Use Plan text amendment designating the Local Activity Centers within the City's boundaries ("Amendments") at a time when many public schools were over enrolled; and

WHEREAS, a condition of approval of the Amendment require each City to require developers of projects within the Activity Center to mitigate the additional students to be generated by the residential development through the execution of a Tri-Party Agreement with the City, County and The School Board of Broward County ("School Board") that required developers to pay student station costs, rather than school impact fees, to mitigate the impact on public schools; and

WHEREAS, student station costs are determined by the School Board and are derived from the cost per student station as determined, published, and amended annually by the State of Florida, representing the cost estimate to construct elementary, middle school, and high schools in Florida; and

WHEREAS, student station costs generally far exceed the school impact fees for comparable developments, as evidenced by the Sky Building Project in the City of Oakland Park, a 136-unit affordable housing mixed-use project required to pay One Million Ninety-four Thousand Two Hundred Fifty-six Dollars (\$1,094,256.00) in student station costs for six (6) students anticipated to be generated by the first large-scale development within an economically disadvantaged area categorized as low-income Qualified Census Tract, Opportunity Zone, and within the boundaries of a Community Redevelopment Agency; and

WHEREAS, absent the Tri-Party Agreement, the school impact fees that would have been due for the 136-unit project are Eighty-six Thousand Two Hundred Dollars (\$86,200); and

WHEREAS, the impact of new development on school population has receded and have sufficient capacity to support development as evidenced by the recently adopted reduction in student generation rates for new residential units; and

WHEREAS, the City of Dania Beach entered into a similar Tri-Party Agreement on April 27, 2010, Via Resolution No.: 2010-054 for the approval of the Land Use Plan Amendment PC 09-5m for the Dania Beach Regional Activity Center; and

WHEREAS, pursuant to the resolution, the 7,818 residential units proposed for the RAC area and subject to a special mitigation payment of \$3,527, per station, and continues to increase every month; and

WHEREAS, there remain 1,916 residential units allocated but unconstructed in the City of Dania Beach, and is an additional per unit cost of \$3,527, and which price increases monthly under the interlocal; per student station; and

WHEREAS, the School Board is actually looking to close schools or repurpose schools due to lower enrollment and the proposed mitigation would increase the cost of affordable housing in Dania Beach if implemented at this point; and

WHEREAS, on August 29, 2024 , the Broward County Planning Council recognizing this anomaly, unanimously voted to urge the Broward County City Commission, as a party to the Agreements , to take the appropriate action to release all cities from "these outdated Agreements, all of which were committed to between 2003 and 2006 to address significant overcrowding concerns in public schools by imposing additional fees on new residential developments; a condition which no longer exists. The release of these Agreements is critical to facilitating housing opportunities and redevelopment through Broward County and specifically along essential transportation corridors." furthering the policies of the Broward Next - Broward County Land Use Plan " to require new residential development to pay its fair share of the cost of land acquisition and construction for new public elementary and secondary school facilities... "; and

WHEREAS, on September 17, 2024, the Board of County Commission passed a resolution supporting the release of the cities of Coconut Creek, Dania Beach, Davie, Fort Lauderdale, Lauderdale Lakes, Lauderhill, Miramar, Oakland Park, Plantation, and Pembroke Pines from the Tri-Party Educational Mitigation Agreements related to the Activity Centers within their boundaries. The Board further directed the County Administrator to transmit a copy of this Resolution to each member of The School Board of Broward County; and

WHEREAS , the continuation of the fee lacks justification and is inconsistent with the legal and policy goals of the County; and

WHEREAS, it will be more affordable to build affordable housing in the City without the additional charges by the School Board; and

WHEREAS, the City Commission of the City of Dania Beach deems it to be in the best interests of the City and the County to adopt a Resolution in support of the Broward County Resolution urging the Broward County School Board to release all cities subject to the Tri-Party Educational Mitigation Agreements, and Approving the Release of the 2005 School Education Mitigation Agreement between the Broward County School Board, Broward County and the City of Dania Beach and all the other cities subject to a similar Tri-Party Agreement including Coconut Creek, Davie, Fort Lauderdale, Lauderdale Lakes, Lauderhill, Miramar, Oakland Park, Plantation, and Pembroke Pines.

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. In accepting the recommendation of the City Administration, the City Commission of the City of Dania Beach, Florida, deems it to be in the best interests of the City to approve and urge the Broward County School Board to release the City from the Tri-Party Educational Agreement between the Broward County School Board, Broward County and the City of Dania Beach, and the similarly situated cities of Coconut Creek, Dania Beach, Davie, Fort Lauderdale, Lauderdale Lakes, Lauderhill, Miramar, Oakland Park, Plantation, and Pembroke Pines.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: A resolution waiving competitive bidding and authorizing the purchase of office furniture from ODP Business Solutions (“ODP”) utilizing State of Florida term contract number 56120000-24-NY-ACS, and to exceed the City’s annual vendor threshold total amount of Two Hundred Two Thousand Three Hundred Eighty Dollars (\$202,380).

Request:

The Community Development Department requests approval of a resolution waiving competitive bidding and authorizing the purchase of office furniture from ODP Business Solutions (“ODP”) utilizing State of Florida term contract number 56120000-24-NY-ACS, and to exceed the City’s annual vendor threshold total amount of Two Hundred Two Thousand Three Hundred Eighty Dollars (\$202,380).

Background:

On April 12, 2022, the City Commission adopted Resolution No. 2021-007 awarding RFQ20-005 for renovation of the Community Development Department’s Planning Division, Building Division, and Special Permitting Office’s (SPO) offices.

The Community Development Department’s renovations consist of interior alterations for approximately six thousand six hundred fifty (6,650) square feet of the first floor of City Hall. Based on the size of the project, and to continue to allow public access, the project has been split into two (2) phases.

Phase 1 (north side) has commenced construction and is anticipated to be completed in Spring, 2025. This phase consists of three thousand, seven hundred, seventy (3,770) square feet that include five (5) private offices, twelve (12) open workstations, one (1) conference room, two (2) bathrooms, and a waiting area for public access.

Phase 2 (south side) also known as the Special Permitting Office (SPO), which will begin construction immediately following the completion of Phase 1, consists of approximately two thousand, eight hundred, eighty (2,880) square footage, and includes four (4) private offices, eleven (11) open workstations, one (1) conference room, two (2) bathrooms, one (1) break room and a waiting area for public access.

The Procurement Division, in consultation with the Community Development Director, has determined that State of Florida term contract number 56120000-24-NY-ACS is the most advantageous option for the purchase of the furniture.

The City Administration recommends that the City Commission waive formal bidding and enter into an agreement with ODP for the purchase of the office furniture under State term contract in the amount not to exceed Two Hundred Two Thousand Three Hundred Eighty Dollars (\$202,380), including delivery and installation procured separately through ODP authorized local vendor.

Budgetary Impact

Funding in the amount of Two Hundred Two Thousand Three Hundred Eighty Dollars (\$202,380.00) shall be appropriated from the Building Permit Fund Unassigned Fund Balance Account No. 107-00-00-389-90-01 and transferred to the Capital Projects Fund Building Department Renovation Account No. 301-15-02-524-63-10.

All purchases made from ODP are authorized to exceed the annual amount of Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024-2025, further, the bid waiver is extended to purchases separate form this so long as funding is available and appropriated.

Recommendation

Approve the resolution waiving competitive bidding and authorizing the purchase of office furniture from ODP utilizing the State of Florida contract number 56120000-24-NY-ACS.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FROM THE ODP BUSINESS SOLUTIONS UTILIZING STATE OF FLORIDA TERM CONTRACT NO. 56120000-24-NY-ACS AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids, if authorized to do so in advance by a resolution adopted by the City Commission, if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other governmental agencies such as the federal government, State of Florida or a Florida county or municipality; 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 Fifty Thousand Dollars (\$50,000.00) for a vendor each fiscal year; and

WHEREAS, on March 26, 2024, the City Commission adopted Resolution No. 2024-037 awarding ITB No. 2023-023 for renovation of the Community Development Department's Planning and Zoning Division and Building Division offices within City Hall, Phase I of which will be completed in Spring 2025, necessitating the purchase of office furniture; and

WHEREAS, the Procurement Division, in consultation with the Community Development Director has determined that State of Florida Term Contract No. 56120000-24-NY-ACS is the most advantageous option for the purchase of furniture; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and enter into an agreement with ODP Business Solutions ("ODP") for the purchase of the furniture under the State Term Contract in the amount of Two Hundred Two Thousand Three Hundred Eighty Dollars (\$202,380.00), including delivery and installation to be provided by a ODP authorized local vendor.

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

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

Section 2. That the City Commission authorizes the City Manager to execute the necessary documents for the purchase of the furniture from ODP under State of Florida Term Contract No. 56120000-24-NY-ACS. Delivery and installation will be provided by an ODP authorized local vendor, pursuant to the terms of the State contract.

Section 3. That funding in the amount of Two Hundred Two Thousand Three Hundred Eighty Dollars (\$202,380.00) shall be appropriated from the Building Permit Fund Unassigned Fund Balance Account No. 107-00-00-389-90-01 and transferred to the Capital Projects Fund Building Department Renovation Account No. 301-15-02-524-63-10.

Section 4. That all purchases made from ODP are hereby authorized to exceed the annual amount of Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024-2025. Furthermore, the bid waiver is extended to purchases separate from this furniture, so long as funding is available and appropriated.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

North Building

SOLD TO:

City Of Dania Beach
100 West Dania Beach Blvd

Dania Beach FL 33004

SHIP TO:

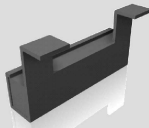
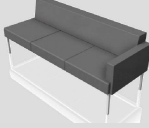
City Of Dania Beach
100 West Dania Beach Blvd

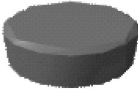
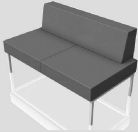
Dania Beach FL 33004

NOTES:

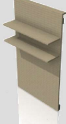
ST OF FL CONTRACT 56120000-24-NY-ACS

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
0NOTES					
1		1	*NOTES PRELIMINARY BILL OF MATERIALS: SUBJECT TO SPEC CHECK	\$0.00	\$0.00
0NOTES Subtotal					\$0.00

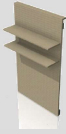
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-100 Reception					
2		2	GRB14H25 16" Dia x 25.5"h, Round Base, Centered Column, Lounge Height, Plate Base w/ 3"Dia x 25.5" Column, 1/2" Adj. Glides, Fully Assembled, Use w/ Either GRBTPxx or GSBTPxx Tops, SWAP, TABLES Base Finish {50} ~SWB SWAP Base Finish Base Finish {F2} TDW 2-Designer White TDW Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$299.60	\$599.20
3		2	GRBTP16 16.5" Dia x 1"h, TFL, Flat Edge, Round Laptop Table, Top Only, 1 Base Required, Use w/ Either GRB14H25 or GSB13H25 Base, SWAP, TABLES Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~SWT SWAP Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Edge Type {45} FE F-2mm Flat Edge (Standard) Standard Edge Finish {46} NEL M-Noce Leggero, Edge NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$85.60	\$171.20
4		3	9760 BALLARA, 6' Power Module, GLOBAL SEATING USA Frame Finish {45} TBL F-Black TBL Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$162.80	\$488.40
5		1	9753R BALLARA, 81.5"w x 29.5"d x 30"h, 3 Seat Sofa, Std 1 Right Arm, Metal Frame, GLOBAL SEATING USA Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded In Grade 05 Graded In Grade 05 Textile {FR} DURGDG07 MAYER DURANGO AEGEAN DU-024 Frame Finish {45} TDW F-Designer White TDW Stich Detail {70} SE M-(STD) Smooth Seat Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$2,462.40	\$2,462.40
6		1	9753L BALLARA, 81.5"w x 29.5"d x 30"h, 3 Seat Sofa, Std 1 left Arm, Metal Frame, GLOBAL SEATING USA Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded In Grade 05 Graded In Grade 05 Textile {FR} DURGDG07 MAYER DURANGO AEGEAN DU-024 Frame Finish {45} TDW F-Designer White TDW Stich Detail {70} SE M-(STD) Smooth Seat Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$2,462.40	\$2,462.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
7		2	SEAT-PN1920ST Seat Cushion for use with PN1920ST, Must Specify Together, PRINCETON, GLOBAL DESKING USA Cushion Textile {10 10} ~12 Grade 12 Grade 12 Textile {GR} ~GPMB Graded In Grade 12 Fabrics Graded In Grade 12 Textile - {FR} LLINYWV6 MOMENTUM LINA LUSH 09164505	\$363.20	\$726.40
8		1	9752NA BALLARA, 52"w x 31"d x 30"h, 2 Seat Sofa, Armless, Metal Frame, GLOBAL SEATING USA Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded In Grade 05 Graded In Grade 05 Textile {FR} DURGDG07 MAYER DURANGO AEGEAN DU-024 Frame Finish {45} TDW F-Designer White TDW Stich Detail {70} SE M-(STD) Smooth Seat Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$1,514.80	\$1,514.80
9		2	PN1920ST 19" Dia x 19.5"h, Round Mobile Stool w/ out Cushion, Laminate Base, Std w/ 6 Casters, Must Select Cushion Top SEAT-PN1920ST, PRINCETON Laminate Finish {20} ~PRNB Princeton Laminate Finish Laminate Finish {F1} NEL 1-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$297.60	\$595.20
N-100 Reception Subtotal					\$9,020.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-102 Conference					
10		1	ZWHP4272O 42"w x 71.9"h, Wall Mounted Panel w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~POS2 Grommet/Electrical Cut-Out Options - Center Position Wall Grommet Cut-Out Option - C AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$439.60	\$439.60
11		1	ZF2S3672 14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish ~ZWALL Zira Wall Finish Wall Finish {65} NEL M-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$430.80	\$430.80
12		2	ZEFC72 70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$202.80	\$405.60
13		2	OAM-U-PC-B Oasis Mini, Corded, Black, 15" Trough w/6 Receptacles, 1 Telecom Plate Cutout, 2 USB, See Pricebook for Cutout Code, TABLE POWER Split Cables Off Factory Order - Rec ECA M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$817.60	\$1,635.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
14		1	GRT10WTP 48"d x 120"w x 1"h, TFL, Flat Edge, Rectangular, Top Only (2 Pieces), 3 Bases Required, Use w/ Either GRB28 or GSB23 Base, SWAP, TABLES Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~SWT SWAP Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Edge Type {45} FE F-2mm Flat Edge (Standard) Standard Edge Finish {46} NEL M-Noce Leggero, Edge NEL Grommet/Power Block/Electrical C ~POS1 Power Block/Electrical Cut-Out Options - Left Position Power Block/Electrical Cut-Out Op M1 M-Oasis Cut-Out (Spec Elec. Box Separate) Grommet/Power Block/Electrical C ~POS3 Power Block/Electrical/Villa Cut-Out Options - Right Posit Power Block/Electrical Cut-Out Op M3 M-Oasis Cut-Out (Spec Elec. Box Separate) Custom Cut-Out Locations (Applica ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$811.20	\$811.20
15		3	GRB28 28" Dia x 28"h, Round Base, Seated Height, Plate Base w/ 3" Dia x 27.5"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP42,48, GRxxWTP or GBTxWTP Top, SWAP, TABLES Base Finish {50} ~SWB SWAP Base Finish Base Finish {F2} TDW 2-Designer White TDW Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$599.20	\$1,797.60
16		1	ZF2S4272 14.25"d x 42"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC ~ Grommet Not Required Wall Grommet Cut-Out Option (AC ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$495.60	\$495.60
17		9	2671-4 GLOBAL ACCORD, Medium Back, Tilter, Std Fixed Arms, Std Polished Aluminum Base, Std 2" Dual Wheel Carpet Casters , GLOBAL SEATING USA Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded In Grade 05 Graded In Grade 05 Textile {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Frame Finish {20} AL F-(STD) Aluminum Frame ALU Caster Type or Glide Type {60} C9R C-Black, 2.5" Dual-Wheel Urethane Caster Seat Foam Type {80} SF M-Regular Foam Packing Type {75} ST M-(STD) RTA Code in Pricebook per Model Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$662.80	\$5,965.20

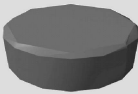
N-102 Conference Subtotal \$11,980.80

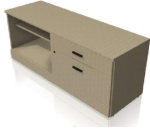
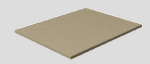
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-103 Plan Review Area					
18		1	COV-SM-1U-B-108 Cove Mini, Black, 1 Power, 2 USB, 108" Power Cord, TABLE POWER Split Cables Off Factory Order - Rec ECA Commercial GSA Offering ~NGSA	\$160.80	\$160.80
			M-Split Cables Off Factory Order - Required (Order Entry) Non-GSA (Commercial Furniture Offering)		
19		1	ZWHP42720 42"w x 71.9"h, Wall Mounted Panel w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~POS2 Grommet/Electrical Cut-Out Options - Center Position Wall Grommet Cut-Out Option - C AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$439.60	\$439.60
20		2	ZF2S4272 14.25"d x 42"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$495.60	\$991.20
21		2	ZEFC72 70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$202.80	\$405.60
22		1	GRHB22H28 22" Dia x 28"h, Round Huddle Base, Seated Height, Plate Base w/ 3"Dia x 28"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP24,30,36, GRNxxTP, GRxxTP, SWAP, TABLES Base Finish {50} ~SWB SWAP Base Finish Base Finish {F2} TDW 2-Designer White TDW Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$419.20	\$419.20

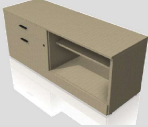
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
23		1	GRH427229 (SP) 42"d x 70"w SPECIAL x 29"h, Rectangular Huddle Table, Top Only, 1 Base Required, Includes 14.5"H x 9.5"W Hinged Door w/ Touch Latch for Access to Support Cavity, Use w/ Either GRHB22H28 or GSHB19H28 Base, SWAP, TABLES Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~SWT SWAP Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Chassis Finish {50} SCHASS Swap Laminate Chassis Finish Laminate Chassis Finish {F2} NEL 2-Noce Leggero NEL Grommet/Power Block/Electrical C ~POS1 Power Block/Electrical Cut-Out Options - Left Position Power Block/Electrical Cut-Out Op AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Acce Grommet/Power Block/Electrical C ~ Grommet/Power Block/Electrical Not Required - Center P Custom Cut-Out Locations (Applica ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$708.00	\$708.00
24		2	8022 DRIFT, Side Chair, Fully Upholstered, 5 Star Base and Casters, GLOBAL SEATING USA Back Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Seat Textile {10 10} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile - {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Caster Type {60} C114R C-Hard Floor, Dual Wheel Casters Sealed Seam Back {01} NBS M-(STD) No Sealed Seams on Back Sealed Seam Seat {02} NSS M-(STD) No Sealed Seams on Seat Moisture Barrier {70} NMB M-(STD) Moisture Barrier Not Required Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$963.20	\$1,926.40
N-103 Plan Review Area Subtotal					\$5,050.80
N-104 Clerical Room					
25		2	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 Grade 09 Grade 09 Textile {GR} ~GPM9 Graded in Grade 09 Graded In Grade 09 Textile - {FR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG F-Fog FOG Arm Type {45} 4D A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B-Nylon Base FOG Caster Type {60} C82R C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL M-Adjustable Lumbar Moisture Barrier {70} NB M-No Moisture Barrier Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$562.40	\$1,124.80
N-104 Clerical Room Subtotal					\$1,124.80

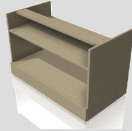
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-107 Work Space					
26		2	19MCP23BFNC 23"h x 22 5/8"d x 15 1/16"w, Mobile Box/File w/ 60mm Castors (Accepts 1900P Series Cushions Only), 1900P SERIES, UNIVERSAL FILING Metal File Case & Storage Front Paint Finish {20} LAFI Global Standard Paint Finishes {20} LAFI Global Standard Colors {F1} DWT Lock Option {40} WSTD Commercial or GSA Offering ~STD	\$273.60	\$547.20
27		2	EVLEPDS4263NC 42"h x 63"w, Laminate Gallery Panel Double Sided End, Both Ends are Finished & Does not Connect, Starts & Ends a Run, Connecting "U" Channel not Included Thermally Fused Laminates {20} NEL PVC Trim Finishes {45} NEL Commercial or GSA Offering STD	\$324.36	\$648.72
28		2	EVPERA42 42"h, End of Run Post, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (U DWT Commercial or GSA Offering STD	\$36.72	\$73.44
29		6	EVPERCH42 42"h, "U" Channel Connector w/Pass Thru for Power at Base, Attaches to Laminate Gallery End or Middle Panel, 1 Required at End and 2 Required in Middle Paint Finish {20} STD Standard Paint Options {*I} STDP Inline Connectors (Use w/ Matching Horizontal Reveal) DWT Commercial or GSA Offering STD	\$61.92	\$371.52
30		8	EVPH2S4236 42"h x 36"w, Laminate Panel, Double Sided 30-Panel Top Cap Removal Option STR Frame Finish {20} STD Standard Paint Options {*I} STDP Panels w/ Matching Horizontal Reveal DWT Top Cap Paint Finish {80} DWT Laminate - Outside Position 1 {02} HP High Pressure Laminates {59} NEL Laminate - Outside Position 2 {04} HP High Pressure Laminates {58} NEL Laminate - Inside Position 1 {01} HP High Pressure Laminates {54} NEL Laminate - Inside Position 2 {03} HP High Pressure Laminates {53} NEL Commercial or GSA Offering STD	\$334.44	\$2,675.52

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
31		4	EVPIK42 42"h, Inline Panel Connector, Includes Post & Hardware, No Trim Paint Finish {20} STD Standard Paint Options Standard Paint Options {*1} STDP Inline Connectors (Use w/ Matching Horizontal Reveal) Inline Connectors (Use w/ Matching DWT Designer White Inline (Use w/ Matching Horizontal Reveal) Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$30.96	\$123.84
32		8	EVPMP30GIW 12"h x 30"w, Square Privacy Glass, Integrated Channel Extrusion for Use with 1" Laminate End Panels & Gallery Panels Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} DWT Designer White Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$131.04	\$1,048.32
33		4	EVPMP72GIPU 12"h x 72"w, Square Privacy Glass, Integrated Channel Extrusion for Use w/U Channel and Gallery Panel on One Side Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} DWT Designer White Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$230.04	\$920.16
34		8	EVE8RDAWHT A, Dedicated Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$118.08
35		6	1930P-3F12 19.25"d x 30"w x 39.52"h, 3 Fixed Drawers, CW Std, 1900P SERIES, UNIVERSAL FILING Metal File Case & Storage Front Paint STD Metal File Case & Storage Front Paint Finishes (Global Standard Colors) Global Standard Paint Finishes {20} LAFC Global Standard Colors Global Standard Colors {F1} DWT 1-Designer White DWT Lock Option {40} W407 C-Keyed For Lock #W407 Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$455.60	\$2,733.60
36		8	FT52LF30 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} DWT 1-White, Leg Finish DWT Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} D P-Digital Readout Handset Split Cables Off Factory Order - Required LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$582.80	\$4,662.40

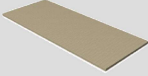
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
37		8	FTWR2970 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Edge Finish ~FREE Prefit Laminate Edge Finish Laminate Edge Finish {45} NEL M-Noce Leggero NEL Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - Center AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Acce Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$271.20	\$2,169.60
38		8	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$371.20
39		1	PN1920ST 19" Dia x 19.5"h, Round Mobile Stool w/ out Cushion, Laminate Base, Std w/ 6 Casters, Must Select Cushion Top SEAT-PN1920ST, PRINCETON Laminate Finish {20} ~PRNB Princeton Laminate Finish Laminate Finish {F1} NEL 1-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$297.60	\$297.60
40		8	PS3525057 5.5"w x 3.2"d x 3"h, Ashely DUO, Power Adapter, White w/Silver Trim, Includes 2 15 Amp 120 Receptacles and A USB Port and USB C Port, Sits Above the Surface, Std w/ 3-Prong Plug, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$200.00	\$1,600.00
41		2	EVLEPDC4263NC 42"h x 63"w, Laminate Gallery Panel Double Sided Middle, w/Base Electrical Cutout, Attaches Inbetween 2 Panels, Both Ends are Finished & Does not Connect, Connecting "U" Channel not Included Thermally Fused Laminates {20} NEL Noce Leggero PVC Trim Finishes {45} NEL Noce Leggero Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$324.36	\$648.72
42		1	SEAT-PN1920ST Seat Cushion for use with PN1920ST, Must Specify Together, PRINCETON, GLOBAL DESKING USA Cushion Textile {10 10} ~12 Grade 12 Grade 12 Textile {GR} ~GPMB Graded In Grade 12 Fabrics Graded In Grade 12 Textile - {FR} LLINYWV6 MOMENTUM LINA LUSH 09164505	\$363.20	\$363.20

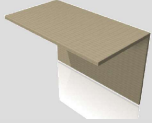
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
43		3	Z2060HBFR 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$2,029.20
44		1	ZUFT3830 38.6"d x 30.12"w, Laminate Back to Back File/Storage Top, No Drill Holes, Used on Metal Files and Storage, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Custom Grommet/ Electrical/ Villa ~ Grommet/Electrical/Villa Not Required - Custom Gromm Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$146.80	\$146.80
45		1	ZUFT3890 38.6"d x 90.12"w, Laminate Back to Back File/Storage Top, No Drill Holes, Used on Metal Files and Storage, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Custom Grommet/ Electrical/ Villa ~ Grommet/Electrical/Villa Not Required - Custom Gromm Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$380.00	\$380.00
46		8	EVE8RD2WHT #2 Utility Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$118.08
47		8	EVE8RD1WHT #1 Utility Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$118.08
48		8	EVE8PD36 36", Power Distribution Housing Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$83.16	\$665.28

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
49		8	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 Grade 09 Grade 09 Textile {GR} ~GPM9 Graded in Grade 09 Graded In Grade 09 Textile - {FR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG F-Fog FOG Arm Type {45} 4D A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B-Nylon Base FOG Caster Type {60} C82R C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL M-Adjustable Lumbar Moisture Barrier {70} NB M-No Moisture Barrier Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$562.40	\$4,499.20
50		2	EVE8FR1 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$132.12	\$264.24
51		6	EVE8CP18 18" - Flexible Mesh Jumper Cable, Used to Connect 2 Power Distribution Housings Separated by Post Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$56.16	\$336.96
52		3	Z2060HBFL 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$2,029.20
53		6	EVE8RDBWHT B, Dedicated Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$88.56
N-107 Work Space Subtotal					\$30,048.72

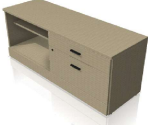
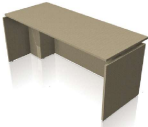
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-108 Desks					
54		1	Z36M2HSHNS 20"d x 36"w x 22.75"h, Storage Shell, 1.5 High Open Storage w/1 Shelf, No Top and Back, Used with 1.5 High 23.25"h Top and Back Kit, ZIRA Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$288.80	\$288.80
55		2	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 Grade 09 Grade 09 Textile {GR} ~GPM9 Graded in Grade 09 Graded In Grade 09 Textile - {FR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG F-Fog FOG Arm Type {45} 4D A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B-Nylon Base FOG Caster Type {60} C82R C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL M-Adjustable Lumbar Moisture Barrier {70} NB M-No Moisture Barrier Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$562.40	\$1,124.80
56		1	Z2060HBFR 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$676.40
57		1	Z2060HBFL 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$676.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
58		2	FT52LF30 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/ w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} DWT 1-White, Leg Finish DWT Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} D P-Digital Readout Handset Split Cables Off Factory Order - Rec LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$582.80	\$1,165.60
59		1	PN3660DM 36"d x 60"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~PRNB Princeton Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Open Frame Leg Finish ~POF Princeton Open Frame Leg Finish Open Frame Leg Finish {65} TDW F-Designer White Finish, Open Frame TDW Grommet Cut-Out Options - Left P ~ Grommet Cut-Out Not Required - Left Position Grommet Cut-Out Options - (STD) RSG M-Removal of Grommet & Cover - Center Position Grommet Cut-Out Options - Right ~ Grommet Cut-Out Not Required - Right Position Custom Grommet Location (Applic ~ Grommet Not Required - Custom Grommet Location Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$590.00	\$590.00
60		1	EVPERA42 42"h, End of Run Post, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$36.72	\$36.72
61		1	EVPERA42NR 42"h, End of Run Post, No Raceway Panel, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$38.88	\$38.88
62		1	EVPERA42NR 42"h, End of Run Post, No Raceway Panel, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$38.88	\$38.88

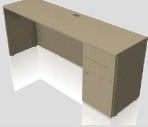
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
63		2	EVPH2S4236NR 42"h x 36"w, Segmented Laminate Panel, No Raceway, Double Sided 30-Panel Top Cap Removal Option STR (STD) Panel Top Cap Frame Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Panels w/ Matching Horizontal Reveal Panels w/ Matching Horizontal Rev DWT Designer White w/ Designer White Horizontal Reveal Top Cap Paint Finish {80} DWT Designer White Laminate - Outside Position 1 {02} HP Laminate - Outside Position 1 High Pressure Laminates {59} NEL Noce Leggero Laminate - Outside Position 2 {04} HP Laminate - Outside Position 2 High Pressure Laminates {58} NEL Noce Leggero Laminate - Inside Position 1 {01} HP Laminate - Inside Position 1 High Pressure Laminates {54} NEL Noce Leggero Laminate - Inside Position 2 {03} HP Laminate - Inside Position 2 High Pressure Laminates {53} NEL Noce Leggero Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$361.44	\$722.88
64		1	EVPIC42NR 42"h, Inline Panel Connector, No Raceway Panel, Includes Post & Hardware, No Trim Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Inline Connectors (Use w/ Matching Horizontal Reveal) Inline Connectors (Use w/ Matchin DWT Designer White Inline (Use w/ Matching Horizontal Reve Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$32.40	\$32.40
65		1	EVPMMP72GIP 12"h x 72"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass, Not Available Single or Double Notched for Stepdown Applications Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} DWT Designer White Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$222.12	\$222.12
66		2	FTWR2970 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} NEL M-Noce Leggero NEL Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - Center AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$271.20	\$542.40
67		2	PS3525057 5.5"w x 3.2"d x 3"h, Ashely DUO, Power Adapter, White w/Silver Trim, Includes 2 15 Amp 120 Receptacles and A USB Port and USB C Port, Sits Above the Surface, Std w/ 3-Prong Plug, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$200.00	\$400.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
68		1	Z2036HTB 20"d x 36"w x 23.25"h, 1.5 High Storage Shell Top and Back Kit, Used with 22.75"h Storage Shells, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$132.40	\$132.40
69		2	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$92.80
N-108 Desks Subtotal					\$6,781.48

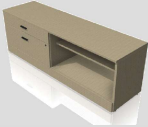
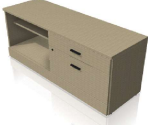
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-109 Office					
70		1	6461 LURAY, High Back, Tilter (-4), Standard Fixed Arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA Textile {10 04} ~10 Grade 10 Grade 10 Textile {GR} ~PCTT Prescott (Global) Prescott Leather (CTL Genuine Lea PC02 1-Zinc Stitch Detail {90} XA M-Graphite Nylon Tread Top Stitching Arm and Armcap Finish {45} A-EI M-Aluminum Arm w/ Noce Leggero Armcap NEM Mechanism Type {20} -4 P-(STD) Tilter Mechanism (-4) Base Finish {50} A7 F-Aluminum Base ALU Seat Foam Type {80} SF M-Regular Foam Caster Type {60} C9R C-Black, 2.5" Dual-Wheel Urethane Caster Packaging Type {75} SU M-Set Up In Carton Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$1,124.40	\$1,124.40
71		2	8030 DRIFT, Side Chair, Fully Upholstered w/ 4 Legged Wood Fixed Base, GLOBAL SEATING USA Back Textile {10 04} ~12 Grade 12 Grade 12 Textile {GR} ~GPMB Graded in Grade 12 Graded In Grade 12 Textile {FR} LLINYWV6 MOMENTUM LINA LUSH 09164505 Seat Textile {10 10} ~12 Grade 12 Grade 12 Textile {GR} ~GPMB Graded in Grade 12 Graded In Grade 12 Textile - {FR} LLINYWV6 MOMENTUM LINA LUSH 09164505 Base Finish ~DL Drift Wood Leg Finish Base Finish {50} NEM F-Noce Leggero, Wood Leg Finish NEM Glide Type {65} NM M-(STD) White, Non-Marking Glide Sealed Seam Back {01} NBS M-(STD) No Sealed Seams on Back Sealed Seam Seat {02} NSS M-(STD) No Sealed Seams on Seat Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$1,163.60	\$2,327.20
72		1	S7876 CITI SQUARE, Fabric or Leather, 31"d x 51.75"w x 30"h, 2 Seat Sofa, Std 2 Arms, Std with Square Metal Legs, GLOBAL SEATING USA Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded In Grade 05 Graded In Grade 05 Textile {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Leg Finish {50} CHM F-Chrome CHM Seat Foam Type {20} RF M-Regular Foam Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$1,117.20	\$1,117.20

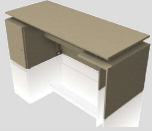
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
73		1	Z2060HBFR 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-409 C-Keyed for Lock #409 Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$676.40
74		1	8042SQ2216C DRIFT, 22"w x 16"h, Square Table, Laminate Surface, Flat Edge, Chrome Base, GLOBAL SEATING USA Surface Type {19} TFL S-Thermally Fused Laminate Top Finish {20} ~DRFT Drift Table Top Laminate Finish Options Top Finish {F1} NEL 1-Noce Leggero, Table Top NEL Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$423.20	\$423.20
75		1	ZH3072NP 30"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Wire Management Finish {91} SI M-Silver SIL Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Center Position Grommet/Electrical Cut-Out Optio ~POS3 Grommet/Electrical Cut-Out Options - Right Position Grommet/Electrical Cut-Out Optio AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Acce Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$947.60	\$947.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
76		1	ZF2S3666O 14.25"d x 36"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish ~ZWALL Zira Wall Finish Wall Finish {65} NEL M-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$413.20	\$413.20
77		1	ZF2S3066O 14.25"d x 30"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$359.60	\$359.60
78		1	ZF1S3066O 16"d x 30"w x 65.5"h, Wall Mounted Panel w/1 Shelf, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$345.60	\$345.60
79		2	ZEFC66 64"h, End Cap Filler, Non-Handed, Used w/65.5"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$188.00	\$376.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
80		1	Z2072CS4R 20"d x 72"w x 29.5"h, Full to Floor Single Pedestal Credenza with B/B/F on the Right, Locks, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~ Handle Option Handle Type {80} HR M-Bar Handle - Black Lock Finish {89} BK M-Black Lock BLK Keys {40} K-409 C-Keyed for Lock #409 Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Optio ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Right Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$618.40	\$618.40
81		1	FTZ52LFNL 24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA HA Leg Finish {20} ~FLB Zira HA Leg Finish HA Leg Finish {F1} TUN 1-Tungsten, Leg Finish TUN HA Base Width Options Long Fram ~3072SH 30"d x 72"w for Desk Shell No Pedestal (Match Desk Width) HA Base Width Type M M-72" + 84"w Base Width (Match Desk Width) HA Handset Type ~ZH Freefit Handset Type HA Handset Type {85} D P-Digital Readout Handset Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$478.80	\$478.80
82		1	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$46.40
N-109 Office Subtotal					\$9,254.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-110 Director's Office					
83		2	ZF2S3066O 14.25"d x 30"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$359.60	\$719.20
84		1	ZWHP3666O 36"w x 65.5"h, Wall Mounted Panel w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$326.40	\$326.40
85		1	Z36S41T 16"d x 36"w x 41.85"h, Table Top Bookcases w/Doors & 2 Shelves, Reaches 65.5"h when placed on 1.5H 23.75"h Storage, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Glazed Door Type {85} ~ Laminate Doors (STD) Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-410 C-Keyed for Lock #410 Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$450.40	\$450.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
86		1	Z2072HBFL 20"d x 72"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-410 C-Keyed for Lock #410 Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$767.60	\$767.60
87		1	Z2060HBFR 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-410 C-Keyed for Lock #410 Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$676.40
88		1	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$46.40
89		1	ZF2S3666O 14.25"d x 36"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish ~ZWALL Zira Wall Finish Wall Finish {65} NEL M-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC ~ Grommet Not Required Wall Grommet Cut-Out Option (AC ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$413.20	\$413.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
90		1	ZH3072F3S 30"d x 72"w x 29.5"h-49"h, Single Pedestal Height Adjustable Desk, B/F/ F on Left, Top Inset 1" on Right & User Side, Height Adjustable Frame Sold Separately, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Modesty Panel Type {85} ~ Laminate Full to Floor Modesty (STD) Wire Management Finish {91} SI M-Silver SIL Handle Type ~ Handle Option Handle Type {80} HR M-Bar Handle - Black Keys {40} K-410 C-Keyed for Lock #410 Grommet/Electrical Cut-Out Optio ~POS1 Grommet/Electrical Cut-Out Options - Left Position Grommet/Electrical Cut-Out Optio AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Center Position Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Right Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$1,436.40	\$1,436.40
91		2	ZEFC66 64"h, End Cap Filler, Non-Handed, Used w/65.5"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$188.00	\$376.00
92		1	8041R3016C DRIFT, 30"w x 16"h, Round Table, Laminate Surface , Flat Edge, Chrome Base, GLOBAL SEATING USA Surface Type {19} TFL S-Thermally Fused Laminate Top Finish {20} ~DRFT Drift Table Top Laminate Finish Options Top Finish {F1} NEL 1-Noce Leggero, Table Top NEL Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$435.20	\$435.20
93		1	FTZ52SFNL 24"d, 2 Stage Column, Use w/ Straight 60" thru 72" Wide Zira HA Pedestal Desk or 60" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA HA Leg Finish {20} ~FLB Zira HA Leg Finish HA Leg Finish {F1} TUN 1-Tungsten, Leg Finish TUN HA Base Width Options Short Fram ~3072SD 30"d x 72"w for Single Ped Desk (Match Desk Width) HA Base Width Type M M-72" + 84"w Base Width (Match Desk Width) HA Handset Type ~ZH Freefit Handset Type HA Handset Type {85} D P-Digital Readout Handset Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$478.80	\$478.80

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
94		1	6461 LURAY, High Back, Tilter (-4), Standard Fixed Arms, Std Molded Black Base, Std 2" Dual Wheel Carpet Casters, GLOBAL SEATING USA Textile {10 04} ~10 Grade 10 Grade 10 Textile {GR} ~PCTT Prescott (Global) Prescott Leather (CTL Genuine Lea PC02 1-Zinc Stitch Detail {90} XA M-Graphite Nylon Tread Top Stitching Arm and Armcap Finish {45} A-EI M-Aluminum Arm w/ Noce Leggero Armcap NEM Mechanism Type {20} -4 P-(STD) Tilter Mechanism (-4) Base Finish {50} A7 F-Aluminum Base ALU Seat Foam Type {80} SF M-Regular Foam Caster Type {60} C9R C-Black, 2.5" Dual-Wheel Urethane Caster Packaging Type {75} SU M-Set Up In Carton Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$1,124.40	\$1,124.40
95		2	8027 DRIFT, Mid Back, Lounge Chair, Fully Upholstered w/ 4 Legged Wood Base, GLOBAL SEATING USA Back Textile {10 04} ~12 Grade 12 Grade 12 Textile {GR} ~GPMB Graded in Grade 12 Graded In Grade 12 Textile {FR} TTROYT4N STINSON TRIO TRANQUIL 65282 Seat Textile {10 10} ~12 Grade 12 Grade 12 Textile {GR} ~GPMB Graded in Grade 12 Graded In Grade 12 Textile - {FR} TTROYT4N STINSON TRIO TRANQUIL 65282 Seat Height {44} S17 M-(STD) 17in Seat Height Base Finish ~DL Drift Wood Leg Finish Base Finish {50} NEM F-Noce Leggero, Wood Leg Finish NEM Glide Type {65} NM M-(STD) White, Non-Marking Glide Sealed Seam Back {01} NBS M-(STD) No Sealed Seams on Back Sealed Seam Seat {02} NSS M-(STD) No Sealed Seams on Seat Moisture Barrier {70} NMB M-(STD) Moisture Barrier Not Required Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$2,148.40	\$4,296.80
96		1	S7877 CITI SQUARE, Fabric or Leather, 31"d x 73.125"w x 30"h, 3 Seat Sofa, Std 2 Arms, Std with Square Metal Legs, GLOBAL SEATING USA Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded In Grade 05 Graded In Grade 05 Textile {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Leg Finish {50} CHM F-Chrome CHM Seat Foam Type {20} RF M-Regular Foam Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$1,422.40	\$1,422.40
N-110 Director's Office Subtotal					\$12,969.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
------	-------	-----	---------	-----------	----------

N-111 Office

97		1	Z2072CS4R	\$618.40	\$618.40
----	---	---	------------------	----------	----------

20"d x 72"w x 29.5"h, Full to Floor Single Pedestal Credenza with B/B/F on the Right, Locks, ZIRA

Laminate Top Type {30}	~	(STD) Thermally Fused Laminate, High Performance (1" T
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	NEL	1-Noce Leggero NEL
Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge
Chassis Finish {50}	~ZBSE	Zira Chassis Finish
Chassis Finish - {F2}	NEL	2-Noce Leggero NEL
Handle Type	~	Handle Option
Handle Type {80}	HR	M-Bar Handle - Black
Lock Finish {89}	BK	M-Black Lock BLK
Keys {40}	K-411	C-Keyed for Lock #411
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Left Position
Grommet/Electrical Cut-Out Optio	~	Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C
Grommet/Electrical Cut-Out Optio	~	Grommet/Electrical Not Required - Right Position
Custom Grommet Location (Applic	~	Grommet/Electrical Not Required - Custom Grommet Loc
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

98		1	Z2060HBFR	\$676.40	\$676.40
----	---	---	------------------	----------	----------

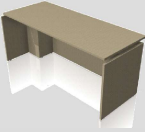
20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA

Laminate Top Type {30}	~	(STD) Thermally Fused Laminate, High Performance (1" T
Top Finish {20}	~ZTOP	Zira Top Finish
Top Finish {F1}	NEL	1-Noce Leggero NEL
Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge
Storage Base Finish {50}	~ZBSE	Zira Storage Base Finish
Storage Base Finish - {F2}	NEL	2-Noce Leggero NEL
Handle Type	~HAN	Handle Option (Required)
Handle Option (Required) - {80}	HR	P-Bar Handle - Black
Keys {40}	K-411	C-Keyed for Lock #411
Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)

99		1	PEWM3.5	\$46.40	\$46.40
----	---	---	----------------	---------	---------

Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS

Commercial GSA Offering	~NGSA	Non-GSA (Commercial Furniture Offering)
-------------------------	-------	---

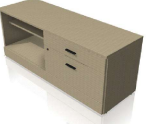
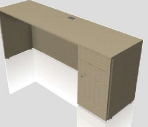
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
100		1	ZF1S30660 16"d x 30"w x 65.5"h, Wall Mounted Panel w/1 Shelf, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$345.60	\$345.60
101		1	ZF2S36660 14.25"d x 36"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish ~ZWALL Zira Wall Finish Wall Finish {65} NEL M-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$413.20	\$413.20
102		1	ZH3072NP 30"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Wire Management Finish {91} SI M-Silver SIL Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Center Position Grommet/Electrical Cut-Out Optio ~POS3 Grommet/Electrical Cut-Out Options - Right Position Grommet/Electrical Cut-Out Optio AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Acce Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$947.60	\$947.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
103		1	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 Grade 09 Grade 09 Textile {GR} ~GPM9 Graded in Grade 09 Graded In Grade 09 Textile - {FR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG F-Fog FOG Arm Type {45} 4D A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B-Nylon Base FOG Caster Type {60} C82R C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL M-Adjustable Lumbar Moisture Barrier {70} NB M-No Moisture Barrier Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$562.40	\$562.40
104		1	FTZ52LFNL 24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA HA Leg Finish {20} ~FLB Zira HA Leg Finish HA Leg Finish {F1} TUN 1-Tungsten, Leg Finish TUN HA Base Width Options Long Fram ~3072SH 30"d x 72"w for Desk Shell No Pedestal (Match Desk Width) HA Base Width Type M M-72" + 84"w Base Width (Match Desk Width) HA Handset Type ~ZH Freefit Handset Type HA Handset Type {85} D P-Digital Readout Handset Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$478.80	\$478.80
105		2	8030 DRIFT, Side Chair, Fully Upholstered w/ 4 Legged Wood Fixed Base, GLOBAL SEATING USA Back Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Seat Textile {10 10} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile - {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Base Finish ~DL Drift Wood Leg Finish Base Finish {50} NEM F-Noce Leggero, Wood Leg Finish NEM Glide Type {65} NM M-(STD) White, Non-Marking Glide Sealed Seam Back {01} NBS M-(STD) No Sealed Seams on Back Sealed Seam Seat {02} NSS M-(STD) No Sealed Seams on Seat Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$766.00	\$1,532.00
106		2	ZEFC66 64"h, End Cap Filler, Non-Handed, Used w/65.5"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$188.00	\$376.00

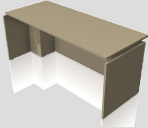
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
107		1	ZF2S30660 14.25"d x 30"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC ~ Grommet Not Required Wall Grommet Cut-Out Option (AC ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$359.60	\$359.60
N-111 Office Subtotal					\$6,356.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
------	-------	-----	---------	-----------	----------

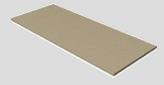
N-112 Office

108		1	FTZ52LFNL 24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA HA Leg Finish {20} ~FLB Zira HA Leg Finish HA Leg Finish {F1} TUN 1-Tungsten, Leg Finish TUN HA Base Width Options Long Fram ~3072SH 30"d x 72"w for Desk Shell No Pedestal (Match Desk Width) HA Base Width Type M M-72" + 84"w Base Width (Match Desk Width) HA Handset Type ~ZH Freefit Handset Type HA Handset Type {85} D P-Digital Readout Handset Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$478.80	\$478.80
109		1	Z2060HBFR 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" Thick) Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-412 C-Keyed for Lock #412 Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$676.40
110		1	Z2072CS4R 20"d x 72"w x 29.5"h, Full to Floor Single Pedestal Credenza with B/B/F on the Right, Locks, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" Thick) Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~ Handle Option Handle Type {80} HR M-Bar Handle - Black Lock Finish {89} BK M-Black Lock BLK Keys {40} K-412 C-Keyed for Lock #412 Grommet/Electrical Cut-Out Option ~ Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Option ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) Center Grommet/Electrical Cut-Out Option ~ Grommet/Electrical Not Required - Right Position Custom Grommet Location (Applicable) ~ Grommet/Electrical Not Required - Custom Grommet Location Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$618.40	\$618.40
111		2	ZEFC66 64"h, End Cap Filler, Non-Handed, Used w/65.5"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$188.00	\$376.00

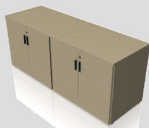
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
112		1	ZF1S3066O 16"d x 30"w x 65.5"h, Wall Mounted Panel w/1 Shelf, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$345.60	\$345.60
113		1	ZF2S3066O 14.25"d x 30"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$359.60	\$359.60
114		1	ZF2S3666O 14.25"d x 36"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish ~ZWALL Zira Wall Finish Wall Finish {65} NEL M-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$413.20	\$413.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
115		1	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 Grade 09 Grade 09 Textile {GR} ~GPM9 Graded in Grade 09 Graded In Grade 09 Textile - {FR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG F-Fog FOG Arm Type {45} 4D A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B-Nylon Base FOG Caster Type {60} C82R C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL M-Adjustable Lumbar Moisture Barrier {70} NB M-No Moisture Barrier Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$562.40	\$562.40
116		2	8030 DRIFT, Side Chair, Fully Upholstered w/ 4 Legged Wood Fixed Base, GLOBAL SEATING USA Back Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Seat Textile {10 10} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile - {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Base Finish ~DL Drift Wood Leg Finish Base Finish {50} NEM F-Noce Leggero, Wood Leg Finish NEM Glide Type {65} NM M-(STD) White, Non-Marking Glide Sealed Seam Back {01} NBS M-(STD) No Sealed Seams on Back Sealed Seam Seat {02} NSS M-(STD) No Sealed Seams on Seat Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$766.00	\$1,532.00
117		1	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$46.40
118		1	ZH3072NP 30"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Wire Management Finish {91} SI M-Silver SIL Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Center Position Grommet/Electrical Cut-Out Optio ~POS3 Grommet/Electrical Cut-Out Options - Right Position Grommet/Electrical Cut-Out Optio AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Acce Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$947.60	\$947.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
				N-112 Office Subtotal	\$6,356.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
N-113 Office					
119		1	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 Grade 09 Grade 09 Textile {GR} ~GPM9 Graded in Grade 09 Graded In Grade 09 Textile - {FR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG F-Fog FOG Arm Type {45} 4D A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B-Nylon Base FOG Caster Type {60} C82R C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL M-Adjustable Lumbar Moisture Barrier {70} NB M-No Moisture Barrier Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$562.40	\$562.40
120		1	ZF1S3666O 16"d x 36"w x 65.5"h, Wall Mounted Panel w/1 Shelf, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$402.00	\$402.00
121		1	PS3525057 5.5"w x 3.2"d x 3"h, Ashely DUO, Power Adapter, White w/Silver Trim, Includes 2 15 Amp 120 Receptacles and A USB Port and USB C Port, Sits Above the Surface, Std w/ 3-Prong Plug, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$200.00	\$200.00
122		1	FTWR2970 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} NEL M-Noce Leggero NEL Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - Center AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$271.20	\$271.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
123		1	ZF2S36660 14.25"d x 36"w x 65.5"h, Wall Mounted Panel w/2 Shelves, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish ~ZWALL Zira Wall Finish Wall Finish {65} NEL M-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$413.20	\$413.20
124		1	8030 DRIFT, Side Chair, Fully Upholstered w/ 4 Legged Wood Fixed Base, GLOBAL SEATING USA Back Textile {10 04} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Seat Textile {10 10} ~05 Grade 05 Grade 05 Textile {GR} ~GPM5 Graded in Grade 05 Graded In Grade 05 Textile - {FR} DURGDG05 MAYER DURANGO CYAN DU-014 Base Finish ~DL Drift Wood Leg Finish Base Finish {50} NEM F-Noce Leggero, Wood Leg Finish NEM Glide Type {65} NM M-(STD) White, Non-Marking Glide Sealed Seam Back {01} NBS M-(STD) No Sealed Seams on Back Sealed Seam Seat {02} NSS M-(STD) No Sealed Seams on Seat Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$766.00	\$766.00
125		1	ZF1S30660 16"d x 30"w x 65.5"h, Wall Mounted Panel w/1 Shelf, Back Panel Wall w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$345.60	\$345.60
126		2	ZEFC66 64"h, End Cap Filler, Non-Handed, Used w/65.5"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$188.00	\$376.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
127		1	Z2072HBFL 20"d x 72"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$767.60	\$767.60
128		1	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$46.40
129		1	FT52LF30 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/ w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} DWT 1-White, Leg Finish DWT Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} D P-Digital Readout Handset Split Cables Off Factory Order - Rec LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$582.80	\$582.80
N-113 Office Subtotal				\$4,733.20	
N-114 Storage					
130		1	Z2472SCSC 24"d x 72"w x 29.5"h, Storage Cabinet Credenza, 2 Storage Cabinets Side by Side, Locking, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Glazed Door Type {85} ~ Laminate Doors (STD) Handle Type ~HAN Handle Option (Required) Handle Option (Required) - {80} HR P-Bar Handle - Black Keys {40} K-414 C-Keyed for Lock #414 Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$901.60	\$901.60
N-114 Storage Subtotal				\$901.60	

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
------	-------	-----	---------	-----------	----------

YDESIGN

131		60	DESIGN	\$0.00	\$0.00
			COMPLIMENTARY DESIGN (STD RATE \$90/HOUR) - \$5,400 Free Design		

YDESIGN Subtotal \$0.00

Z7

132		1	Install RT	\$12,333.33	\$12,333.33
			NON CONTRACT Labor to Receive Deliver and Install per proposal		
			All work during Regular Business Hours		
			No stair carry		
			Area to be free and clear		
			Non-Union Labor		

Z7 Subtotal \$12,333.33

Subtotal \$116,911.13

GRAND TOTAL \$116,911.13

~Ordering Notes~

- * Deposit may be due at time of order
- * The applicable tax will be applied at the time of invoicing
- * Estimated leadtime is subject to the manufactures production / shipping schedules
- * This proposal contains Special Order items that are Not Returnable
- * Once an order is placed, cancellations are Not Allowed

TERMS AND CONDITIONS OF PURCHASE

(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)

- 1.ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below
- 2.All prices are firm for thirty (30) days from date of proposal.
- 3.Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
- 4.All orders are subject to credit approval.
- 5.ODP Business Solutions requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- 6.All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- 7.An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- 8.Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- 9.Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
- 10.If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- 11.Floors shall be smooth, level and free from debris.
12. Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
13. Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate licensed professionals.
14. Permits are the responsibility of the Customer unless expressly provided in the Proposal.
15. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
16. ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
- 17.No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
18. ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- 19.Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- 20.Manufacturer warranties apply for parts only. Labor is not included.
- 21.All items set forth in the quotation are non-returnable.
- 22.IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
23. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
24. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer PO: _____

Title: _____

Date: _____

Customer: _____

Customer's _____

Print Name: _____

Ozzie Garcia
Ozzie.Garcia@odpbusiness.com

South Building

SOLD TO:

City Of Dania Beach
100 West Dania Beach Blvd

Dania Beach FL 33004

SHIP TO:

City Of Dania Beach
100 West Dania Beach Blvd

Dania Beach FL 33004

NOTES:

ST OF FL CONTRACT 56120000-24-NY-ACS

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-100 Reception					
1		1	GRB14H25 16" Dia x 25.5"h, Round Base, Centered Column, Lounge Height, Plate Base w/ 3"Dia x 25.5" Column, 1/2" Adj. Glides, Fully Assembled, Use w/ Either GRBTPxx or GSBTPxx Tops, SWAP, TABLES Base Finish {50} ~SWB SWAP Base Finish Base Finish {F2} TDW 2-Designer White TDW Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$299.60	\$299.60
2		1	GRBTP16 16.5" Dia x 1"h, TFL, Flat Edge, Round Laptop Table, Top Only, 1 Base Required, Use w/ Either GRB14H25 or GSB13H25 Base, SWAP, TABLES Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~SWT SWAP Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Edge Type {45} FE F-2mm Flat Edge (Standard) Standard Edge Finish {46} NEL M-Noce Leggero, Edge NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$85.60	\$85.60
3		3	9751 BALLARA, 29.5"w x 29.5"d x 30"h, Lounge Chair, Std 2 Arms, Metal Frame, GLOBAL SEATING USA Textile {10 04} ~05 ~05 - Grade 05 Grade 05 Textile {GR} ~GPM5 ~GPM5 - Graded In Grade 05 Graded In Grade 05 Textile {FR} DURGDG07 MAYER DURANGO AEGEAN DU-024 Frame Finish {45} TDW TDW - F-Designer White TDW Stich Detail {70} SE SE - M-(STD) Smooth Seat Commercial or GSA Offering ~STD ~STD - Non-GSA (Commercial Furniture Offering)	\$1,237.20	\$3,711.60
S-100 Reception Subtotal					\$4,096.80

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-102 Conference					
4		6	2671-4 GLOBAL ACCORD, Medium Back, Tilter, Std Fixed Arms, Std Polished Aluminum Base, Std 2" Dual Wheel Carpet Casters , GLOBAL SEATING USA Textile {10 04} ~05 ~05 - Grade 05 Grade 05 Textile {GR} DURGDG05 MAYER DURANGO CYAN DU-014 Frame Finish {20} AL AL - F-(STD) Aluminum Frame ALU Caster Type or Glide Type {60} C9R C9R - C-2.5" Black Caster for Most Hard Surfaces Seat Foam Type {80} SF SF - M-Regular Foam Packing Type {75} ST ST - M-(STD) RTA Code in Pricebook per Model Commercial or GSA Offering ~STD ~STD - Non-GSA (Commercial Furniture Offering)	\$662.80	\$3,976.80
5		1	ZWHP4272 42"w x 71.9"h, Wall Mounted Panel, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$395.20	\$395.20
6		1	ZF2S4272 14.25"d x 42"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Shelf Finish ~ZSHELF Zira Shelf Finish Shelf Finish {65} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$495.60	\$495.60
7		1	ZWHP4272O 42"w x 71.9"h, Wall Mounted Panel w/Wire Management Access at the Bottom, ZIRA Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Wall Finish {50} ~ZBSE Zira Wall Finish Wall Finish {F2} NEL 2-Noce Leggero NEL Wall Grommet Cut-Out Option (AC) ~ Grommet Not Required Wall Grommet Cut-Out Option (AC) ~ Grommet/Electrical Not Required - Center Position Custom Grommet Location (Applic) ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$401.20	\$401.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
8		1	OAM-U-PC-B Oasis Mini, Corded, Black, 15" Trough w/6 Receptacles, 1 Telecom Plate Cutout, 2 USB, See Pricebook for Cutout Code, TABLE POWER Split Cables Off Factory Order - Rec ECA M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$817.60	\$817.60
9		1	GRHB22H28 22" Dia x 28"h, Round Huddle Base, Seated Height, Plate Base w/ 3"Dia x 28"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP24,30,36, GRNxxTP, GRxxTP, SWAP, TABLES Base Finish {50} ~SWB SWAP Base Finish Base Finish {F2} TDW 2-Designer White TDW Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$419.20	\$419.20
10		1	GRH429629 42"d x 96"w x 29"h, Rectangular Huddle Table, Top Only, 1 Base Required, Includes 14.5"H x 9.5"W Hinged Door w/ Touch Latch for Access to Support Cavity, Use w/ Either GRHB22H28 or GSHB19H258 Base, SWAP, TABLES Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~SWT SWAP Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Chassis Finish {50} SCHASS Swap Laminate Chassis Finish Laminate Chassis Finish {F2} NEL 2-Noce Leggero NEL Grommet/Power Block/Electrical C ~ Power Block/Electrical Not Required - Left Position Grommet/Power Block/Electrical C ~POS2 Grommet/Power Block/Electrical Cut-Out Options - Cent Grommet/Power Block/Electrical C M2 M-Oasis Cut-Out (Spec Elec. Box Separate) Custom Cut-Out Locations (Applica ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$821.20	\$821.20
11		2	ZEFC72 70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA End Cap Finish {50} ~ZBSE End Cap Finish End Cap Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$202.80	\$405.60
S-102 Conference Subtotal					\$7,732.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-103 Workspace					
12		1	Z2036HTB 20"d x 36"w x 23.25"h, 1.5 High Storage Shell Top and Back Kit, Used with 22.75"h Storage Shells, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$132.40	\$132.40
13		1	BWAFPDN72 51"w x 30.68"h x 5.86"d, Felt Above & Below Divider, Connects Parallel, Hardware Included, FREEFIT Frame Finish {85} DW F-Designer White DWT Frame Finish {30} DWT M-Designer White DWT PET Felt Finish {20} ~PET FreeFit PET Felt Finish Felt Finish {F1} MTS 1-Mist, Felt Finish MTS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$382.80	\$382.80
14		3	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 D54 - M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 ~09 - Grade 09 Grade 09 Textile {GR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG FOG - F-Fog FOG Arm Type {45} 4D 4D - A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B7 - B-Nylon Base FOG Caster Type {60} C82R C82R - C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL ADL - M-Adjustable Lumbar Moisture Barrier {70} NB NB - M-No Moisture Barrier Commercial or GSA Offering ~STD ~STD - Non-GSA (Commercial Furniture Offering)	\$562.40	\$1,687.20
15		1	Z36M2HSHNS 20"d x 36"w x 22.75"h, Storage Shell, 1.5 High Open Storage w/1 Shelf, No Top and Back, Used with 1.5 High 23.25"h Top and Back Kit, ZIRA Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$288.80	\$288.80

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
16		1	Z3048L 29.69"d x 48"w x 29.5"h, Connectable Tables, Left w/Full End Panel on Left, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Modesty Height Options {MP} 3MP M-3/4 Modesty Panel (10" A.F.F) Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Optio ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Right Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$326.00	\$326.00
17		1	Z2072HBFR 20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$767.60	\$767.60
18		1	Z2060HBFR 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$676.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
19		1	Z2060HBFL 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$676.40
20		2	PS3525057 5.5"w x 3.2"d x 3"h, Ashely DUO, Power Adapter, White w/Silver Trim, Includes 2 15 Amp 120 Receptacles and A USB Port and USB C Port, Sits Above the Surface, Std w/ 3-Prong Plug, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$200.00	\$400.00
21		1	Z3048R 29.69"d x 48"w x 29.5"h, Connectable Tables, Right w/Full End Panel on Right, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Modesty Height Options {MP} 3MP M-3/4 Modesty Panel (10" A.F.F) Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Left Position Grommet/Electrical Cut-Out Optio ~ Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) C Grommet/Electrical Cut-Out Optio ~ Grommet/Electrical Not Required - Right Position Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$326.00	\$326.00
22		4	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$185.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
23		2	FTWR2970 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} NEL M-Noce Leggero NEL Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - Center AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accep Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$271.20	\$542.40
24		2	FT52LF30 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/ w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} DWT 1-White, Leg Finish DWT Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} D P-Digital Readout Handset Split Cables Off Factory Order - Rec LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$582.80	\$1,165.60
25		1	EVPMP72GIP 12"h x 72"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass, Not Available Single or Double Notched for Stepdown Applications Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} DWT Designer White Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$222.12	\$222.12
26		1	EVPI42NR 42"h, Inline Panel Connector, No Raceway Panel, Includes Post & Hardware, No Trim Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Inline Connectors (Use w/ Matching Horizontal Reveal) Inline Connectors (Use w/ Matchin DWT Designer White Inline (Use w/ Matching Horizontal Revea Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$32.40	\$32.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
27		2	EVPH2S4236NR	\$361.44	\$722.88
			42"h x 36"w, Segmented Laminate Panel, No Raceway, Double Sided		
			30-Panel Top Cap Removal Option STR (STD) Panel Top Cap		
			Frame Finish {20} STD Standard Paint Options		
			Standard Paint Options {*I} STDP Panels w/ Matching Horizontal Reveal		
			Panels w/ Matching Horizontal Rev DWT Designer White w/ Designer White Horizontal Reveal		
			Top Cap Paint Finish {80} DWT Designer White		
			Laminate - Outside Position 1 {02} HP Laminate - Outside Position 1		
			High Pressure Laminates {59} NEL Noce Leggero		
			Laminate - Outside Position 2 {04} HP Laminate - Outside Position 2		
			High Pressure Laminates {58} NEL Noce Leggero		
			Laminate - Inside Position 1 {01} HP Laminate - Inside Position 1		
			High Pressure Laminates {54} NEL Noce Leggero		
			Laminate - Inside Position 2 {03} HP Laminate - Inside Position 2		
			High Pressure Laminates {53} NEL Noce Leggero		
			Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)		
28		2	EVPERA42NR	\$38.88	\$77.76
			42"h, End of Run Post, No Raceway Panel, Includes Post, Hardware & Aluminum Trim		
			Paint Finish {20} STD Standard Paint Colors		
			Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo		
			Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines		
			Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)		
29		1	EVPERA42	\$36.72	\$36.72
			42"h, End of Run Post, Includes Post, Hardware & Aluminum Trim		
			Paint Finish {20} STD Standard Paint Colors		
			Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo		
			Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines		
			Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)		
30		1	PN3660DM	\$590.00	\$590.00
			36"d x 60"w x 29"h, Freestanding Desk, Std w/ Metal Open Frame Legs, Std w/ Support Channel, PRINCETON		
			Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T		
			Top Finish {20} ~PRNB Princeton Top Finish		
			Top Finish {F1} NEL 1-Noce Leggero NEL		
			Open Frame Leg Finish ~POF Princeton Open Frame Leg Finish		
			Open Frame Leg Finish {65} TDW F-Designer White Finish, Open Frame TDW		
			Grommet Cut-Out Options - Left P ~ Grommet Cut-Out Not Required - Left Position		
			Grommet Cut-Out Options - (STD) RSG M-Removal of Grommet & Cover - Center Position		
			Grommet Cut-Out Options - Right ~ Grommet Cut-Out Not Required - Right Position		
			Custom Grommet Location (Applic ~ Grommet Not Required - Custom Grommet Location		
			Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)		
S-103 Workspace Subtotal					\$9,239.08

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-104 Breakroom					
31		2	GRB22H41 22" Dia x 40.5"h, Round Base, Bar Height, Plate Base w/ 3" Dia x 40"h Column, Fully Assembled, 1/2" Adj. Glides, Use w/ Either GxBTP24,30,36, GRxxNTP or GRxxTP Tops, SWAP, TABLES Base Finish {50} ~SWB SWAP Base Finish Base Finish {F2} TDW 2-Designer White TDW Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$371.20	\$742.40
32		2	GRBTP36 36" Dia x 1"h, TFL, Flat Edge, Round, Top Only, 1 Base Required, Use w/ Either GRB22, GRB22H26, GRB22H35, GRB22H41 or GSB19, GSB19H26, GSB19H35, GSB19H41 Base, SWAP, TABLES Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~SWT SWAP Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Edge Type {45} FE F-2mm Flat Edge (Standard) Standard Edge Finish {46} NEL M-Noce Leggero, Edge NEL Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$144.40	\$288.80
33		3	R5BSNPP REBOUND, Bar Height Stool, Armless, Polypropylene Seat & Back, Std 4 Legged Base, Glides, Stacks 5 High on Floor, GLOBAL SEATING USA Back and Seat Finish {20} BZB 1-Buzz Blue BZB Frame Finish {45} TBZ F-Blue Buzz TBZ Glide Type {65} NM C-White Nylon Glide Non-Marking Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$224.00	\$672.00
34		3	R5BSNPP REBOUND, Bar Height Stool, Armless, Polypropylene Seat & Back, Std 4 Legged Base, Glides, Stacks 5 High on Floor, GLOBAL SEATING USA Back and Seat Finish {20} DJN 1-Dijon DJN Frame Finish {45} TDJ F-Dijon TDJ Glide Type {65} NM C-White Nylon Glide Non-Marking Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$224.00	\$672.00
S-104 Breakroom Subtotal					\$2,375.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-105, S-106, S-107 Offices					
35		3	6070	\$562.40	\$1,687.20
			NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA		
			Mesh Finish {02} D54 D54 - M-Digital Mesh Fog D54		
			Seat Textile {10 10} ~09 ~09 - Grade 09		
			Grade 09 Textile {GR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501		
			Frame Finish {20} FOG FOG - F-Fog FOG		
			Arm Type {45} 4D 4D - A-Height Adjustable, Sliding and Rotating Armcap		
			Base Type {50} B7 B7 - B-Nylon Base FOG		
			Caster Type {60} C82R C82R - C-2.5" Caster for Most Hard Surfaces FOG		
			Lumbar {21} ADL ADL - M-Adjustable Lumbar		
			Moisture Barrier {70} NB NB - M-No Moisture Barrier		
			Commercial or GSA Offering ~STD ~STD - Non-GSA (Commercial Furniture Offering)		
36		6	8030	\$766.00	\$4,596.00
			DRIFT, Side Chair, Fully Upholstered w/ 4 Legged Wood Fixed Base, GLOBAL SEATING USA		
			Back Textile {10 04} ~05 ~05 - Grade 05		
			Grade 05 Textile {GR} DURGDG05 MAYER DURANGO CYAN DU-014		
			Seat Textile {10 10} ~05 ~05 - Grade 05		
			Grade 05 Textile {GR} DURGDG05 MAYER DURANGO CYAN DU-014		
			Base Finish ~DL ~DL - Drift Wood Leg Finish		
			Base Finish {50} NEM NEM - F-Noce Leggero, Wood Leg Finish NEM		
			Glide Type {65} NM NM - M-(STD) White, Non-Marking Glide		
			Sealed Seam Back {01} NBS NBS - M-(STD) No Sealed Seams on Back		
			Sealed Seam Seat {02} NSS NSS - M-(STD) No Sealed Seams on Seat		
			Commercial or GSA Offering ~STD ~STD - Non-GSA (Commercial Furniture Offering)		
37		3	Z2060HBFL	\$676.40	\$2,029.20
			20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA		
			Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T		
			Top Finish {20} ~ZTOP Zira Top Finish		
			Top Finish {F1} NEL 1-Noce Leggero NEL		
			Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge		
			Storage Base Finish {50} ~ZBSE Zira Storage Base Finish		
			Storage Base Finish - {F2} NEL 2-Noce Leggero NEL		
			Handle Type ~HAN Handle Option (Required)		
			Handle Type {80} HR P-Bar Handle - Black		
			Keys {40} K-STD C-Key Random (STD)		
			Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)		
38		3	PN6013DML	\$259.20	\$777.60
			60"w x 13"h x .687"d, Laminate Desktop Modesty Panel, Includes 3 Black L-Brackets, Specify 6" Shorter than Worksurface Size, PRINCETON		
			Laminate Modesty Finish {20} ~PRNB Princeton Laminate Modesty Finish		
			Laminate Modesty Finish {F1} NEL 1-Noce Leggero NEL		
			Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)		

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
39		3	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$139.20
40		3	FTWR2970 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} NEL M-Noce Leggero NEL Grommet Cut-Out Options 63,64,7 ~POS1 Grommet/Electrical Cut-Out Options - Left Position Grommet Cut-Out Options - Left P AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Acce Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$271.20	\$813.60
41		3	FT52LF30 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/ w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} DWT 1-White, Leg Finish DWT Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} D P-Digital Readout Handset Split Cables Off Factory Order - Req LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$582.80	\$1,748.40
42		3	PS3525057 5.5"w x 3.2"d x 3"h, Ashely DUO, Power Adapter, White w/Silver Trim, Includes 2 15 Amp 120 Receptacles and A USB Port and USB C Port, Sits Above the Surface, Std w/ 3-Prong Plug, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$200.00	\$600.00

S-105, S-106, S-107 Offices Subtotal \$12,391.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-108 Plan Review Area					
43		8	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 D54 - M-Digital Mesh Fog D54 Seat Textile {10} 10} ~09 ~09 - Grade 09 Grade 09 Textile {GR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG FOG - F-Fog FOG Arm Type {45} 4D 4D - A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B7 - B-Nylon Base FOG Caster Type {60} C82R C82R - C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL ADL - M-Adjustable Lumbar Moisture Barrier {70} NB NB - M-No Moisture Barrier Commercial or GSA Offering ~STD ~STD - Non-GSA (Commercial Furniture Offering)	\$562.40	\$4,499.20
44		8	FT52LF30 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/ w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} DWT 1-White, Leg Finish DWT Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} D P-Digital Readout Handset Split Cables Off Factory Order - Rec LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$582.80	\$4,662.40
45		4	19MCP23BFNC 23"h x 22 5/8"d x 15 1/16"w, Mobile Box/File w/ 60mm Castors (Accepts 1900P Series Cushions Only), 1900P SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20} LAFI Global Standard Colors Global Standard Colors {F1} DWT 1-Designer White DWT Lock Option {40} WSTD C-Key Random (STD) Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$273.60	\$1,094.40
46		6	1930P-3F12 19.25"d x 30"w x 39.52"h, 3 Fixed Drawers, CW Std, 1900P SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20} LAFC Global Standard Colors Global Standard Colors {F1} DWT 1-Designer White DWT Lock Option {40} W408 C-Keyed For Lock #W408 Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$455.60	\$2,733.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
47		1	ZUFT3890 38.6"d x 90.12"w, Laminate Back to Back File/Storage Top, No Drill Holes, Used on Metal Files and Storage, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Custom Grommet/ Electrical/ Villa ~ Grommet/Electrical/Villa Not Required - Custom Gromm Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$380.00	\$380.00
48		2	Z2060HBFR 20"d x 60"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$1,352.80
49		2	Z2060HBFL 20"d x 60"w x 23.75"h, Credenza, 1.5 High Box/Lateral on Left, 1.5 High Open Storage Cabinet on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-STD C-Key Random (STD) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$676.40	\$1,352.80
50		8	PS3525057 5.5"w x 3.2"d x 3"h, Ashely DUO, Power Adapter, White w/Silver Trim, Includes 2 15 Amp 120 Receptacles and A USB Port and USB C Port, Sits Above the Surface, Std w/ 3-Prong Plug, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$200.00	\$1,600.00
51		8	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$371.20

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
52		8	FTWR2970 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Edge Finish ~FREE Frefit Laminate Edge Finish Laminate Edge Finish {45} NEL M-Noce Leggero NEL Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - Center AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Acce Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$271.20	\$2,169.60
53		4	EVPM72GIPU 12"h x 72"w, Square Privacy Glass, Integrated Channel Extrusion for Use w/U Channel and Gallery Panel on One Side Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} DWT Designer White Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$230.04	\$920.16
54		8	EVE8PD36 36", Power Distribution Housing Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$83.16	\$665.28
55		4	EVPI42 42"h, Inline Panel Connector, Includes Post & Hardware, No Trim Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Inline Connectors (Use w/ Matching Horizontal Reveal) Inline Connectors (Use w/ Matchin DWT Designer White Inline (Use w/ Matching Horizontal Reve Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$30.96	\$123.84
56		2	EVE8FR1 72" Long, Floor Power Entry, Front Fed, Snaps into Knockout of Base Raceway Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$132.12	\$264.24
57		6	EVE8CP18 18" - Flexible Mesh Jumper Cable, Used to Connect 2 Power Distrubution Housings Separated by Post Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$56.16	\$336.96
58		8	EVE8RD1WHT #1 Utility Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$118.08

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
59		8	EVPMP30GIW 12"h x 30"w, Square Privacy Glass, Integrated Channel Extrusion for Use with 1" Laminate End Panels & Gallery Panels Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} DWT Designer White Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$131.04	\$1,048.32
60		8	EVE8RDAWHT A, Dedicated Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$118.08
61		8	EVE8RD2WHT #2 Utility Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$118.08
62		2	EVLEPDC4263NC 42"h x 63"w, Laminate Gallery Panel Double Sided Middle, w/Base Electrical Cutout, Attaches Inbetween 2 Panels, Both Ends are Finished & Does not Connect, Connecting "U" Channel not Included Thermally Fused Laminates {20} NEL Noce Leggero PVC Trim Finishes {45} NEL Noce Leggero Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$324.36	\$648.72
63		2	EVLEPDS4263NC 42"h x 63"w, Laminate Gallery Panel Double Sided End, Both Ends are Finished & Does not Connect, Starts & Ends a Run, Connecting "U" Channel not Included Thermally Fused Laminates {20} NEL Noce Leggero PVC Trim Finishes {45} NEL Noce Leggero Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$324.36	\$648.72
64		2	EVPERA42 42"h, End of Run Post, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$36.72	\$73.44

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
65		6	EVPERCH42 42"h, "U" Channel Connector w/Pass Thru for Power at Base, Attaches to Laminate Gallery End or Middle Panel, 1 Required at End and 2 Required in Middle Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Inline Connectors (Use w/ Matching Horizontal Reveal) Inline Connectors (Use w/ Matching Horizontal Reveal) DWT Designer White Inline (Use w/ Matching Horizontal Reveal) Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$61.92	\$371.52
66		8	EVPH2S4236 42"h x 36"w, Laminate Panel, Double Sided 30-Panel Top Cap Removal Option STR (STD) Panel Top Cap Frame Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Panels w/ Matching Horizontal Reveal Panels w/ Matching Horizontal Reveal DWT Designer White w/ Designer White Horizontal Reveal Top Cap Paint Finish {80} DWT Designer White Laminate - Outside Position 1 {02} HP Laminate - Outside Position 1 High Pressure Laminates {59} NEL Noce Leggero Laminate - Outside Position 2 {04} HP Laminate - Outside Position 2 High Pressure Laminates {58} NEL Noce Leggero Laminate - Inside Position 1 {01} HP Laminate - Inside Position 1 High Pressure Laminates {54} NEL Noce Leggero Laminate - Inside Position 2 {03} HP Laminate - Inside Position 2 High Pressure Laminates {53} NEL Noce Leggero Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$334.44	\$2,675.52
67		6	EVE8RDBWHT B, Dedicated Circuit, Duplex Receptacle, White Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$14.76	\$88.56
S-108 Plan Review Area Subtotal					\$28,435.52

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-109 Records Specialist					
68		1	6070 NOETIC, Mesh Back, Multi-Tiler, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 D54 - M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 ~09 - Grade 09 Grade 09 Textile {GR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG FOG - F-Fog FOG Arm Type {45} 4D 4D - A-Height Adjustable, Sliding and Rotating Armcap Base Type {50} B7 B7 - B-Nylon Base FOG Caster Type {60} C82R C82R - C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} ADL ADL - M-Adjustable Lumbar Moisture Barrier {70} NB NB - M-No Moisture Barrier Commercial or GSA Offering ~STD ~STD - Non-GSA (Commercial Furniture Offering)	\$562.40	\$562.40
69		1	Z2472LS 24"d x 72"w x 29.5"h, Credenzas, One 2-Drawer Lateral File and One Storage Cabinet, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Chassis Finish {50} ~ZBSE Zira Chassis Finish Chassis Finish - {F2} NEL 2-Noce Leggero NEL Glazed Door Type {85} ~ Laminate Doors (STD) Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-409 C-Keyed for Lock #409 Custom Grommet Location (Applic ~ Grommet/Electrical Not Required - Custom Grommet Loc Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$930.40	\$930.40
70		1	Z2072HBFR 20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Storage Base Finish {50} ~ZBSE Zira Storage Base Finish Storage Base Finish - {F2} NEL 2-Noce Leggero NEL Handle Type ~HAN Handle Option (Required) Handle Type {80} HR P-Bar Handle - Black Keys {40} K-409 C-Keyed for Lock #409 Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$767.60	\$767.60
71		1	PS3525057 5.5"w x 3.2"d x 3"h, Ashely DUO, Power Adapter, White w/Silver Trim, Includes 2 15 Amp 120 Receptacles and A USB Port and USB C Port, Sits Above the Surface, Std w/ 3-Prong Plug, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$200.00	\$200.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
72		1	FT52LF30 30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/ w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS Leg Finish {20} ~FLC Freefit Leg Finish Leg Finish {F1} DWT 1-White, Leg Finish DWT Foot Type Configuration ~FFTC Freefit Foot Type Configuration Options Foot Type Configuration {45} CL A-CL Foot Configuration Handset Type ~FFH Freefit Handset Type Handset Type {80} D P-Digital Readout Handset Split Cables Off Factory Order - Required LINAK M-Split Cables Off Factory Order - Required (Order Entry) Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$582.80	\$582.80
73		1	FTWR2970 29"d x 70"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING Laminate Top Type {SF} ~ (STD) Thermally Fused Laminate, High Performance (1" T Laminate Top Finish {20} ~BR2L Height Adjustable Laminate Top Finish Laminate Top Finish {F1} NEL 1-Noce Leggero NEL Laminate Edge Finish ~FREE Freefit Laminate Edge Finish Laminate Edge Finish {45} NEL M-Noce Leggero NEL Grommet Cut-Out Options 63,64,7 ~POS2 Grommet/Electrical Location - Center Position Grommet Cut-Out Option - Center AG2 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accept Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$271.20	\$271.20
74		1	EVPMP72GIP 12"h x 72"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass, Not Available Single or Double Notched for Stepdown Applications Paint Finish {20} STD Standard Paint Colors Standard Paint Finish {F1} DWT Designer White Privacy Glazing {54} AFR Frosted Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$222.12	\$222.12
75		1	EVPIC42NR 42"h, Inline Panel Connector, No Raceway Panel, Includes Post & Hardware, No Trim Paint Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Inline Connectors (Use w/ Matching Horizontal Reveal) Inline Connectors (Use w/ Matching Horizontal Reveal) DWT Designer White Inline (Use w/ Matching Horizontal Reveal) Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$32.40	\$32.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
76		2	EVPH2S4236NR 42"h x 36"w, Segmented Laminate Panel, No Raceway, Double Sided 30-Panel Top Cap Removal Option STR (STD) Panel Top Cap Frame Finish {20} STD Standard Paint Options Standard Paint Options {*I} STDP Panels w/ Matching Horizontal Reveal Panels w/ Matching Horizontal Rev DWT Designer White w/ Designer White Horizontal Reveal Top Cap Paint Finish {80} DWT Designer White Laminate - Outside Position 1 {02} HP Laminate - Outside Position 1 High Pressure Laminates {59} NEL Noce Leggero Laminate - Outside Position 2 {04} HP Laminate - Outside Position 2 High Pressure Laminates {58} NEL Noce Leggero Laminate - Inside Position 1 {01} HP Laminate - Inside Position 1 High Pressure Laminates {54} NEL Noce Leggero Laminate - Inside Position 2 {03} HP Laminate - Inside Position 2 High Pressure Laminates {53} NEL Noce Leggero Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$361.44	\$722.88
77		2	EVPERA42NR 42"h, End of Run Post, No Raceway Panel, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$38.88	\$77.76
78		1	EVPERA42 42"h, End of Run Post, Includes Post, Hardware & Aluminum Trim Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*I} STDP Connectors w/ Matching Inlines (Use w/ Matching Horizo Connectors w/ Matching Inlines (U DWT Designer White w/ Designer White Inlines Commercial or GSA Offering STD Non-GSA (Commercial Furniture Offering)	\$36.72	\$36.72
79		1	PEWM3.5 Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx42"Wx2"H, PRODUCTIVITY SOLUTIONS Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$46.40	\$46.40

S-109 Records Specialist Subtotal \$4,452.68

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
S-111 Plan Storage					
80		1	ZUFT3830 38.6"d x 30.12"w, Laminate Back to Back File/Storage Top, No Drill Holes, Used on Metal Files and Storage, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Custom Grommet/ Electrical/ Villa ~ Grommet/Electrical/Villa Not Required - Custom Gromm Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$146.80	\$146.80
81		1	ZUFT3890 38.6"d x 90.12"w, Laminate Back to Back File/Storage Top, No Drill Holes, Used on Metal Files and Storage, ZIRA Laminate Top Type {30} ~ (STD) Thermally Fused Laminate, High Performance (1" T Top Finish {20} ~ZTOP Zira Top Finish Top Finish {F1} NEL 1-Noce Leggero NEL Top Thickness/ Edge Type {45} A3 F-1" Top, Standard Edge Custom Grommet/ Electrical/ Villa ~ Grommet/Electrical/Villa Not Required - Custom Gromm Commercial GSA Offering ~NGSA Non-GSA (Commercial Furniture Offering)	\$380.00	\$380.00
82		6	1930P-3F12 19.25"d x 30"w x 39.52"h, 3 Fixed Drawers, CW Std, 1900P SERIES, UNIVERSAL FILING Metal File Case & Storage Front Pa STD Metal File Case & Storage Front Paint Finishes (Global Sta Global Standard Paint Finishes {20} LAFC Global Standard Colors Global Standard Colors {F1} DWT 1-Designer White DWT Lock Option {40} W411 C-Keyed For Lock #W411 Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$455.60	\$2,733.60
83		2	6076 NOETIC, Mesh Back, Height Adjustable Stool, Std with Arms, Std with Nylon Base, Std with 2.5" Casters, GLOBAL SEATING USA Mesh Finish {02} D54 M-Digital Mesh Fog D54 Seat Textile {10 10} ~09 Grade 09 Grade 09 Textile {GR} ~GPM9 Graded in Grade 09 Graded In Grade 09 Textile - {FR} SNGIY2NR ARC-COM SANGANERI BALTIC #2 AC-64501 Frame Finish {20} FOG F-Fog FOG Arm Type {45} FP A-Fixed P Arm Base Type {50} B7 B-Nylon Base FOG Caster Type {60} C82R C-2.5" Caster for Most Hard Surfaces FOG Lumbar {21} NAL M-No Lumbar Moisture Barrier {70} NB M-No Moisture Barrier Packaging {75} ST M-Standard Pack Commercial or GSA Offering ~STD Non-GSA (Commercial Furniture Offering)	\$585.60	\$1,171.20
S-111 Plan Storage Subtotal					\$4,431.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
Z7					
84		1	Install RT	\$12,312.50	\$12,312.50
			NON CONTRACT Labor to Receive Deliver and Install per proposal		
			All work during Regular Business Hours		
			No stair carry		
			Area to be free and clear		
			Non-Union Labor		
Z7 Subtotal					\$12,312.50
Subtotal					\$85,466.98
GRAND TOTAL					\$85,466.98

~Ordering Notes~

- * Deposit may be due at time of order
- * The applicable tax will be applied at the time of invoicing
- * Estimated leadtime is subject to the manufactures production / shipping schedules
- * This proposal contains Special Order items that are Not Returnable
- * Once an order is placed, cancellations are Not Allowed

TERMS AND CONDITIONS OF PURCHASE

(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)

1. ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. ODP Business Solutions requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Floors shall be smooth, level and free from debris.
12. Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
13. Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate licensed professionals.
14. Permits are the responsibility of the Customer unless expressly provided in the Proposal.
15. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
16. ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
17. No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
18. ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
19. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
20. Manufacturer warranties apply for parts only. Labor is not included.
21. All items set forth in the quotation are non-returnable.
22. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
23. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
24. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer PO: _____

Title: _____

Date: _____

Customer: _____

Customer's _____

Print Name: _____



City of Dania Beach Community Development Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director

SUBJECT: Approval of a change order for Community Development Department Renovation Project and additional Contingency Funds not to exceed Ninety-Five Thousand One Hundred Thirty-Nine Dollars (\$95,139.00).

Request:

The Community Development Department (CD) is requesting approval of Change Order #6 (CO) with S3S Construction, Inc. for necessary lighting upgrades and to provide additional funding for the project's contingency. These contingency funds are anticipated for future change orders related to Phase II of this project as needed.

Background:

S3S Construction, Inc. was awarded the contract under ITB No. 2023-023 for an amount not to exceed \$1,325,393.00. The original design's lighting fixture package was determined to be insufficient for the building department needs specifically in the plan review areas and an upgraded lighting package, along with associated hardware was selected at a cost of \$52,356.10 as presented in the attached Change Order #6. "Light Fixture Package Upgrade".

Due to the magnitude of change orders required for Phase I and lack of available contingency funding for Phase II construction set to begin March 2025, Community Development recommends the approval of additional funding of \$75,000 for project contingency for Phase II of the project.

Budgetary Impact

That total funding in the amount of \$95,138.96 will be appropriated from the Building Fund Reserve Account No. 107-00-00-389-90-01 to the Capital Projects Fund Building Department Renovation Project Account No. 301-15-02-524-63-10.

Recommendation

CD recommends approval of CO #6 and the increase to the total project amount of Ninety-Five Thousand One Hundred and Thirty-Nine Dollars (\$95,139.00).

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR CHANGE ORDER NO. 6 AND PROJECT CONTINGENCY RELATED TO INVITATION TO BID (“ITB”) NO. 2023-023 “BUILDING DEPARTMENT RENOVATION PROJECT” WITH S3S CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$95,139.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, S3S Construction, Inc. was awarded the contract under ITB No. 2023-023 for an amount not to exceed \$1,325,393.00; and

WHEREAS, the original design’s lighting fixture package was determined insufficient for building department needs in some areas and an upgraded lighting package, along with associated hardware was selected at a cost of \$52,356.10 as presented in Change Order 6; and

WHEREAS, Change Order 6 will be funded from the remaining project contingency fund balance of \$32,217.14 requiring additional funding in the amount of \$20,138.96; and

WHEREAS, Community Development recommends the approval of the additional funding of \$20,138.96 for Change Order No. 6 under the existing contract with S3S Construction, Inc.

WHEREAS, due to the magnitude of change orders required for Phase I and lack of available contingency funding for Phase II construction set to begin shortly, Community Development recommends the approval of additional funding of \$75,000.00 for project contingency for Phase II of the project; and

WHEREAS, the City Administration recommends approval of Change Order 6 with S3S and additional Phase II contingency funding for a total increase in the project cost of \$95,138.96.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute Change Order 6 with S3S Construction, Inc. for the Building Department Renovation Project in the amount of \$52,356.10.

Section 3. That the City Commission authorizes the appropriation of additional funding in the amount of Seventy-Five Thousand Dollars (\$75,000.00) for the project's contingency for Phase II.

Section 4. That total funding in the amount of \$95,138.96 will be appropriated from the Building Fund Reserve Account No. 107-00-00-389-90-01 to the Capital Projects Fund Building Department Renovation Project Account No. 301-15-02-524-63-10.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Change Proposal Request (CPR)

Project Information	
Project #	230129
Title	Building Department Renovation
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	

Change Proposal Request	
Contract #	001
CPR #	006
Issue Date	11-Nov-2024
Subject	Light Fixture Package Upgrade

Prime Contract Company	
Contact	Kevin Maragh
Company	S3S Construction, Inc.
Address	7320 Griffin Rd Suite 222
City, State, Zip	Davie, FL 33314
Country	United States
Phone	
Fax	

Owner	
Contact	John Quintero
Company	City of Dania Beach
Address	100 West Dania Beach Boulevard
City, State, Zip	Dania Beach, FL 33004
Country	
Phone	954-924-6800
Fax	

Description of the proposed change:

This change proposal request (CPR) is for the difference in price between the upgraded light fixtures shown on the revised RCP received on October 7, 2024, and the fixtures shown on the original bid plans. This CPR also includes the cost of adding (1) duplex receptacle in the closet next to the women's restroom and modifying the ceiling grid and tiles to accommodate the new linear light fixtures.

We request your approval to deduct the amount of \$32,217.14 from the remaining Owner's Contingency.

The construction budget shall be increased by \$20,138.96 to satisfy the total cost of this CPR.

Net Amount of this Proposed Change:

\$20,138.96

The Contract time due to this Change Proposal Request has increased by 15 Working Days.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By

Response: ☐ Accept ☐ Do Not Accept

S3S Construction, Inc.

Company



11/11/24

By

Date

City of Dania Beach

Company

By

Date



Change Proposal Request (CPR)

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Custom Order Cross T's and Tiles to accommodate linear light fixtures	1	LS	1,500.00	1,500.00
2	Upgraded Lighting Package	1	LS	39,308.00	39,308.00
3	Field General Conditions	1	LS	3,264.64	3,264.64
4	Overhead & Profit	1	LS	6,610.90	6,610.90
5	Payment & Performance Bond Fee (3% of 110% of the total amount)	1	LS	1,672.56	1,672.56
6	Owner's Contingency	1	LS	-32,217.14	-32,217.14

Subtotal = \$20,138.96

Tax = \$0.00

Total = \$20,138.96

Job ID: 24-1151
Project: DANIA BEACH BUILDING DEPT



CO: RFCO 001: NEW LIGHTING PACKAGE

Change Order Summary

18 Oct 2024 16:01:03

Tax Rate status: Default Bid Name: BASE BID Bid Template: BASIC AND CHANGE ORDER

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	FIXTURES	31,749.41	0.00	0.00	0.00	0.00
	Sheet Totals:	31,749.41	0.00	0.00	0.00	0.00
	Tax:	2,222.46	0.00	0.00	0.00	
Sub Total (Quo/Mat/Equip/Sub):					31,749.41	
Sales Tax:					2,222.46	
Sub Total:					33,971.87	33,971.87
Direct Labor \$:						0.00
Indirect Labor \$:						0.00
Labor Escalation:						0.00
Labor Tax:						0.00
Direct Job Costs (0.00%):						0.00
Prime Cost:						33,971.87
Overhead (Avg. 10.00%):						3,397.19
Net Cost:						37,369.06
Profit (Avg. 5.00%):						1,868.45
Job Tax:						0.00
Bond (0.0000%):						0.00
Lump Sum:						0.00
Selling Price:						39,237.51

TAX RATES

Material:	7.0000%
Quote:	7.0000%
Labor:	0.0000%
Equipment:	7.0000%
Subcontract:	0.0000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	0.00
Avg. Lbr. Rate (Bid):	0.00
Total Square Feet:	1.00
Cost Per Sq. Ft.:	39,237.51
Labor \$ Per Sq. Ft.:	0.00
Labor Hrs Per Sq. Ft.:	0.00
Quantity of Units:	1.00
Cost Per Unit:	39,237.51
Calc. Adjustment:	0.00%



ESTABLISHED IN 1978

6151 PEMBROKE RD • HOLLYWOOD, FL 33023
PHONE: (954) 989-7162 FAX: (954) 894-0334
WWW.TIRONE-ELECTRIC.COM

REQUEST FOR CHANGE ORDER

To: S3S CONSTRUCTION INC.
7320 GRIFFIN ROAD, SUITE 222
DAVIE, FL 33314
Project: DANIA BCH BLDG DEPARTMENT

Date: 11/4/2024

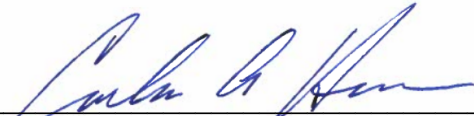
Scope of change to be performed under the same conditions as specified in the original contract unless otherwise stipulated. Tirone Electric, Inc. reserves the right to claim for additional direct and indirect costs and time extension due to impact and/or delay of execution of work.

RFC No: 001

Scope of work: Difference in price of new revised lighting package and bid lighting package.
Install (1) duplex receptacle in closet next to womens restroom.

Upon approval the sum of **\$39,308.00** will be added to the contract price.

Original Contract	\$246,600.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$246,600.00
This Request	\$39,308.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$285,908.00

Authorized Signature:  Date: 11/4/24
TIRONE ELECTRIC & DATA

Authorized Signature: _____ Date: _____
S3S CONSTRUCTION INC.

Job ID: 24-1151
Project: DANIA BEACH BUILDING DEPT



CO: RFCO 001: NEW LIGHTING PACKAGE

Change Order Summary

4 Nov 2024 9:49:02

Tax Rate status: Default

Bid Name: BASE BID

Bid Template: BASIC AND CHANGE ORDER

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	FIXTURES	0.00	31,749.41	0.00	0.00	0.00
	DEVICES	0.00	56.69	0.00	0.00	6.48
	Sheet Totals:	0.00	31,806.10	0.00	0.00	6.48

Bid Notes:

Tax:

Sub Total (Quo/Mat/Equip/Sub):

TAX RATES

Material:	7.0000%
Quote:	7.0000%
Labor:	0.0000%
Equipment:	7.0000%
Subcontract:	0.0000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	0.00
Avg. Lbr. Rate (Bid):	0.00
Total Square Feet:	1.00
Cost Per Sq. Ft.:	39,307.57
Labor \$ Per Sq. Ft.:	0.00
Labor Hrs Per Sq. Ft.:	6.48
Quantity of Units:	1.00
Cost Per Unit:	39,307.57
Calc. Adjustment:	0.00%

Sales Tax:

Sub Total:

31,806.10	
2,226.43	
34,032.53	34,032.53

Direct Labor \$: 0.00

Indirect Labor \$: 0.00

Labor Escalation: 0.00

Labor Tax: 0.00

Direct Job Costs (0.00%): 0.00

Prime Cost: 34,032.53

Overhead (Avg. 10.00%): 3,403.25

Net Cost: 37,435.78

Profit (Avg. 5.00%): 1,871.79

Job Tax: 0.00

Bond (0.0000%): 0.00

Lump Sum: 0.00

Selling Price: 39,307.57

Job ID: 24-1151
Project: DANIA BEACH BUILDING DEPT



CO: RFCO 001: NEW LIGHTING PACKAGE

Takeoff

4 Nov 2024 9:51:48

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				OLD LIGHTING PACKAGE				
2	-1.00	EA	M		OLD LIGHTING PACKAGE	64,073.0300	-64,073.03	0.0000	0.00
	0.00				NEW LIGHTING PACKAGE				
3	1.00	EA	M		NEW LIGHTING PACKAGE	95,822.4400	95,822.44	0.0000	0.00
Phase Totals:							31,749.41		0.00

Phase: DEVICES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				NEW OUTLET IN CLOSET NEXT TO WOMENS RESTROOM				
10047	20.00	FT	M	3/4	EMT	0.7105	14.21	0.0750	1.50
30304	3.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.4195	1.26	0.2100	0.63
30384	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.3505	0.70	0.4500	0.90
150005	2.00	EA	M	1-1/2"D 21.0-CI	4"SQ 3/4- KO NO BRKT	1.1008	2.20	0.4000	0.80
150061	1.00	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	0.5302	0.53	0.2500	0.25
150091	1.00	EA	M		4"SQ BLANK CVR	0.4202	0.42	0.1000	0.10
161159	1.00	EA	M	18"	ADJ OUTLET BOX BRACKET	5.7292	5.73	0.0540	0.05
140016	1.00	EA	M	20A	DX RECEPT SPECIFICATION GRADE	8.9900	8.99	0.4500	0.45
140415	1.00	EA	M	1-DUPLEX	1G PLASTIC PLATE	1.5000	1.50	0.1500	0.15
161262	3.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.0667	0.20	0.0600	0.18
160955	7.00	EA	M	#10 x 1 1/4"	TEK SCREW	0.0530	0.37	0.0360	0.25
70033	90.00	FT	M	12	THHN/THWN CU (STR)	0.1571	14.14	0.0090	0.81
70307	10.00	M	M	12/2	MC CABLE - ALUM JKT W/G	0.6441	6.44	0.0406	0.41
Phase Totals:							56.69		6.48
Job Totals:							31,806.10		6.48



City of Dania Beach Public Services Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

**SUBJECT: APPROVAL TO ENTER INTO A TEMPORARY ACCESS AGREEMENT
WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT,
SEGMENT III**

Request:

The Public Services Department (PSD) requests approval to enter into the Temporary Access Agreement for the “Shore Protection Project, Segment III” with Broward County.

Background:

The Florida Department of Environmental Protection issued the “Shore Protection Project, Phase III” as administered by Broward County. The program performs beach tilling and escarpment removal to renourish and restore Broward County beaches. The Temporary Access Agreement allows Broward County and its contractors access two city-owned properties to facilitate the operation as follows: 1) the beach and parking areas for access, staging, and restoration; and 2) the Public Services yard for semi-trailer staging. The project duration is planned for two weeks.

Budgetary Impact

There is no budgetary impact from this agreement.

Recommendation

PSD recommends approval to enter into the Temporary Access Agreement for the “Shore Protection Project, Segment III” with Broward County.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ENTRY INTO A TEMPORARY ACCESS AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III; PROVIDING FOR NO BUDGETARY IMPACT AS THE AGREEMENT INVOLVES NO COST TO THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is the owner of the coastal resources located at the beach and shoreline, and the owner of the property at the Public Services Yard; and

WHEREAS, the Florida Department of Environmental Protection issued the “Shore Protection Project, Segment III” to perform beach tilling and escarpment removal to renourish and restore Broward County beaches, as administered by Broward County; and

WHEREAS, Broward County desires temporary access on, over, across, and through the City’s coastal property to facilitate beach restoration, and access to the Public Services Yard for equipment staging; and

WHEREAS, the Public Services Department recommends approval to enter into a Temporary Access Agreement for the Shore Protection Project, Segment III identified in “Exhibit A” and the Agreement is made a part of and 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 above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Agreement on behalf of the City of Dania Beach, Florida with Broward County to provide beach restoration.

Section 3. That there is no financial commitment from the City for this 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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Temporary Access Agreement for the Shore Protection Project, Segment III

This Temporary Access Agreement ("Agreement") is entered and entered into this ____ day of _____, between the City of Dania Beach, a municipal corporation of the State of Florida, whose address is 100 West Dania Beach Boulevard, Dania Beach, FL 33304, Florida ("City"), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. City is the owner of the real properties located in Broward County, Florida described in Composite Exhibit A, consisting of the description and a map of the properties, attached hereto and made a part hereof ("Property").

B. Florida Department of Environmental Protection issued the County Consolidated Joint Coastal Permit and Sovereign Submerged Lands Authorization (Permit number 0163435-015-JC) to perform beach tilling and escarpment removal, which are a component of the County's beach renourishment and restoration activities, at various locations, including City's Property.

C. County desires temporary access on, over, across, and through the Property for the purpose of facilitating the beach tilling and escarpment removal components of a federally authorized beach restoration project, commonly known as the "Shore Protection Project, Segment III."

D. County also desires authorization to utilize portions of the Property marked "Staging Areas" to stage and store vehicles and equipment overnight that are necessary to conduct the Shore Protection Project, Segment III.

E. City desires to grant such access to County in accordance with the terms set forth herein so that County may help facilitate and complete the Shore Protection Project, Segment III.

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and such recitals are incorporated herein by reference.
2. Grant of Access. City hereby grants unto County, its contractors, subcontractors, consultants, and employees access on, over, across, and through the Property to perform beach tilling and escarpment removal as well as inspection and monitoring of the same and

any incidental uses necessary thereto, during the term of this Agreement as such term is hereinafter described. Specifically, the County and its contractors, subcontractors, consultants, and employees are authorized to till and remove the escarpment on the beach areas denoted by the green/blue/red lines on Exhibit A. County and its contractors, subcontractors, consultants, and employees may stage and store equipment and vehicles overnight at the staging and storing locations described in Exhibit A and indicated on the map. Beach access points are not needed as of the Effective Date of this Agreement. However, if during the course of the project, County determines that beach access points are necessary, the Parties may amend this Agreement, in accordance with Paragraph 13, to authorize County and its contractors, subcontractors, consultants, and employees to access the beach at specified locations.

3. Term. The Agreement shall be effective as of the date it is fully executed by the Parties ("Effective Date") and shall continue until November 1, 2026, or the beach tilling is completed, whichever occurs first.

4. Obligation to Restore. If the Property or any property located thereon is damaged by County or County's contractors, subcontractors, consultants, or employees as a result of their entry upon or use of the Property, County shall, at its expense, promptly and with due diligence restore and repair the damaged portion(s) of the Property or property located thereon to the same condition as existed prior to County's use of the Property.

5. Termination. This Agreement may be terminated:

- a. By either Party with at least sixty (60) calendar days advance written notice to the other Party.
- b. For cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience in accordance with Section 5(c).
- c. For convenience by Broward County Board of County Commissioners with at least thirty (30) calendar days advance written notice to City. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section.
- d. By the Broward County Administrator ("County Administrator") upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

6. Insurance. The Parties are entities subject to Section 768.28, Florida Statutes. County will maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. Upon request, County shall provide written verification of liability protection in accordance with state law. Prior to any County contractor, subcontractor, or consultant using the Property, County shall require such contractor, subcontractor, or consultant to provide insurance coverage with minimum limits of coverage indicated in Exhibit B, and naming County and City as additional insureds on the commercial general liability and business automobile liability policies.

7. Governmental Immunity and Liability. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. County will include indemnification language, substantially in the form below, in all contracts whereby County allows a party to access the Property pursuant to this Agreement:

Contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County and City, or their officers, agents, servants, and employees (collectively and individually "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against an Indemnified Party by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by

counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County and City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

8. Disruption. County will require all contractors, subcontractors, and consultants to utilize their best efforts to minimize impacts and disruption to City's Property and surrounding areas.

9. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For County:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

For City:

City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33304

10. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

13. Further Assurances. The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.

14. Amendments. The Contract Administrator is authorized to amend this Agreement to modify the access and staging locations if Parties reasonably determine the access staging locations identified in Exhibit A are unsuitable. Unless expressly authorized herein, no modification, amendment, or alternation of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the City and County.

15. Survival. Either Party's right to monitor, evaluate, enforce, audit, and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement but shall expire upon expiration of the statute of limitation as to that particular matter. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable but shall expire upon expiration of the statute of limitation as to that particular matter.

16. Independent Contractor. Each Party is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither that Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties shall not have the right to bind either Party to any obligation not expressly undertaken by that Party under this Agreement.

17. Third Party Beneficiaries. Neither Party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

18. Assignment. Neither this Agreement nor any right or interest herein may be assigned by either Party without the prior written consent of the other Party. This provision shall not be construed to prohibit County from allowing others performing services for County related to the Shore Protection Project, Segment III, to use the Property; such use, however, shall not confer any right of the other Party to claim any rights under this Agreement. If a Party violates this provision, the other Party shall have the right to immediately terminate this Agreement.

19. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and

shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

20. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

21. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

22. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

23. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

25. Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.

26. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall

first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

27. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Temporary Access Agreement for the Shore Protection Project, Segment III on the respective dates under each signature: Broward County, by and through its Board of County Commissioners, signing by its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2024, and City of Dania Beach, signing by and through its _____, duly authorized to execute same by Commission action on the _____ day of _____, 2024.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
Its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Jennifer D. Brown (Date)
Senior Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
____/____/2024
#

Temporary Access Agreement for the Shore Protection Project, Segment III

CITY

City of Dania Beach, a
Florida Municipal Corporation

ATTEST:

By: _____
JOYCE L. DAVIS,
CITY MAYOR

ELORA RIERA,
CITY CLERK

ANA M. GARCIA,
CITY MANAGER

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

EVE A. BOUTSIS
CITY ATTORNEY

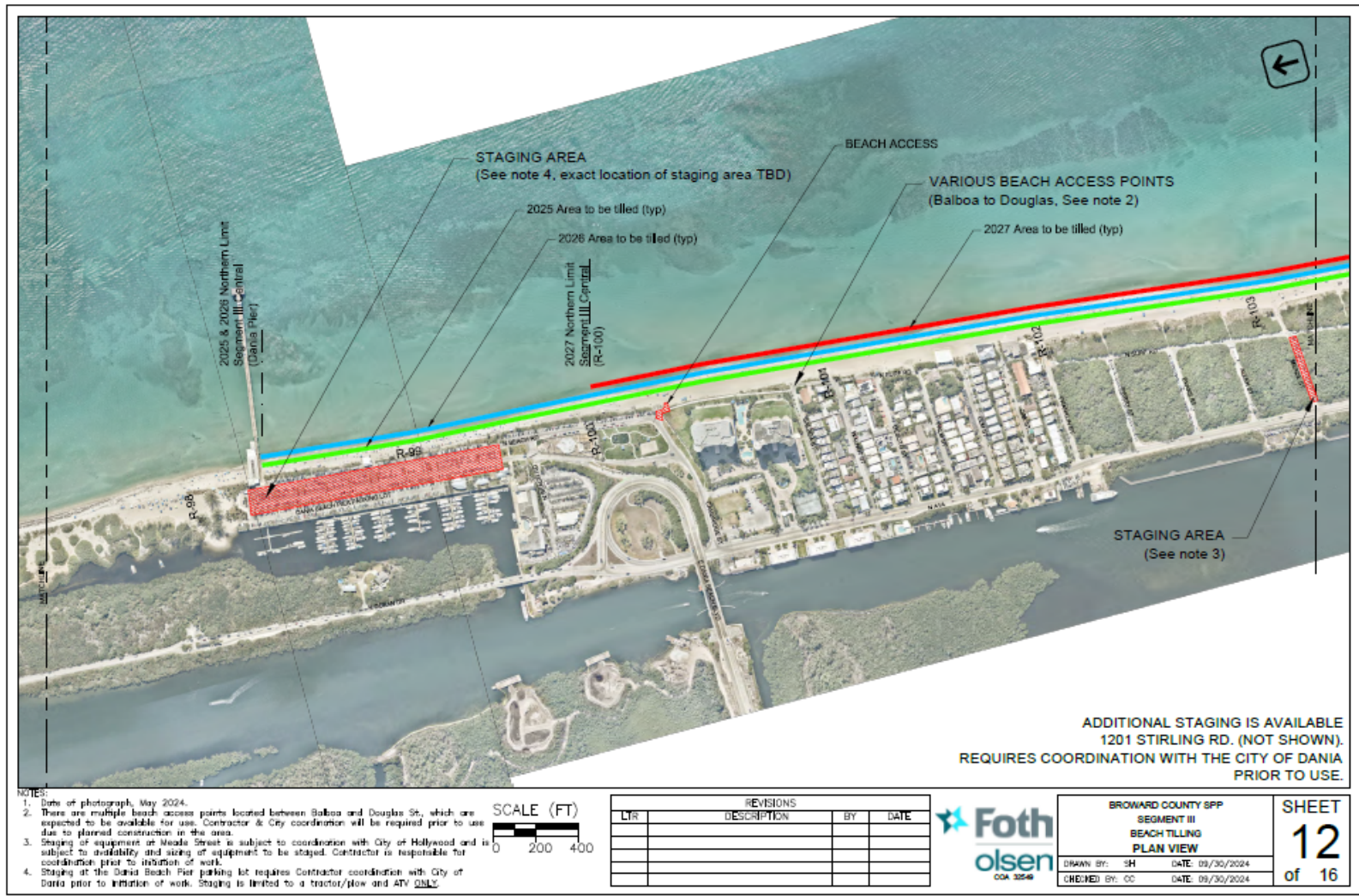
Exhibit A Property

BEACH TILLING LOCATION:

The sandy beach above the mean high water line to the easternmost edge of the dune vegetation, seawall, or other structure from the Dania Pier, approximately Florida Department of Environmental Protection Range Monument (R) 98, to R-100.

STORING AND STAGING AREAS:

- The parking lot for the Dania Beach Pier located at 300 North Beach Road. Only tractors and ATVs may be stored at the City of Dania Beach approved area within this location.
- 1201 Stirling Road. Up to two (2) semi-trailers each with maximum length of 75' and width of 9' may be stored at this location.



- NOTES:
1. Date of photograph, May 2024.
 2. There are multiple beach access points located between Balboa and Douglas St., which are expected to be available for use. Contractor & City coordination will be required prior to use due to planned construction in the area.
 3. Staging of equipment on Meade Street is subject to coordination with City of Hollywood and is subject to availability and sizing of equipment to be staged. Contractor is responsible for coordination prior to initiation of work.
 4. Staging at the Dania Beach Pier parking lot requires Contractor coordination with City of Dania prior to initiation of work. Staging is limited to a tractor/plow and ATV ONLY.



REVISIONS			
LTR	DESCRIPTION	BY	DATE

ADDITIONAL STAGING IS AVAILABLE
1201 STIRLING RD. (NOT SHOWN).
REQUIRES COORDINATION WITH THE CITY OF DANIA
PRIOR TO USE.



BROWARD COUNTY SPP	
SEGMENT III	
BEACH TILLING	
PLAN VIEW	
DRAWN BY: SH	DATE: 09/30/2024
CHECKED BY: CC	DATE: 09/30/2024

SHEET
12
of 16

Exhibit B

Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: Segments II and III Beach Tilling and Escarpment Removal
Agency: Resilient Environment Department

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☒ XCU - Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ Protection and Indemnity Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
☒ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>				\$2,000,000	
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$500,000	
☒ POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$10,000	
<i>Description of Operations:</i> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

 Digitally signed by
COLLEEN
POUNALL
Date: 2024.12.11
13:14:30 -05'00'

Risk Management Division



City of Dania Beach Public Services Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: RESOLUTION AUTHORIZING THE CITY TO UTILIZE THE CONTRACT BETWEEN PROLINE CORPORATION AND THE CITY OF HOLLYWOOD CONTRACT FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL

Request:

City administration is requesting the adoption a resolution authorizing the Public Services Department (PSD) to waive the formal process for the procurement of lime sludge removal, hauling and disposal services at a cost not to exceed \$100,000 and exceed the City's \$50,000 vendor threshold utilizing the City of Hollywood contract (Bid No. IFB-196-24-JJ) with Prolime Corporation.

Background:

Lime sludge is a biproduct of the water treatment plant's lime softening system. As the City continues to make improvements to further enhance the water treatment plant's efficiency, lime sludge removal is an essential process which occurs on a 24-hour/7 day a week basis. Due to the volume of lime sludge discharge daily, having a good removal process in place will greatly assist in maintaining optimum water quality for the city's potable water supply.

The City of Hollywood executed a contract with Prolime Corporation in August 2024 for a two-year period with the option of two additional two-year terms. City of Hollywood and Prolime Corporation have both approved the use of the contract for the term noted. PSD has determined that the use of Prolime Corporation's contract services can be obtained at the least cost to the City. The proposal provided by Prolime is based on the City of Hollywood's agreement rates.

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 more than the established monetary threshold without competitive bidding and without advertisement for bids if he or she is authorized to do so in advance by a resolution adopted by the City Commission.

Budgetary Impact

Funding for this expenditure in an amount not to exceed \$100,000 and will be appropriated in the

fiscal year 2024/2025 City Manager's recommended budget in the City's Water Utility Services Contractual Services Account No. 401-33-03-533-34-10. The specific cost for the 2024/2025 Lime Sludge Removal, Hauling and Disposal will be based on the City of Hollywood contract applying the Prolime Corporation contract rates.

Recommendation

PSD recommends the adoption of the attached resolution authorizing PSD to utilize the City of Hollywood contract with Prolime Corporation for a for a two-year period with the option of two additional two-year terms for Lime Sludge Removal, Hauling and Disposal, authorization to exceed the \$50,000 annual single vendor threshold is requested.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL FROM PROLINE CORPORATION, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF HOLLYWOOD, FLORIDA BLANKET PURCHASE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission and 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 \$50,000.00; and

WHEREAS, the City Administration requests that the City Commission approve the procurement of lime sludge removal, hauling and disposal from Proline Corporation, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Hollywood, Florida blanket purchase agreement, exceeding the City’s annual vendor threshold of Fifty Thousand Dollars (\$50,000.00).

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

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

Section 2. That the proper City officials are authorized to execute a final agreement with Proline Corporation for lime sludge removal, hauling and disposal, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Hollywood, Florida blanket purchase agreement, which agreement is attached and incorporated by reference as Exhibit A.

Section 3. That the cost to the City is anticipated to exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00).

Section 4. That funding for the services is available and appropriated in Water Plant Contractual Services Account No. 401-33-03-533-34-10.

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

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
PROLIME CORPORATION TO PROVIDE LIME SLUDGE REMOVAL,
HAULING AND DISPOSAL UNDER THE CITY OF HOLLYWOOD BLANKET
PURCHASE AGREEMENT NO. PA60907.**

This is an Agreement (“Agreement”) dated _____, 2025, 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 Prolime Corporation (“Contractor”), a foreign corporation registered to conduct business in Florida, whose address is 58610 Van Dyke, Washington, Michigan 48094.

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 Blanket Purchase Agreement No. PA60907, which was issued under Bid No. IFB-196-24-JJ, between the City of Hollywood and the Contractor, which includes the Contractor’s unit pricing, a copy of which is attached as Exhibit “A”, and made a part of and is 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 entity for such purchases, then Contractor shall provide such lower rates to the City.
2. The term of this Agreement shall be through August 27, 2030.
3. Any reference to the City of Hollywood throughout Exhibit A is replaced with the City of Dania Beach.
4. Any insurance policy required pursuant to Exhibit A, would name the City of Dania Beach as additional insured. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.
5. Notice: All notices, demands, requests or other communication shall be in writing and same shall be given by hand delivery, transmitting same by Federal Express or similar delivery method, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as City or Contractor may from time to time designate in writing.

AS TO CITY:

Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

with a copy to:

Eve A. Boutsis, City Attorney
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

AS TO CONTRACTOR:

Robert Rogers
Prolime Corporation
58610 Van Dyke
Washington, Michigan 48094.

6. That in all other respects, the terms of composite Exhibit "A" apply to this Agreement.

REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
Prolime Corporation
a foreign corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF MICHIGAN

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by _____, as _____ of Prolime Corporation, a foreign corporation, registered to conduct business in Florida. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Michigan

RESOLUTION NO. R-2024-270

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A BLANKET PURCHASE AGREEMENT WITH PROLIME CORPORATION FOR CATALYST & LIME SLUDGE HAULING SERVICES IN AN ANNUAL AMOUNT UP TO \$600,000.00 FOR AN INITIAL TWO-YEAR PERIOD.

WHEREAS, the Department of Public Utilities ("Department") requires catalyst and lime sludge hauling services for the proper disposal of catalyst sand and lime sludge, both substances being by-products of the lime softening treatment process used at the Water Treatment Plant ("WTP"); and

WHEREAS, Section 38.43 of the Procurement Code states that when the estimated annual cost of goods, supplies, materials, equipment, or services exceeds \$50,000.00, a formal solicitation process shall be completed that may result in a written contract(s) and/or purchase order(s) after due public notice inviting bids or proposals; and

WHEREAS, on April 11, 2024, Bid Number IFB-196-24-JJ was electronically advertised on OpenGov.com to solicit the desired Catalyst & Lime Sludge Hauling Services in accordance with Section 38.43(A) of the Procurement Code; and

WHEREAS, on May 8, 2024, Bid Number IFB-196-24-JJ was opened and resulted in the following response:

Prolime Corporation (Washington, Michigan); and

WHEREAS, Prolime Corporation ("Prolime") was the only responsive bidder as of the close of the bid, with an estimated bid value of \$594,850.00; and

WHEREAS, Prolime Corporation is currently providing these services to the City in a responsive and satisfactory manner; and

WHEREAS, the term of the blanket purchase order shall be for an initial two-year period from August 28, 2024 through August 27, 2026, and may be renewed for two additional two-year renewal periods; and

WHEREAS, the Department Director and the Director of Procurement and Contract Compliance recommend that the City Commission execute the attached Blanket Purchase Agreement ("BPA") for Catalyst & Lime Sludge Hauling Services with Prolime in an estimated annual amount of up to \$600,000.00; and

WHEREAS, the award is subject to the City's receipt and approval of all insurance certificates and endorsements required by the City's Risk Manager; and

WHEREAS, a portion of the funding for the BPA is available in FY 2024 Operating Budget in account number 442.400501.53600.552240.000000.000.000, and the balance will be budgeted in subsequent fiscal years' operating budgets in account numbers 442.400501.53600.552240.000000.000.000 and 442.400502.53600.552240.000000.000.000, subject to approval and adoption by the City Commission.

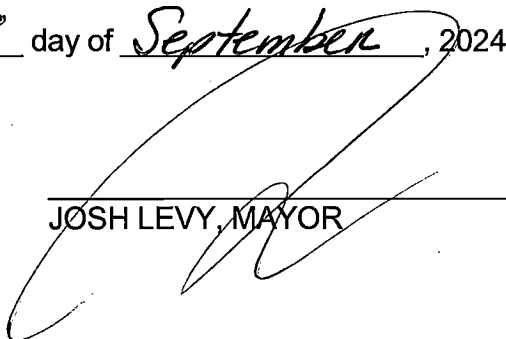
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it authorizes the appropriate City officials to negotiate and execute a BPA embodying the terms and conditions approved by the City Commission on this date with Prolime, in a form acceptable to the City Manager and approved by the City Attorney.

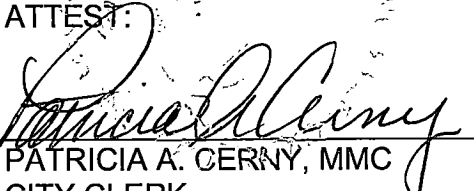
Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18 day of September, 2024.



JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:



DOUGLAS R. GONZALES
CITY ATTORNEY 



Blanket Purchase Agreement PA600907

Supplier Details:

Company Prolime Corporation
Contact Carol A. Hurley
Address 58610 Van Dyke Rd
Washington, MI 48094

Submit your response to:

Company City of Hollywood, FL - Public Utilities Water and Sewer Reuse
Contact Montoya, Luis
Address 3441 Hollywood Blvd.
Hollywood FL 33020
Phone 1-954-967-4230
Fax
E-mail lmontoya@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid IFB-196-24-JJ

DRAFT



Blanket Purchase Agreement PA600907

Agreement	PA600907
Creation Date	10-JUL-2024
Revision	0
Agreement Amount	1,200,000.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier **Prolime Corporation**
58610 Van Dyke Rd
Washington, MI 48094

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	102246	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	08/28/2024	08/27/2026		
Initial Award Term	08/28/2024	08/27/2026		
First Renewal Period	08/28/2026	08/27/2028		
Second Renewal Period	08/28/2028	08/27/2030		
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description

Line	Item	UOM	Price	Expiration Date
1	Per the pricing and services on Bid# IFB-196-24-JJ for Disposal of Municipal Water Treatment Plant Catalyst Sand and Lime Sludge		0.00	
Attachments				
Type	File Name or URL	Title	Description	



Blanket Purchase Agreement PA600907

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Agreement PA600907

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600907

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas
Interim Director, Procurement and Contract Compliance

DRAFT



City of Dania Beach Public Services Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

**SUBJECT: APPROVAL OF A SECOND AMENDMENT WITH WSP INC.
ASSOCIATED WITH THE SE DRAINAGE RETROFIT PROJECT**

Request:

The Public Services Department (PSD) is requesting approval of Second Amendment from WSP for additional design services, engineering services during construction, and bidding assistance associated with the Southeast Drainage Retrofit Project (SE Drainage Project) in the amount not to exceed \$610,344.89.

Background:

The Southeast Drainage Project represents the largest infrastructure and utilities initiative in the City's history. Spanning approximately 100 acres, this complex undertaking encompasses pump stations, underground stormwater wells, outfalls, and a diverse array of underground drainage structures. The initial design of Phase I did not fully account for the numerous unforeseen conditions encountered during construction. This was in large part due to inaccurate "as-built" drawings for the system. Additionally, the project lacked a thorough evaluation of the condition of pipes and related system components. This issue was addressed through pipe video assessments.

Phase II, which is longer and more complex, is expected to present similar challenges. The scope of this phase includes additional design efforts to accommodate a greater number of structures than initially planned, modifications to system connections (including the addition of connection points), adjustments to pipe locations, replacement of a significant proportion of existing pipes, and other system refinements. Additionally, Phase II design will implement a video analysis of the drainage system prior to plan modification. This will help the design team develop accurate field conditions and to alleviate change order modifications.

The Second Amendment request from WSP outlines engineering services prior to and during construction. These services include reviewing modifying existing plans, pressure test reports, evaluating contractor change order submissions, assessing shop drawings, and responding to grant agency inquiries. This request also incorporates bidding assistance to support project execution.

The budget for the four tasks specified in the Second Amendment is structured on a "lump sum"

basis, with billing calculated hourly. It is noted that the allocated amounts may not be fully utilized.

Budgetary Impact

Funding will be appropriated from the Storm Revenue Bond Project Fund (303) project account utilizing Revenue Bond Proceeds which are available for the project.

Recommendation

PSD recommends approval of a Second Amendment from WSP for additional design and engineering services.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SECOND AMENDMENT RELATED TO THE SOUTHEAST DRAINAGE RETROFIT PROJECT WITH WSP INC. FOR AN AMOUNT NOT TO EXCEED SIX HUNDRED TEN THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS AND EIGHTY-NINE CENTS (\$610,344.89) AND PROVIDING FOR A FUNDING APPROPRIATION WITHIN THE STORMWATER FUND FOR THE CHANGE ORDER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SE Drainage Retrofit Project (Project) is the City's largest infrastructure project in its history and encompasses over one hundred acres and a complex system of underground pipes, drainage structures, wells, and pump systems; and

WHEREAS, numerous unforeseen field conditions were encountered during Phase 1 of the Project due to inaccurate as-built drawings and condition of the pipes and other infrastructure components; and

WHEREAS, the initial design of Phase 1 did not fully address many of the required changes; however, the project team, including the City's project managers, construction engineering inspector, engineering consultant, and construction contractor, are adequately addressing these issues by making necessary adjustments; and

WHEREAS, the project team's experience with Phase 1 clearly pointed to a need to perform additional design work for Phase 2 to avoid the previous challenges as well as provide substantial engineering services anticipated during the project; and

WHEREAS, the project engineer WSP Inc. has provided a comprehensive change order request for additional engineering services, including design, technical engineering services during construction, and bidding assistance; and

WHEREAS, PSD recommends that the City Commission authorize the proper City officials to execute the Second Amendment with WSP in the amount of Six Hundred Ten Thousand Three Hundred Forty-Four Dollars and Eighty-Nine Cents (\$610,344.89), which Amendment is incorporated by this reference as Exhibit "A" and is made a part of this Resolution.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a Second Amendment with WSP for Phase II of the Project in the amount of Six Hundred Ten Thousand Three Hundred Forty-Four Dollars and Eighty-Nine Cents (\$610,344.89), which Amendment is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

Section 3. That funding will be appropriated within the Stormwater Revenue Bond Project Fund (303) project account utilizing Revenue Bond Proceeds which are available for the project.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



December 16, 2024

Via email: frodriguez@daniabeachfl.gov

Mr. Fernando Rodriguez, Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**RE: Southeast Drainage Improvements Phase 11
Engineering Design Services, Bidding Support, Design Services During Construction, Construction
Administration and Project Certification
Scope and Fee Proposal Amendment**

Dear Mr. Rodriguez:

WSP USA, Inc. (WSP) is pleased to submit this amendment to the proposal for engineering design services, bidding support and design services during construction associated with the Southeast Drainage Improvements Phase 2 Project in the City of Dania Beach, Florida (City). Below please find our proposed detailed scope of work based on our understanding from our recent discussions.

PROJECT UNDERSTANDING

The purpose of the Project is to address current flooding issues at the neighborhood bounded by SE 2nd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south and SE 5th Avenue to the east, per Exhibit A- Figure 1 of Request for Qualification (RFQ) 19-014 document. Within these limits, there are priority areas located at the current low spots that result in traffic disruptions and repeated private property losses due to flooding. The Project area is in a low-lying area within the basin, which receives runoff from the west. The City requested that the storm event is modeled for the proposed solutions will be a storm event of 3-day duration and 25 year return frequency, with flooding duration of less than 6 hours, with less than 2 inches of flooding at the crown of the road, in accordance with the permit conditions. WSP understands the City is seeking drainage solutions (i.e. Pump stations, drainage wells, exfiltration trenches, etc.) to reduce flooding, including duration and severity, reduce neighborhood impacts and mitigate project costs. In Phase 1, the drainage report and designs were completed, permitted and submitted. Due to financial constraints the City split the project in two areas, thereby creating two construction projects. Phase 1, the northern portion of the project limits from 4th Street to 2nd Street, is currently under construction while Phase 11 is the southern portion of the project limits from 4th Street to 7th Street. This proposal is for Phase 11 of the project area to allow for bidding and construction to begin in early 2025.

SCOPE OF SERVICES

This scope of work is for providing additional engineering consulting services, including reviewing of the current design plans and providing additional design services beyond the original scope to complete the development of 100% final construction plans and technical specifications, for the anticipated Phase 11 construction Project. In addition, WSP will provide bidding support to the City and professional consultation throughout the construction of the Project, including design services and the Project's final certification. At the request of the City, the additional professional services are considered outside the original project scope.



TASK 1 – FINAL DESIGN AND CONSTRUCTION PLANS

WSP will update the Phase 11 100% design plans for bidding. The updated plans address design changes to accommodate existing conditions provided by recent investigation of the existing drainage system, design of roadway improvements for the expanded project limits and adjustments to preserve existing landscape. The Consultant will provide updated technical specifications to reflect adjustments noted in Phase 1 including development of an updated Engineer's opinion of probable cost. This task is scheduled to meet the City's deadline for bidding in February 2025.

For this task WSP will provide the following Construction Plan Sheets, including but not limited to the following engineering disciplines:

- o Civil
- o Mechanical
- o Electrical
- o Instrumentation & Control
- o Structural
- o Landscape

The following plan listing is anticipated based on the projected Scope of Work:

- o Cover Sheet
- o General Notes
- o Existing Conditions (Based on Land Survey, As built's and Atlas)
- o Proposed Alignment Key Map
- o Proposed Alignment Plans View
- o Stormwater Collection System
- o Stormwater Force Main System
- o Miscellaneous Details
- o Pump Station Location and Mechanical Drawings
- o Injection well location
- o Electrical Design Sheets for Pump Station
- o Structural Design Sheets for Pump Station Components
- o Landscape Sheet (around pump station)

Opinion of Probable Construction Cost – WSP will prepare an Engineering Opinion of Probable Construction Cost based on the 100% design documents.

TASK 2 – BIDDING SUPPORT

WSP will work with the City to provide a master copy of the Design Package in electronic format (PDF). It is our understanding that the City will be responsible for distribution of bid packages to prospective bidders via online distribution through the City's bidding platform.

WSP will respond to technical questions forwarded by the City as part of the bidding process. Questions will be responded using the Addendum Form provided by the City for expedited response time and will generate supporting documents, as applicable. WSP will submit responses to the City for distribution to registered plan



holders. As part of the bids review, WSP will support the City in evaluating the construction approach, bid schedules, evaluation of qualifications of the bidders for undertaking the work on the project, and provide a recommendation of award.

WSP will support City's staff during the bidding phase. The following activities are anticipated and included in the scope for this task:

- Coordinate the release of bidding documents with the City
- Prepare One (1) Agenda for Pre-Bid Meeting
- Attend and participate in One (1) Mandatory Pre-Bid Meeting
- Prepare and submit to the City the meeting minutes of the Pre-Bid Meeting
- Evaluate and provide response to questions from prospective bidders in a timely manner
- Develop addenda as needed
- Review bids for sufficiency and provide evaluation results to the City
- Provide Recommendation of Award to the City
- Provide support to the City in the preparation of Contract Documents

Task 2 Deliverables:

- WSP will provide one (1) Draft and one (1) final version of the Pre-Bid Meeting minutes in electronic format for City review
- One (1) Bids Evaluation Report with Recommendation of Award in electronic format. The evaluation report will include a spreadsheet comparing bidder's pricings.

TASK 3 – DESIGN SERVICES DURING CONSTRUCTION

As Engineer of Record, WSP will provide design services during construction, shop drawing reviews, requests for information (RFIs) responses, limited site visits, review of as-builts and Project Certifications together in coordination with the City, and the awarded Contractor(s).

WSP will work in coordination with the City's designated CEI consultant to ascertain that the project is constructed in reasonable conformity with the construction documents. WSP will periodically monitor the contractor's on-site construction are in accordance with the plans, specifications, and special provisions for the construction contract, and verify that accepted/approved shop drawing submittals exist for each item being delivered. If materials do not conform with the construction documents, WSP will notify the Contractor.

WSP will monitor the progress of the work at times appropriate to the construction so as not to impede the Contractor's progress. As Engineer of Record, WSP will be responsible for the Certification of Project and approval of As-Builts.

WSP will not be responsible for, and will not control the means, methods, techniques, sequences and/or procedures of construction for the Project. No action taken by WSP will relieve the Contractor from their obligation to perform the Work in strict conformity with the requirements of the construction Contract Documents together with all other applicable laws, rules and regulations.

WSP will also coordinate and receive documentation and records from the Contractor for compliance with the project contract in accordance with the City's procedures. WSP will review as-built drawings, operation and maintenance reports provided by the contractor. WSP will assist the City in project closeout procedures.

WSP will attend progress meetings, stand -up meetings and coordinate with the City's project team and Construction Engineering Inspection vendor.



Task 3 Deliverables:

- Review Pressure Test reports
- Review System Test Reports
- Final Punch List
- Review recommendations for approval of Contractor's change orders
- Request For Information (RFI) Logs
- Submit responses to contractor, stakeholders, and permitting agencies
- Submit responses to grant agencies including, but not limited to:
 - Broward County, Transportation Surtax Funds, Project No. DANI-017
 - Florida Division of Emergency Management, Hazard Mitigation Grant Program, Project No. 4337-494
 - Florida Department of Environmental Protection, Resilient Florida, Project No. 22FRP21
- Review of shop drawings
- Review of Project's As-Builts prepared by Contractor
- Obtain Project's Certifications and close out permits

TASK 4 – Additional Design Services

At the request of the City, WSP will provide additional design services related to outfalls and drainage connections to alleys. WSP will coordinate with the Dania Beach Public Works Department to make recommendations related to existing outfall discharges into the wetlands. Specifically:

1. Evaluate the current backflow of existing outfalls from 5th Ave to Wetlands, including providing recommendation to the current backflow devices. This will require CCTV of each outfall by others.
2. Evaluate four (4) lake outfalls to address backflow prevention to the pump station and provide design recommendations. This will require CCTV of each outfall by others.
3. Evaluate drainage improvements in the Alley located between 3rd Terrace and 3rd Place within 200 feet west of 5th Avenue.

Task 4 Deliverables:

A letter report describing the evaluation of the existing conditions for subtasks 4.1 and 4.2. The letter report will include potential options available to address any potential drainage issues. It will also include recommendations and details for the recommended solutions. Drainage Improvements for the alley will include a topographical survey, plans and specifications.



PROPOSED STAFFING

It is anticipated that WSP will provide staff members in the following positions:

Principle in Charge	Christine Mehle
Project Manager	Judeen Johnson
Lead Design Engineer/Engineer of Record	Luis Soto
Project Design Engineer	Andrey Goretoy
Engineering Designer(s)	Thomas Wood/Rob Green

INFORMATION TO BE PROVIDED BY CLIENT

In order to complete the Scope of Services, the following items are to be provided by the Client:

1. Existing pipe conditions including outfalls
2. As Built or GIS Atlas for existing water, sewer and storm water facilities
3. Subsoil geotechnical report for previous projects
4. Topographic Survey prepared for previous projects in CAD format

SCHEDULE OF IMPLEMENTATION

WSP is prepared to begin the work immediately upon receiving written notice to proceed. A Preliminary Schedule of Implementation is provided as Exhibit B to this Proposal.

FEE SCHEDULE

Dania Beach SE Drainage Project - Phase 11		
Cost Breakdown		
Task	Description	Cost
1	Final Construction Plans Including Expanded Scope Phase 11	\$ 232,218.00
2	Bidding Assistance	\$ 25,113.85
3	Engineering Services During Construction	\$ 264,541.70
4	Additional Drainage Design Services (Outfalls, Alley Connection)	\$ 83,470.94
Sub Total		\$605,344.89
Reimbursables		\$ 5,000.00
Grand Total		\$610,344.89



The services described herein will be performed on a lump sum fee basis as in the amount of **\$605,344.89** in accordance to the Fee Schedule below and Exhibit B's labor rates. Reimbursable expenses for the amount of \$5000.00 for this contract include, but are not limited to printing and reproduction costs and soft digs. The total lump sum Not-to-Exceed fee basis cost is **\$610,344.89**.

INVOICING

WSP will invoice monthly. WSP requires payment of invoices within 30 days of the receipt of invoices. Invoices not paid within 30 days are subject to a service charge including costs of collection and attorney's fees, if necessary.

ASSUMPTIONS, EXCLUSIONS AND LIMITATIONS

1. Since the anticipated design will not utilize a proposed drainage swale in West Lake, no wetland impacts are proposed as part of the Project. No work or swale creation as previously designed by others will be done, since no wetlands work is proposed. It is anticipated that there are no protected species surveys or permitting required. If there are wetland or protected species permits required, this will be provided as additional scope.
2. Drainage design will not be changed based on the drainage report. It is expected that the revisions to the drainage system will be in substantial compliance of the permits and that no additional permits or permit modifications will be required.
3. The agencies with jurisdiction for this Project include City of Dania Beach, Florida Department of Environmental Protection, South Florida Water Management District (SFWMD) and Broward County. As part of the previous Project, SFWMD permit application # 110106-11 has been issued. Broward Co. Scope does not include any wetland mitigation monitoring or post-construction water quality.
4. Protected species and other incidental wildlife observations will be noted. Species-specific assessments (such as bonneted bat, wading birds, indigo snakes) are not included in this scope, but can be provided as an additional service.
5. There are existing outfalls to West Lake Park that were not previously permitted. Consultant shall propose to incorporate those culverts into the permit, assuming as a Design Criteria that Post Development discharge condition onto the West Lake Park will be compared to Pre Development Condition. However, if the permitting agencies reject their use or require additional agreements, legal counsel, notice of violation resolution, or extraordinary coordination beyond the typical permitting requirements, this will be coordinated by the City.
6. 5-year certification of surface water management system is not included.
7. Tree Permitting efforts and fees are excluded.
8. It is anticipated up to 10@ \$500/EA. Subsurface geophysical utility investigations, soft digs, as described on ASCE 38-02.
9. Traffic and Signalization Analysis is not included as part of this Proposal.
10. Proposal does not include monitoring and inspection of the contractor's Work Zone Traffic Control Plan or requests of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, to be in accordance with the applicable permits.
11. Vibration monitoring services are not included in this scope of work.
12. Permit fees are assumed to be reimbursed by the Owner. Permit Application Fees have been estimated in



\$20,000 for budget purposes. Receipts from Permit Agencies will be submitted as part of the invoices.

13. The Electric Switchgear panel will include an outlet for emergency generator connection. The design of a standalone generator set is not included in the scope of services.
14. Responses to grant agencies can be provided if information requested can be obtained from existing project design documents. Any additional information requested by grant agencies is not included in this scope but can be provided as an additional service.

CLOSURE

Thank you for the opportunity to submit this proposal and look forward to working with you on this project. We are confident that our integrated services and experience will prove successful on this exciting project. WSP can begin working immediately on the project upon receipt the signed authorization, one copy of the signed proposal.

If this proposal is acceptable to you, please sign below as your formal authorization to proceed and return a copy to us for our files. If you have questions, please call us at 954-802-9735.

Sincerely,

Judeen Johnson
Project Manager

AUTHORIZATION

Receipt of this Proposal, including the General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

City of Dania Beach

RE:

**Southeast Drainage Improvements Phase 2
Engineering Design Services, Bidding Support, Design Services During
Construction and Project Certification
Scope and Fee Proposal Amendment**

Company: _____ (Client)

By/Title: _____
(Authorized representative)

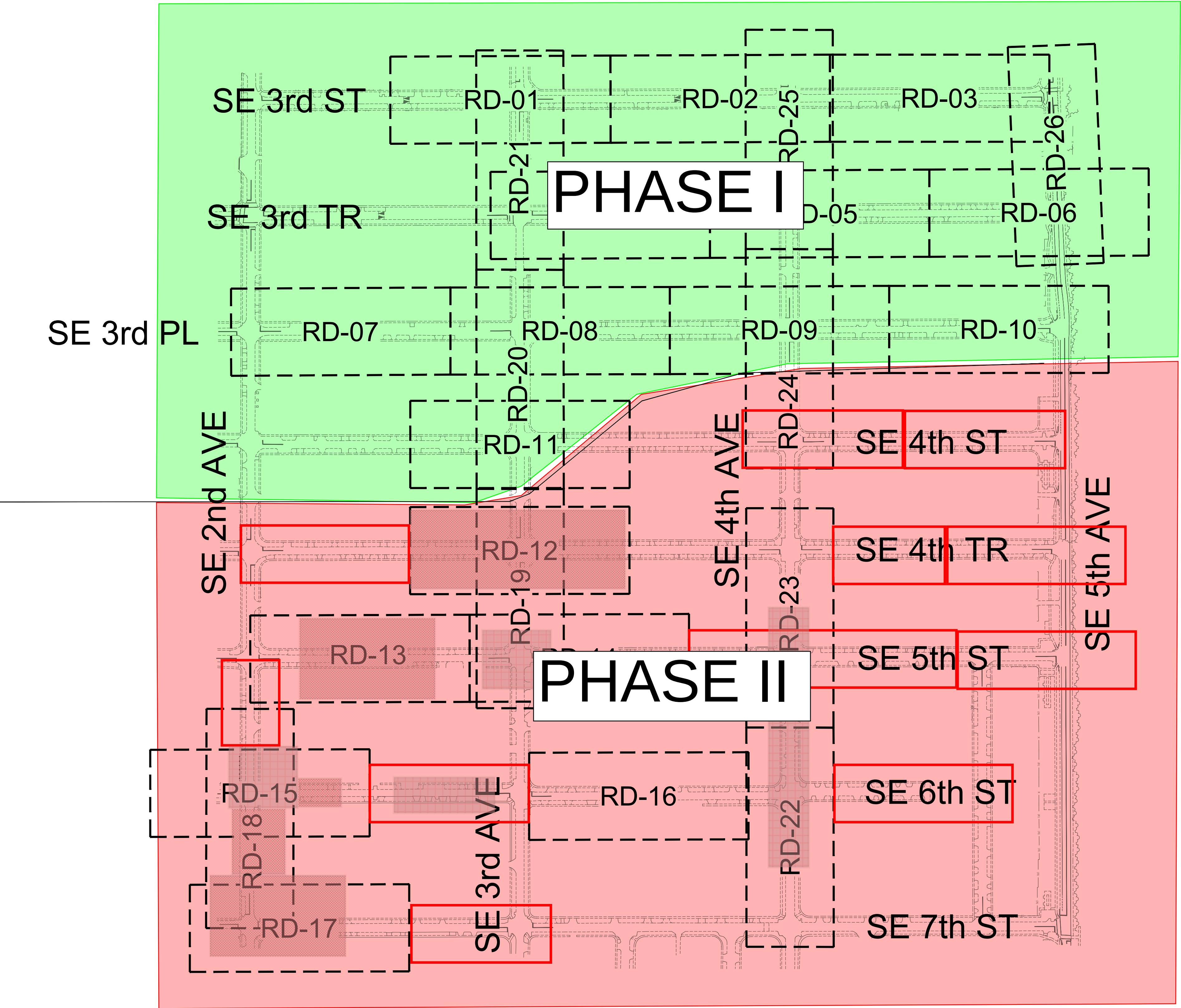
Signature By: _____

Date: _____

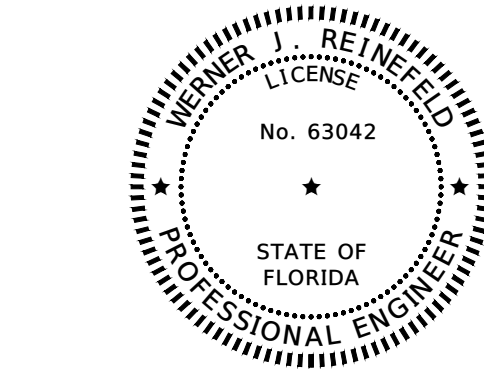


EXHIBIT A

Project Area

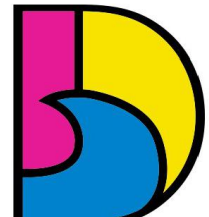


PLAN AND PROFILE SHEET INDEX
SCALE: 1" = 150'



Werner J. Reinefeld
State of Florida, Professional Engineer, License No. 63042. This item
has been digitally signed and sealed by Werner J. Reinefeld, PE on
the date indicated here. Printed copies of this document are not
considered signed and sealed and the signature must be verified on
any electronic copies.
2023.11.27 15:13:22 -0500

100 PERCENT SUBMITTAL



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



MAP Broward
Broward County
Planning & Transportation
Ready. Responsive. Reimagined.
Paving the Way for Transportation.



WSP USA INC.
7650 CORPORATE CENTER DR.
SUITE 300, MIAMI, FL 33126
(305) 514-3100 - WSP.COM
Cert. of Authorization No. 1462

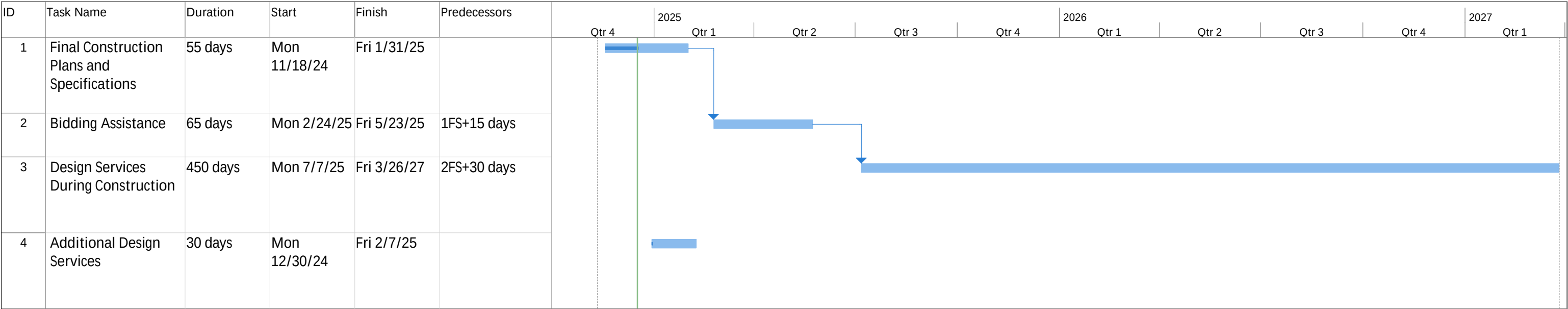
SOUTHEAST DRAINAGE PROJECT PHASE II
CITY OF DANIA BEACH

DRAWING HISTORY			
RELEASED FOR	DATE	BY	
REVISIONS			
No.	DESCRIPTION	DATE	BY
APPROVALS			
CHIEF ENGINEER:			
SECTION HEAD:			
PROJECT MGR.:			
DESIGNED:		CHECKED:	
DRAWN:		FINAL CHECK:	
DESIGN ENGINEER			
Werner Reinefeld, P.E. Engineer of Record State of Florida – PE License #63042			
PROJECT No: XXX			
PCTS No: XXX			
FILE NAME:			
DATE: 09/19/23		SCALE: AS SHOWN	
SHEET			
RD-00			
DRAWING No.			



EXHIBIT B

PROJECT SCHEDULE



Project: SE Drainage Project Ph
Date: Tue 12/17/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



EXHIBIT C

MANHOUR BREAK DOWN

CITY OF DANIA BEACH SE DRAINAGE PROJECT PHASE II

FINAL CONSTRUCTION PLANS AND ENGINEERING SERVICES DURING CONSTRUCTION

SUMMARY OF LABOR HOURS

Task Number	Task Description	Director, Water Resources Engineer	Lead Consultant, Water Resources Engineer	Senior Consultant	Consultant	Total Labor Hours	Total Labor Dollars
	Hourly Rates	\$244.33	\$150.74	\$164.45	\$100.04		
1.0	Final Construction Plans - Phase II	\$78,185.60	\$48,236.80	\$65,780.00	\$40,016.00	1440.00	\$ 232,218.40
	Expanded design including Milling and Resurfacing , Swale Regrading	320	320	400	400	1440	
2.0	Bidding Assistance	\$13,438.15	\$6,029.60	\$1,644.50	\$4,001.60	145	\$ 25,113.85
		55	40	10	40	145	
3.0	Engineering Services During Construction	\$122,165.00	\$70,094.10	\$65,780.00	\$6,502.60	1230	\$264,541.70
	Shop Drawings Reviews, RFI'S	200	65	200		465	
	Meetings and Technical Assistance - progress meetings, pump start ups, sit	300	400	200	65	765	
4.0	Additional Services	\$53,752.60	\$0.00	\$0.00	\$ 21,008.40	430	\$83,470.94
	Re-evaluate the current backflow of existing outfalls from 5th Ave	90			80	170	
	Alley between 4th - 5th Avenue - needs survey , plus plan production	45			50	95	
	Survey of Alley bu Subconsultant PDS						\$8,710
	Investigation of 4 Outfalls to Lake to address backflow prevention to the pump station, CCTV not included	85			80	165	
	Reimbursables						\$5,000
	TOTAL	\$267,541	\$124,361	\$133,205	\$71,529	\$ 6,490	\$ 610,344.89



PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027
Tel: (954) 237-7850 Fax: (954) 337-2332

December 13, 2024

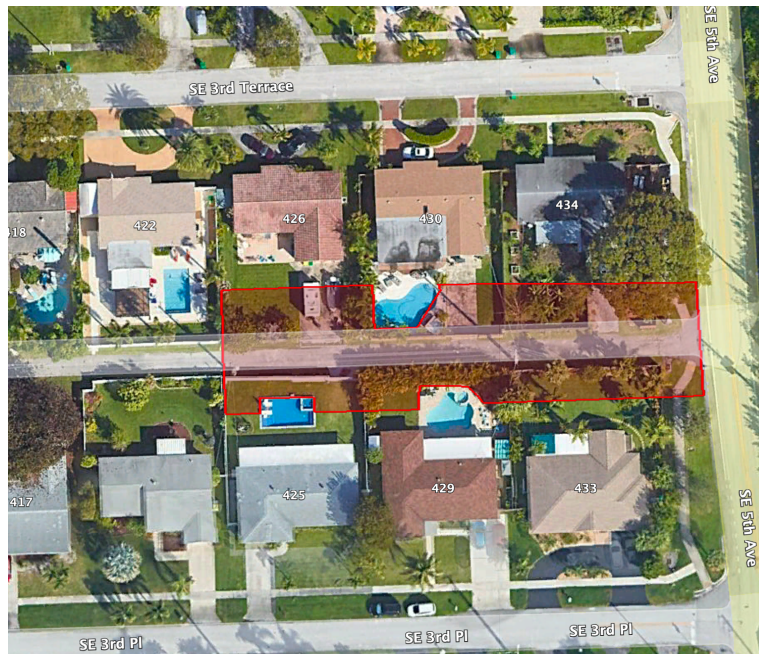
Ms. Judeen Johnson
South Florida Water Leader
WSP USA, Inc.
7255 Corporate Center Dr., Suite F
Miami, FL 33162
judeen.johnson@wsp.com

**REF: Professional Land Surveying Services Proposal
Dania Beach Southeast Drainage Phase I– Alley Between SW 3 Pl and Ter.
Broward County, Florida
PDS Project Number 18110013.2**

Dear Ms. Johnson:

Premiere Design Solutions, Inc. (PDS) is pleased to submit this proposal for the above referenced project to WSP USA (WSP), Inc. (Client), to provide Professional Land Surveying Services for this project in the City of Dania Beach, located in Broward County (County), Florida. It is our understanding that the intent of the proejct is to provide drainage improvements and eliminate flooding issues within a residential neighborhood with very low elevation grades.

This proposal is for a land survey of an existing alley between SE 3rd Place and SE 3rd Terrace, and west of SE 5th Avenue. The Alley is open and readily accessible, and has a width of approximately 30' and the survey shall extend approximately 285' into the alley, and West of SE 5th Avenue. In addition to the 30' of public ROW, survey will also include 20' into private properties at both sides of the Alley. See image below for survey area shown in the red shaded area.



PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

SCOPE OF SERVICES

In order to meet the Client's need for this project, PDS will need to complete the following tasks to develop the PDS assigned tasks described above:

Task 1: Specific Purpose Survey

This task will include the specific purpose topographic route survey for proposed drainage improvements along existing alley roadway. Survey area includes the 30' wide alley way from ROW to ROW, plus 20' into private properties, information collected will include elevations every 25' and has an estimated survey length of 285 LF of roadway.

Specific Purpose Survey will include the following:

- A. The full route survey will include intersection with SE 5th Avenue.
- B. Boundary information will include right-of-way lines, subdivision lines, section lines, lot lines, base lines and easement lines as required by the project. The surveyor will gather boundary line data from the right-of-way maps and readily available easement records. The surveyor will depict and label boundary data on the plans for informational purposes only. The surveyor will not perform a boundary survey.
- C. Survey will follow Survey Procedure for Horizontal and Vertical Control as follows:
 - 1. Survey stationing goes from south to north and from west to east. Stationing should be tied to established monumental lines. The surveyor must tie baseline or centerline to section corners, or to monument lines or to right-of-way lines at intersection.
 - 2. Survey is to be performed in the State Plane Coordinate System.
 - 3. Tie easement lines to the baseline; give station and angle turned.
 - 4. On vertical control refer to the datum used (NGVD 1929).
 - 5. The surveyor will establish bench marks and temporary bench marks (T.B.M.) throughout the project at approximately 1,000 feet intervals, showing information on plans.
 - 6. Tie the centerline to the baseline, if different, to each other.
 - 7. Tie right-of-way line to the centerline or the baseline.
 - 8. Show all survey information on plans.
 - 9. Show all points of intersections and deflection angles. Bearings can substitute angles. Include bases of bearings on plans (plat, township, etc.)
- D. Topographic information gathered will include the following:
 - 1. Horizontal and vertical location of visible fixed improvements within project limits.
 - 2. Location of trees with 3-inch diameter trunks or larger. This task also includes returning once to the site to collect information of trees identified to be removed to be added to survey and include height, caliber, and species.

PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

3. Rim, top and invert elevations of all existing sanitary sewers' manholes, pump wet and dry wells, drainage culverts, manholes and catch basins.
4. Locate project site centerline low and high points with elevations.
5. Cross-sections elevations at approximately twenty-five (25) feet stations of the applicable features
 - a) The centerline of the roadway
 - b) Edge of the pavement
 - c) Top of shoulder
 - d) Bottom of shoulder
 - e) The centerline of swale
 - f) Gutter
 - g) Top of the curb
 - h) Back of the sidewalk
 - i) Right-of-way line
 - j) Low points
 - k) Medians
6. Any abrupt changes in grades immediately beyond the limits of the project.

Once all field work has been completed, and all data been collected, all information will be imported into AutoCAD Civil 3D software to draft a topographic survey with layered assets. Drawing will undergo internal QA/QC process and will be signed and sealed by Florida Registered Professional Surveyor and Mapper. Survey will be provided in a scale 1"=40' or larger, in hard copies (24x36) 4 copies, in AutoCAD format and in PDF.

PROPOSED TIME SCHEDULE

PDS estimates this survey will take 3 weeks to be completed for the date its ordered.

PROPOSED FEE SCHEDULE

Please refer to attached hourly breakdown for a detailed hourly man hour estimate with hourly rates and fees. The total project fee as detailed in such breakdown is **8,709.94**. Fee will be billed upon completion.



PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

We value the opportunity to provide our professional services on this exciting project. If you decide to accept this proposal, please sign below and return an executed copy to our office. If you have any questions please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.



Luis J. Jurado, P.E.
President

Contract Terms and Agreements

1. This contract agreement is for a lump sum fee. Any work performed outside of the scope of work outlined in this proposal will be billed based in the hourly rates provided herein with written approval from the Client.
2. All permit fees are paid by the Client. Permit fees paid directly by **PDS** will be invoiced to the Client at cost plus an 18% finance charge.
3. Invoices are due net 30 days from invoice date.
4. Any invoices past due more than 30 days will accrue a 1.5% interest per month fee.

Exclusions

1. Utility coordination and utility investigation is not included
2. Preparation of as-built drawings is not included.
3. Maintenance of Traffic (MOT) Design or permitting are not included.
4. Services that are not mentioned as part of the exclusions and are not described in the scope of services are not included.

If requested by the Client, **PDS** can provide a proposal for the items not included in the scope of services.

PREMIERE DESIGN SOLUTIONS, INC

12781 Miramar Parkway, Suite 205, Miramar, FL 33027

Tel: (954) 237-7850 Fax: (954) 337-2332

Cost of these services are: \$8,709.94 Lump Sum

CONTRACT AGREEMENT ACCEPTANCE

Premiere Design Solutions, Inc.



Date: 12-13-2024

By: _____

Name: Luis J. Jurado, P.E.

Title: President

WSP USA, Inc.

By: _____

Date: _____

Name:

Title:



City of Dania Beach Public Services Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

**SUBJECT: APPROVAL TO PURCHASE VEHICLES AND GENERATORS
UTILIZING FSA AND SOURCEWELL CONTRACTS**

Request:

The Public Services Department (PSD) is requesting authorization to purchase five pieces of equipment and six vehicles from awarded vendors Bozard Ford, Dobbs Equipment, Sewer Systems and Thompson Pump utilizing FSA Contracts FSA24-VEL32.0, FSA23-EQU21.0 and Sourcewell contract number #120721-RVL, respectively.

Background:

The vehicle and equipment purchases for this fiscal year are required to equip new positions and replace aging assets across several departments. The Public Information Office, HR/Risk Management and Community Development Departments will require additional vehicles, and other purchases will replace vehicles and equipment that have reached the end of their useful life. These vehicles have become increasingly unreliable due to age and high mileage. All purchases were approved for the current FY25 budget.

Budgetary Impact

PSD recommends approval to purchase six vehicles and five pieces of equipment in the amount of \$1,107,578.92, as broken down below:

Department/Division	Vehicle Type	Cost	GL Account
Stormwater	Backhoe	\$148,254.00	403-38-01-538-64-30
Stormwater	Dump Truck	\$95,673.00	403-38-01-538-64-30
Sewer	Camera Truck	\$456,841.92	402-35-02-535-64-30
Sewer	4" Pumps (2)	\$122,336.00	402-35-02-535-64-30
Fleet	Service Truck	\$88,063.00	506-39-03-539-64-20
Finance	Maverick	\$30,600.00	506-39-03-539-64-20
Grounds	Pick Up (4x4)	\$66,948.00	506-39-03-539-64-20
Risk/HR	Ranger	\$37,663.00	506-39-03-539-64-20
Marketing	Maverick	\$30,600.00	506-39-03-539-64-20
Community Development	Maverick	\$30,600.00	506-39-03-539-64-20

	Total Cost	\$1,107,578.92	
--	-------------------	-----------------------	--

Recommendation

Public Services recommends City Commission approval of a resolution for the purchase of six vehicles and five pieces of equipment utilizing awarded vendors and the pricing under the FSA Contracts FSA24-VEL32.0, FSA23-EQU21.0 and Sourcewell contract number #120721-RVL.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF SIX FORD VEHICLES AND FIVE PIECES OF HEAVY EQUIPMENT IN THE AMOUNT OF ONE MILLION ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND NINETY TWO CENTS (\$1,107,578.92) FROM BOZARD FORD, DOBBS EQUIPMENT, JET VAC EQUIPMENT, AND THOMPSON PUMP WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACTS FSA24-VEL32.0, FSA23-EQU21.0 AND SOURCEWELL CONTRACT #120721-RVL, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission and 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 \$50,000.00; and

WHEREAS, the Fiscal Year 2024-25 Adopted Budget provides funding for the purchase of new and replacement vehicles and equipment for Public Services, Finance, Marketing, HR/Risk, and Community Development with funding appropriated in the Stormwater Fund, Sewer Fund, and Fleet maintenance Fund; and

WHEREAS, the Public Services Director has determined that the vehicle and equipment purchases can be made at the lowest cost to the City utilizing pricing under the Florida Sheriff’s Association (FSA) contract FSA24-VEL32.0 from Bozard Ford, under FSA contract FSA23-EQU21.0 from Dobbs Equipment and Thompson Pump, and under Sourcewell contract #120721-RVL from Jet Vac Equipment; and

WHEREAS, the City Administration recommends that the City Commission authorize the procurement of vehicles and equipment from Bozard Ford, Dobbs Equipment, Jet Vac Equipment, and Thompson Pump, without competitive bidding and without advertisement for bids, using FSA and Sourcewell Contracts in accordance with “Exhibit A: Schedule of Vehicle and Equipment Purchases”.

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 Commission authorizes the purchase of six Ford vehicles and five pieces of heavy equipment using FSA Contracts FSA24-VEL32.0 and FSA23-EQU21.0 valid through September 30, 2025 and Sourcewell Contract #120721-RVL valid through January 17, 2027, in the total amount of One Million One Hundred Seven Thousand Five Hundred Seventy Eight Dollars and Ninety Two Cents (\$1,107,578.92).

Section 3. That funding for this purchase is available and appropriated in the Fiscal Year 2024-25 Adopted Budget as follows and in accordance with “Exhibit A”:

403-38-01-538-64-30	\$ 243,927.00
402-35-02-535-64-20	\$ 579,177.92
<u>506-39-03-539-64-20</u>	<u>\$ 284,474.00</u>
Total	\$ 1,107,578.92

Section 4. That the City Commission authorizes the proper City officials to execute the necessary documents for the purchases.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Archibald J. Ryan IV _____

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit A

Schedule of Vehicle and Equipment Purchases

Division	Item	Vendor/Contract	Cost	GL Account
Stormwater	Backhoe	Dobbs Equipment / FSA23-EQU21.0	\$148,254.00	403-38-01-538-64-30
Stormwater	Dump Truck	Bozard Ford / FSA24-VEL32.0	\$95,673.00	403-38-01-538-64-30
Sewer	Camera Truck	Jet-Vac Equipment / Sourcewell #120721-RVL	\$456,841.92	402-35-02-535-64-30
Sewer	4" Pumps (2)	Thompson Pump / FSA23-EQU21.0	\$122,336.00	402-35-02-535-64-30
Fleet	Service Truck	Bozard Ford / FSA24-VEL32.0	\$88,063.00	506-39-03-539-64-20
Finance	Maverick		\$30,600.00	506-39-03-539-64-20
Grounds	Pick Up (4x4)		\$66,948.00	506-39-03-539-64-20
Risk/HR	Ranger		\$37,663.00	506-39-03-539-64-20
Marketing	Maverick		\$30,600.00	506-39-03-539-64-20
Community Development	Maverick		\$30,600.00	506-39-03-539-64-20
		Total Cost	\$1,107,578.92	

Total Authorized Purchases by Vendor:

Bozard Ford: \$ 380,147.00

Dobbs Equipment \$ 148,254.00

Jet-Vac Equipment \$ 456,841.92

Thompson Pump \$ 122,336.00



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks & Recreation

SUBJECT: Authorizing an agreement for the purchase of pool operations and lifeguard services from One Stop Aquatic Safety, LLC, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Homestead, Florida invitation to bid (ITB) 202120.

Request:

The Department of Parks and Recreation is requesting the approval of an agreement for the purchase of pool operations and lifeguard services from One Stop Aquatic Safety, LLC, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Homestead, Florida invitation to bid (ITB) 202120 in the amount of five hundred twenty-nine thousand six hundred and ninety-seven dollars (\$529,697.00).

Background:

The City passed and adopted an agreement with USA Management, LLC on May 24, 2022, Reso No. 2022-086 for lifeguard and pool services. Commission awarded the bid to USA Management, LLC in an annual amount not to exceed Three Hundred Seventy-Seven Thousand Five Hundred Thirty Dollars (\$377,530.00) with an annual CPI increase.

Over the past two years the Parks and Recreation Department has closely monitored and evaluated the services provided by USA Management LLC for the day-to-day operations of the City's pools.

For the last several months, the Department along with Finance, Legal and Procurement have worked to come to terms with the new annual fee, as USA Management has requested a significant increase. We have been unable to settle to an agreement on their fees and they continue to fall short of the department expectations.

The Parks and Recreation Department has worked with Finance, Legal, and Procurement to seek additional vendors for Pool Operation and Lifeguard Services. The Department is recommending to piggyback off the City of Homestead, Florida request for proposals (ITB) No. 202120 for lifeguard and pool operations with One Stop Aquatic Safety, LLC. One Stop Aquatic Safety, LLC, has a significant amount of experience managing and operating pools, not just with the City of Homestead but with the Marriott Hotels & Resorts. The Department is requesting the approval of an agreement for pool operations and lifeguard services from One Stop Aquatic

Safety, LLC.

Budgetary Impact

Funding is appropriated and available in the general fund, Recreation Department, PJ Meli Aquatics Division Contract Services No. 001-72-06-572-34-10.

Recommendation

The Department recommends approval of an agreement for the purchase of pool operations and lifeguard services from One Stop Aquatic Safety, LLC, without competitive bidding and without advertisement for bids, by utilizing the pricing under the City of Homestead, Florida invitation to bid (ITB) 202120 in the amount of five hundred twenty-nine thousand six hundred and ninety-seven dollars (\$529,697.00).

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF POOL OPERATIONS AND LIFEGUARD SERVICES FROM ONE STOP AQUATIC SAFETY, LLC, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF HOMESTEAD, FLORIDA INVITATION TO BID (ITB) 202120 IN THE AMOUNT OF FIVE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED AND NINETY-SEVEN DOLLARS (\$529,697.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission and 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 \$50,000.00; and

WHEREAS, the City is seeking proposals from qualified firms to provide lifeguard and aquatics management services at the City’s pools located at PJ Meli Aquatic Complex and CW Thomas Park; and

WHEREAS, the Parks and Recreation Department has obtained a proposal from One Stop Aquatic Safety, LLC for the services in the total amount of Five Hundred Twenty-Nine Thousand Six Hundred and Ninety-Seven Dollars (\$529,697.00) utilizing pricing under the City of Homestead ITB No. 202120 entitled “Pool Operations and Lifeguard Services”, which proposal and piggyback agreement has been deemed by staff to be the most responsive and responsible and are incorporated by reference and attached as “Exhibit A”; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and authorize the procurement of the services from One Stop Aquatic Safety, LLC utilizing the City of Homestead ITB No. 202120 based on the staffing plan recommended by the Parks and Recreation Director.

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

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

Section 2. That the proper City officials are authorized to execute the Agreement for the procurement of the services from One Stop Aquatic Safety, LLC under the City of Homestead (ITB) No. 202120, which Agreement is attached and incorporated by this reference as “Exhibit A”.

Section 3. That the annual proposal amount of Five Hundred Twenty-Nine Thousand Six Hundred and Ninety-Seven Dollars (\$529,697.00) shall be funded through the General Fund PJ Meli Aquatics Division Contractual Services Account No. 001-72-06-572-34-10, which proposal is attached and incorporated by this reference as “Exhibit B”.

Section 4 That upon approval of this Resolution, General Fund Unassigned Reserves (Account No. 001-00-00-389-90-01) in the amount of One Hundred Seventy Seven Thousand Dollars (\$177,000.00) will be appropriated to PJ Meli Aquatics Division Contractual Services Account No. 001-72-06-572-34-10, which consists of the amount needed to cover the cost of the new agreement with One Stop Aquatic Safety, LLC for approximately eight and one half (8 ½) months of fiscal year 2024-25.

Section 5. That all services procured under the Agreement shall be pursuant to the terms and pricing provided under the City of Homestead ITB No. 202120, which ITB is attached and incorporated by this reference as “Exhibit C” and the total cost may change from year to year based on the actual staffing plan and pool operating schedule.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution shall be repealed to the extent of such conflict.

Section 7. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
ONE STOP AQUATIC SAFETY, LLC TO PROVIDE POOL MANAGEMENT
SERVICES UNDER THE CITY OF HOMESTEAD SOLICITATION NO. 202120.**

This is an Agreement (“Agreement”) dated _____, 2025, 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 One Stop Aquatic Safety, LLC (Contractor), a Florida limited liability company with an address of 4345 NE 12 Terrace, Oakland Park, Florida, 33334 contact name Maykel Rodriguez, Maykel@1stoppoolpros.com.

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 contract issued under Solicitation No. 202120, between the City of Homestead and the Contractor, a copy of which is attached as Exhibit “A”, and made a part of and is 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 entity for such purchases, then Contractor shall provide such lower rates to the City.
2. The Contractor’s pricing is attached as Exhibit B and made a part of and is incorporated into this Agreement by this reference.
3. The current Agreement between the City of Homestead and the Contractor, expires September 30, 2025. Should the City of Homestead renew with the Contractor for the second renewal option through September 30, 2026, the City shall also be able to use the extended contract for the duration of the extension.
4. Any reference to the City of Homestead throughout Exhibit A is replaced with the City of Dania Beach.
5. The location of the services will be:

PJ Meli Park Aquatic Complex
2901 Southwest 52 Street
Dania Beach, Florida 33312

6. Governing Law: This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City’s Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

7. Notices: Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Eve A. Boutsis City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Maykel Rodriguez, President
One Stop Aquatic Safety, LLC
4345 NE 12 Terrace
Oakland Park, Florida 33334

8. Any insurance policy required pursuant to Exhibit A, Section 3.5, would name the City of Dania Beach as additional insured. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.
9. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:
One Stop Aquatic Safety, LLC
a Florida limited liability company

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by Mykal Rodriguez, as President of One Stop Aquatic Safety, LLC, who is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Proposal for Public Pool Management

PRESENTED BY **ONE STOP AQUATIC SAFETY, INC.**

Prepared for:

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
2901 SW 52nd Street, Dania Beach, FL 33312

Cassie Ramos, Director of Parks and Recreation
Sasha Ramos, Procurement Manager
Franky Lazo, Deputy Director of Parks and Recreation

Document No. SFNQS-CSKTB-M2ZJD-V4UJU
Date Sent: 12/20/2024

Prepared by:

Maykel Rodriguez
President
One Stop Aquatic Safety
4345 NE 12th Terrace, Oakland Park, FL 33334
(305) 401-5048
Maykel@onestoppoolpros.com

Proposal for Public Pool Management

Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex



Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 12/20/2024

1.0 DEFINITIONS

Wherever these words occur in this specification, they shall have the following meanings:

A.	SPECIFICATION:	General information, general requirements, specific requirements, any any supplements, drawings, sketches and data sheets, attached or referenced, comprise the complete specification
B.	OWNER:	CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
C.	PHYSICAL ADDRESS:	2901 SW 52nd Street, Dania Beach, FL 33312
D.	CONTRACTOR:	One Stop Pool Pros, Inc.
E.	WORK:	All Public Pool Management services as specified, implied or directed
F.	AS DIRECTED:	Instructions from the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
G.	BY OTHERS:	Work by others is not part of this contract
H.	APPROVAL:	Approval by CITY OF DANIA BEACH - P.J. Meli Aquatic Complex in it's discretion
I.	EXTRA WORK:	Work above Contractor's normal scope of work. Compensation for "extra work" will be made by the Owner's Representative.

2.0 GENERAL REQUIREMENTS

Amenities to be serviced:

Competition Pool

Child's Pool

Total of two (2) bodies of Water

2.01 SERVICE SCHEDULE

Public Pool Management Services will be performed year-round, at a frequency of seven (7) days per week.

2.02 COUNTY GUIDELINES & REQUIREMENTS

MANDATED POOL CLOSURES: Fecal accidents are a concern and an inconvenience to bathers. Should fecal matter, vomit, or deceased animal matter be reported in the pool, One Stop Aquatic Safety, Inc. technicians will follow Health Department guidelines for mandatory pool closure and water treatment. Pool closures allow the chemicals to effectively kill harmful bacteria and help prevent Recreational Water Illnesses (RWIs).

Understanding that pool closure is necessary for proper disinfection and the protection of swimmers' health and safety will promote bather support. For more details on required closure times and guidelines, please contact our office directly. "POOL CLOSED" signs will be posted on all pool gates to alert residents of any pool closures. The gates will remain unlocked during this time to ensure that Fire & Rescue, Police, and other officials have 24-hour access to respond to any accident or emergency call. Restricted access cannot be permitted for these officials.

2.03 SCOPE OF WORK

This specification establishes the standard for Public Pool Management at CITY OF DANIA BEACH - P.J. Meli Aquatic Complex, and can be reviewed in **Addendum A**.

2.04 ACCESS

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex agrees to provide One Stop Aquatic Safety, Inc. parking for all personnel while working and within the property at no charge during service. CITY OF DANIA BEACH - P.J. Meli Aquatic Complex also agrees that One Stop Aquatic Safety, Inc. Inspectors, Auditors and all Company Representatives in general will be provided parking at no charge while conducting business on behalf of One Stop Aquatic Safety, Inc. CITY OF DANIA BEACH - P.J. Meli Aquatic Complex.

2.05 CONTRACT TERMS

The agreement shall continue in perpetuity until cancelled. Initial proposed pricing is subject to change without notice. Adjustments will be based on changes in contractors cost. This Public Pool Management contract is subject to thirty (30) days written notice of cancellation with or without cause by either party. Upon written notice of cancellation, CITY OF DANIA BEACH - P.J. Meli Aquatic Complex, prior to service cessation, will pay all balances in full immediately upon notice.

2.06 PAYMENT

INVOICE SUBMISSION & PAYMENT TERMS COMMENCING WEEK 1

Payment by the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex will be made to the contractor by the first (1st) of each month for the current month. Any work performed as "extra work" shall be approved in advance, in writing, by the CITY OF DANIA BEACH - P.J. Meli Aquatic Complex and will be billed on a separate invoice (one copy) with a detailing of the service, location and appropriate detail of labor and materials provided. Payment shall be made upon verification of completion of the services per contract as per the terms of the agreement. **A 4.5% finance charge will be automatically applied to balances exceeding forty-five (45) days.**

PAYMENT METHODS: Payments may be made to One Stop Aquatic Safety, Inc via check, credit card or online payment via our secure website, or scheduled bank wire, if applicable.

3.0 INSURANCE & INDEMNITY

One Stop Aquatic Safety, Inc. shall provide the insurance coverage specified below. The insurance company providing required insurance coverage will be required to provide CITY OF DANIA BEACH – P.J. Meli Aquatic Complex with immediate thirty (30) day notice of cancellation regarding any policy. Unless otherwise advised by CITY OF DANIA BEACH – P.J. Meli Aquatic Complex, CITY OF DANIA BEACH – P.J. Meli Aquatic Complex shall be named as additional insured. All policies shall be written with insurance companies authorized to write business in the State of Florida and have a minimum AM Best Rating A-IX unless approved in writing by CITY OF DANIA BEACH – P.J. Meli Aquatic Complex. The AM Best Rating of each carrier should be specified on the appropriate certificate of insurance.

All insurance providing required coverage such coverage shall be in place at all times during the performance of the Public Pool Management, and shall have the following minimum terms:

- **General Liability:** Coverage shall be written on an occurrence basis providing, \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in the general aggregate, \$5,000 medical expense and \$2,000,000 coverage for products/completed operations. The policy shall provide coverage for contractual liability and shall contain no exclusion for “XCU.” The coverage must be written on ISO Form CG 00 01 12 07 or its equivalent. The policy shall not contain any deductible.
- **Automobile Liability:** Covering any liabilities of One Stop Pool Pros, Inc. Miami with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 03 with a limit at least equal to \$1,000,000 per accident, bodily injury and property damage combined.
- **Workers’ Compensation:** One Stop Pool Pros, Inc. Miami shall maintain Workers’ Compensation Insurance, as required by Florida law.
- **Umbrella Excess Liability:** Following form of underlying General Liability policies, with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate. No aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.

PRICING



Proposal for Public Pool Management

Prepared for CITY OF DANIA BEACH - P.J. Meli Aquatic Complex

Provided by One Stop Aquatic Safety, Inc.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 12/20/2024

PROPOSED STAFF PAY AND BILL RATES

STAFF PAY RATES	Staff Pay Rates	Bill Rates	Markup
Aquatic Manager	\$25.00/Hour	\$42.50/Hour	70%
Lifeguard	\$18.00/Hour	\$29.70/Hour	65%
Lifeguard Water Safety Instructor	\$20.00/Hour	\$34.00/Hour	65%

ESTIMATED BILL RATES

SCOPE OF WORK	SERVICED BODIES OF WATER
YEAR-ROUND PUBLIC POOL MANAGEMENT Seven (7) Days Per Week M-F: 9am-9pm, Sat-Sun: 9am-6pm Staff would be scheduled 30 minutes before opening until 30 minutes after closing. All chemicals, equipment and supplies to be provided by CITY OF DANIA BEACH - P.J. Meli Aquatic Complex	Competition Pool Child's Pool Total of two (2) Body of Water
COST BREAKDOWN	Cost Estimates
Peak Season Staffing (May–September): 1 Aquatic Manager, 3 Lifeguards	\$246,092.00
Slow Season Staffing (October–April): 1 Aquatic Manager, 2 Lifeguards	\$259,845.00
Swim Central Learn-to-Swim Program (12 Week): 2 Swim Instructors, 6 hours/day	\$23,760.00
The total <u>estimated cost</u> for the year with expenses distributed across three operational areas:	\$529,697.00

May to September					
	Monday thru friday			Saturday & Sunday	
	Hourly Bill Rate			Hourly Bill Rate	
Manager	\$ 42.50	\$ 552.50	Manager	\$ 42.50	\$ 425.00
Lifeguard	\$ 29.70	\$ 1,158.30	Lifeguard	\$ 29.70	\$ 891.00
	Daily	\$ 1,710.80		Daily	\$ 1,316.00
	Week Cost	\$ 8,554.00		Weekend Cost	\$ 2,632.00
				Total	
				Week Total	\$ 11,186.00
				Monthly	\$ 49,218.40
				Total	\$ 246,092.00

October thru April					
	Monday Thru Friday			Saturday and Sunday	
	Hourly Bill Rate			Hourly Bill Rate	
Manager	\$ 42.50	\$ 552.50	Manager	\$ 42.50	\$ 425.00
Lifeguard	\$ 29.70	\$ 772.20	Lifeguard	\$ 29.70	\$ 594.00
	Daily	\$ 1,324.70		Daily	\$ 1,019.00
	Week Cost	\$ 6,623.50		Weekend Cost	\$ 2,038.00
				Total	
				Week Total	\$ 8,661.50
				Monthly	\$ 37,120.71
				Total	\$ 259,845.00

Swim Lessons Swim Central					
Swim Instructor	Monday Thru Friday				
	Hourly Bill Rate				
	\$ 33.00	\$ 66.00	cost per hour 4 Swim Instructors		
	\$ -				
	Daily	\$ 396.00	Cost per Day		
	Week Cost	\$ 1,980.00			
				Week Total	\$ 1,980.00
				Monthly	\$ 1,980.00
				Total	\$ 23,760.00

PRICING IS VALID FOR THIRTY DAYS FROM THE DATE OF THIS PROPOSAL, OR THROUGH [Document.ExpirationDate].
One Stop Aquatic Safety, Inc. may opt to re-quote the enclosed scope of work should approval extend past thirty (30) days.

Proposal No. SFNQS-CSKTB-M2ZJD-V4UJU 12/20/2024

Page 7 of 11



ADDENDUM A & B

Scope of Work Public Pool Management

CITY OF DANIA BEACH - P.J. Meli Aquatic Complex
SFNQS-CSKTB-M2ZJD-V4UJU 12/20/2024

ADDENDUM A

	Service Description	Daily	Monthly	Quarterly
LG1	Provide lifeguards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements. Work days, hours, and number of lifeguards will vary from day to day operations and/or seasonally according to the expected number of persons using the pool facilities.	X		
LG2	Responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool; maintaining discipline in and around swimming pool to prevent accidents; maintaining an appropriate level of fitness for conducting rescue operations; administering cardiopulmonary resuscitation (CPR) and First Aid; directing communication and contact with swimmers and the general public; educating users when they are engaged in activities which may increase the risk of personal injury to themselves or others; cleaning and disinfecting the pool, decks, showers, locker rooms and equipment used for aquatic activities; writing reports of accidents and incidents; completing various facility checklists and forms; participate in department training activities and meetings; preparing the pool for various aquatic programs; tallying attendance and monitoring admission payments; presenting a professional appearance and attitude at all times; and maintaining a high degree of customer service. The Pool Lifeguard also performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		
LG3	Performs related duties as required and report directly to the Lead Lifeguard, the Recreation Programmer, the Operations Manager and the Parks Director. Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.	X		

	Service Description	Daily	Monthly	Quarterly
LG4	<u>Minimum Requirements</u> • 17 years of age • Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; and • Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer / Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; and • Must possess a current/valid Water Safety Instruction (WSI) certification or equivalent issued by the American Red Cross, or a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee. • Years of experience and additional certifications will determine salary. • Communication: Ability to speak, write, listen and secure information in a variety of settings. • Teamwork: Ability to work effectively with others to achieve optimal collective results. • Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience. • Self-Management: Ability to direct personal performance to achieve desired results. • Flexibility/Managing Change: Ability to know your environment, initiate and respond effectively to changing conditions.			

ADDENDUM B

	Service Description	Daily	Monthly	Quarterly
1	Vacuum, sweep and clean all submerged surfaces (i.e. stairs, walls, floors, etc.) of Pool(s).	X		
2	Cleanse the pools of dirt, scum and scale deposits.	X		
3	The sides and bottom of Pool(s) shall be kept free from slime and algae.	X		
4	Water surface is to be skimmed to remove floating debris.	X		
5	Remove and clean strainer baskets around Pools and in pump rooms.	X		
6	Brush submerged surfaces (such as walls, steps) for Pools.	X		
7	Maintain proper records in accordance with the state, local County, City or other prevailing Health Department regulations as to operation, chlorine level and pH level. Record to include service performed and chemicals used; said records are to be legible and are to be kept on premises in a protected location. The Contractor will maintain a journal of Pool testing that will itemize each Pool tested and in which the time, date and results will be recorded. The journal should list the normal values for the type of tester that is being used. Daily monitoring will be made available online and forwarded to property personnel daily.	X		

	Service Description	Daily	Monthly	Quarterly
8	Maintain all deck equipment and Pool equipment in safe, clean and good operating condition. Repairs to equipment must be approved in advance, and such repairs will be an additional charge.	X		
9	Perform water tests and maintain the following chemical parameter for the Pools being maintained. Test and record during each regular service for: Free chlorine, total chlorine and pH Test and record weekly the total alkalinity. Pool PH level of 7.2 to 8.0. Free chlorine residual must be maintained to at least 1.0 ppm (1.5 ppm if cyanuric acid is used as a stabilizer). Note: One Stop Pool Pros recommends that all bodies of water be equipped with chemical automation control units. These units monitor and maintain chemicals (chlorine, pH) at perfect levels with the use of sensors, and chemical feed pumps. This assures against any chemical damage to the plaster or equipment. Without these controllers chemical levels can not be guarantee due to the various factors that can cause chemical fluctuation. Total chlorine – same as free chlorine reading. Cyanuric Acid - must be a minimum of 40 ppm and will not exceed 100 ppm (Tested monthly) Total Alkalinity – 80-110 ppm. (Tested monthly) Calcium hardness – 200-600 ppm. (Tested monthly) Total Dissolved Solids (TDS) – Not to exceed 2500 ppm. (Tested monthly) Copper - maintained at a level of zero (0) Calcium Saturation Index - maintained at a level of -.5 and +.5 (Tested Monthly)	X		
10	Maintain correct water levels to assure effective skimming and prevent cavitation.	X		
11	Perform and record results of calcium hardness and cyanuric acid levels. Pool water should be drained if calcium hardness exceeds 600 ppm or if cyanuric acid exceeds 100 ppm. When drained, Pools will be inspected for damage, repaired as necessary, and refilled. Repairs required will be an extra charge.		X	
12	Pool equipment rooms shall be kept in a neat and sanitary condition at all times.	X		
13	Set thermostat(s) as requested by Owner for Pool operations, and maintain consistent temperatures.	X		
14	Adjust chemical feed system to assure continuous maintenance of chlorine and pH parameters. Chlorinators must be operational during all use periods.	X		
15	Properly set timers to assure operations during hours of use and for a minimum of 3 hours before and after use.	X		
16	Inspect gate closing locks and mechanisms. If in need of repair, secure them in a closed state and notify management immediately for instructions.	X		
17	Ensure proper emergency signage is posted at all times in accordance with city/county regulations.	X		
18	Notify Owner of any vandalism, theft, or damage to pool area, equipment, or related furnishings.	X		
19	Filters - Inspect and clean filters. The filters will be disassembled and cleaned in accordance with the cleaning instructions in the Diatomaceous Earth (DE) or Cartridge Filter Maintenance Instructions, if applicable.			X
20	Check drains and skimmer covers.	X		

	Service Description	Daily	Monthly	Quarterly
21	Check condition of safety signs, life rings, rope and safety hooks.	X		
22	Backwash Pools as necessary.	X		
23	Report all safety issues and/or any other equipment problems including, but not limited to: loose handrails, flow meters, water leaks, over and under heating, etc.	X		

INVITATION TO BID

POOL OPERATIONS AND LIFEGUARD SERVICES

ITB #202120

DUE DATE

Tuesday, April 27, 2021 at 2:00 p.m.

MANDATORY PRE-BID MEETING

Tuesday, April 20, 2021 at 10:00 a.m.



For information contact:

Procurement & Contract Services Division
450 SE 6th Avenue
Homestead, FL 33030

DATE ISSUED: 04/09/2021

TABLE OF CONTENTS

SOLICITATION SUMMARY	6
SOLICITATION RESPONSE FORM.....	7
SECTION 1- GENERAL TERMS & CONDITIONS	8
1.1 DEFINITIONS:	8
1.2 EXECUTION OF BID FORM:.....	10
1.3 NO BID:	10
1.4 TIE BIDS:.....	10
1.5 CLARIFICATIONS / INTERPRETATIONS:	11
1.6 CONE OF SILENCE:	11
1.7 BID OPENING:	13
1.8 AWARD OF CONTRACT:.....	14
1.9 CONTRACT EXTENSION(S):.....	16
1.10 OPEN-END CONTRACT:	17
1.11 SECONDARY/OTHER BIDDERS:	17
1.12 NON-EXCLUSIVITY:.....	17
1.13 WITHDRAWAL OF BIDS:	17
1.14 REJECTION OF BIDS:.....	17
1.15 PRICES QUOTED:	18
1.16 LOCAL PREFERENCE:	18
1.17 FORMS:	19
1.18 LIABILITY, INSURANCE, LICENSES AND PERMITS:.....	23
1.19 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION:	24
1.20 CERTIFICATES OF INSURANCE:	24
1.21 INDEMNIFICATION:	24
1.22 BID BOND:.....	24
1.23 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:	25
1.24 CITY WEBSITE:.....	25
1.25 BID TABULATIONS:	25
1.26 BILLING INSTRUCTIONS:	25
1.27 INCORRECT PRICING/INVOICES:	25
1.28 TAXES:	25
1.29 EQUIVALENTS:.....	25

1.30	SAMPLES:	26
1.31	SUBSTITUTIONS:	26
1.32	MISTAKES:	26
1.33	ESTIMATED QUANTITIES:	26
1.34	CONDITIONS AND PACKAGING:	26
1.35	INSPECTION, ACCEPTANCE & TITLE:	26
1.36	NOTE TO VENDORS DELIVERING TO WAREHOUSE:	27
1.37	QUALITY:	27
1.38	WARRANTY:.....	27
1.39	PRODUCT RECALL:	27
1.40	COMPLETE PROJECT REQUIRED:.....	28
1.41	SITE INSPECTION:.....	28
1.42	UNDERWRITERS' LABORATORIES:.....	28
1.43	AMERICAN MADE:	28
1.44	NON-CONFORMANCE TO CONTRACT CONDITIONS:	28
1.45	DISPUTES:	28
1.46	LEGAL REQUIREMENTS:	29
1.47	PATENTS AND ROYALTIES:	29
1.48	OSHA:.....	29
1.49	ANTI-DISCRIMINATION:	29
1.50	DEFAULT:	29
1.51	BIDDER'S FACILITIES:.....	29
1.52	DISCLAIMER:	29
1.53	EVIDENCE:.....	30
1.54	DEMONSTRATION OF COMPETENCY:	30
1.55	EMPLOYEES:.....	31
1.56	ASSIGNMENT:	31
1.57	OPTIONAL CONTRACT USAGE:.....	31
1.58	SPOT MARKET PURCHASES:.....	31
1.59	SUNSHINE LAW:	31
1.60	FORCE MAJEURE:.....	31
1.61	COLLUSION:	31
1.62	ELIGIBILITY:	32

1.63	PROPERTY:.....	32
1.64	TERMINATION FOR DEFAULT:.....	32
1.65	TERMINATION FOR CONVENIENCE:.....	32
1.66	SUB CONTRACTORS:	33
1.67	CONFIDENTIALITY:	33
1.68	GOVERNING LAW AND VENUE:	33
1.69	ATTORNEY’S FEES:.....	33
1.70	NO PARTNERSHIP OR JOINT VENTURE:	33
1.71	PARTIAL INVALIDITY:	33
1.72	PROVISIONS BINDING:	33
1.73	HEADINGS AND TERMS:.....	33
1.74	ENTIRE AGREEMENT:	33
1.75	AUDITS:	34
1.76	DAVIS-BACON AND ARRA:	34
1.77	MINIMUM WAGE RATES:	34
1.78	ORDER OF PRECEDENCE:	34
1.79	PUBLIC RECORD LAW:	34
	SECTION 2- SPECIAL CONDITIONS	36
2.1	PURPOSE:.....	36
2.2	PROJECT LOCATIONS:.....	36
2.3	PLANS:.....	36
2.4	CONTACT PERSON:.....	36
2.5	PRE-BID CONFERENCE:	36
2.6	SITE INSPECTION:.....	36
2.7	DUE DATE:.....	37
2.8	TERM OF CONTRACT:.....	37
2.9	METHOD OF AWARD:	37
2.10	RESPONSE TIME:	37
2.11	LOCAL PREFERENCE:	37
2.12	LIQUIDATED DAMAGES:.....	37
2.13	PAYMENT AND PERFORMANCE BOND:	37
2.14	PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:.....	37
2.15	PAYMENT:.....	37

2.16	ADDITIONS/DELETIONS OF UNITS:	38
2.17	AVAILABILITY OF FUNDS:	38
SECTION 3- INSTRUCTIONS TO BIDDERS		39
3.1	BID SUBMITTAL & REQUIRED FORMS:	39
3.2	ADDENDA:	39
3.3	EXCEPTIONS TO SPECIFICATIONS:	39
3.4	LICENSING:	39
3.5	INSURANCE REQUIREMENTS:	39
3.6	BID BOND:	45
3.7	REFERENCES:	46
3.8	WARRANTY/GUARANTEE:	46
3.9	BIDDER QUALIFICATIONS:	46
SECTION 4- TECHNICAL SPECIFICATIONS		49
SECTION 5- AFFIDAVITS/FORMS		59
BID FORM		60
BID BOND		62
PERFORMANCE SURVEYS		64
REFERENCE QUESTIONNAIRE		65
AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT		67
BUSINESS ENTITY AFFIDAVIT		68
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS		
PRIMARY COVERED TRANSACTIONS		71
DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT		72
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY		
CRIMES		73
NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE		75
SCRUTINIZED COMPANIES FORM		76
E-VERIFY		77
EXHIBIT A BIDDER QUALIFICATIONS		84

SOLICITATION SUMMARY

Solicitation Number	202120	
Title	Pool Operations and Lifeguard Services	
Issue Date	April 9, 2021	
Bid Due Date Deadline	Tuesday, April 27, 2021 at 2:00 p.m., EST.	
Mandatory Pre-Bid Meeting	Tuesday, April 20, 2021 at 10:00 a.m., EST. Refer to Section 2.5	
Question & Answer End Date	Tuesday, April 20, 2021 by end of business day, 5:00 p.m. EST.	
Contact	Procurement & Contract Services Division (305) 224-4620 Email: bids@cityofhomestead.com	
Submission Information	Bids must be submitted by mail or personally delivered by sealed hard copy marked on the outside with the Bid number and name at <u>City of Homestead City Hall, City Clerk's Office (First Floor), c/o Bids Department, Attn: Lilia Jaimes-Renteria, 100 Civic Court Homestead, FL 33030</u>. All Bids and all required product information and any other items as indicated in the following document must be returned, properly completed, and in a sealed envelope or your Bid may be disqualified. If more than one package is submitted, they should be marked 1 of 2, etc. All Bids must be received no later than Tuesday, April 27, 2021 at 2:00 p.m., EST. The responsibility for submitting Bids before the stated time and date is solely the responsibility of the Bidder. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence. Please use item response form below for the outer portion of your envelope or box to be submitted.	
Tentative Schedule	Issue/Advertisement	04/09/2021
	Pre-Bid Meeting	04/20/2021
	Due Date	04/27/2021
	COW	05/11/2021
	Council	05/26/2021
	Notice of Award	05/27/2021

SOLICITATION RESPONSE FORM

Bid #202120

Pool Operation and Lifeguard Services

Due Date

Tuesday, April 27, 2021 at 2:00 p.m.

Delivery Location

City of Homestead City Hall
City Clerk's Office (First Floor),
c/o Bids Department
100 Civic Court
Homestead, FL 33030

Submitted By:

(name of company and address)

For Official Use Only

Date and Time Received:

Received by: _____

SECTION 1- GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS:

When used in these Bid Documents (defined below) or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

1) Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

2) Advertisement for Bids: The public notice inviting the submission of Bids for the work.

3) Bid: The written offer of a Bidder to perform the Work.

4) Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

5) Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

6) Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

7) Bid Form: The form on which Bids are submitted.

8) Calendar Day: Everyday shown on the calendar.

9) Change Order: A) A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Architect/Engineer and approved by the City Manager and/or City Council. B) Any addition(s) to the Scope of Work or to a Purchase Order as a result of the Bid award that

adds additional costs must be brought to the City's attention and approved by the Procurement Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the City's attention and did not result in a Change Order approved by the Procurement Agent will not be honored.

10) Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

11) Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

12) Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Homestead and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

13) Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. The Contract Time shall be measured in Calendar Days.

14) City: City of Homestead, a municipal corporation of the State of Florida a political subdivision, Incorporated City within Miami-Dade

County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

15) City Manager: The Manager of the City of Homestead, Florida.

16) Days: Reference made to Days shall mean consecutive calendar days.

17) Lessee: Any individual, partnership or corporation having a tenant relationship with the City.

18) Liquidated Damages: The amount that the Contractor accepts, as stipulated herein, that will be deducted from the Contract Sum for each Calendar Day of delay due to a Non-excusable Delay.

19) Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin Contract work and establishing the date of commencement of the Work.

20) Owner: The term Owner as used in the Contract shall mean the City, but it excludes the regulatory departments of Development Services, Building Safety, Planning & Zoning, Development and Regulation (Building and Zoning); City Utilities, Departments of Miami Dade County, Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Department or their successors.

21) Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

22) Plans: The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which

are part of the Contract Documents.

23) Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

24) Subcontractor: Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

25) Substantial Completion: Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract Documents, so that the City may use the Work for the use for which it is intended or for such other use which the City in its sole discretion may determine to be appropriate under the circumstances, and only after receipt of the final certificate of occupancy.

26) Surety: The bonding company furnishing the Bonds required of a Bidder and of the Contractor.

27) Technical Specifications: The general term comprising all the written directions, provisions and requirements contained herein, entitled Technical Specifications, those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, and Change Orders that may be issued for the Contract, all describing the Work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such Work is to be performed.

28) Work: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the

Contractors duties and obligations imposed by the Contract Documents.

1.2 EXECUTION OF BID FORM:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way. Altered Bids will not be considered. Clarification of Bid submitted shall be in letter form, signed by Bidders and attached to the Bid.

1.3 NO BID:

If not submitting a Bid, respond by returning an original copy of the NO Bid Form, and check off the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: A Bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.

1.4 TIE BIDS:

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed

if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1.4.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

1.4.2 Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1.4.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1.4.1).

1.4.4 In the statement specified in subsection (1.4.1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

1.4.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

1.4.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.5 CLARIFICATIONS / INTERPRETATIONS:

A) Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement & Contract Services Manager, 450 SE 6th Avenue, Homestead, FL 33030; Fax: (305) 224-4639, or via email to Bids@cityofhomestead.com.

B) If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, and has questions or is in need of clarification concerning these Bid documents, the Bidder must submit to the City of Homestead's Procurement and Contract Services Division at least seven (7) calendar days prior to scheduled Bid opening, a "request for clarifications". All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery. The City will attempt to answer all questions submitted after said seven (7) days but cannot guarantee a response. Such questions must be sent to the Procurement & Contract Services Division via email to Bids@cityofhomestead.com in word format. NO QUESTIONS WILL BE RECEIVED OR ANSWERED VERBALLY.

C) Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Homestead Procurement and

Contract Services Division. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be posted on the City's website and Demandstar and emailed back to the requestor. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified.

D) The Bidder shall be required to acknowledge receipt of the Addendum by signing the addendum and including it with the Bid. Failure of a Bidder to include a signed Addendum in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other City representative.

1.6 CONE OF SILENCE:

Notwithstanding any other provision of these specifications, the provisions as set forth in of Section 2-411.2 "Cone of Silence," of the City of Homestead is applicable to this Solicitation. The "Cone of Silence" provides, as follows:

(1) **Definitions:** "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Bid, between:

- (1) a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and;
- (2) the City Councilmembers, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

(2) **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and Bid after the advertisement of said RFP, RFQ or Bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

(3) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special, CRA Board or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

(4) **Exceptions to Applicability:** The provisions of this section shall not apply to:

- (1) oral communications at Pre-Bid Conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Councilmembers during any duly noticed public meeting;
- (4) communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or Bid documents. The Bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or Bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the City Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of the Bidders regarding a particular Bid during the time period between the opening of Bids and the time the City Manager makes

his or her written recommendation;

(8) any emergency procurement of goods or services pursuant to City Code;

(9) responses to the City's request for clarification or additional information;

(10) contract negotiations during any duly noticed public meeting; 1.7

(11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

(12) Contract negotiations between city staff and individuals or representatives of entities that have proposed to enter into a public-private partnership with the city in accordance with F.S. § 255.065, as amended from time to time.

- a. **Penalties:** Violation of this section by a particular Bidder or proposer shall render any RFP award, RFQ award or Bid award to said Bidder or proposer voidable by the City Council or City Manager. Any person who violates a provision of this section may be prohibited from

serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

- 1.6.1 Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

BID OPENING:

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. The time /date stamp clock located in the City Clerk's office shall serve as the official authority to determine lateness of any solicitation. It is the Bidder's responsibility to assure that his Bid is delivered at the proper time and place of opening. It is the Bidder's responsibility to assure the Bid name and number is on the outside of the package and all numbered pages of Bid, all attachments thereto and all addenda released are received prior to submitting a Bid. All Bids are subject to the conditions specified herein on the attached Bid Documents and on any addenda issued thereto. Bids which for any reason are not so delivered will not be considered.

A) All Bids received after the time specified shall be returned, unopened. The responsibility for submitting Bids before the stated time and date is solely the responsibility of the proposer. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

B) Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are

subject to the conditions specified herein and on the attached General Conditions, Special Conditions, Technical Specifications and Bid Form.

- C) The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and addressed to the "Procurement & Contract Services Division". Faxed or Emailed Bids will not be accepted.
- D) Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Homestead.
- E) The City of Homestead cannot be responsible for Bids received after opening time and encourages early submittal. Late Bids shall be rejected.

1.8 AWARD OF CONTRACT:

- A) Award will be made only to responsible, licensed contractors possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

Contractors submitting Bids must be regularly engaged in the trade or trades relating to the Bids submitted.

- B) The contract will be awarded to the *lowest* responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most

advantageous to the City of Homestead. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

- C) In the best interest of the City of Homestead, the City reserves the right to reject all Bids or any portion of any Bid they deem necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of these Bid Documents shall conform to applicable Florida Statutes.
- D) Bid prices should be submitted with the understanding that the City of Homestead is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.
- E) The City shall award a contract to a Bidder through action taken by the City of Homestead City Council at a duly authorized meeting. Acceptable Bids which are for an amount not exceeding \$25,000 will not have to go through Council and may be awarded by the City Manager or the Procurement & Contract Services Manager. This action shall be administratively supported by a written award of acceptance and the issuance of a Purchase Order, mailed or otherwise furnished to the successful Bidder; which shall constitute a binding

contract without further action by either party.

- F) The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, Addenda and the Purchase Order are collectively an integral part of the contract between the City of Homestead and the successful Bidder.

While the City of Homestead City Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in Section 2-Special Conditions of this Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement & Contract Services Manager, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- G) The Term of the Contract shall be stipulated in the Purchase Order, which is issued to the successful Bidder(s). Where there is a conflict between the contractual period stipulated in the Solicitation and the

contractual period stipulated on the Purchase Order, the Bid shall prevail. If the contract involves a single shipment of goods to the City, the contract term shall be concluded upon completion of expressed and implied warranty periods.

- H) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in the Special Conditions and include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.

- I) The City reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated

and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

J) The City of Homestead reserves the right not to award or to reject Bids from Bidders that are currently in litigation with the City of Homestead or as a result of any prior lawsuits.

K) Bidder must bid on all items listed on the Bid Form to qualify for award of the Contract. Bid will be awarded on an all or nothing basis.

1.9 CONTRACT EXTENSION(S):

1) The contract terms and extension(s) are specified in the Special Conditions of this Bid. The City Manager may renew the Contract subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be e-mailed thirty (30) to one-hundred fifty (150) calendar days in advance of expiration date of this Contract. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement & Contract Services Manager. The extension period shall not extend for more than ninety (90) days beyond the

expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect under the contract when this extension clause is invoked by the City.

2) The City reserves the right to exercise the option to renew a term Contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in Section 2-Special Conditions, include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declare the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year. The City reserves the right to automatically extend the Contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized

signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

1.10 OPEN-END CONTRACT:

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The City of Homestead reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

1.11 SECONDARY/OTHER BIDDERS:

The City reserves the right in the event the primary Bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.12 NON-EXCLUSIVITY:

It is the intent of the City to enter into agreement with the successful Bidder that will satisfy its needs as describe herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.13 WITHDRAWAL OF BIDS:

No Bid can be withdrawn by a Bidder after it is filed with the Clerk, during the period stipulated in the advertisement for Bids, unless the Bidder makes the request in writing to the City Clerk and the request is received prior to the time set for the opening of Bids.

1.14 REJECTION OF BIDS:

A. Bids that do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents, may be rejected by the City.

B. Bids which are not responsive to the Bid Documents shall be rejected by the City.

C. Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.

D. Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.

1. Bid submitted on a form other than that furnished by the City;
2. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names;
3. Evidence of collusion among Bidders;
4. Previous participation in collusive bidding on work for the City;
5. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;
6. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the work as

required by the Contract Documents. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the City, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;

7. Lack of capability as shown by past performance of Bidder's work for the City, judged from the standpoint of workmanship and progress;
8. Unfinished work for which the Bidder is committed by contract, which, in the judgment of the City, might hinder or prevent the prompt completion of work under this Contract if awarded to such Bidder;
9. Being in arrears upon any debt, taxes or any existing contract(s) which are defaulted as surety or otherwise upon any obligation to the City, or having been sued to enforce the City's rights on a construction contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous contract with the City;
10. If the Bid does not contain a bid price for each pay item listed in the Bid Form, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price; and
11. If the Bid is not accompanied by the Bid Bond.

1.15 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. / C.I.F. destination, freight

prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s).

1.16 LOCAL PREFERENCE:

In accordance with City Code Section 2-411, there shall be a fifteen (15%) percent local preference given to local businesses who are holders of current city local business tax receipts for businesses which are physically located within the city limits of Homestead and have held such local business tax receipts for a minimum of one year prior to asserting the local preference. Said fifteen (15%) percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the purchasing department in rating competitive quotations, bids or proposals which are governed by this section of the Code of the city. The local preference shall not apply if the solicitation specifications of the city so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:

- (1) No local preference for competitive quotations, bids or requests for proposals shall be applied where prohibited by law, regulation or applicable agreement.
- (2) That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the city

council shall not reject the low bid solely based upon the locale of the said business. Under a competitive process solicitation, when a responsive, responsible non-local business submits the lowest price offered, and the offer submitted by one or more responsive, responsible local businesses is within fifteen percent (15%) of the price submitted by the non-local business, each of the aforementioned responsive, responsible local businesses shall have the opportunity to submit, within five (5) working days of notice of intent to award a best and final offer equal to or lower than the amount of the low offer previously submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid, quote or proposal. In the case of a tie in the best and final bid, quote or proposal between a local business and a non-local business, contract award shall be made to the local business. In the case of a tie in the best and final bid quote or proposal between two or more local businesses, the contract shall be awarded in accordance with procedures established by the City Manager.

1.17 FORMS:

A) BID FORM:

Bidders submitting a Bid must complete and sign the Bid Form attached. Submittal of a Bid will constitute a binding offer to contract under the terms and conditions set forth herein and must remain open for the period stipulated under "Bids Binding." No Bid will be considered without an executed Bid Form.

B) STATEMENT OF NO BID:

Bidders in receipt of a bid notice that are not able to bid for any reason whatsoever, must complete the NO BID form attached hereto prior to the stipulated bid opening deadline.

**C) AMERICANS WITH
DISABILITIES ACT OF 1990:**

**Equal Opportunity for Individuals with
Disability**

The Contractor and the City of Homestead, (hereafter "owner") shall agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this Contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In

any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this Contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement,

nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

D) BUSINESS ENTITY

DISCLOSURE STATEMENT:

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent, domestic partner, stepmother, stepfather, or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder or as defined by Miami Dade County. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City Manager upon advice of the City Attorney. Further, Bidder or Vendor recognizes that with respect to this transaction or Bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or

Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

E) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS:

The Bidder certifies by submission of the Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the City of Homestead, Miami-Dade County, the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its Bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid to contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The City may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

F) DRUG-FREE WORKPLACE AFFIDAVIT:

In the event of identical tie low Bids; preference shall be given to businesses with drug-free workplace programs. Bidders with such programs shall complete and submit the attached form with Bid.

All persons and entities that contract with City of Homestead are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

G) PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier,

sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

H) PERFORMANCE SURVEYS:

The City conducts monthly, quarterly and post project performance surveys for vendors whom are awarded Bids and contracts. Surveys will be sent to the user-departments and will be used as a monitoring device to gauge performance and to utilize when awarding or renewing contracts.

I) REFERENCE QUESTIONNAIRES:

Bidders shall provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their Bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Only forms completed by the client references themselves will be considered. No Bid will be considered without the minimum required completed questionnaires as specified in Section 3 – Instructions to Bidders, of these Bid Documents.

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

J) NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE:

In compliance with Florida Statutes §119.071(5), the City of Homestead

Procurement & Contracts Division collects and uses your Social Security number in performance of the City's duties and responsibilities.

A Social Security number is only used for legitimate employment business purposes in compliance with completing a Vendor Application in lieu of a Federal Employer Identification Number (FEIN).

K) VENDOR APPLICATION/ BIDDER LIST:

The Procurement & Contract Services Division maintains a list of prospective vendors and bidders classified by commodity or service. You may be placed on this list by completing the City's vendor application and commodity listing detailing the items or services that you provide. To assure that you are included under all of the appropriate categories, we ask that you be specific about the items or services that you provide. The City provides three ways to obtain a vendor application:

- 1) Attached with this document;
- 2) By visiting the City's web site at: www.cityofhomestead.com
- 3) By visiting the Procurement & Contract Services Division office.

L) W9 FORM:

Bidder shall provide a completed W9 tax form which certifies an individual's tax identification number. A tax identification number (TIN) is the Social Security number of an individual or the Employer Identification Number of a business, fiduciary or other organization. This form must also be present in a brokerage account's files to avoid backup withholding by the IRS.

M) SCRUTINIZED COMPANIES:

A) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C) The Contractor agrees to observe the above requirements for

applicable subcontracts entered into for the performance of work under this Agreement.

D) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

1.18 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidder is required to enter or go onto City property to deliver materials or perform the Work, it must be properly coordinated in advance and the Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor (or agent) or any person the Contractor has designated in the completion of the Contract.

The Bidder shall obtain and pay for all certificates of competency, licenses, insurance, permits, inspection fees, and any other certification necessary or required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Building, mechanical, electrical, plumbing and structural permit plans or installations which are reviewed by a third party are subject to fees. Those fees required by the County [i.e.] fire, impact fees, DERM, code compliance, and State fee's and surcharges are the responsibility of the Contractor and cannot be waived by the City. The Bidder shall comply with all laws, ordinances, regulations and building

code requirements applicable to the work contemplated herein.

1.19 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION:

The Contractor shall be responsible for obtaining and maintaining throughout the Contract period his or her city or county business tax receipts. Each Bidder submitting a Bid on this Invitation to Bid shall include a copy of the company's business tax receipt with the Bid response. For information specific to City of Homestead business tax receipt, please call Development Services at (305) 224-4504. If the Contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.20 CERTIFICATES OF INSURANCE:

After acceptance of Bids, the City will notify the successful Bidder to submit a certificate(s) of insurance naming the City as an additional insured. Contractor shall provide and maintain insurance coverage as required herein in-force until all the Work to be performed under the Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the

insurance coverage set forth in Section 3.5 Insurance.

1.21 INDEMNIFICATION:

To the fullest extent permitted by law the Bidder shall hold harmless, defend at its own expense, and indemnify the City, its officers, agents, employees, directors, independent contractors, volunteers, successors and assigns and other authorized representatives from and against any and all liability, claims, demands, damages, losses, expenses, including reasonable attorney's fees, arising from all acts or omissions, misfeasance, or malfeasance of the Bidder, or its officers, agents, servants, independent contractors or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the Bidder connected with the Bid or the performance of any agreement resulting from this Bid, whether by act or omission of the Bidder, its agents, servants, employees or others; and including those claims or liabilities arising from City's negligence, except to the extent said claim or liability is caused by the sole negligence or intentional wrongful act of the City or City's agents or employees.

These indemnification provisions are independent of and shall not in any way be limited by the insurance contracts required by this Contract and does not in any way relieve Bidder from liability under this section.

1.22 BID BOND:

If the base Bid or the base Bid plus the sum of any alternates exceed \$100,000.00, the Bidder shall enclose a certified check, cashier's check, treasurer's check, bank draft or Bid bond in the amount of not less than ten percent (10%) of the Bid, payable to the City as

a guarantee for the purpose set out in Section 3 – Instructions to Bidders. *(Failure to submit a Bid Bond will result in disqualification).*

1.23 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

If the contract award amount exceeds \$200,000.00, a Performance Bond and Labor and Material Payment Bond will be required and will be issued within ten (10) days upon issuance of a notice of award in the form(s) required herein, and written by a surety licensed in Florida and acceptable to the City. Bidder shall provide evidence of sufficient bonding capacity with its Bid in the form required herein. Failure to provide such evidence may result in rejection of the Bid.

1.24 CITY WEBSITE:

Bids, addenda, Bid tabulations, lists of Pre-Bid Conferences attendees and other information are available on the Procurement and Contract Services Division's "Bid's & RFP's" page, which can be found at:

www.cityofhomestead.com/bids.aspx

1.25 BID TABULATIONS:

Bid tabulations are posted on the City website at www.cityofhomestead.com.

1.26 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order number and respective Bid number and shall be submitted to the City of Homestead (100 Civic Court, Homestead, FL 33030) with the requesting Department labeled on the mailing envelope.

1.27 INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Bid Form and/or

Purchase Order, must be brought to the attention of the Procurement Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the City's attention and did not receive written approval via a Change Order issued by the Procurement Agent will not be honored.

1.28 TAXES:

The City of Homestead is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.29 EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified in the following, it must so indicate on its Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

Manufacturer's name, brand name and model number may have been used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so Bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, the Bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

1.30 SAMPLES:

Upon requests, the Bidder shall provide a complete and accurate sample of the product(s) which they propose to furnish. These items must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement and Contract Services Division, 450 S.E. 6th Avenue Homestead, FL 33030 or mailed

to 100 Civic Court, Homestead, FL 33030.

1.31 SUBSTITUTIONS:

The City WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

1.32 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

1.33 ESTIMATED QUANTITIES:

Quantities stated are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for one year period. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

1.34 CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of these Bid Documents shall be the latest new and current model offered (most current production model at the time of this Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.35 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the buyer unless loss or damage results

from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.36 NOTE TO VENDORS

DELIVERING TO WAREHOUSE:

Receiving hours are Monday through Friday, excluding holidays, from 7:00 A.M. to 3:30 P.M. The warehouse is located at 450 S.E. 6th Avenue Homestead, FL 33030.

1.37 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.38 WARRANTY:

All warranties, express or implied, shall be made available to the City for goods and services covered by these Bid Documents. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. Section 3 – Instructions to Bidders of the Bid may supersede the manufacturer's standard warranty.

1.39 PRODUCT RECALL:

In the event the awarded Bidder receives notice that a product delivered by the awarded Bidder to the City has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer,

manufacturer, or by any State or Federal regulatory agency, the awarded Bidder shall notify the City's Bid Procurement Agent within two (2) business days of receiving such notice. The City's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded Bidder's duty to notify the City's Procurement Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the City shall include the name and description of the affected product; the approximate date the affected product was delivered to the City; the Bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the City, if necessary to protect the health, welfare, and safety of the City, residents or employees; and any health hazards known to the awarded Bidder which may be caused or created by the affected product. The awarded Bidder shall, at the option of the Procurement Department and/or Procurement Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the City. Unless it was absolutely necessary for the City to dispose of the affected product, the awarded Bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the City, without causing significant inconvenience to the City.

At the option of the City, the awarded Bidder may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded Bidder will bear all costs

associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the City will be considered a default.

1.40 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of Work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such Work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

1.41 SITE INSPECTION:

Prior to submitting the Bid, the Bidder is required to visit the site of the proposed work and to become fully informed and familiar with any conditions, which may in any manner affect the Work to be done, of the character, quality and quantities of Work to be performed and materials to be furnished, and of operational activities of the City, which activities must be maintained without interference from the Work. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the contract including the necessary requirements for the Project to comply with Americans with Disabilities Act ("ADA"), its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances. No additional allowances will be made because of lack of knowledge of these conditions.

1.42 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

1.43 AMERICAN MADE:

The City Council of Homestead, acting in session on June 20, 1983, adopted Resolution No. 83-06-21 which states, "That it is the intent and policy of the City Council of the City of Homestead, Florida, that the needs of the City of Homestead for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are available and when the price of same and the Bid of same is consistent with the bidding procedures of the City Code of the City of Homestead."

1.44 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

1.45 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished

hereunder, the decision of the City shall be final and binding on both parties.

1.46 LEGAL REQUIREMENTS:

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

1.47 PATENTS AND ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of Homestead, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Homestead, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

1.48 OSHA:

The Bidder warrants that the product supplied to the City of Homestead, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

1.49 ANTI-DISCRIMINATION:

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by

Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.50 DEFAULT:

In the event of default on a Contract, the successful Bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

1.51 BIDDER'S FACILITIES:

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

1.52 DISCLAIMER:

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise these Bid Documents; postpone or cancel at any time during this Bidding process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all Bids are analyzed, organization submitting bids that appear, solely in the opinion of the City, to be the most responsive/responsible, shall be submitted to the City of Homestead's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid, which is, in the sole opinion of the City Council of the City of Homestead, in the best interest of the City. The issuance of this Bid constitutes only an invitation to make presentations to the City of Homestead. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid

satisfies the criteria established in these Bid Documents. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with these Bid Documents or otherwise.

1.53 EVIDENCE:

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of these Bid Documents.

1.54 DEMONSTRATION OF COMPETENCY:

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of Contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in these Bid Documents. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

Financial ability shall include bonding capacity of the Bidder in sufficient amount to cover the cost of the work.

- 3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- 4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in these Bid Documents. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to

comply with this demonstration of competency section.

1.55 EMPLOYEES:

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Homestead. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

1.56 ASSIGNMENT:

The Contractor agrees not to enter into subcontracts and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the City of Homestead.

1.57 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement and Contract Services, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.58 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in these Bid Documents from the awarded Bidder. However, items that are to be "Spot

Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.59 SUNSHINE LAW:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.60 FORCE MAJEURE:

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Contract.

1.61 COLLUSION:

By offering a submission pursuant to these Bid Documents, the Bidder certifies the Bidder has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to these Bid Documents whatsoever. This also applies in the case of a joint Bid.

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or

agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for these Bid Documents have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in these Bid Documents, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

1.62 ELIGIBILITY:

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this Bid shall comply with all laws of the United States concerning work eligibility.

1.63 PROPERTY:

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Homestead.

Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.64 TERMINATION FOR DEFAULT:

If Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, either the City Manager or the City Council of Homestead may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City under Section 1.65. City Manager may terminate this Agreement immediately if the City Manager deems it to be for the health, safety, and welfare of the public.

1.65 TERMINATION FOR CONVENIENCE:

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City the Contractor will be compensated in accordance with an agreed upon

adjustment of cost. To the extent that this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. In no event shall City be liable for consequential damages, including anticipated lost profits on work not performed on this or any other project.

1.66 SUB CONTRACTORS:

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor, sub-subcontractor and the City. Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors and sub-subcontractors as for the acts and omissions of person(s) directly employed.

1.67 CONFIDENTIALITY:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Bid submittal contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.68 GOVERNING LAW AND VENUE:

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

1.69 ATTORNEY'S FEES:

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and

including appellate litigation and any post-judgment proceedings.

1.70 NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

1.71 PARTIAL INVALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.72 PROVISIONS BINDING:

Except as otherwise expressly provided in these Bid Documents, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.73 HEADINGS AND TERMS:

The headings to the various paragraphs of these Bid Documents have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.74 ENTIRE AGREEMENT:

The Contract consists of this Invitation to Bid, General and Special Conditions, Minimum Technical Specifications, Addenda, Contractor's Response, all items attached and any written agreement

entered into by the City and Contractor, and are made part of and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. This Contract may be modified only by a written agreement signed by the City of Homestead and Contractor.

1.75 AUDITS:

The City shall have access to all books, records, and documents of the successful Bidder which directly relate to the Work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

1.76 DAVIS-BACON AND ARRA:

American Recovery and Reinvestment Act funds used for a transaction that involves a new construction or repair contract, exceeding \$2,000 must comply with the prevailing wage requirements of the Davis-Bacon and Related Acts requirements.

Section 1606 of the ARRA legislation: "Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code."

- Davis-Bacon applies to all ARRA projects

- Applies for the entire project, not just the portion funded by ARRA.

1.77 MINIMUM WAGE RATES:

U.S. Department of Labor: In projects having Federal participation, minimum wage rates for the proposed work will be established by the U.S. Department of Labor, Employment Standards Administration. Schedules of labor classifications and corresponding wage rates and benefits will be included in the Bid Documents.

1.78 ORDER OF PRECEDENCE:

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.79 PUBLIC RECORD LAW:

PUBLIC RECORDS.

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Contractor shall provide

the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- f. Contractor's failure or refusal to comply with the provisions of this section shall

result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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

**Custodian of
Records: ELIZABETH SEWELL,
CITY CLERK**

**Mailing address: 100 CIVIC COURT,
HOMESTEAD, FL 33030**

Telephone number: 305-224-4442

**Email:
[ESEWELL@CITYOFHOMESTEAD.
COM](mailto:ESEWELL@CITYOFHOMESTEAD.COM)**

End of Section

SECTION 2- SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this Bid is to establish a contract, by means of sealed bids, to select a contractor that will provide pool operations and lifeguard services with full supervision of the lifeguards as specified herein, from a source(s) of supply that will give prompt and efficient service.

2.2 PROJECT LOCATIONS:

Roby George Park
201 SW 11th Avenue
Homestead, FL 33030

2.3 PLANS:

There are no plans associated with this project.

2.4 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this Bid, contact: Lilia Jaimes-Renteria, BUYER II, at 305-224-4632 or via e-mail at bids@cityofhomestead.com.

2.5 PRE-BID CONFERENCE:

A MANDATORY pre-bid teleconference will be held on **Tuesday, April 20, 2021 at 10:00 a.m. EST**, by the Procurement & Contract Services Division.

At this teleconference all work will be discussed and all questions answered. No questions will be answered verbally except at the pre-bid conference. You may submit questions in writing to be received at least two (2) days prior to the pre-bid conference to: Lilia Renteria, Buyer II, City of Homestead, 450 SE 6th Avenue Homestead, FL 33030; via email at bids@cityofhomestead.com

Webex Tele-Conference Meeting Information:

Meeting Link: [ITB# 202120 – Pool Operations & Lifeguard Services](#)

Event number: 129 899 0593

Event password: vwU7KfrPx49

2.6 SITE INSPECTION:

An onsite inspection of the locations where the work will be performed under this ITB, may be visited as to allow interested contractors the opportunity to become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract including the necessary requirements for the project to comply with American with Disabilities Act (“ADA”), its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances. No additional allowances will be made because of lack of knowledge of these conditions.

2.7 DUE DATE:

All Bids are due no later than **Tuesday, April 27, 2021 at 2:00 p.m. EST** or any time prior thereto at the City of Homestead, City Hall, City Clerk's Office (First Floor), c/o Bids Department, Attn: Lilia Jaimes-Renteria, 100 Civic Court Homestead, FL 33030. Bids shall be opened and publicly read in the City Hall Council Chambers, on the date and at the time specified. All Bids received after that time shall be returned, unopened. The responsibility for submitting Bids before the stated time and date is solely the responsibility of the Bidder. Any disputes regarding timely receipt of bids shall be decided in favor of the City. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence. Bidders are to submit Bids at their own risk and cost.

2.8 TERM OF CONTRACT:

The initial term of the Contract shall be from the issuance of the **Notice of award through September 30, 2024.**

Providing the successful Bidder will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year-to-year basis, if mutually agreed upon by both parties.

In the event services are scheduled to end because of the expiration of this contract, the contractor shall continue the service upon request of the City as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.9 METHOD OF AWARD:

Bidder must bid on all items listed on the Bid Form to qualify for award of the Contract. Bids will be awarded on an all or nothing basis.

2.10 RESPONSE TIME:

INTENTIONALLY OMITTED

2.11 LOCAL PREFERENCE:

Shall apply to this solicitation, Refer to Section 1.16

2.12 LIQUIDATED DAMAGES:

INTENTIONALLY OMITTED

2.13 PAYMENT AND PERFORMANCE BOND:

INTENTIONALLY OMITTED

2.14 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the Bidder is awarded a Contract under this Bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this Contract; provided however, that the Bidder may offer incentive discounts from this fixed price to the City at any time during the Contract term.

2.15 PAYMENT:

Invoices will be subject to verification and approval by the Director of the client Department.

All invoices must reference the purchase order number issued by the City. No work shall be performed without issuance of a Purchase Order.

In addition, refer to Section 4.9.

2.16 ADDITIONS/DELETIONS OF UNITS:

Although this Solicitation identifies specific locations to be serviced and maintained, it is hereby agreed and understood that any new location may be added/deleted to/from this contract at the option of the City, at the awarded Bid price.

2.17 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

2.18 BIDS BINDING:

All Bids submitted shall be binding for 365 calendar days following the Bid Opening.

End of Section

SECTION 3- INSTRUCTIONS TO BIDDERS

(To be submitted with Bid)

3.1 BID SUBMITTAL & REQUIRED FORMS:

All Bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, ONE (1) MARKED ORIGINAL AND TWO (2) COPIES AND ONE (1) CD OR USB FLASH DRIVE shall include the completed Bid Form, Bid Bond (if applicable) (attached), ADA Disability Nondiscrimination Statement (attached), Business Entity Disclosure Statement (attached), Bidder Qualifications (attached), Certification Regarding Debarment, Suspension and other responsibility matters (attached), Drug-free Workplace Program Affidavit (attached), Public Entity Crimes form (attached), Scrutinized Companies form (attached), E-Verify (attached), Performance Survey (attached), Reference Questionnaire (attached), Vendor Registration Instructions (attached), W9 form (attached) and all required product information and any other items as indicated in this Section, Bid Form or any part of this Invitation to Bid must be returned, properly completed, in a sealed envelope as outlined in the General Conditions. Bids will be considered “Non-Responsive” if the required information is not submitted by the date and time specified.

3.2 ADDENDA:

Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

3.3 EXCEPTIONS TO SPECIFICATIONS:

Bidder (s) shall list any exceptions to specifications on the Bid Form and shall reference the section. Any exception to these sections may be cause for the Bid to be considered non-responsive.

3.4 LICENSING:

Bidder(s) shall submit, with their Bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at www.Sunbiz.org]. Bidder must also submit certificates of competency, licenses or any other certification necessary to complete the Contract. Bidders must be in good standing and authorized to transact business in the State of Florida. Must not be listed in the System for Award Management (SAM) as an excluded party. In addition, all licenses required for Bidders whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current. Contractor shall have and maintain a Florida Certified Pool Operator Certification during the term of a contract award and supply a copy of the certificate with their bid. For lack of incorporating the operator certification, shall deem Bid non-responsive.

3.5 INSURANCE REQUIREMENTS:

These are mandatory insurance requirements, please be sure to fulfill each requirement listed below. All policies, endorsements, certificates and/or binders shall be subject to approval by the City’s Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Contract shall be considered a material breach. Further it is understood and agreed by Bidder that

nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, those rights are expressly reserved by the City.

The insurance obligations under this Contract shall be: all the insurance coverage and/or limits carried by or available to the Bidder or the minimum insurance requirements and/or limits shown in this Contract, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover obligations of the Bidder under this Contract.

If evidence of insurance provided by Bidder does not comply with the requirements of this section, the City reserves the right but not the obligation to deem your Bid non-responsive.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Bidder agrees to have and maintain in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring minimum thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope or amount of any such policy or ten day notice for non-payment of premium.

BIDDER EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

- a. All insurance policies shall be issued by insurers that are authorized to transact business in the State of Florida, and have an A. M. Best's financial and size rating of A-VII or better.
- b. All insurance policies, except Property, Workers Compensation and Professional Liability (if applicable), shall name and endorse the following as additional insured: The City of Homestead, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement with coverage at least as broad as the ISO CG 2010) and the **ISO CG 2037 Additional Insured – Completed Operations** endorsement (or similar endorsement with coverage at least as broad as the ISO CG 2037). As additional insured, the City shall be defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.
- c. ***It is specifically agreed that the City of Homestead shall not be liable to the Bidder for any liability arising out of the performance of this Agreement. Bidder specifically waives any and all rights of recovery it may have against the City of Homestead, independent of any waiver of rights of recovery by any insurer. All***

insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City.

Bidder agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- d. All insurance policies shall be endorsed to provide that (a) Bidder's Insurance is primary and non-contributory to any other Insurance available to the City of Homestead with respect to claims covered under the policy and (b) Bidder's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.
- e. If the Bidder fails to submit the required insurance certificate(s) in the manner prescribed with the executed agreement submitted to the City and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate(s) of insurance, the Bidder shall be in default, and the Contract may be rescinded at the City's sole discretion. Under such circumstances, the Bidder may be prohibited from submitting future solicitations to the City.
- f. Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.
 - (1) **WORKER'S COMPENSATION:** As required by the State of Florida with the statutory limits, and include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease and \$1,000,000 for aggregate disease. Policy shall be endorsed with a "Waiver of Our Right to Recover From Others" endorsement which favors the City. A copy of NCCI Form WC 00 03 13 (or similar endorsement with coverage at least as broad as NCCI Form WC 00 03 13) issued by the insurer may be required for risk review and shall be provided by Bidder at any time upon request.

If Bidder's workers compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Bidder specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Bidder's employee-leasing or co-employment arrangement.

- (2) **AUTOMOBILE LIABILITY:** Bidder shall carry automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars, combined single limit per occurrence for bodily injury liability and property damage. The policy is to

be written on ISO Form CA 00 01 covering any auto (Symbol 1) or if Bidder has no owned autos, covering hired (Symbol 8) and non-owned (Symbol 9) autos. Policies shall be endorsed to add the City of Homestead as Additional Insured and include a Waiver of Subrogation in favor of the City. Coverage must be primary and non-contributory to any other insurance available to the City of Homestead. Copies of the endorsements or policy forms reflecting these terms may be required for risk review and shall be provided by Bidder at any time upon request.

- (3) **COMMERCIAL GENERAL LIABILITY:** Bidder shall carry Commercial General Liability Insurance for all operations and shall include **but shall not be limited to** Contractual, Products and Completed Operations and Personal and Advertising Injury coverage with limits of not less than: One million (\$1,000,000) dollars each Occurrence and for Personal and Advertising Injury coverage and two million (\$2,000,000) dollars for Products – Completed Operations Aggregate and General Aggregate. The Commercial General Liability insurance policy must include **but shall not be limited to** the following listed Coverages: Coverage A – Bodily Injury and Property Damage Liability, Coverage B – Personal and Advertising Injury Liability, and Coverage C – Medical Payments. Coverage shall include **but shall not be limited to** coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

Bidder's Commercial General Liability insurance coverage shall be primary and non-contributory. For any claim related to this contract, this coverage shall be primary coverage at least as broad as **ISO CG 20 01 04 13 – PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION** as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Bidder's insurance and shall not contribute with it.

The City's Risk Management Department will not accept an insurance policy that includes the ISO CG 21 39 CONTRACTUAL LIABILITY LIMITATION, the ISO CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION or similar endorsements. The Commercial General Liability policy must be endorsed to add the City of Homestead as Additional Insured and include a waiver of subrogation endorsement in favor of the City. Copies of these endorsements and/or policy forms reflecting these terms may be required for risk review and shall be provided by Bidder to the City at any time upon request.

- (4) **COMMERCIAL UMBRELLA OR COMMERCIAL EXCESS LIABILITY:** Bidder may satisfy the minimum liability limits required above by providing proof of a Commercial Umbrella or Commercial Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Commercial Umbrella

or Commercial Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. If relying upon umbrella or excess liability limits to satisfy the minimum liability limits required above, Bidder agrees to name and endorse the City of Homestead, its officers, agents, employees and council members as additional insured. As additional insured, the City shall be defended and indemnified for claims caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. If relying upon Commercial Umbrella or Commercial Excess Liability limits to satisfy the minimum liability limits required above, policy(ies) must be endorsed with must be endorsed with Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City. A copy of the policy endorsement may be required for risk review.

If required as outlined above, a copy of the Additional Insured and Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation policy endorsements may be required for risk review and shall be provided by Bidder at any time upon request.

(5) **COMMERCIAL CRIME/THIRD PARTY FIDELITY CRIME BOND:**

Bidder shall carry and maintain coverage to protect the City from theft (which is defined in this Agreement as the unlawful taking of property in an unlawful manner to the deprivation of the City) of City property, including money or securities by Bidder's employees or independent contractors. Coverage may be provided under a **THIRD PARTY FIDELITY CRIME BOND** or an **OWNERSHIP OF PROPERTY, INTERESTS COVERED ISO Crime Form**. No less than \$10,000 coverage per occurrence required. If coverage is provided on a fidelity bond form, a copy of the bond may be required for risk review at any time and shall be provided by Bidder at any time upon request. If written on a Commercial Crime policy form, evidence of ISO CR 04 01 endorsement or similar endorsement with coverage at least broad as the ISO CR 04 01 may be required for risk review and shall be provided by Bidder at any time upon request. Evidence of insurance provided MUST indicate whether coverage is written on a "Discovery" or "Loss Sustained" Form.

(6) **PROFESSIONAL (ERRORS & OMISSIONS) LIABILITY INSURANCE:**

Bidder shall carry and maintain professional liability insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate. If written on claims-made basis, the retroactive date must be no later than the date of this Contract and must be evidenced on the certificate of insurance provided to the City.

(7) **SEXUAL ABUSE AND MOLESTATION INCIDENT COVERAGE:** Bidder shall carry and maintain Sexual Abuse and Molestation Incident Coverage ("SAMIC") with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate. The City will accept either: SAMIC coverage specifically endorsed to the Bidder's ISO CGL policy **OR** as a stand-alone policy.

The City shall NOT accept attempts to confirm SAMIC by its “silence” in the Bidder’s CGL (i.e. that there is no specific CGL exclusion). Only a written confirmation of the affirmative grant of SAMIC from an authorized representative of the insurer shall be accepted as satisfactory evidence.

If coverage is written on claims-made basis, the retroactive date must be no later than the date of this Contract and must be evidenced on the certificate of insurance provided to the City.

- g. Bidder shall provide of the City of Homestead’s Contract Administrator/Buyer with a copy of the certificate(s) of insurance and endorsements evidencing the types of insurance and coverage required in this Section within three (3) calendar days of Bidder’s receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the Contract Administrator/Buyer. It is the BIDDER’S responsibility to ensure that the Contract Administrator/Buyer is provided with evidence of current insurance on file with the City during the term of this Agreement, or longer as may be required herein.
- h. Bidder's Insurance Policies shall be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits or ten days for non-payment of premium. Notice shall be sent to:

City of Homestead
Attn: Procurement & Contract Services Division
450 SE 6th Avenue
Homestead, FL 33030

- i. If any of the Bidder's insurance policies is written on a “claims-made” or “reported” basis or coverage form, then Bidder shall maintain such insurance coverage for a period of FIVE (5) years after the expiration or termination of this agreement including any and all extensions or renewals of this agreement. This requirement may be met by keeping the policy(ies) in force, or by obtaining an extended reporting period coverage endorsement, an extension of coverage commonly known as “Tail” Coverage, which provides coverage for claims presented past the expiration of the policy(ies) arising from work performed during the policy period.
- j. In any of Bidder's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included within the general aggregate limit, the general aggregate limit that is required shall be no less than five (5) times the per occurrence limit as specified above in this Section.
- k. The provisions of this Section shall survive the expiration or termination of this agreement.

- l. **PAYMENT:** If any of the insurance policies required under this Section lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not receive payment from the City until such time that the City has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Section that is effective as of the lapse date. The City, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Bidder.
- m. **RENEWAL OF INSURANCE:** Bidder shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the Contract term. If the insurance certificate/endorsements are scheduled to expire during this period, Bidder shall be responsible for submitting a new or renewed insurance certificate/endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate(s) evidencing acceptable insurance coverage which covers the Contract term, the City may suspend this Agreement until such time as the new or renewed certificate/endorsements evidencing acceptable insurance coverage are received by the City.
- n. **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein shall not be construed as to relieve Bidder of liability in excess of such coverage, nor shall it preclude or otherwise limit the City from taking other action(s) as may be available under any other provision(s) of this Agreement or otherwise in law or equity.
- o. **CONFLICT:** In the event that a conflict arises between the provisions of any agreement, contract or understanding that arises out of this Bid and this Section, the provisions of this Section shall control and prevail.
- p. **RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS:** If, in the opinion of the City, full compliance with the insurance requirements in this Section is not commercially practicable for the Bidder, and would not be commercially practicable for most other Bidders qualified to perform the Project or Work, at the written request of the Bidder, the City may, in its sole discretion, and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Bidder. As a condition to any such relaxation of the insurance requirements, City may require Bidder to provide the City with written evidence satisfactory to the City that full compliance with the insurance requirements is neither commercially practicable for the Bidder, nor commercially practicable for most other Bidders qualified to perform the Work. Any such modification shall be subject to the prior written approval of the City, and subject to the conditions of such approval.

3.6 BID BOND:

All Bids must be accompanied by a Bid Bond in the amount of \$10,000.00, to be in the form of a certified check, cashier's check, treasurer's check, bank draft or Bid bond (which shall be tantamount to a Bid Bond) made payable to the City of Homestead; a bond written by a surety

company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond of all unsuccessful Bidders will be returned after Bid award. The Bidder shall not withdraw their Bid and/or Bond after Bid Opening for the period stipulated as the Bid guaranty period. Bidders will give these assurances that all bids offered will be held open and are not revocable for lack of consideration during the time stipulated herein.

3.6.1 Attorneys-in-fact, who sign the Bid Bond, Performance Bond and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached thereto.

3.7 REFERENCES:

Each Bid must be accompanied by a list of references [minimum of six], of clients or government organizations for which the Bidder is currently furnishing or has furnished similar services. References shall include the name of the company, a contact person, telephone number, fax number, and email address. (Use the Bidder Qualification Form, Section II, References to list references.) Bidders must not have received more than two vendor complaints by any company and/or Governmental Agency within the last 12 months.

In addition, Bidders are requested to provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Each bid must have a minimum of three (3) of the six (6) references required complete the attached reference questionnaire. Only forms completed by the client references themselves will be considered. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST OR COMPLETED QUESTIONNAIRES.**

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

3.8 WARRANTY/GUARANTEE: INTENTIONALLY OMITTED

3.9 BIDDER QUALIFICATIONS:

Bidders must have been engaged in pool operations and lifeguard services in the State of Florida for a minimum of three (3) consecutive years and identify a minimum of three (3) companies or public entities that have been serviced by Contractor within the past three (3) years. Additionally, Contractor shall be an Equal Opportunity Employer that does not discriminate against qualified individuals on the basis of race, religion, color, sex, age, natural origin or disability. Furthermore, the Contractor shall demonstrate in writing that it will provide a reasonable accommodation to any individual who has a physical disability it is aware of.

A Company Profile shall be provided and must include evidence and all necessary information to certify that the Bidder:

REQUIRED

YES	NO	
☒	☐	1. Maintains a permanent place of business [i.e. length of time in business];
☒	☐	2. Has technical knowledge and practical experience included in this scope of Work [i.e. any certifications, or training that your company goes through, along with years of experience using these products or providing these services,
☒	☐	3. Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team;
☒	☐	4. Has not had just or proper claims pending against him or his Work;
☒	☐	5. List of any pending or past litigation including all its principals and officers with the City;
☒	☐	6. Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of Work for the last five (5) years.
☒	☐	7. Has the available organization and qualified manpower to do the Work [i.e. number of employees, size of warehouse, office, location]; including the availability of staff and financial means to service more than one pool location for the City of Homestead
☒	☐	8. Has adequate financial status to meet the financial obligations incidental to the Work, including sufficient bonding capacity.
☒	☐	9. Holding an active Florida Certified Pool Operator License or Aquatic Facility Operator
☒	☐	10. Experience with Public Swimming Pools

3.9.1 Disqualification of Bid:

Bidders may be determined by the City to be “non-responsible” once bids are opened, and a bidder may be rejected for any one or more of, but not limited to, the following reasons:

- 3.9.1.1 The Bidder is or has been involved directly or indirectly in litigation or arbitration against the City within the past ten (10) years.
- 3.9.1.2 The Bidder has defaulted on any previous contract with the City within the past ten (10) years or is in arrears on an existing contract with the City.
- 3.9.1.3 Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of Bid receipt documented by the City Clerk’s office shall determine the timeliness of the bid.
- 3.9.1.4 Determination of a lack of competency as may be revealed by qualification statements, financial statements, references, experience, records or other information disclosed to the City by other sources.
- 3.9.1.5 The Bidder’s incomplete or pending workload on other projects, which in the judgement of the City may cause detrimental impact on timely completion of the Services.

- 3.9.1.6 If the Bidder makes one or more false statements or provides false information in connection with any portion of the bid documents.
- 3.9.1.7 If the Bidder fails to demonstrate successful performance and completion of contracts of a similar magnitude, scope or value as this Bid.
- 3.9.1.8 If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverage required by the Bid documents.
- 3.9.1.9 If the Bidder fails in any way to abide by any of the provisions of the Bid document.
- 3.9.1.10 If the Bidder fails to acknowledge addenda.
- 3.9.1.11 If the Bidder fails to provide bid bond.
- 3.9.1.12 No Bid will be accepted from, or will any contract be awarded to, any person or entity who or which is in arrears to the City upon any debt or contract, who is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City in its sole opinion, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.
- 3.9.1.13 The Vendor is not licensed or authorized by the Florida Secretary of State to do business in Florida. A copy of the current registration or certificate issued by the Florida Secretary of State must be submitted with the Bid.
- 3.9.1.14 The City in its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received and may, at its sole discretion, request a re-bid, when in its sole judgement, it will best serve the public interest.

End of Section

SECTION 4- TECHNICAL SPECIFICATIONS

4.1 MINIMUM SPECIFICATIONS:

The City of Homestead Roby George facility is located at 201 SW 11th Avenue, Homestead, FL 33030. Included in the facility is an eight lane heated pool, locker rooms, office space, and pool equipment/storage rooms.

The intent of this bid is to establish an annual contract for the provision of Lifeguard Services and Pool Operation. The company awarded this contract will be responsible for providing lifeguards and operation of the pool at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements. All personnel employed by the Contractor shall be considered employees of the Contractor and not of the City.

The City shall provide to the awarded Contractor the chemicals for water quality monitoring of the pool; however, it will be the responsibility of the awarded Contractor to maintain the pool regularly. The City will also provide janitorial cleaning supplies for the cleaning of the aquatic facility, including facility restrooms and locker rooms.

Work days, hours, and number of lifeguards will vary from day to day operations and/or seasonally according to the expected number of persons using the pool facilities and will be the responsibility of the Contractor to ensure lifeguard coverage. The City reserves the right to add or reduce hours and days according to the days the pool is open.

4.2 QUALIFICATIONS:

The City of Homestead has established minimum specifications which include special and specific vendor qualifications to assure and maintain the quality of the programs provided at the facility. The awarded Contractor shall possess municipal swimming pool management skills and experience with swimming facilities as indicated in the minimum qualifications criteria stated in Section 3.9.

The Contractor shall have at least three (3) years of experience operating public swimming pools and hold a Certified Pool Operator license.

If requested by the City, Contractor agrees to remove any employee and substitute an acceptable person at that lifeguard post. Contractor is responsible for ensuring employees have completed all required training and certifications before being assigned to work as a site supervisor and lifeguard. Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

The on-site Manager for the Contractor, and/or the team must have, AT A MINIMUM, the following expertise, certification, and proven capability:

1. Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification.

2. Experience in successfully implementing an aquatic risk management system that includes at a minimum the following: facility operations audits, lifeguard performance audits and vigilance awareness validation.
3. Evidence of knowledge of current aquatic industry standards of care related to water chemistry and disease prevention procedures; lifeguard best practices; use of adjunct equipment (i.e. rescue equipment, automatic external defibrillator units and emergency oxygen).
4. Three (3) years of experience in managing/operating an aquatic facility of comparable or greater size.
5. All Federal (OSHA), State and County standards must be followed for both the employees and participants (citizens) with respect to Bloodborne Pathogens and infectious diseases.
6. Instructors providing lessons are required to have Lifeguard and Water Safety Instructors (WSI) certification, or the equivalent, as well as training or certification in adaptive aquatics for the handicapped.
7. The Contractor shall remain in compliance with all City, County, State, and Federal laws and regulations as well as minimum industry safety standards related to pool and aquatic program operations.
8. Must possess a current/valid Lifeguard Training certification issued by the American Red Cross, YMCA or Ellis and Associates; **and**
9. Must possess a current/valid Cardiopulmonary Resuscitation for the Professional Rescuer / Automated External Defibrillator (CPRFPR/AED) certification issued by the American Heart Association or American Red Cross; **and**
10. Must possess a current/valid First Aid certification issued by the American Heart Association or American Red Cross; **and**
11. Must possess a current/valid Water Safety Instruction (WSI, if teaching lessons) certification or equivalent issued by the American Red Cross, YMCA or Ellis and Associates; **or** a minimum of six (6) months (equivalent to 1,40 hours) of verifiable experience as a lifeguard and/or trainee.
12. Communication: Ability to speak, write, listen and secure information in a variety of settings.
13. Teamwork: Ability to work effectively with others to achieve optimal collective results.
14. Service Attitude/Customer Service: Identifies the needs and wants of members as priority and responds in an effective and timely manner to enhance every person's experience.
15. Self-Management: Ability to direct personal performance to achieve desired results.
16. Flexibility/Managing Change: Ability to know your environment, initiate and respond effectively to changing conditions.

4.3 BACKGROUND CHECK:

The Contractor is required to provide a Level 2 criminal background check pursuant to section 435.04, Florida Statutes and a sexual offender background check of all employees contracted for assignment to the City of Homestead. The criminal background check shall consist of a Florida Department of Law Enforcement ("FDLE"), Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) criminal records check. Evidence of each employee's

successful passing of all background screenings will be required to be provided to the City prior to any employee working at any aquatic City facilities. Any employee not meeting this requirement will not be permitted to work at any of the City facilities.

The Contractor shall mandate that all employees utilized by the Contractor for the City of Homestead for lifeguards and/or pool operators, report any criminal charges brought against them immediately. The Contractor, upon receipt of such information, will immediately notify the City of Homestead.

4.4 PERSONNEL:

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, and courteous and at least seventeen (17) years of age. All personnel must be uniformly identified at all times. All personnel is expected to perform their duties in a professional, service-oriented manner. Adherence to quality standards will be required.

The Contractor shall, at all times, comply with all rules, regulations and ordinances of City and any other governmental agency having jurisdiction. The Contractor shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the premises.

The Contractor must obtain written approval from the designated City representative, at City's sole discretion, for all persons to be employed as lifeguards before such persons commence work. All personnel employed by the contractor shall be considered employees of the contractor and not of the City.

The City shall have the right to request replacement of any of the contractor's employees whose conduct, character or performance is detrimental to the best interest of the City, and the contractor agrees to make such replacement within 24 hours.

4.5 POOL OPERATIONS RESPONSIBILITIES:

The Contractor shall be responsible for meeting and maintaining all health and safety standards, regulations and the condition of the pool water as set forth by the Florida Department of Health, American Public Health Association, Miami-Dade County Health Department, and the City of Homestead for the operation of the pool.

The Contractor and/or Team shall perform, in accordance with the frequency required by the health department, water testing and monitoring of chemicals to maintain chemical balance to achieve proper water quality and maintain proper water levels. The City shall provide to the Contractor water chemistry test kits to monitor water quality and chemical treatments necessary to perform maintenance to maintain/adjust the water chemistry in the pool to meet the health codes and standards for safe operations of the City's pool. The Contractor shall keep all necessary permits, inspections and records to ensure that the pool meets all health codes and standards. The City shall receive a copy of all records pertaining to chemical usage, testing and facility maintenance upon request.

In addition, the on-site Site Supervisor for the Contractor, and/or the Team must provide, at a minimum, the following:

- 4.5.1 Maintain all surfaces in and around the pool in a clean and safe condition.
- 4.5.2 Maintain storage areas, offices, restrooms, locker rooms and entrance areas in a clean, safe and inviting manner including the collection of trash and debris.
- 4.5.3 Test safety equipment and water quality, and vacuum the pool on a daily basis. Provide routine maintenance and clean all pumps, drains, filtering devices and associated equipment. Backwash the filter system as required by the Manufacturer.
- 4.5.4 Shall report immediately any damages, malfunctioning equipment, and pool repairs needed to the Parks and Recreation Coordinator.
- 4.5.5 Ensure adequate inventory of first aid supplies and pool chemicals for the operation and safety of the facility.
- 4.5.6 Perform minor repairs to Facility pumps, filters, collectors, feeders, controllers and heater for proper readings and functions daily.

4.6 LIFEGUARD RESPONSIBILITIES:

Upon general supervision of the Contractor, the Pool Lifeguard is responsible for the safety of swimmers and enforcement of regulations at a municipally-operated swimming pool. The Contractor shall be responsible for all duties associated with staffing the aquatic facilities including all training, scheduling, providing uniforms, and supervising all personnel. The Contractor shall meet or exceed all local, state, and national Health and Safety Standards.

The Pool Lifeguards also perform related duties as required and report directly to the contractor (lead lifeguard, supervisor, etc.). Employees may be required to work early mornings, nights, weekends and holidays. The positions are part-time. Essential duties require the following physical skills and work environment: sufficient strength and coordination to rescue submerged victims and remove them from the water.

The Contractor shall complete and maintain detailed documentation and records of all incidents, accidents, and rescues with regards to programs, participants, employees, mechanical, and structural and the steps taken to rectify the incident. Contractor will immediately report all incidents, accidents and rescues to the City along with a copy of the detailed report to include all circumstances and individuals surrounding the incident and specific location.

In addition, the on-site Site Supervisor for the Contractor, and/or the Team must provide, at a minimum, the following:

4.6.1 Site Supervisor:

- Shall be responsible for the supervision of the lead lifeguard and lifeguards for the aquatic facility.
- Shall confirm all operations are in compliance with all applicable policies, procedures, laws, regulations, and standards of quality and safety.
- Shall confirm all necessary training are completed.
- Shall supervise/assist the daily operations of the aquatic facility from opening to closing. Including any daily set ups and/or break down of facility equipment.

- Shall establish and enforce all safety rules and procedures.
- Shall maintain discipline among swimmers and other persons at the Aquatic Facility.
- Shall provide scheduling of lifeguard staff to ensure enough lifeguards are present and supervise the daily activities.
- Perform duties as a lifeguard when and as necessary.
- Shall supervise and assist in any rescue, apply resuscitation, and administer emergency care when needed.
- Shall develop, implement and supervise aquatic activity program and special events for the community and community groups.
- Shall develop, implement and supervise a swim instruction program for all ages and abilities, including those with special needs.
- Shall develop, implement and supervise a water aerobics program for varied ability levels.
- Shall provide on-site or on-call management staff during special events as directed by City.

4.6.2 Lead Lifeguard:

- Shall assist the site-supervisor in ensuring all pool procedures and duties are followed.
- Shall inspect and maintain all equipment for proper readings and functions. Take inventory of janitorial supplies to ensure enough supplies are available for cleaning of facility.
- Report any problems, complaints, damages to site supervisor and complete reports.
- Shall perform lifeguard duties when and as necessary.
- Shall respond to any public inquiries regarding aquatic facility made by telephone or in person.
- Shall supervise and assist in any rescue, apply resuscitation, and administer emergency care when needed.

4.6.3 Lifeguard:

- Shall maintain discipline in and around swimming pool to prevent accidents.
- Shall maintain an appropriate level of fitness for conducting rescue operations.
- Shall administer cardiopulmonary resuscitation (CPR) and First Aid.
- Shall direct communication and contact with swimmers and the general public.
- Shall educate users when they are engaged in activities which may increase the risk of personal injury to themselves or others.
- Shall perform cleaning and disinfecting of the pool, pool filters, decks, showers, locker rooms and equipment used for aquatic activities.
- Shall complete written reports of accidents and incidents.
- Shall complete various facility checklists and forms.
- Shall participate in department training activities and meetings.
- Shall assist in preparing the pool for various aquatic programs.
- Shall tally attendance and monitor admission payments.
- Shall present a professional appearance and attitude at all times; and maintaining a high degree of customer service.

4.7 TRAINING:

It shall be the responsibility of the Contractor to ensure that all persons employed as lifeguards, lead lifeguards and supervisors receive and successfully complete proper training as required by law. The Contractor may perform the training with its own staff if they are certified lifeguard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all lifeguards assigned to the City contract shall be conducted as per the standards and guidelines established by the Florida State Statutes Chapter 514 and the Florida Administrative Code Chapter 64E-9.

The Contractor will provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor's employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the school year, will be the sole responsibility of the Contractor.

4.8 COST ADJUSTMENTS:

The hourly charges offered and accepted must remain firm for the duration of the term of the contract.

Costs for any renewal term are subject to an adjustment only if there is a change in the Federal Minimum Wage Rate. Any request for a rate increase or decrease must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the end of the current contract term. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented, or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract will not be renewed for the additional optional renewal period(s).

4.9 TIME SHEETS:

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted weekly to the City.

4.10 INVOICES:

The City will accept invoices once every two weeks. Each invoice shall be accompanied by a cumulative time sheet detailing all employee time logged for the invoice period as well as a copy of each individual employee's time card. The time sheet must detail each staff member by name, position title, hourly rate, percentage of mark-up, billable rate, and daily hours worked.

4.11 PRICING:

Bidder shall quote a markup over "agreed to" pay rate expenses for Pool Operator/Site Supervisor, Lead Lifeguard, Lifeguard inclusive of all expenses including profit and overhead. The City and the Contractor shall agree on the pay rate of the Pool Operator/Site Supervisor, Lead Lifeguard, and Lifeguard at the time of the engagement for that position. Rates shall be comparable to those in the local area.

4.12 NORMAL HOURS OF OPERATION:

School Year – Monday through Friday - 4:00 p.m. to 7:00 p.m.

Weekends - 10:00 a.m. to 6:00 p.m.

Summer – 10:00 a.m. through 6:00 p.m. Daily

4.13 SCHEDULE AND LOCATIONS OF SERVICE:

It is anticipated that four (4) life guards will be required for each day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of lifeguards that will be required at any one time.

ESTIMATED SCHEDULE FOR SCHOOL YEAR		
Monday – Friday	4:00 p.m.-7:00 p.m.	3 lifeguards
Sat. – Sun. for 15 weeks	10:00 a.m. – 6:00 p.m.	4 lifeguards
ESTIMATED SUMMER SCHEDULE-11 weeks		
Mon. – Sunday	10:00 a.m. -12:30 p.m.	4 lifeguards
Mon. – Sunday	1:30 p.m.- 6:00 p.m.	4 lifeguards

Lifeguard towers in between those listed above open later and close earlier, depending upon crowd conditions.

It is estimated that lifeguard services will be required for a total of approximately 52 weeks per year, which may vary and is subject to change.

4.14 GUARD BACK UP:

The Contractor shall make available the name and telephone number of a backup lifeguard in case the lifeguard scheduled to work cannot come into work that day. The Contractor shall ensure that the back-up lifeguard is fully trained and familiar with the duties and responsibilities of a lifeguard. Must respond within 1 hour to 2 hour.

4.15 TWENTY-FOUR (24) HOUR ANSWERING SERVICE:

The Contractor shall provide for its employees a 24-hour answering service. In the event a lifeguard is unable to come to work, it will be his/her responsibility to contact the Contractor for a replacement.

4.16 FACILITY AND EQUIPMENT:

1. Contractor Equipment Maintenance and Repairs: All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be the responsibility of the Contractor. The City shall incur no obligation for repairs.
2. Condition of Premises: Contractor shall maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators.
3. Inspection: For the purpose of inspection, City reserves the right to enter upon any part of the Premises at any time during the period the business is to be open under the terms of this contract.

4. Signs: No signs whatsoever, including advertising signs, shall be erected or permitted upon the Premises until they have first been approved by the City.

4.17 LIFEGUARD UNIFORMS AND EQUIPMENT:

Lifeguards must wear issued uniforms while on duty for easy recognition by the public.

The Contractor is responsible for supplying all equipment necessary for the lifeguards to perform their duties. Each Lifeguard must be issued a whistle. Contractor provided uniforms for the Lifeguards will consist of red or blue swim shorts and a white t-shirt with the words "LIFEGUARD" in Red and the Lifeguard symbol in blue below the lettering on the front of the shirt and the words "LIFEGUARD" on the back. The City will provide a sample uniform shirt for example to the successful bidder. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

4.18 POOL/PARK RULES & REGULATIONS

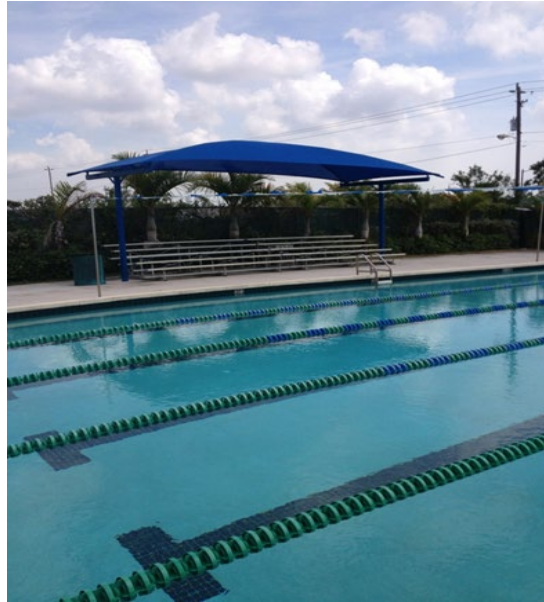
Vendor must comply with the City of Homestead, Park rules and regulations, Florida State Statutes, and the Florida Administrative Codes concerning public pool operations.

4.19 AUTHORITY OF PARKS AND RECREATION DIRECTOR:

Use by the Contractor of the Premises shall be coordinated with the Director. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Director's opinion, such may be or are detrimental to the public or to the City, or if the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. All references in the agreement to the Director shall mean and include any designee of the Director.

End of Section

ROBY GEORGE POOL FACILITY INFORMATION



- Volume 183,193 gallons
- Pool Load: 101 people
- Flowrate: 509
- Filter Type: Sand
- CES Chemical Feeder
- Pool Heater
- 8 lanes with racing blocks
- Shallowest 3ft- Deepest 6ft
- Total of 5 shaded structures and 5 small picnic tables
- 5 tables one of them handicap accessible
- 1 big bleacher overlooking the pool
- Two outside showers located between the restrooms
- Two life guard chairs
- Rooms - Locker Rooms, first aid room, and concession
- Locker rooms-
 - i. MEN: 5 stalls one, handicap accessible, 2 urinals, 5 showers one of them handicap accessible
 - ii. WOMEN: Women's has a total of 5 stalls one of them handicap accessible, a total of 5 showers one of them handicap accessible

Equipment Inventory:

- First aid room:
 - 1. First aid bed
 - 2. Refrigerator
 - 3. Sink
 - 4. Storage cabinets

- Locker Rooms:
 1. Lockers
 2. Benches
- Storage Rooms:
 1. Life Jackets
 2. Flootation devices
 3. Pressure cleaner
 4. Hammer head vacuum
 5. Storage container
 6. Brushes
 7. Skimmers

SECTION 5- AFFIDAVITS/FORMS

BID FORM

Deliver Bid to:
City Clerk's Office (First Floor), City Hall
City of Homestead
100 Civic Court
Homestead, FL 33030

ITB#202120
POOL OPERATIONS AND
LIFEGUARD SERVICES

To be opened and publicly read, **Tuesday, April 27, 2021 at 2:00 p.m.** in the City Hall Council Chambers

COMPANY NAME	PHONE NUMBER
VENDOR MAILING ADDRESS	FAX NUMBER
CITY, STATE, AND ZIP CODE	TOLL FREE NUMBER
BID CONTACT PERSON (PLEASE PRINT CLEARLY)	F.E.I.D. NUMBER
TITLE	E-MAIL ADDRESS

<u>Description</u>	<u>Percentage of Mark-Up</u>
Pool Operator/Site Supervisor	_____ %
Lead Lifeguard	_____ %
Lifeguard	_____ %

Please take a minute and let us know how you were notified of this Bid.

CIRCLE ONE

South Dade Newsleader / Daily Business Review / The Miami Herald / City of Homestead Website

Demandstar / Fax sent from City of Homestead / E-mail sent from City of Homestead / Project Engineer

Other (Please be specific): _____

Page 2 of 2

Place a check mark in the "Done" column as you complete and enclose each item. Requirements that do not apply to this Bid will be denoted by "N/A" (not applicable).

Required	Done	Requirement	Found In Section
√		Execution of Bid Form	1.2, 3.1
√		Mandatory Pre-Bid Meeting	2.5
√		Bid Submitted, 1 Original (marked), 2 Copies of Contractor's Bid and CD or USB Flash Drive and Required Forms	3.1
√		Acknowledgement of Addendum (if any)	3.2
√		Licenses	3.4
√		Insurance	3.5
√		Bid Bond	3.6
√		References	3.7
√		Bidder Qualifications	3.9 & Exhibit A

This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.

Exceptions - Reference Section: If none are stated in your Bid, it shall be construed by the City of Homestead that your Bid fully complies with all terms, conditions, and specifications).

****NOTE:** Attachment of quotations will not be construed as an exception.

Do you accept Visa cards as a form of payment? ☐ Yes ☐ No

Do you give prompt payment discounts? ☐ Yes, Percentage of discount _____% Term _____ ☐ No

Addendum Received: # _____ # _____ # _____ # _____ # _____ # _____ # _____ # _____ # _____ # _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder.

Authorized Signature (Manual)

Authorized Signature and Title (Typed/Printed)

Date

BID BOND

State of _____ County of _____
We, _____ as Principal
and _____ as Surety, are held and
firmly bound unto City of Homestead, Florida hereinafter called the City, in the **Penal sum of**
_____ **Dollars** (\$_____) lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents. The Principal has submitted
the attached Bid, **dated** _____, 20__, for **Project**
Project No. _____. The Principal shall at time of bid opening furnish all documents and information
required by the Contract Documents, and shall not withdraw said Bid within the time stipulated in the
advertisement for bids and shall within the time stipulated in the Instructions to Bidders execute and deliver to
the City, the Contract, the Performance Bond, Payment Bond and satisfactory evidence of all required Insurance.
The Principal shall give a Performance Bond and a Payment Bond with good and sufficient surety, as required by
the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the prompt
payment of all persons furnishing labor or materials in connection therewith. Having met these obligations shall
render this Bond void and of no effect; or in the event of withdrawal of said Bid within the period specified, or in
the event of the failure to comply with the Contract Documents, or in the event of failure to enter into such
Contract and give such Bonds and evidence of insurance within the time specified, if the Principal shall pay the
City the difference between the amounts specified in said Bid and the amount for which the City may procure the
required work and supplies, provided the latter amount be in excess of the former, then the above obligations shall
be void and of no effect; otherwise, to remain in full force and virtue.

The above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day
of _____, 20__.

CORPORATION

Witness By: _____
Title _____

PARTNERSHIP OR JOINT VENTURE *

Witness By: _____
Title _____

Witness By: _____
Title _____

* Note: All Partners or Joint Venture Members shall sign and submit documentation proving their authority
to sign on behalf of the Partnership or Joint Venture.

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

(Copy of Agent's current Identification
Card as issued by State of Florida Insurance
Commissioner must be attached)

SURETY:

By: Attorney-in-Fact
(CORPORATE SEAL)

(This form must be submitted in duplicate - one original and one copy)

STATEMENT OF “NO” BID

If your company shall not be submitting a Bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of “No” Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The City of Homestead
Procurement & Contract Services Division
450 SE 6th Avenue
Homestead, FL 33030

Reasons for “NO” Bid:

☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Invitation to Bid.
☐	Unable to hold prices firm through the term of the Contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)
☐	Unable to comply with product or service specifications.

Comments: _____

This information shall help the City of Homestead in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title: _____

Company Name: _____

Address: _____

E-Mail: _____

Telephone: _____ Facsimile: _____

Contact Name: _____

Signature: _____

Title: _____

PERFORMANCE SURVEYS

The City of Homestead will be conducting quarterly performance surveys and post project surveys for vendors whom are awarded bids and contracts. Surveys will be sent to the user-departments and will be used as a quarterly monitoring device to gauge performance and to utilize when awarding or renewing contracts.

Definitions:

Monthly Surveys- Vendors whom are performing services on a weekly basis.

Quarterly Surveys- Vendors whom are performing services on a monthly basis.

Post Project Surveys- Vendors who perform a service with a completion deadline [i.e. construction].

Below are some basic questions. Please provide the City with any additional questions you may want included should you be awarded a contract/bid.

Evaluation Instructions

Each evaluator shall provide a score for each criterion shown below, on the basis of the following scale:
5 = Exceeds Expectation 4 = Meets Expectation 3 = Marginally 2 = Below Expectation 1 = Unsatisfactory

	N/A	5	4	3	2	1	Remarks
Public relations/ customer service	☐						
Vendor's performance level	☐						
Ability to meet completion times	☐						
Quality of product/ service provided	☐						
Responsiveness to Emergencies	☐						
Invoice is consistent with contract pricing	☐						

Please add any additional questions you may want for personal reporting.

I understand the above information and have been given a copy of this document.

Company Name (Print)

Authorized Representative Name
(Print)

Authorized Representative Name
(Signature)

Date



Reference Questionnaire

(Please have a minimum of three (3) references complete this form and submit with Bid documents, reference forms are subject to verification by City)



Giving reference for:
(name of company)

Firm giving Reference:
Address:
Phone:
Fax:
Email:

1. **Q:** Was the invoicing consistent with contract pricing?

A:

2. **Q:** Were response times consistent?

A:

3. **Q:** Was the vendor easy to get in contact with? How was their customer service?

A:

4. **Q:** How was their responsiveness to emergency orders?

A:

5. **Q:** Would you use them again?

A:

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

A: ☐ **5 Excellent** ☐ **4 Good** ☐ **3 Fair** ☐ **2 Poor** ☐ **1 Unacceptable**

7. **Q:** Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title: _____

Print Name: _____

Date: _____

Vendor Registration Instructions

To register as a vendor with the City of Homestead, please use the following URL link to complete the online registration:

<https://coh13.cityofhomestead.com/Click2GovPI/registration.html>

1. Complete the online portion of the application
 - a. Click on “Doing Business”
 - b. Click on “New Vendor”
 - c. Select “Step 1: Click here to create a new online vendor account”

Be sure to include the **Tax ID #**, **commodities**, and **contact information**.

2. Step 2: Send **completed forms in this bid submission** and email them to vendors@cityofhomestead.com
3. Lastly, the Procurement Division will contact you via email with your vendor number once your application has been processed

If your company is already a registered vendor with the City of Homestead, please confirm your account is active. Please be sure to update any contact information to your account and provide vendor number below:

Vendor #: _____

**AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY
NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF HOMESTEAD, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____.
(Name of person making statement)

Personally known to me ____ or has produced Identification ____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

CITY OF HOMESTEAD BUSINESS ENTITY STATEMENT (VENDOR/BIDDER DISCLOSURE)

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Homestead (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Homestead ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security #):

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

Street Address	Suite	City	State	Zip
----------------	-------	------	-------	-----

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the Contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name

Address

Ownership

_____%
_____%
_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the Contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____.
(Name of person making statement)

Personally known to me ____ or has produced Identification ____, type of identification produced_____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2 The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3 The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4 The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6 The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7 The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10 Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF HOMESTEAD, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____.
(Name of person making statement)

Personally known to me ____ or has produced Identification ____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC



NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE

In compliance with Florida Statutes §119.071(5), the City of Homestead Procurement & Contracts Division collects and uses your Social Security number only for the following purposes in performance of the City's duties and responsibilities.

Your Social Security number is used for legitimate employment business purposes in compliance with:

- Completing a Vendor Application in lieu of a FEIN.

NOTIFICATION

Providing a Social Security number in lieu of a FEIN is a condition of becoming a vendor with the City of Homestead.

The City may disclose Social Security numbers to another agency or governmental entity if such disclosure is necessary for the receiving agency or entity to perform its duties and responsibilities.

The City may not deny a commercial entity engaged in the performance of a commercial activity access to Social Security numbers, provided the Social Security numbers will be used only in the performance of a commercial activity, and provided the commercial entity makes a written request for the Social Security numbers.

I understand the above information and have been given a copy of this document.

Company Name (Print)

Authorized Representative Name
(Print)

Authorized Representative Name
(Signature)

Date

SCRUTINIZED COMPANIES FORM

The undersigned CONTRACTOR in accordance with Section 287.135, Florida Statutes, hereby certifies that:

1. CONTRACTOR is not participating in a boycott of Israel;
2. CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
3. CONTRACTOR does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Print Name

Title

Date _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by _____ as _____
(Name of person acknowledging)

(Title)
for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

E-VERIFY

“Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Homestead.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST

Company Name

Signature of Corporate Secretary

Signature

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)

W9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit A

BIDDER QUALIFICATIONS

Instructions

1. Please read these instructions carefully and respond to all questions and attach all requested forms/documents.
2. The items you will need to attach are based on your responses:
 - a. Financial Statements
 - b. Current and Past Project Experience
 - c. Minority, Woman, or HUB Certification Letter
 - d. Safety Program Policy
 - e. Drug and Alcohol Program Policy
 - f. Applicable Licenses.
 - g. Business License to perform work in Florida and state registration located at www.sunbiz.org.
 - h. OSHA Logs
 - i. CSI Code Listing – Please check the CSI Codes related to your scope(s) of work.
 - j. Insurance requirements:
 - ❖ Certificate of Insurance
 - Certificate Holder: City of Homestead
 - "The Certificate Holder is an additional named insured in accordance with Bid No.:"
 - k. IRS W-9 Form, Request for Taxpayer Identification and Certification.
3. **DO NOT FAX THIS FORM.** Form must be returned with Bid submission.
4. The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. Do not complete this form if you have completed AIA A305.

Company Profile:

Section I – Company Information

1) Maintains a permanent place of business

Classification:

Company Name: _____

Corporation ☐

Mailing Address: _____

Partnership ☐

City, State, Zip: _____

Individual ☐

Street Address: _____

Joint Venture ☐

City, State, Zip: _____

Other ☐

Principal Office: _____

Dun & Bradstreet No.: _____

City, State, Zip: _____

Federal ID or SS
#: _____

Phone: _____

E-mail: _____

Fax: _____

Website: _____

Contact Name: _____

1. In what year was your firm established?
2. How many years has your organization been in business under its present business name?

List any former names your organization has operated under:

3. _____

4. Is your company a subsidiary or affiliate of another firm? Yes ☐ No ☐

If yes, what is the parent company's name? _____

5. If your organization is a corporation, to include limited liability corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

Name of CEO: _____

Name of President: _____

Name of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

6. If your organization is a partnership, to include limited liability partnership, answer the following:

Date of partnership: _____

Type of partnership
(if applicable): _____

Names of General Partners: _____

7. If your organization is individually owned, answer the following:

Date of organization: _____

Name of owner: _____

8. If the form of your organization is other than those listed above, describe it and name the principals:

9. Is your firm currently certified as:

☐ Minority Owned

☐ Woman Owned

☐ Socially & Economically Disadvantaged Business

2) Has technical knowledge and practical experience included in this scope of work

(Any certifications, or training that you company goes through, along with years of experience using these products or providing these services)

A) Licensing

1. Has a complaint ever been filed with a State Licensing Board against your firm? Yes ☐ No ☐
If yes, please describe:

2. Indicate licenses, with license numbers, for which you are qualified to do business, (i.e. electrical, fire protection, state and county business licenses, etc.).

License type _____	License number _____
License type _____	License number _____

B) Experience

1. Provide the specific categories of work that your organization normally performs (see last three pages of this form).

2. Has your organization within the last five years ever failed to complete any work awarded?

Yes ☐ No ☐

If yes, please describe:

3) Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team

Please attach on separate sheet(s).

4) Has not had just or proper claims pending against him or his work

1. Are there any judgments, claims, or arbitration proceedings or suits pending or outstanding against your organization or its officers within the last five years?

Yes ☐ No ☐

If yes, please describe:

2. Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years? Yes ☐ No ☐

If yes, please describe:

3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? Yes ☐ No ☐

If yes, please describe:

5) List of any pending or past litigation including all its principals and officers with the City

A) History of Litigation:

Please list any pending or past litigation the company has been a party to during the past five years.

Opposing Party: _____

Court in which the case is/was heard: _____

Case Number: _____

Nature of Dispute: (Include description of all claims, defenses, cross claims and counter claims)

Opposing Party: _____

Court in which the case is/was heard: _____

Case Number: _____

Nature of Dispute: (Include description of all claims, defenses, cross claims and counter claims)

B) History of Citations/Violations:

Please list all safety or environmental citations/violations the company has received in the past five years.

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

6) Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of work for the last five (5) years.

1. **On a separate sheet**, list 5 major projects your organization has *in progress* for the scope of work that you are bidding on. Provide the following information for **each** project:
 - Project Name
 - Owner
 - Architect
 - General Contractor
 - GC contact name & phone number
 - Contract amount
 - Percentage complete (your scope)
 - Percentage of subcontracted work
 - Scheduled completion date

2. **On a separate sheet**, list 5 major projects your organization ***has completed*** for the scope of work that you are bidding on in the last five years. Provide the following information for **each** project:

- Project Name
- Owner
- Architect
- General Contractor
- GC contact name & phone number
- Contract amount
- Scope of Work
- Date of completion
- Percentage of work performed with your own forces

3. Indicate the type of projects in which your company has experience: (*check all that apply*)

- ☐ Commercial/Mixed Use ☐ Cultural/Community ☐ Health Care ☐ Industrial ☐ Institutional/Educational
- ☐ Residential ☐ Senior Living

4. In what geographic range from your principle office are you are willing to travel:

- ☐ +/- 100 Miles ☐ +/- 200 Miles ☐ +/- 400 Miles ☐ Any Areas _____

5. Indicate the size projects your company can perform: (*check only one*):

- ☐ < \$50K ☐ < \$100K ☐ \$100 - \$500K ☐ \$500K - \$1M
- ☐ \$1M - \$2M ☐ \$2M - \$5M ☐ \$5M - \$10M ☐ >\$10M

6. What scope(s) of work do you typically subcontract to other companies?

7) Has available the organization and qualified manpower to do the work

1. Indicate the number of employees: _____
2. Indicate size of warehouse(s), if applicable: _____
3. Is there more than one office location: Yes ☐ No ☐
If so, please list
Street Address: _____
City, State, Zip: _____

**8) Financing – Has adequate financial status to meet the financial obligations incidental to the work.
(This information is kept confidential)**

1. Attach three years of audited financial statements, including your organization's latest balance sheet and income statement.
2. Will the organization whose financial statement is attached act as guarantor of the contract for services? Yes ☐ No ☐
3. Please indicate below the annual sales volume for the last five (5) years?
 Year _____ \$ _____ Year _____ \$ _____ Year _____ \$ _____
 Year _____ \$ _____ Year _____ \$ _____
4. What is your backlog?
 As of today? _____ As of last financial statement? _____ As of 12 months ago? _____
5. Attach your company's IRS Form W-9, Request for Taxpayer Identification and Certification.

Section II - References

1. **On a separate sheet**, list 6 trade/credit references. Provide the following information for each reference:
 - Company Name
 - Address
 - Telephone Number
 - Contact Name
2. List bank reference. *(Use a separate sheet for additional references)*
 Name of Banking company: _____
 Address: _____
 Telephone number: _____
 Contact person: _____

Section III - Safety & Loss Prevention

1. Please attach your safety policy.
2. Please attach your last three years OSHA 300 and C200 Logs.
3. In the last 3 years, has your company ever received a Serious, Willful, or Repeat violation under the OSHA Construction or General Industry Standards? Yes ☐ No ☐
If yes, please list the OSHA Standard your company was cited under and if any monetary fines were paid.
4. Please list your company's last three years' Experience Modification Rate (EMR).
 20__ _____ 20__ _____ 20__ _____

5. Please attach your substance abuse policy.
6. Provide a copy of your current certificate of insurance (General Liability, Auto, Workers' Compensation & Excess Liability).

Agent's Name: _____ Phone number: _____

7. Complete the bonding information. *(Please complete this section and submit the bond form in bid documents)*

Name of Bonding/Surety company: _____

Agent Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Bonding Rate: _____

Bonding Capacity – Per Project: \$ _____ Aggregate: \$ _____

Section IV – Signature

_____ being duly sworn, deposes and says that the information provided on the Qualification application herein is true and sufficiently complete so as not to be misleading.

Firm Name: _____

By: _____

Title: _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by

_____.

(Name of person making statement)

Personally known to me _____ or has produced Identification _____, type of identification produced _____.

SIGNATURE OF NOTARY PUBLIC

(NOTARY SEAL HERE)

PRINT, TYPE/STAMP NAME OF NOTARY



ADDENDUM TO BID DOCUMENTS

PROJECT NAME Pool Operations & Lifeguard Services

PROJECT No. 202120 **BID OPENING DATE** 04/27/2021 **ADDENDUM No.** ONE

ADDENDUM ISSUE DATE: 04/20/2021

To All Bidders:

This addendum is issued to modify the previously issued Bid documents and/or given for informational purposes, and is hereby made a part of the Bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum by signing below.

Pre-Bid Meeting 04/20/2021 Clarification of items discussed during meeting:

1. Is a bid bond required as stated in Section 3.6 of the Bid?

A: No, the bid bond requirement has been waived and will not be required.

2. If a bid bond is required, will the City consider extending the bid due date?

A: Because the City has waived the requirement for a bid bond, the due date will remain as scheduled:

Tuesday, April 27, 2021 at 2:00 p.m. EST

Authorized by:

Pedro Reynaldos

Pedro Reynaldos
Director Parks & Recreation

Malia T. Rivera

Malia T. Rivera, CPPO, CPPB
Procurement Manager

Acknowledged by:

Name (*Printed*)

Signature

Date

**CITY OF HOMESTEAD BID TABULATION****Bid Number & Title:**

ITB#202120 – Pool Operations and Lifeguard Services

Pre-Bid Conference:Mandatory
April 20, 2021 at 10:00 a.m.**Opening Date:**

April 27, 2021 at 2:00 p.m.

User Department:

Parks and Recreation

Contact Person:

Pedro Reynaldos

Contact Information:

305-224-4570

BIDDER'S NAME	MIAMI LIFEGUARDS LLC	USA POOLS OF FLORIDA*	PMI ** (POOL MANAGEMENT INC.)
POOL OPERATOR/SITE SUPERVISOR	70%	35%	55%
LEAD LIFEGUARD	65%	30%	45%
LIFEGUARD	65%	25% Add Alternate – Cleaning - \$1,630 per month Bathrooms - \$1,020 per month	40%
ACKNOWLEDGMENT OF ADDENDUMS ONE (1) ISSUED 4/20/2021	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
ATTENDED MANDATORY PRE-BID CONFERENCE	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No

USA Pools of Florida: Vendor deemed non-responsive: In accordance with Section 1.14 (A, B, and C) of the bid document.** Pool Management Inc. (PMI): Vendor deemed non-responsive: In accordance with Section 1.14 (A, B, and C) of the bid document.*No. of Vendors Contacted: 473No. of Vendors at Pre-Bid: 3No. of Vendors Responding: 3Opened & Received by: Lilia Jaimes-RenteriaDate advertised: 04/09/2021

Publications:

South Dade News Leader/Daily Business Review

City's website/Demandstar.com



CITY OF HOMESTEAD
Procurement & Contract Services Department
450 SE 6th Avenue
Homestead, FL 33030

CONTRACT RENEWAL

Effect of Amendment: Except to the extent the Agreement / Contract expiration date is modified by this Amendment, the terms and provisions of the Agreement / Contract, as may be previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement/Contract, as may be previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

DATE: June 5, 2024		SOLICITATION NO.: 202120	CONTRACT NO.:
TITLE: Pool Operations and Lifeguard Services			
AWARDED VENDOR: Miami Lifeguards LLC 8604 Griffin Road Cooper City, FL 33328		CONTACT NAME: Maykel Rodriguez BUSINESS PHONE NUMBER: EMAIL: maykel@miamilifeguardsllc.com	
SCOPE OF SERVICES: Perform janitorial services for municipal offices.			
COUNCIL APPROVAL DATE: 08/19/2020	AGENDA ITEM: 2953	TAB #: 14	
Section 2.8 – Term of Contract: The term of this agreement will be from Notice of Award through September 30, 2024, with an option to renew for an additional two (2) years, on a year-to-year basis, upon mutual written consent by both parties.			
CURRENT EXPIRATION DATE: September 30, 2024	RENEWAL TERM NO.: 1 of 2	RENEWAL TERM PERIOD: October 1, 2024 through September 30, 2025	
CONTRACT VALUE: Within Established Departmental Budget			

INSTRUCTIONS TO VENDOR: Sign below with your intention regarding the renewal/extension option. If a renewal/extension term is not chosen, please provide comments, if more space is needed please attach additional sheets. Before selecting price adjustments, please confirm the contract allows for cost adjustments and provide details for increase/decrease to include the previous contract price, percentage of increase/decrease, new price and consumer price index when applicable.

VENDOR RESPONSE	
SELECT ONE:	I AGREE TO RENEW: ☒ I DO NOT AGREE TO RENEW: ☐
PRICE ADJUSTMENTS (if contract allows): YES: ☐ NO: ☒ (if yes, please attach changes listing old price, % increase, and new price)	
COMMENTS:	
PRINT NAME & TITLE: MAYKEL RODRIGUEZ, President August 5, 2024	
SIGNATURE:	DATE:
☒ ATTACH MOST CURRENT CERTIFICATE(S) OF INSURANCE (COI) RELATING TO THIS ITEM.	

CITY APPROVED:

 Director of Parks & Recreation	Pedro Reynaldos Printed Name	6/17/24 Date
 City Attorney	David M Wolpin Printed Name	August 5, 2024 Date
 Risk Manager	Priscilla Thompson Printed Name	8/20/24 Date
 Director of Procurement	Malia T. Rivera, CPPQ, CPPB Printed Name	8/5/24 Date
 City Manager	Nzeribe (Zerry) Ihekweba, PhD, PE Printed Name	8/23/24 Date

Attachments:



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks & Recreation

SUBJECT: Authorizing a second amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027 entitled "Janitorial Services" with Clean Space, Inc., to add cleaning services for I.T. Parker Community Center.

Request:

The Parks and Recreation Department is requesting authorizing a second amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027 entitled "Janitorial Services" with Clean Space, Inc., to add cleaning services for I.T. Parker Community Center.

Background:

The City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis. Invitation to Bid (ITB) No. 21-027 was advertised and awarded to Clean Space, Inc. The original janitorial agreement was executed on November 23, 2021, and included two (2), two-year renewal options. The City Commission adopted Resolution 2023-141 authorizing the execution of the first of two options to renew the agreement for a two-year term on November 14, 2023.

The City is satisfied with the quality and reliability of Clean Space, Inc.'s janitorial services and with the reopening of I.T. Parker Community Center, the need for janitorial services is needed. City desires to expand services to include I.T. Parker Community Center for routine janitorial services in the ballroom entrance, offices, staff kitchen, senior room, and restrooms at a cost of \$60.00 per cleaning, and after special events and rentals at a cost of \$30.00 per hour, to be offset by rental revenues.

Budgetary Impact

That funding for the additional routine janitorial services is available and appropriated within Facilities Maintenance Fund Contractual Services Account No. 505-39-02-539-34-10. Funding for the post-event cleanup is available and appropriated within IT Parker Contractual Services Account No. 001-72-10-572-34-10 and will be offset by rental revenues.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing a second amendment to the janitorial services agreement awarded via Invitation to Bid (ITB) No. 21-027

entitled “Janitorial Services” with Clean Space, Inc., to add cleaning services for I.T. Parker Community Center.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN SECOND AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID (“ITB”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” WITH CLEAN SPACE, INC. TO ADD CLEANING SERVICES FOR I.T. PARKER COMMUNITY CENTER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis; and

WHEREAS, the original janitorial agreement (the “Agreement”) was executed on November 23, 2021, and included two (2), two-year renewal options; and

WHEREAS, the City Commission adopted Resolution 2023-141 authorizing the execution of the first of two options to renew the Agreement for a two-year term on November 14, 2023; and

WHEREAS, the City is satisfied with the quality and reliability of Clean Space, Inc.’s janitorial services; and

WHEREAS, the City desires to expand services to include I.T. Parker Community Center for routine janitorial services in the ballroom entrance, offices, staff kitchen, senior room, and restrooms at a cost of \$60.00 per cleaning, and after special events and rentals at a cost of \$30.00 per hour, to be offset by rental revenues; and

WHEREAS, the City Administration recommends that the City Commission approve an amendment to the Agreement with Clean Space, Inc. for the additional services.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an amendment to the Agreement with Clean Space, Inc., which amendment is attached as Exhibit “A” and incorporated into this Resolution by this reference, at a cost of \$60.00 per cleaning of the non-ballroom areas, plus an additional \$30.00 per hour for cleaning of the ballroom after special events and rentals.

Section 3. That funding for the additional routine janitorial services is available and appropriated within Facilities Maintenance Fund Contractual Services Account No. 505-39-02-539-34-10. Funding for the post-event cleanup is available and appropriated within IT Parker Contractual Services Account No. 001-72-10-572-34-10 and will be offset by rental revenues.

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 effective 10 days after passage.

PASSED AND ADOPTED on January 14, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CLEAN SPACE INC., FOR SERVICES RELATED TO JANITORIAL SERVICES AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 21-027.

This is the Second Amendment (the “Amendment”) to an Agreement (the “Agreement”), dated _____, 2025, existing between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and Clean Space, Inc. (“Contractor”), a Florida corporation with its principal mailing address of 3764 Northwest 124 Avenue, Coral Springs, Florida 33065. The First Amendment to the Agreement was dated December 8, 2023. The original Agreement was executed on November 23, 2021 and the First Amendment to the Agreement was executed on December 8, 2023.

WHEREAS, Clean Space Inc. was the successful bidder to ITB No. 21-027 for Janitorial Services; and

WHEREAS, the original janitorial agreement (the “Agreement”) was executed on November 23, 2021, and included two (2), two-year renewal options; and

WHEREAS, the City Commission adopted Resolution 2023-141 authorizing the execution of the first of two options to renew the Agreement for a two-year term on November 14, 2023; and

WHEREAS, the City is satisfied with the quality and reliability of Clean Space, Inc.’s janitorial services; and

WHEREAS, the City desires to expand services to include I.T. Parker Community Center for routine janitorial services in the ballroom entrance, offices, staff kitchen, senior room, and restrooms at a cost of \$60.00 per cleaning, and after special events and rentals at a cost of \$30.00 per hour, to be offset by rental revenues; and

WHEREAS, the City Administration recommends that the City Commission approve an amendment to the Agreement with Clean Space, Inc. for the additional services.

In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. The above Whereas clauses are incorporated by reference into this Amendment.
2. That this Amendment shall take effect January 15, 2025.
3. That this Amendment shall expire on November 23, 2025, with one remaining two year option to renew thereafter.
4. That in all other respects, the underlying Agreement is ratified and reaffirmed and remains in full force and effect.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**Clean Space, Inc.,
a Florida corporation**

Signature

Matt Giunco
PRINT Name

OPERATIONS MANAGER
Title

Dated: _____, 2025

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025 by Matt Giunco, as Operations Manager of Clean Space, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

2025



Proposal

Prepared For:

City of Dania Beach: IT Parker Community Center

Date Submitted: November 23, 2024

Our Mission:

"To empower employees to deliver clean spaces that positively impact businesses and communities."



800.499.0116



cleanspaceonline.com

Service Agreement

AREAS SERVICED:

1. Janitorial services 3X per week to (Ballroom entrance, Offices area, staff kitchen area, Senior Studio and restrooms). Expectation for future is to increase to 5X per week service
2. Event cleaning per hour rate

ADDITIONAL INFORMATION:

- **Days and Hours of Service:** See areas serviced
- **What is included:** Labor, cleaning agents, cleaning equipment to provide service.
- **Staff size:** 1

PRICING SCHEDULE:

	(A) COST PER CLEAN	(B) VISITS PER MONTH	(C) TOTALS
Areas Serviced 1.	\$60	13	\$780
Areas Serviced 2. Cost per hour for special events			\$30

ACCEPTANCE OF PROPOSAL:

The client agrees to pay Clean Space the total amount specified in the pricing schedule within 30 days of the invoice date. By signing, the client acknowledges and agrees to the terms outlined in this proposal. In the event of service termination, payment will be required for all services rendered up to the termination date. Accounts past due for more than 30 days will be referred to a collection agency, and the client will be responsible for any associated costs.

CLEAN SPACE, INC.



NAME: Matt Giunco
TITLE: CEO

CITY OF DANIA BEACH: IT PARKER COMMUNITY
CENTER



SIGNATURE

Ana Garcia

NAME: Ana Garcia
TITLE: City Manager



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks and Recreation

SUBJECT: Approval of the amended and restated agreement between Broward County and the City of Dania Beach for Swim Central Water Safety Instruction and Education.

Request:

The Department of Parks and Recreation is requesting approval of an amended and restated agreement between Broward County and the City of Dania Beach for Swim Central Water Safety Instruction and Education and authorizing the proper City officials to renew or extend this agreement under the same terms without further City Commission Action.

Background:

The City of Dania Beach and Broward County entered into an agreement on July 31, 2000 to provide water safety instruction/education at various City locations for those ages six (6) months to fourteen (14) years old.

On July 13, 2012, the City passed the first amended agreement with Broward County for the water safety instruction/education classes.

Broward County has submitted to the Department a new amended agreement for City Commission approval. The amended agreement provides for increased reimbursement rates for the water safety instructor lessons at \$4.25 per participant, per day versus the \$3.20 per child per day which is a benefit to the city.

This program is an benefit to the residents and to Broward County. The Department recommends approval of the new amended agreement.

Budgetary Impact

The reimbursement per child participating in the Swim Central program is increasing from \$3.20 per child to \$4.25 per child.

Recommendation

The Department of Parks and Recreation recommends approval of an amended and restated agreement between Broward County and the City of Dania Beach for Swim Central Water Safety

Instruction and Education and authorizing the proper City officials to renew or extend this agreement under the same terms without further City Commission Action.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION; AUTHORIZING CITY OFFICIALS TO RENEW OR ENTEND THIS AGREEMENT UNDER THE SAME TERMS WITHOUT FURTHER COMMISSION ACTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City entered into an agreement July 31, 2000 with Broward County to provide water safety instruction/education at various City locations; and

WHEREAS, on July 13, 2012 the City passed the first amended agreement with Broward County to provide water safety instruction/education at various City locations; and

WHEREAS, the Department is recommended the City Commission approve the amended and restated agreement between Broward County and the City of Dania Beach for Swim Central Water Safety Instruction and Education; and

WHEREAS, the Mayor and the City Manager are hereby authorized and directed to execute the agreement attached as Exhibit “A” and incorporated into this Resolution by this reference, on behalf of the City; and

WHEREAS, the proper City officials are authorized to renew or extend this agreement, under the same terms without further Commission action.

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

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

Section 2. That the proper City officials are authorized to execute a final agreement with Broward County for Swim Central Water Safety Instruction and Education, which agreement is attached and incorporated by reference as Exhibit “A”.

Section 3. That proper City officials are authorized to renew or extend this agreement under the same terms without further Commission action.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION

This amended and restated agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and City of Dania, a municipal corporation of the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County runs a SWIM Central program to provide swimming lessons and water safety instruction and education to residents of Broward County.

B. The Parties desire to enter into this Agreement authorizing Contractor to provide water safety instruction and education classes for children and adults, as more specifically provided for herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of County's Parks and Recreation Division, the SWIM Central Program Manager, or such other person designated in writing by the Director of County's Parks and Recreation Division.

1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.6. **Designated Representative** means Contractor's City Manager.

1.7. **Division Director** means the Director of County's Parks and Recreation Division.

1.8. **Fiscal Year** means County's fiscal year, October 1 through September 30.

1.9. **Purchasing Director** means County's Director of Purchasing.

1.10. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and any services specified in the Scope of Services attached as Exhibit A.

1.11. **Service Location(s)** means those locations where Contractor provides Services, as more fully described in Exhibit A.

1.12. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.13. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Contractor, regardless of tier.

1.14. **SWIM Central** means the County's SWIM Central program, which coordinates water safety instruction and awareness in Broward County.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Declaration of Criminal Background Screening
Exhibit E	Invoice for School Days and Designated Camps/Sites
Exhibit F	Invoice for Vouchers/Coupons

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Classes Offered. Contractor may provide any of the following classes (each a "Class Type") as more fully described in Exhibit A: Child Water Safety Instruction Classes during the school day; Child Water Safety Instruction Classes at designated camps; Child Water Safety Group Lessons with vouchers/coupons; Adult Water Safety Group Lessons with vouchers/coupons; and Special Needs Classes for children and adults.

3.3. The County may authorize Contractor to provide additional services under this Agreement if County obtains funding for such additional services from the Children's Services Council of Broward County or any other funding source. Any such additional services to be provided by Contractor shall be documented in the form of an amendment to this Agreement executed by Contractor and the appropriate award authority for County.

3.4. Prior to any Services being provided, Contractor shall require the class participants (or the appropriate parent/legal guardian, for participants who are minors) execute a waiver, indemnity, and release of liability in a form approved by the Office of the County Attorney.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on October 1, 2024 ("Effective Date") and continues through one (1) year ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Extensions. After the Initial Term, this Agreement shall automatically extend for four (4) additional one (1) year extension terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement, unless otherwise terminated in accordance with this Agreement.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County Fiscal Year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.4. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. The maximum not-to-exceed amount of compensation to be paid by County to Contractor for Services provided under this Agreement shall be One Hundred Thousand Dollars (\$100,000) each Fiscal Year, and is subject to the availability and annual appropriation of funding for SWIM Central in the Board's sole discretion.

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. For each Class Type, Contractor may submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. The invoices for each Class Type may be paid by County separately or together, in County's sole discretion.

5.2.2. Contractor shall utilize the invoice form that corresponds to the Reimbursement Rate designated for that Class Type in Exhibit B. For Class Types that are reimbursed per participant, Contractor shall utilize the invoice form attached as Exhibit E (Invoice for School Days and Designated Camps/Sites). For Class Types that are reimbursed per

voucher/coupon, Contractor shall utilize the invoice form attached as Exhibit F (Invoice for Vouchers/Coupons). The Contract Administrator may modify Exhibits E and F, in their sole discretion, upon written notice to Contractor.

5.2.3. Contractor will ensure all documents required by this Section 5.2 are completed and signed by an authorized representative of Contractor. County's obligation to make payment to Contractor is contingent upon County's verification of the supporting documentation provided with the invoice.

5.2.4. Contractor must submit the following supporting documentation with any Invoice for School Days and Designated Camps/Sites (Exhibit E): attendance sheets, water safety skill sheets, registration forms for each participant, and session evaluations grouped by class.

5.2.5. Contractor must submit the following supporting documentation with any Invoice for Vouchers/Coupons (Exhibit F): the original voucher/coupon for each participant; and a copy of the class registration form for each participant, which shall include the total amount paid for the class.

5.2.6. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address provided in the "Notices" section of this Agreement, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.7. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under

Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Payment Disputes. The Parties will attempt in good faith to resolve any payment dispute arising out of or relating to this Agreement through negotiations between the Division Director and Contractor's representative with authority to settle the relevant payment dispute. If the Division Director and Contractor's representative cannot agree on a resolution, the matter shall be forwarded to the County Administrator for review, and the decision of the County Administrator shall be final and binding on the Parties. Performance by Contractor under this Agreement shall continue during the dispute resolution process unless otherwise directed in writing by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Entities of Foreign Concern. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.13. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.14. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. SOVEREIGN IMMUNITY; INDEMNIFICATION

7.1. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County (or Contractor, if Contractor is a Florida municipality, state agency, or political subdivision as defined in Section 768.28, Florida Statutes), nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

7.2. Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach

of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. LIABILITY PROTECTION; INSURANCE

8.1. Public Entities. If Contractor is a municipality, state agency, or political subdivision subject to Section 768.28, Florida Statutes, then in lieu of complying with the insurance requirements set forth in Sections 8.2 through 8.12 in this article, Contractor shall furnish the Contract Administrator prior to final execution of this Agreement, annually, and upon County's request with written verification of liability protection in accordance with state law. If Contractor is not a municipality, state agency, or political subdivision subject to Section 768.28, Florida Statutes, Contractor shall comply with the requirements of Section 8.2 through 8.12.

8.2. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.3. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.4. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.5. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and

shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.6. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.7. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.8. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

8.9. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's insurance policies.

8.10. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.11. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.12. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in

Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to: Contractor’s (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Although no CBE goal has been set for this Agreement under County's CBE Program as established by Broward County Business Opportunity Act of 2012, County encourages Contractor to give full consideration to the use of CBE firms to perform the Services.

ARTICLE 11. CRIMINAL BACKGROUND SCREENING

11.1. Contractor shall perform criminal background screening on its officers, employees, agents, Subcontractors, and volunteers who will be performing Services.

11.2. Contractor shall not employ nor permit any person to provide any Services who: (i) is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement Sexual Offenders and Predators Search Website or the United States Department of Justice Dru Sjodin National Sex Offender Public Website; or (ii) has been convicted of or is pending adjudication of any of the following charges: sexual misconduct; adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report such abuse; criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction; murder; manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child; vehicular homicide; killing an unborn child by injury to the mother; assault, battery, and culpable negligence, if the offense was a felony; assault of a minor; battery of a minor; kidnapping; false imprisonment; luring or enticing a child; taking, enticing, or removing a child beyond state limits with criminal intent pending a custody proceeding; carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to a designated person; exhibiting firearms or weapons within 1,000 feet of a school; possessing an electric weapon or device, destructive device, or other weapon on school property; sexual battery; prohibited acts of persons in familial or custodial authority;

unlawful sexual activity with a minor; prostitution; lewd and lascivious behavior; lewdness or indecent exposure; arson; burglary; felony voyeurism; felony theft or robbery; felony fraudulent sale of controlled substances; abuse, aggravated abuse, or neglect of an elderly person or disabled adult; lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult; felony exploitation of disabled adults or elderly persons; incest; child abuse, aggravated child abuse, or neglect of a child; contributing to the delinquency or dependency of a child; negligent treatment of children; sexual performance by a child; resisting arrest with violence; depriving a law enforcement, correctional, or correctional probation officer's means of protection or communication; aiding in an escape; aiding in the escape of juvenile inmates in a correctional institution; any offense related to obscene literature; encouraging or recruiting another to join a criminal gang; felony sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver, of a controlled substance to a minor; inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm; harboring, concealing, or aiding an escaped prisoner; introduction of contraband into a correctional facility; sexual misconduct in juvenile justice programs; contraband introduced into detention facilities; a crime under Section 944.35, Florida Statutes; or any attempt, solicitation, or conspiracy to commit any of the crimes included in this section. Each of the foregoing crimes are referred to as a "disqualifying offense."

11.3. Contractor shall maintain copies of the results of all criminal background screenings required by this article throughout the Term and promptly forward copies of same to County upon request from the Contract Administrator.

11.4. Contractor shall be required to furnish to the Contract Administrator, on a monthly basis and simultaneously with any invoice for payment, a Declaration of Criminal Background Screening, in the form attached as Exhibit D, listing the required information. Contractor's first monthly declaration shall include all individuals performing Services and the screening results. Thereafter, except for the annual rescreening referenced below, the monthly declaration need only identify persons newly providing Services or no longer providing Services since the previous monthly declaration. The Contract Administrator may, in their discretion, permit Contractor to furnish the monthly declaration in an electronic format. Contractor's officers, employees, agents, Subcontractors, and volunteers subject to the criminal background screening under this article must be rescreened at least annually (based on the date of each person's initial screening) and the results of same included in the applicable monthly declaration.

11.5. If Contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, showing that a person previously deemed eligible by Contractor to provide Services has been arrested on or convicted of a disqualifying offense, Contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Contractor based on the requirements of this article, Contractor shall immediately cease allowing the person to perform Services. Additionally, Contractor shall require any person background screened pursuant to this article to notify Contractor within twenty-four (24) hours after any arrest related to a disqualifying offense that has occurred after the person was deemed eligible to perform Services.

11.6. Contractor shall, by written contract, require its Subcontractors who perform Services to be subject to the requirements and obligations of this article.

11.7. The County Administrator may terminate this Agreement immediately for cause, and without an opportunity to cure, by written notice provided to Contractor, for any violation related to Contractor's failure to comply with this article. Contractor will not be subject to immediate termination if the County Administrator determines, in their sole discretion, that a violation of this article was outside the reasonable control of Contractor, and that Contractor has demonstrated subsequent compliance with the requirements of this article.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

12.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all Contractor's agreements with Subcontractor(s).

12.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

12.3.1. Keep and maintain public records required by County to perform the Services;

12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

12.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

12.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT (954) 357-8100, PARKSDIRECTOR@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

12.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, Contractor shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

12.7. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Parks and Recreation Division

Attention: Director

950 NW 38th Street, Oakland Park, Florida 33309

Email address: parksdirector@broward.org with a copy to parkscontracts@broward.org

FOR CONTRACTOR:

City of Dania Beach

Attention: City Manager

100 W Dania Beach Boulevard

Dania Beach, FL 33004

Email address: agarcia@daniabeachfl.gov

And

City of Dania Beach

Attention: City Attorney

Email address; eboutsis@daniabeachfl.gov

12.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately

terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.10. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

12.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.12. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as

“herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

12.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

12.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.20. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of

Privacy Practices” notice of Contractor’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

12.21. Payable Interest.

12.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

12.24. Use of County Name or Logo. Contractor shall not use County’s name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

12.25. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.26. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

12.27. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, by and through its Board of County Commissioners, signing by and through its Director of Parks and Recreation Division, authorized to execute same pursuant to Section 13.91(h) of the Broward County Administrative Code; and Contractor, signing by and through its duly authorized representative.

County

Broward County, by and through its
Director of Parks and Recreation Division

By _____
Director of Parks and Recreation Division

_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Amanda Tolbert (Date)
Assistant County Attorney

AMT
SWIM central Educator Agreement
7/30/2024
#1111299v3

**AMENDED AND RESTATED BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION**

CONTRACTOR

City of Dania Beach

By: _____
Mayor Joyce L Davis

_____ day of _____, 20__

City of Dania Beach

By: _____
Ana M. Garcia, City Manager

_____ day of _____, 202_.

Exhibit A
Scope of Services

Contractor shall provide the following Services:

1. Services Summary

- A. Contractor shall provide Services at the following Service Location: C.W. Thomas Park and Patrick J Meli Park.
- B. The Contract Administrator may modify the Service Location(s), including adding or removing sites, upon prior written notice to Contractor. However, the inclusion of any additional Service Locations shall not modify the maximum compensation amount set forth in Section 5.1 of this Agreement.
- C. All payments to Contractor for Services will be made by County to Contractor on a reimbursement basis at the rates provided in Exhibit B, Payment Schedule, subject to the invoice requirements set forth in this Agreement.
- D. Contractor shall conduct all classes in a careful and responsible manner with due regard for the safety of the participants and others.
- E. Contractor shall be solely responsible for securing the services of, and compensating, its employees or other persons as may be required to adequately and safely perform the Services.
- F. Contractor shall provide the Services using instructors licensed or certified by any of the following State of Florida ("SOF") approved water safety training agencies, or other SOF-approved water safety training agencies authorized by the Children's Services Council of Broward County: American Red Cross, YMCA, Ellis & Associates, Inc., Starfish Aquatics Institute, Baby Otter Swim School, Inc., Infant Swimming Research Inc., or SwimAmerica.
- G. Contractor shall provide a minimum of 25 minutes of water safety education and instruction in the water for each class.
- H. Contractor shall comply with the instructor to child ratio required by Contractor's license or certification obtained from the SOF-approved water safety training agency; however, in no event shall Contractor's instructor to child ratios exceed one (1) instructor to ten (10) children. Contractor may use instructor aides to maximize effectiveness of instruction based on class size with the prior approval of the Contract Administrator; however, use of instructor aides shall not be counted in Contractor's instructor to child ratio requirement.

I. Contractor shall provide at least one (1) lifeguard on the pool deck when classes are conducted. Lifeguards shall not be counted in Contractor's instructor to child ratio requirement.

J. Contractor shall maintain compliance with the requirements for public swimming pools and bathing places set forth in Applicable Law, including without limitation Chapter 514, Florida Statutes, and Rule 64E-9, Florida Administrative Code, administered by the State of Florida, Department of Health.

2. Services Description

A. **Child Water Safety Instruction Classes (during the school day).** For schools that require transportation utilizing Broward County School Board buses, classes will be conducted between the hours of 10 a.m. and 1 p.m. Classes will be conducted over a two (2) week period designated by the Contract Administrator, unless another alternative schedule is mutually agreed upon by the Contractor and the Contract Administrator, in writing.

B. **Child Water Safety Instruction Classes (designated camps).** Classes at camps designated by the Children's Services Council of Broward County will be held during times that Broward County schools are not in session. The designated camps shall be responsible for arranging transportation of the children to and from the pool; transportation is not provided by County. The class schedule shall be mutually agreed upon by the applicable camp and Contractor, subject to County approval of the agreed upon dates and times.

C. **Child Water Safety Vouchers/Coupons for Group Lessons (6 to 10 lessons).** Classes shall be registered in sessions, with each session consisting of six (6) to ten (10) classes. Classes will be held at times when the pool(s) are open for instruction or other use. Vouchers/coupons will be provided by County directly to the child's parent, no more often than once per Fiscal Year. No more than one voucher/coupon may be collected by Contractor per participant per session, which may or may not cover the entire cost of the session offered by Contractor. For any session for which the cost of the session exceeds the voucher/coupon reimbursement rate in Exhibit B, and for any family whose child is referred for classes by the Broward Sheriff's Office, Child Protection Investigators, the Children's Services Council of Broward County's Family Support services providers, or the Water Smart Babies Prescription Program, Contractor shall be required to use an income-based sliding fee scale to determine the session fee for participants. Contractor shall provide the Contract Administrator with a copy of the sliding fee scale utilized by Contractor and any documentation supporting the sliding fee scale. Any changes made to the sliding fee scale by Contractor during the Term shall be provided to the Contract Administrator within ten (10) days after such change.

D. **Adult Water Safety Vouchers/Coupons for Group Lessons (6 to 10 lessons).** Classes shall be registered in sessions, with each session consisting of six (6) to ten (10)

classes. Classes shall be conducted only for basic water safety instruction for adults, ages 18 years of age and older, who are learning to swim or learning to overcome their fear of the water. Stroke development, fitness swimming, or water aerobics classes are excluded. Vouchers/coupons will be provided by County directly to participants no more often than once per Fiscal Year. No more than one voucher/coupon may be collected by Contractor per participant per session, which may or may not cover the entire cost of the session offered by Contractor.

E. **Special Needs Classes for Children and Adults.** Due to the profound disabilities of the children and adults attending these classes, pre-set ratios for standard instruction are not applicable and the required ratios of instructors to participants will instead be determined by Contractor based on the impairments of the children or adults at issue. Classes will be scheduled in the same manner as the school day program.

3. Communication and Reports

Contractor shall notify the Contract Administrator, in advance when possible, of any instance where a scheduled class is not conducted as a result of mechanical issues with the pool or pool equipment, inclement weather forcing closure of the pool/facility, unsafe conditions preventing schools from attending a class, lack of appropriate staffing to conduct a class, or any other foreseeable or unforeseen circumstance.

In the event a participant is injured at the pool/facility while attending a class, Contractor shall notify the Contract Administrator as soon as possible, but no later than one (1) business day after the incident, and shall provide a copy of the pool/facility's incident report to County.

County may hold meetings annually to discuss any changes to the SWIM Central program. Contractor shall be required to have a representative attend these meetings unless excused by County.

Exhibit B
Payment Schedule

The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Table A: Class Fees

Services/Class Types	Reimbursement Rate	Invoice Form
Child Water Safety Instruction Classes during the school day	\$4.25 per participant, per day	Exhibit E
Child Water Safety Instruction Classes at designated camps	\$4.25 per participant, per day	Exhibit E
Child Water Safety Vouchers/Coupons for Group Lessons (6 to 10 lessons per session)	\$55 voucher/coupon per child registered, per Fiscal Year	Exhibit F
Adult Water Safety Vouchers/Coupons for Groups Lessons (6 to 10 lessons per session)	\$60 voucher/coupon per adult, per Fiscal Year	Exhibit F
Special Needs Classes for children and adults	\$4.25 per participant, per day	Exhibit E
MAXIMUM NOT-TO-EXCEED AMOUNT:	\$100,000.00 per Fiscal Year	

The Contract Administrator may approve, in advance and in writing, changes to each Reimbursement Rate set forth in this Exhibit B so long as the total amount paid to Contractor by County does not exceed the Maximum Not-To-Exceed Amount set forth in Section 5.1.

Exhibit C
Minimum Insurance Requirements

Contractor is a public entity that is self-insured in accordance with Florida law. Pursuant to Section 8.1 of this Agreement, Grantee shall provide self-insurance, as outlined in the self-insurance letter attached hereto, in lieu of any other insurance required by Article 8 of this Agreement.

Exhibit D
Declaration of Criminal Background Screening

AGREEMENT TITLE: _____

CONTRACTOR'S NAME: _____

DATE: _____

By signing this form, I am swearing or affirming that all individuals providing Services to County under the Agreement have been background screened in accordance with the background screening requirements set forth in the Agreement and been deemed eligible by Contractor to provide such services as described in the Agreement. The information contained in this declaration is up to date as of the date this declaration is furnished to the Contract Administrator per the requirements of the Agreement.

All individuals providing Services under the Agreement are listed below under categories 1 and 2 below. Each individual shall be identified by name, birth date, and date deemed eligible, and shall fall into one (1) of the following categories:

1. Initially screened and deemed eligible

[Insert list of individuals and include the Park(s) where such individuals will be providing Services] *[Applicable only to first monthly declaration. Thereafter, only categories 2 and 3 must be completed.]*

2. New individuals screened and deemed eligible.

[Insert list of individuals and include the Service Location(s) where such individuals will be providing Services]

3. Individuals no longer providing Services under the Agreement.

[Insert list of individuals]

In accordance with Section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Declaration of Criminal Background Screening and that the facts stated in it are true.

Authorized Signer

Date

Exhibit F
Invoice for Vouchers/Coupons

[Company Name]

[Street Address]

Phone [Phone Number]

Fax [Fax Number]

INVOICE

INVOICE #[100]
DATE: [PICK THE DATE]

TO: Broward County SWIM Central 950 NW 38 th St. Oakland Park, FL 33309 954-357-7946	FOR: SWIM CENTRAL VOUCHER/COUPON PROGRAM
---	---

VOUCHERS/COUPONS # *INVOICE MUST REFLECT A LIST OF ALL COUPONS ACCEPTED FOR THE MONTH	RATE [PER CHILD PER CLASS]	AMOUNT

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

for

WATER SAFETY INSTRUCTION/EDUCATION

AGREEMENT

Between

BROWARD COUNTY

and

City of Dania Beach

for

WATER SAFETY INSTRUCTION/EDUCATION

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

City of Dania Beach, a municipal corporation of the State of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY desires to make water safety instruction available to children in Broward County ages six (6) months to fourteen (14) years; and

WHEREAS, COUNTY desires to make water safety education classes available to adults residing in Broward County; and

WHEREAS, COUNTY desires to make water safety instructor certification classes available to the general public; and

WHEREAS, CONTRACTOR is willing to provide water safety instruction, adult water safety education, and water safety instructor certification classes as set forth herein this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE I

SCOPE OF SERVICES

- 1.1 CONTRACTOR shall furnish the water safety instruction to children in Broward County ages six (6) months to fourteen (14) years at the following location(s):
C.W. Thomas Park - 800 NW 2nd Street Services to be provided by CONTRACTOR are more specifically described in Exhibit "A" attached hereto and made a part hereof.
- 1.2 CONTRACTOR shall furnish water safety adult education classes to persons residing in Broward County at the following location(s):
C.W. Thomas Park - 800 NW 2nd Street Services to be provided by CONTRACTOR are more specifically described in Exhibit "A" attached hereto and made a part hereof.
- 1.3 CONTRACTOR shall furnish water safety instructor certification classes at the following location(s): C.W. Thomas Park - 800 NW 2nd St. Services to be provided by CONTRACTOR are more specifically described in Exhibit "A" attached hereto and made a part hereof.
- 1.4 CONTRACTOR shall conduct a term of classes for the services described in Sections 1.1 - 1.3 above in such location(s) and times to be mutually agreed upon by the parties.
- 1.5 CONTRACTOR shall conduct all classes in a careful and responsible manner with due regard for the safety of the participants and others.
- 1.6 CONTRACTOR represents that it, or any persons assisting CONTRACTOR in the performance of services herein, has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein and to provide and perform such services to COUNTY's satisfaction. CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner.
- 1.7 CONTRACTOR shall be solely responsible for securing the services of and compensating any other persons or other personnel as may be required to adequately and safely perform the services provided for herein.
- 1.8 CONTRACTOR shall be required to do either of the following prior to commencement of water safety instruction services under this Agreement: (i)

require all participants (parent/legal guardian for minors) to sign a waiver and release of liability form on behalf of COUNTY which will be provided to CONTRACTOR by COUNTY's Contract Administrator or (ii) include COUNTY in CONTRACTOR's own waiver and release of liability form following approval of CONTRACTOR's form by the County Attorney's Office.

- 1.9 COUNTY and CONTRACTOR acknowledge and agree any procurement of services referenced herein during the term of this Agreement shall be within COUNTY's Director of the Parks and Recreation Division's procurement authority of Thirty Thousand Dollars (\$30,000.00). Any change or modification to the maximum amount of compensation to be paid to CONTRACTOR under this Agreement which exceeds the Parks and Recreation Division's procurement authority noted above shall be presented to the Board for approval in the form of an amendment to this Agreement.

ARTICLE 2

COMPENSATION

- 2.1 CONTRACTOR shall register all students for the water safety instruction classes provided herein on the form provided by COUNTY. COUNTY agrees to reimburse CONTRACTOR, on a monthly basis, Three Dollars and Twenty Cents (\$3.20) per child per lesson. CONTRACTOR's monthly attendance sheet shall be submitted to COUNTY and COUNTY shall create the invoice required for payment for such services.
- 2.2 COUNTY and CONTRACTOR shall mutually agree to the fees to be charged for the adult education and the water safety instruction certification classes prior to the commencement of these services by CONTRACTOR. COUNTY agrees to reimburse CONTRACTOR, on a monthly basis, the agreed upon fees for the provision of adult education and water safety instruction classes following submission by CONTRACTOR of a proper invoice.
- 2.3 COUNTY agrees to pay CONTRACTOR within thirty (30) calendar days of receipt of the invoice for said services. Payment shall be made to CONTRACTOR in accordance with COUNTY's Prompt Payment Ordinance, (Sec. 1-51.6, Broward County Code of Ordinances) as may be amended from time to time, and at the address specified in Article 9, "NOTICES" section of this Agreement.
- 2.4 The maximum amount of compensation to be paid by COUNTY to CONTRACTOR for services rendered under this Agreement shall be \$30,000.00.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year from October 1, 1999, through September 30, 2000. This Agreement shall be automatically renewed for additional one (1) year terms under the same terms and conditions contained herein unless either party elects not to renew this Agreement by providing the other party with sixty (60) days written notice as provided for in Article 9, "NOTICES" section of this Agreement. Continuation of this Agreement beyond the end of any fiscal year of COUNTY shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4

TERMINATION OF AGREEMENT

- 4.1 The performance of services under this Agreement may be terminated immediately by either party when such party determines that it is in the best interest of the public health, safety and welfare. Such notice may be made verbally to the other party pursuant to Article 9, "NOTICES" section of this Agreement, and shall be promptly followed by written notice in accordance said Article. COUNTY shall be liable only for payment for work performed by CONTRACTOR prior to the effective date of such termination. The effective date of any termination under this Section shall be the date of receipt of notice from the terminating party.
- 4.2 Either party may terminate this Agreement for convenience by giving the other party sixty (60) days written notice as provided for in Article 9 herein. The effective date of any termination under this Section shall be the date of receipt of written notice from the terminating party.

ARTICLE 5

INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR shall be by employees, agents or approved subcontractors of CONTRACTOR and subject to supervision by CONTRACTOR. In providing such services, neither CONTRACTOR nor its employees, agents or approved subcontractors shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax

responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

ARTICLE 6

LIABILITY

CONTRACTOR is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7

INSURANCE

CONTRACTOR is a state agency or subdivision as defined by Section 768.28, Florida Statutes, and CONTRACTOR shall furnish COUNTY's Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8

NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

- 8.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

- 8.2 CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 8.3 CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

ARTICLE 9

NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Bob Harbin, Director
Broward County Parks and Recreation Division
950 Northwest 38th Street
Oakland Park, Florida 33309

FOR CONTRACTOR:

Mardie Holloway
City of Dania Beach P&R
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

ARTICLE 10

FINANCIAL STATEMENTS/MANAGEMENT LETTERS

- 10.1 CONTRACTOR shall provide two (2) copies of CONTRACTOR's audited financial statements consisting of Balance Sheets, Statement of Operations, Statement of Changes in Fund Balances, Statement of Cash Flows, any management letter(s) thereby generated as it relates to funding provided under this Agreement, and CONTRACTOR's response to any management letter(s). The audit of the financial statements shall be performed by an independent certified public accounting firm in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller of the United States.
- 10.2 CONTRACTOR shall provide to COUNTY's Contract Administrator three (3) copies of a special report prepared by an independent certified public accountant, or by CONTRACTOR's internal auditor or Finance Director if no internal auditor exists, on the following elements. The special report shall show all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY.
- 10.3 If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be a review and contain a report on the reports required by this Agreement from the financial records of CONTRACTOR in accordance with the normal internal audit procedures of CONTRACTOR. The special report is to be filed with CONTRACTOR's governing body.
- 10.4 CONTRACTOR shall submit two (2) copies of the financial statements described in Section 10.1 above, one (1) copy of the accompanying management letter, if any, and three (3) copies of the special report described in Section 10.2 above to COUNTY's Contract Administrator within one hundred twenty (120) days after the close of CONTRACTOR's fiscal years in which CONTRACTOR receives funds under this Agreement.

ARTICLE 11

MISCELLANEOUS

- 11.1 Amendment. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 11.2 Assignment. CONTRACTOR shall not transfer, assign or subcontract the performance of services called for in this Agreement without the prior written consent of COUNTY.
- 11.3 Compliance with Laws. CONTRACTOR shall, without additional expense to COUNTY, be responsible for obtaining any necessary licenses and for complying with any and all applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of the services specified herein.
- 11.4 Third Party Beneficiaries. Neither CONTRACTOR nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 11.5 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or

incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

- 11.6 Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the Board of County Commissioners shall have the right to terminate this Agreement without liability at its discretion, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 11.7 Waiver of Breach and Materiality. Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. COUNTY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 11.8 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 11.9 Joint Preparation. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 11.10 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation

from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 11.11 Applicable Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 11.12 Contract Administrators. The Contract Administrators for this Agreement are the Parks and Recreation Division Director or designee for COUNTY, and CONTRACTOR's City Manager or designee for CONTRACTOR. In the implementation of the terms and conditions of this Agreement, as contrasted with matter of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrators. For purposes of this Agreement, the term "COUNTY" used herein, as it relates to renewal or termination of this Agreement, shall mean action taken by the Director of COUNTY's Parks and Recreation Division.
- 11.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.
- 11.14 Multiple Originals. This Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through the Director of its Parks and Recreation Division, authorized to execute same by the Board of County Commissioners on the 21 day of March, 2000, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the Director,
PARKS AND RECREATION DIVISION

James L. McMahon
Judy Krome

Insurance Requirements
approved by County's
Risk Management Division

By [Signature] 5/7/00
Director
31 day of July, 2002

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Mary M. Meister

By [Signature]
PATRICE M. EICHEN
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND City of Dania Beach FOR
WATER SAFETY INSTRUCTION

CONTRACTOR - Dania Beach, through
the Director,
Parks and Recreation

WITNESSES:

Charles Johnson

Betty J. Lind

ATTEST:

Sheryl Chapman
Acting City Clerk

(CORPORATE SEAL)

CITY OF Dania Beach

By C.K. McElroy, Mayor

By: Michael Smith, City Manager
14th day of July, 2000

APPROVED AS TO FORM:

By T.J. AM
City Attorney

PME:smc
swim.a01
2/21/00
#00-115.15

EXHIBIT "A"

Insert a specific scope of services

I. Scope of Services

The PROVIDER agrees to provide water safety lessons Swimming JR-820.950-80, to children ("Clients") age's 6 months through 14 years, which will include water safety practices. The lessons will be given at parks, municipal pools, and private agency pools. The Swim Central Water Safety Education Program is a collaborative effort between the Broward County Parks and Recreation Division, the lead agency and the following: YMCA of South Broward County, Broward County Boys and Girls Club, Broward Chapter of the American Red Cross, Family Central, YMCA of Broward County, City Lauderdale Lakes, International Swimming Hall of Fame, City of Lauderdale, City of Miramar, City of Sunrise, City of Oakland Park, City of Deerfield Beach, City of Pompano Beach, City of Coral Springs, City of Hollywood, Town of Davie, Swim America, City of Dania, City of Fort Lauderdale, City of Hallandale, City of Pembroke Pines, City of Plantation, City of North Lauderdale, Cooper City, City of Coconut Creek, City of Margate, Broward County School System, and the City of Tamarac. The Program will provide a minimum of eight (8) and maximum of ten (10) each of water safety lessons to 8,600 children. In addition, in collaboration with the Broward County School Board who will provide transportation, Broward County Elementary school aged children ("Clients") will receive up to twenty (20) water safety lessons by Provider. The family of every child participating in the program will receive swim safety information sessions. There will be a minimum of 2,500 adults ("Clients") participating in these sessions, which will be facilitated by a certified American Red Cross instructor. These sessions will provide Basic CPR, Basic Water Safety and Basic First Aid. Each family will receive the "Till Help Arrives" booklet and the Swim Central Water Safety Brochure.

Collaborations providing water safety instruction will employ instructors authorized in one of the five state approved programs, Red Cross, YMCA, Ellis, Swim America, and NASCO. They will be trained and certified by instructor trainers in their respective programs.

Collaborators will use the instructor/student ratio according to their program curriculums. Many will be using instructor aides to maximize class size. Children age 36 months and under will be accompanied in the pool by a parent/guardian. The children will receive a minimum of 35-45 minutes of water safety instruction per class.

EXHIBIT E ATTACHMENT

OUTCOMES

Agency Name: Broward County Parks & Recreation Division Program Name: Swim Central Program
 Division: CSAD Main Contract Number: 00-PR-1 Division Contract Number: 00-PR-1

Program Type	Activities	Outcomes	*Type	Indicators	Data Source	Data Collection Method
Water Safety	1. Certified swim instructors will provide a series of a maximum of ten (10) lessons to children ages 6 months to 14 years. Lessons will each last a minimum of 35-45 minutes. Broward County School Board will receive a maximum of twenty (20) lessons.	1. Children have increased their chances of survival in and near the water.	IN	1a. 80% of the children under age 3, completing less than 6 classes will learn to kick in the water and blow bubbles.	Program Participant and Instructor	1a,b. Skills check list will be updated for children under age 3 after each class and retained in client files.
				1b. 80% of the children under age 3, completing 6 to 10 classes will learn to hold on to the side of the pool wall and have the ability to use a personal flotation device (PFD).	Program Participant and Instructor	
				1c. 80% of the children 3 years and older, completing less than 6 lessons, will learn to put their face in the water, and use <u>rhythmic breathing breath control</u> .	Program Participant and instructor	1c,d. Skills check list will be updated for children 3 years and older after each class and retained in client files.
				1d. 80% of the children 3 years and older, completing 6 to 10 classes, will learn to float on their back and return to the side of the pool.	Program Participant and instructor	

Program Type	Activities	Outcomes	Type	Indicators	Data Source	Data Collection Method
Water Safety	2. Certified instructors will facilitate the family education sessions (1-2 hours) of information about CPR, First Aid and Water Safety.	2. Parents and guardians will have improved their knowledge of CPR, First Aid and Water Safety.	IN	2. 90% of parents and guardians who participate in the family education sessions will have additional knowledge of CPR, First Aid and Water Safety.	Parents and Guardians	2. YMCA/Red Cross pre and post test will be completed by parents and guardians.
Water Safety	3. Follow-up will be conducted on all program participants for 3 years after completing the program.	3. Children participating in the program have not drowned.	LT	3. 99% of the children who participate in the swim program will not have drowned 3 years after program completion.	Program Participant and Medical Examiner's reports.	3. YMCA staff will verify drowning cases with the Medical Examiner's Office in order to determine if any program participants have drowned.
Water Safety	Program will certify adults in water safety instruction.	Adults will receive water safety instructor certifications.	IN	90% of the adults taking the course will receive water safety instructor certifications.	Adult Participants	Pre and Post tests will be administered by Swim Central and the Red Cross.

*Type:Initial (I)

Intermediate (IN)

Long-term (LT)

CITY OF DANIA BEACH

MEMORANDUM

TO: J. Randy Wilkinson, Parks & Recreation Director

cc: Michael W. Smith, City Manager
Charlene Johnson, Deputy City Clerk ✓

FROM: Thomas J. Ansbro, City Attorney 

DATE: June 27, 2000

RE: Water Safety Instruction/Education Agreement;
Your Memorandum of June 9, 2000

This will confirm our telephone conversation (late Monday afternoon, June 26, 2000) in which I advised you that the agreement appeared satisfactory as to legal form. We discussed the fact that the "term" of the agreement extends from October 1, 1999 through September 30, 2000; you indicated, however, that since the City only conducts the program in the summer, timing is not an issue. I also advised you that this would require advance City Commission approval, at least by virtue of a motion on a "Consent Agenda" of the City Commission.

If you have any further questions or comments regarding the foregoing, please contact me.

TJA:ldc

Attachments (June 9th memo and Agreement)

FIRST AMENDMENT TO
AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

for

WATER SAFETY INSTRUCTION/EDUCATION

FIRST AMENDMENT TO
AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

for

WATER SAFETY INSTRUCTION/EDUCATION

This is a First Amendment to Agreement ("First Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and CITY OF DANIA BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, the Parties entered into an agreement ("Agreement") dated July 31, 2000, providing for CITY to provide water safety instruction and water safety instructor certification classes ("Services") at various locations in CITY; and

WHEREAS, the Agreement inadvertently did not include all locations where the Services have been provided by CITY under the Agreement; and

WHEREAS, the Parties desire to enter into this First Amendment clarifying the locations where the Services are provided by CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Sections 1.1 through 1.3 of the Agreement are amended as follows:

- 1.1 ~~CONTRACTOR CITY~~ shall furnish the water safety instruction to children in Broward County ages six (6) months to fourteen (14) years at the following location(s): C.W. Thomas Park – 800 NW 2nd Street and Patrick J. Meli Park. Services to be provided by ~~CONTRACTOR CITY~~ are more specifically described in Exhibit "A₁" attached hereto and made a part hereof.
- 1.2 ~~CONTRACTOR CITY~~ shall furnish water safety adult education classes to persons residing in Broward County at the following location(s): C.W. Thomas Park – 800 NW 2nd Street and Patrick J. Meli Park. Services to be provided by ~~CONTRACTOR CITY~~ are more specifically described in Exhibit "A₁" attached hereto and made a part hereof.
- 1.3 ~~CONTRACTOR CITY~~ shall furnish water safety instructor certification classes at the following location(s): C.W. Thomas Park – 800 NW 2nd Street and Patrick J. Meli Park. Services to be provided by ~~CONTRACTOR CITY~~ are more specifically described in Exhibit "A₁" attached hereto and made a part hereof.
3. Except as provided for in this First Amendment, all terms and conditions contained in the Agreement not in conflict herewith shall remain in force and effect.
4. Upon execution by the Parties, the effective date of this First Amendment shall be retroactive to January 1, 2003.
5. Multiple copies of this First Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

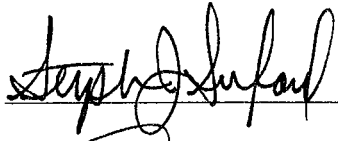
(Remainder of Page Intentionally Left Blank)

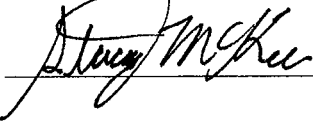
Words in ~~struck-through~~ type are deletions from existing text.
Words in underscoring type are additions to existing text.

IN WITNESS WHEREOF, the parties to this First Amendment have made and executed the same to an Agreement dated July 31, 2000, on the respective dates under each signature: BROWARD COUNTY, through the Director of the Parks and Recreation Division, authorized to execute same pursuant to Section 13.91(h) of the Broward County Administrative Code, and the CITY OF DANIA BEACH, FLORIDA, signing by and through ROBERT BALDWIN, City Manager, who is duly authorized to execute same.

COUNTY

WITNESSES:





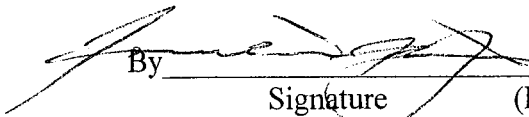
BROWARD COUNTY, through the
Director, Parks and Recreation Division

By 

Dan West

13th day of January, 2012

Insurance requirements
approved by Broward County
Risk Management Division

By  12/5/12

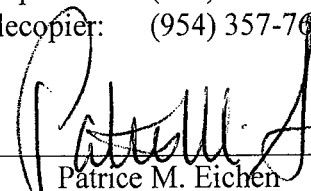
Signature (Date)

Risk Management Division

~~Patrice M. Eichen~~

Patrice M. Eichen
Risk Insurance and
Contracts Manager

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

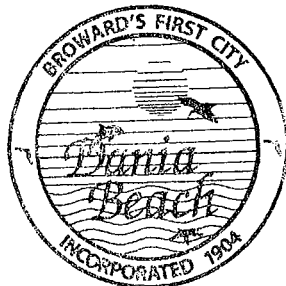
By  12/7/12

Patrice M. Eichen (Date)
Assistant County Attorney

FIRST AMENDMENT TO AN AGREEMENT DATED JULY 31, 2000, BETWEEN
BROWARD COUNTY AND CITY OF DANIA BEACH, FLORIDA, FOR WATER SAFETY
INSTRUCTION/EDUCATION.

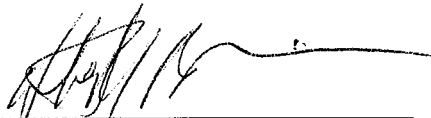
ATTEST:


LOUISE STILSON, CMC
CITY CLERK



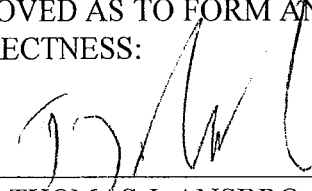
CONTRACTOR

CITY OF DANIA BEACH

By: 
ROBERT BALDWIN
CITY MANAGER

27 day of NOVEMBER, 2012

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
THOMAS J. ANSBRO
CITY ATTORNEY

NOV 02 2001

A G R E E M E N T

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

for

BROWARD COUNTY SWIM CENTRAL GRANT PROGRAM

FY 2001

(GOVERNMENTAL ENTITY FORM)

PROJECT NO. DNB-S-001

(PATRICK J. MELI PARK AQUATIC COMPLEX)

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	DEFINITIONS AND IDENTIFICATIONS	2
2	SCOPE OF SERVICES	2
3	TERM AND TIME OF PERFORMANCE	3
4	COMPENSATION	3
5	LIABILITY	5
6	INSURANCE	6
7	TERMINATION	6
8	FINANCIAL STATEMENTS	7
9	MISCELLANEOUS	8
	EXECUTION PAGES	16
		17
EXHIBIT A	PROJECT GUIDELINES	18
EXHIBIT B	PROJECT DESCRIPTION	21
EXHIBIT C	EVIDENCE OF TITLE/LEASEHOLD INTEREST	22
EXHIBIT D	SDBE PARTICIPATING VENDORS LISTING	23

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

for

BROWARD COUNTY SWIM CENTRAL GRANT PROGRAM

FY 2001

This Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

City of Dania Beach, a municipal corporation of the state of Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS, pursuant to the passage by the Broward County electorate of the 2000 Broward County Safe Parks and Land Preservation Bond Issue, Nineteen Million Eight Hundred Thousand Dollars (\$19,800,000) has been allocated for the SWIM Central Grant Program to benefit municipal parks and recreation systems within the geographic boundaries of Broward County and eligible nonprofit organizations that operate instructional swimming facilities within the geographic boundaries of Broward County; and

WHEREAS, the Broward County Parks and Recreation Advisory Board recommended funding to assist CONTRACTOR with approved expenses pursuant to the Board of County Commissioners' action on December 12, 2000 (Item #64), and the 2000 Broward County Safe Parks and Land Preservation Bond Program and its implementing regulations; and

WHEREAS, the Board of County Commissioners has determined that these expenditures serve a COUNTY and public purpose and are authorized by the 2000 Broward County Safe Parks and Land Preservation Bond Program; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - Agreement shall mean this document and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board - The Broward County Board of County Commissioners.
- 1.3 Contract Administrator - The Director of the Broward County Parks & Recreation Division, or the designee of such Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services of this Agreement.
- 1.4 County Attorney - The chief legal counsel for COUNTY, who directs and supervises the Office of County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.5 Grant Program - The allocation of Nineteen Million Eight Hundred Thousand Dollars (\$19,800,000.00) under the 2000 Broward County Safe Parks and Land Preservation Bond Program to be utilized for SWIM Central Grant awards to eligible municipalities and eligible nonprofit organizations within the geographic boundaries of Broward County, Florida, under the Grant Program Guidelines (Exhibit "A" attached hereto).
- 1.6 Project - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONTRACTOR shall perform all services identified in this Agreement, the Grant Program Guidelines attached hereto as Exhibit "A," the Grant Project Description, Grant Project Timetable /Schedule, and Grant Project Cost/Budget attached hereto as Exhibit "B," and evidence of Project site ownership or lease attached hereto as Exhibit "C." The parties agree that the Scope of Services is a

description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipments, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

- 2.2 The Contract Administrator may approve changes to the Scope of Services, Project description, unit of services, and changes within the categories of expenditures listed in Exhibit "A," provided that the total grant dollars awarded to CONTRACTOR remains unchanged, the revisions are consistent with the grant application and the SWIM Central Program guidelines, and the revisions do not diminish the quantity or quality of services to be provided.
- 2.3 CONTRACTOR agrees that the Project, when completed, shall be utilized for public instructional swimming uses. The dedication shall extend for a minimum of Twenty-five (25) years and shall be recorded in the Official Records for Broward County, Florida, pursuant to Section 28.222, Florida Statutes. CONTRACTOR further agrees to return to COUNTY all funds tendered for the Project in the event the Project becomes utilized during this period for other than the purposes of the Project.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end three (3) years after this Agreement is fully executed. CONTRACTOR may request up to two (2) extensions of up to one (1) year each for its performance completion of the Project, subject to approval by COUNTY's County Administrator. Any extension request shall be in writing and delivered to the Contract Administrator at least sixty (60) days prior to the end of the term.
- 3.2 CONTRACTOR agrees that it will comply with the construction time table included in Exhibit "B," attached hereto, excepting bona fide force majeure delays.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.3, the total amount not to exceed of **One Million One Hundred Seventy Two Thousand and Eighty Dollars (\$1,172,080.00)** for CONTRACTOR's Project

pursuant to this Agreement. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred for the Project from the Scope of Services.

- 4.2 The Contract Administrator is responsible for ensuring performance of the terms and conditions of this Agreement and shall approve all requests from CONTRACTOR for payment prior to payment being made. CONTRACTOR shall furnish to the Contract Administrator a copy of the Project's construction contract(s) within fifteen (15) days of full execution of same.

4.3 METHOD OF BILLING AND PAYMENT

- 4.3.1 CONTRACTOR may submit an invoice(s) for payment on this Project after the Project has been completed in each of four (4) segments as follows:

Twenty-five Percent (25%) of the total COUNTY payment set forth in Section 4.1 above after completion of Twenty-five Percent (25%), Fifty Percent (50%), Seventy-Five Percent (75%) and One Hundred Percent (100%) of the Project's development, minus the retainage amount described in Section 4.4 below. The amounts withheld, including retainage, shall not be subject to payment of interest by COUNTY.

The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred. CONTRACTOR agrees that it shall allocate no more than Twelve Percent (12%) of the total COUNTY payment to the Project's architectural/engineering costs.

- 4.3.2 Documentation as required in Exhibit "A" must accompany any request for payment. Invoices shall be certified by CONTRACTOR's authorized official.
- 4.3.3 COUNTY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-

49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by COUNTY. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

- 4.4. COUNTY shall retain Ten Percent (10%) of the total COUNTY portion of the Project amount until the Project is completed pursuant to this Agreement and the attached Exhibits. The retained amount shall be paid to CONTRACTOR in the same manner and under the same conditions and requirements as those for the final payment of COUNTY's portion of the Project amount. For example, if the amount of COUNTY's grant to CONTRACTOR for the project is Two Hundred Fifty Thousand Dollars (\$250,000.00), then Twenty-five Thousand Dollars (\$25,000.00) will be retained until Project completion.
- 4.5. Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.6. If it becomes necessary for COUNTY to demand a refund of any or all funds paid to CONTRACTOR pursuant to this Agreement, CONTRACTOR agrees to remit said funds to COUNTY within sixty (60) days after notification by COUNTY of the reason for the demand for repayment. If not returned within sixty (60) days, CONTRACTOR understands and agrees that any further CONTRACTOR requests for funding, as to this or any other program under COUNTY's administration, may be denied until the funds have been returned.
- 4.7. This Agreement strictly prohibits the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- 4.8. Payment shall be made to CONTRACTOR at:

**J. Randy Wilkinson, Director
Parks & Recreation Department
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004**

ARTICLE 5

LIABILITY

CONTRACTOR is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents, contractors, or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract.

ARTICLE 6

INSURANCE

CONTRACTOR is a state agency as defined by Section 768.28, Florida Statutes, and CONTRACTOR shall furnish the Contract Administrator with written verification of liability protection, in accordance with state law prior to final execution of this Agreement.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by action of the Board or by CONTRACTOR upon thirty (30) days written notice by the party that elected to terminate, or for convenience by action of the Board upon, not less than, Ten (10) days written notice by the Contract Administrator. This Agreement may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances, in the event the Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by the Contract Administrator which the Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date this Agreement is terminated;

however, upon being notified of COUNTY's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration for COUNTY's right to terminate this Agreement for convenience.

- 7.4 COUNTY shall have the right to terminate this Agreement and demand refund of grant funds provided to CONTRACTOR for noncompliance with the terms and conditions of the Grant Program guidelines. Failure to comply with these terms and conditions shall result in COUNTY declaring CONTRACTOR ineligible for further participation in the Grant Program until such time as CONTRACTOR complies therewith.
- 7.5 In the event this Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

ARTICLE 8

FINANCIAL STATEMENTS

- 8.1 Within one hundred twenty (120) days after the expiration of this Agreement, CONTRACTOR shall provide to COUNTY two (2) copies of a schedule of revenues and expenditures and special report on specific accounts to account for services and/or projects during CONTRACTOR's fiscal years for which funds were provided. The report shall be prepared by an independent certified public accountant or CONTRACTOR's internal auditor in a form acceptable to COUNTY's Commission Auditor. The schedule of revenues and expenditures shall include:
- a. All revenues relating to the services and/or Project classified by the source of the revenues.
 - b. All expenditures relating to the services and/or Project classified by the type of expenditures, to include the criteria set forth in Exhibits "A" and "B" of this Agreement.
- 8.2 If the special report is prepared by an independent certified public accountant, it shall be in accordance with Section 623 of the Codification of Statements on Auditing Standards as promulgated by the American Institute of Certified Public Accountants. If the special report is prepared by CONTRACTOR's internal

auditor, it shall be as nearly in accordance with those sections as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. A transmittal letter signed by CONTRACTOR's internal auditor must accompany the special report. The special report shall include:

- a. The statement, "No funds, including interest earned on such funds, are due back to the County" or, it shall include a listing of funds, including interest earned on such funds, which are due back to COUNTY.
 - b. An opinion (finding, in the case of an internal auditor) as to whether the funds received under the applicable grant agreement with COUNTY have been expended in accordance with this Agreement.
- 8.3 The special report shall include all requirements of Section 8.2 above for the entire scope of the services or Project covered by this Agreement, even if a part of the services or Project were performed during the previous fiscal year(s) or continue past the end of CONTRACTOR's current fiscal year.
- 8.4 Any corrections to the special report requested by COUNTY shall be made and submitted to COUNTY, in writing, within sixty (60) days after written request is received.
- 8.5 Failure of CONTRACTOR to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement in effect and disqualify CONTRACTOR from obtaining future grant awards until such financial statements are received and accepted by COUNTY.
- 8.6 CONTRACTOR acknowledges submission of financial statements to any other Broward County office, agency, or division does not constitute compliance with requirements to submit that material to the Contract Administrator for this Agreement.
- 8.7 CONTRACTOR agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.

ARTICLE 9

MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY, and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to inspect the Project, as well as the right to audit the books, records, and accounts of CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Project.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code,

Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

9.3.1 CONTRACTOR, and any construction contract it enters into for the Project, shall comply with COUNTY's Small Disadvantaged Business Enterprise (SDBE) Affirmative Action Program, set forth in Article XIV, Section 20-275, Broward County Code of Ordinances, requiring goals in all procurement activity at One Hundred and Fifty-Thousand Dollars (\$150,000) or above for construction services; Seventy-Five Thousand Dollars (\$75,000) or above in total contract value for architectural/engineering and related services; and Fifty Thousand Dollars (\$50,000) or above in total contract value for all other goods and services. This Project is for **\$1,172,080.00** for **Swimming Pool Construction** services.

9.3.2 COUNTY and CONTRACTOR agree that prime and subcontract awards to Small Disadvantaged Business Enterprises and Minority - Majority Joint Ventures are crucial to the achievement of the Project's SDBE participation goals. In an effort to assist in achieving the established goals for this Project, CONTRACTOR agrees to take affirmative actions to meet the current SDBE participation goals established below.

9.3.3 This Agreement has the following SDBE numerical goals:

<u>Minority Business Enterprise</u>	
▶ Construction Services	15%
▶ A/E-Professional Services	10%
▶ Commodities/Other Goods/Services	5%

(Participating Categories include African American, Asian/Native American, Hispanic, Women)

The total assigned SDBE goals for this Agreement is: 15 %.

9.3.4 CONTRACTOR incorporates by Exhibit "D" the names, addresses, scope of work, and dollar value of SDBE participation on the Schedule of SDBE Participation. CONTRACTOR understands that each minority and women-owned firm utilized on the Project to meet Project goals must be certified by the Broward County Division of Equal Employment & Small Business Opportunity.

9.3.5 CONTRACTOR understands that it is the responsibility of the Contract Administrator and the Broward County Division of Equal Employment & Small Business Opportunity to monitor compliance with the SDBE requirements. In that regard, CONTRACTOR agrees to furnish quarterly reports to both parties on the progress of SDBE participation commencing with the end of the first quarter of this Agreement.

9.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

9.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

9.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same, as set forth herein, until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director
Broward County Parks & Recreation Division
950 Northwest 38th Street
Oakland Park, Florida 33309

FOR CONTRACTOR:

J. Randy Wilkinson, Director
Parks & Recreation Department
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Thomas J. Ansbro, City Attorney
Weiss Sertoa Helfman Pastoriza
Guedes, P.A.
3107 Stirling Road, Suite 300
Ft. Lauderdale, Fl. 33312

9.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement except as authorized by Exhibit "A."

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s), provided to or on behalf of CONTRACTOR, shall be comparable to the best local and national standards.

9.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

9.9 AMENDMENTS

Except for the provisions set forth in Article 2, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONTRACTOR.

9.10 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.11 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

9.12 SEVERANCE

In the event this Agreement, or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.13 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.14 PRIORITY OF PROVISIONS

In the event of a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Florida Statutes, Florida Administrative Code, and Broward County Code of Ordinances, shall prevail and be given effect.

9.15 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

9.16 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms, hereof, shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 9.9 above.

9.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A", "B" and "C" are incorporated into and made a part of this Agreement.

9.18 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through the County Administrator, authorized to execute same by Resolution approved by the BOARD, and City of Dania Beach, signing by and through its officer, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Cheryl Austin

By R. [Signature]
County Administrator

[Signature]

8th day of November, 2001.

Approved as to form by
Office of the County Attorney
EDWARD A. DION, COUNTY ATTORNEY
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By Mary M. Meister

By Patrice M. Eichen
Patrice M. Eichen
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
BROWARD COUNTY SWIM CENTRAL GRANTS PROGRAM

CONTRACTOR

WITNESSES:

Signed 19 day of October, 2001

Ann D. C. Davis
Shirley H. King

By Pat A. Flury
Patricia A. Flury, Mayor

ATTEST:

19 day of October, 2001

Charlene Johnson
Charlene Johnson, Acting City Clerk

Jason Nunemaker
Jason Nunemaker, Acting City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

(CORPORATE SEAL)

By Thomas Ansbro
Thomas Ansbro, City Attorney

scg
8/01/01

EXHIBIT "A"

GRANT PROGRAM GUIDELINES

- I. Project title: **PATRICK J. MELI PARK AQUATIC COMPLEX** (2901 SW 52 Street)
- II. Scope of Project: **Construction of a swimming pool complex to include a 75' x 82' sq. ft., (25 yard x 25 meter) Myrtha swimming pool with dive well, restroom, changing room building, storage/pump room building, concrete decking, deck fencing, and landscaping with irrigation system.**
 - A. CONTRACTOR agrees to construct the Project known as **PATRICK J. MELI PARK AQUATIC COMPLEX**, in accordance with the plans and specification prepared by, or under the supervision and review of, a registered professional architect, engineer, or other appropriate professional. These elements are identified in the Project description which is attached to this Agreement as Exhibit "B."
 - B. CONTRACTOR is responsible for obtaining all state, federal, and local permits, licenses, agreements, leases, easements, etc., required for the Project, and for following applicable state, federal, and local statutory guidelines regarding the procurement of professional services.
 - C. CONTRACTOR shall erect a permanent sign acceptable to the Contract Administrator identifying the 2000 Broward County Safe Parks and Land Preservation Bond Program and COUNTY as a funding source of Project construction. (Please see attached sample sign and sample sign specifications.)
- III. Required Documentation for Services Rendered:
 - A. The Contract Administrator is responsible for ensuring performance of the terms and conditions and shall approve all payment requests prior to payment. CONTRACTOR shall submit to the Contract Administrator signed quarterly Project status reports on a calendar basis summarizing work accomplished, problems encountered, percentage of completion, and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished. CONTRACTOR shall furnish to the Contract Administrator a copy of the Project's construction contract(s) within fifteen (15) days of full execution of same.
 - B. Upon Project completion, the engineer, architect, or other appropriate professional shall sign a statement certifying satisfactory completion of the Project in accordance with the prepared plans and specifications.

- C. Upon Project completion, CONTRACTOR shall also submit a site plan (as-built), list of construction facilities and improvements, and color photographs reflecting the work accomplished.

IV. Bond Program Guidelines:

- A. Applicants cannot have more than a maximum of one (1) grant of up to One Million Five Hundred Thousand Dollars (\$1,500,000). The grant may include more than one (1) instructional swimming facility(ies) improvements job.
- B. Grant monies must be spent within a five (5) year time limit from date of the County Administrator's approval of the Agreement.
- C. All grant funds are to be paid on a reimbursement basis pursuant to the time completion points, percentages formulas and retainage language set forth in Article 4 of the Agreement.
- D. Access to the Project by municipal residents and nonresidents alike will be nonexclusionary.
- E. All Project sites are to be owned by CONTRACTOR or have a lease of a minimum of Twenty Five (25) years. CONTRACTOR shall be required by the Contract Administrator to show proof of ownership or leasehold status.
- F. All projects will remain in public instructional/recreational swimming use for a minimum of Twenty Five (25) years.
- G. Funds can be used for outdoor and indoor instructional swimming facilities.
- H. All applicants will provide a resolution from their governing board in support of the proposed Project.
- I. Non-profit organizations applying for grants must obtain a resolution of approval from the municipality in which the Project is located.
- J. Projects will be consistent with recognized instructional swimming standards for similar facilities.
- K. Applicants must be sufficiently capable and qualified to complete the proposed project, and thereafter, operate and maintain the Project's facility.

- L. No Grant Program funds are to be used for recreation programming and operational costs.
- M. All applicants will be required to submit an application to the Contract Administrator.
- N. Applicant agrees to provide instructional swimming classes to elementary school-aged children during the school year from **September until June**, Monday through Friday, excepting holidays, non-school days, and unavailability due to repairs.

XV. SWIM Central Program Requirements:

I. Required Personnel: Minimum Standards

1. One (1) Water Safety Instructor (WSI) per every ten (10) children.
2. A minimum of one (1) lifeguard on deck during the instruction period (note: a lifeguard serving as a WSI does not count as a lifeguard on deck; the lifeguard on deck would be in addition to the WSI).
3. Broward County's SWIM Central staff does not program/operate the actual swimming instruction or pools. These functions are CONTRACTOR's responsibility. SWIM Central's responsibilities are to monitor program compliance and to reimburse for lessons given pursuant to SWIM Central guidelines.

B. Hours of operation

The pool(s) will be accessible for SWIM Central Water Safety Education Lessons between **from two (2) to six (6) hours during the school day/hours**, Monday to Friday, excepting holidays, non-school days, and unavailability due to repairs. SWIM Central staff will also be allowed to visit and monitor programming during lessons. The pool(s) will also be reasonably available for SWIM Central students to practice what they have learned in their instructional swimming classes.

C. Miscellaneous

Pools shall be maintained at least 80 degrees F. and shall be heated if necessary.

EXHIBIT "B"

GRANT PROJECT DESCRIPTION

(to also include sections for project timetable/schedule and project cost/budget, plus invoice form)

City of Dania Beach - Patrick J. Meli Aquatic Complex

Project Description and Budget

<u>PROJECT COMPONENTS</u>	<u>ESTIMATED EXPENSES</u>
Myrtha Swimming Pool	666,230
Pool Filtration System	62,000
Pool Heating System	55,000
Concrete Pool Deck	40,800
ADA Pool Access	4,200
Pool Deck Fencing	24,750
Restroom/Changing Room Building	138,000
Storage/Equipment Building	60,400
Landscape & Irrigation	25,000
Architectural & Engineering	69,700
Site Work & Utilities	26,000
TOTAL	1,172,080

Project Timetable

<u>MANAGEMENT ACTIONS</u>	<u>SCHEDULED COMPLETION</u>
Project Components Final Definition	Jul-02
Design/Build Firm Selection	Nov-02
Design/Build Firm Selection	Mar-03
Architectural and Engineering Designs	Aug-03
Site Work and Utilities Installation	Nov-03
Facilities Construction	May-04
Equipment Installation & Testing	Sep-04
Swimming pool Dedication Ceremony	Dec-04

EXHIBIT "C"

**(Real Property Document(s) re property title or leasehold interest)
(Per Exhibit "A")**

Please see attached resolution, #91-1707, from Broward County, conveying Broward County's Griffin Park to City of Dania.

Dania Beach re-named park Patrick J. Meli.

RESOLUTION

91-1707

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTY AS PART OF GRIFFIN PARK TO THE CITY OF DANIA FOR TRANSFER OF A PARK TO THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 6, 1990, a majority of Citizens residing in the "Dania Annexation Area" voted in favor of the Area, including Griffin Park, being annexed into the City of Dania, as more fully described in the Annexation Agreement, attached hereto and make a part hereof; and

WHEREAS, simultaneous with the adoption of this Resolution, the Board of County Commissioners will enter into an Annexation Agreement with the City of Dania which provides for the County to convey the subject property to the City by Quitclaim Deed with a reverter clause limiting the City to operation and maintenance of the property as a public park site in perpetuity; and

WHEREAS, Section 125.38, Florida Statutes, pertaining to the sale of County property, provides for a requirement that the Board of County Commissioners adopt a resolution setting forth the nature and terms of a conveyance, the purpose for which such property is to be used, and the price thereof; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. That the above recitals are true and correct and incorporated herein as if set forth in full herein.

Section 2. That the Board of County Commissioners for Broward County, Florida, for and in consideration of the sum of Ten Dollars (\$10.00), desires to convey to the City of Dania, by the attached Quitclaim Deed, all of its right, title and interest to the subject property to be operated and maintained by the City of Dania, in accordance with the terms and conditions of the Annexation Agreement, as a public park in perpetuity.

Section 3. SEVERABILITY.

If any section, sentence, clause or phrase of this Resolution held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption.

ADOPTED this 17 day of Sept, 1991.

QUIT CLAIM DEED

(Pursuant to F.S. 125.411)

THIS DEED, made this ____ day of _____, 1991, by BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "GRANTOR," whose post office address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and CITY of DANIA, a municipal corporation of the state of Florida, hereinafter referred to as "GRANTEE," whose post office address is City of Dania, P.O. Box 1708, Dania, Florida 33004.

W I T N E S S E T H :

That BROWARD COUNTY for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by CITY OF DANIA, the receipt whereof is hereby acknowledged, has granted, bargained and sold to CITY OF DANIA, its successors and assigns, the following described lands, lying and being in Broward County, Florida, to wit:

A copy of the legal description is attached hereto as Exhibit "A" and made a part hereof.

SUBJECT TO:

This conveyance is made subject to and upon the express condition that should the GRANTEE cease to use the subject property in accordance with that certain Agreement dated _____, 1991 recorded in O.R. Book _____, Page ____ of the Public Records of Broward County, Florida, or if the property is ever used for any other purpose other than public recreation, park purposes, and uses accessory and incidental thereto, or if any attempted conveyance of said property shall be made, then and in that event, without further act on the part of the GRANTOR, its successors, or assigns, the estate of the GRANTEE shall automatically terminate upon recording of this deed.

THIS DEED, made this ____ day of ____, 1991, by BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "GRANTOR," whose post office address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and CITY of DANIA, a municipal corporation of the state of Florida, hereinafter referred to as "GRANTEE," whose post office address is City of Dania, P.O. Box 1708, Dania, Florida 33004.

W I T N E S S E T H :

That BROWARD COUNTY for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by CITY OF DANIA, the receipt whereof is hereby acknowledged, has granted, bargained and sold to CITY OF DANIA, its successors and assigns, the following described lands, lying and being in Broward County, Florida, to wit:

A copy of the legal description is attached hereto as Exhibit "A" and made a part hereof.

SUBJECT TO:

This conveyance is made subject to and upon the express condition that should the GRANTEE cease to use the subject property in accordance with that certain Agreement dated ____, 1991 recorded in O.R. Book ____, Page ____ of the Public Records of Broward County, Florida, or if the property is ever used for any other purpose other than public recreation, park purposes, and uses accessory and incidental thereto, or if any attempted conveyance of said property shall be made, then and in that event, without further act on the part of the GRANTOR, its successors, or assigns, the estate of the GRANTEE shall automatically terminate upon recording of the affidavit as provided for below and the fee title shall revert to and vest in the GRANTOR, its successors or assigns, without the necessity of re-entry. GRANTOR shall further prepare and record an affidavit among the Public Records of Broward County giving notice of the occurrence of the reverter. It is the GRANTOR'S intent hereby to convey the said property but to retain a possibility of reverter as described above and not an estate upon the occurrence of a condition subsequent.

IN WITNESS WHEREOF, BROWARD COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, the day and year aforesaid.

ATTEST:

BROWARD COUNTY, FLORIDA
By Its Board of County Commissioners

Chen Blum
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By *Lori Nance Parrish*
LORI NANCE PARRISH, Chair

17 day of Sept, 1997.

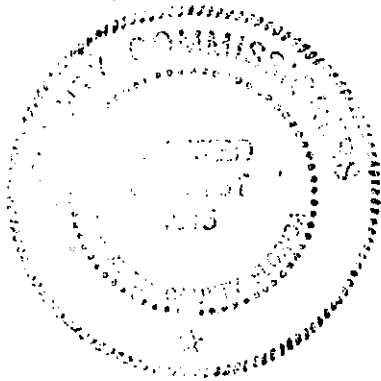


EXHIBIT "A"

LEGAL DESCRIPTION FOR
2.6 ACRE COUNTY OWNED ADDITION TO
GRIFFIN PARK #403

Beginning at the NW corner of Lot 11, Blk. 2, Section 32-50-42 according to the Plat of Sections 28, 29, 31 & 32 (PB 2 Pg. 32 Dade); thence N. $89^{\circ} 58' 58''$ W. a distance of 809.93'; thence S. $1^{\circ} 27' 14''$ a distance of 421.13' to the POB; continue S. $1^{\circ} 27' 14''$ a distance of 217.05'; thence East 439.29'; thence North 141.85'; thence N. $45^{\circ} 00' 31''$ E. a distance of 35.35'; thence S. $89^{\circ} 58' 58''$ E. a distance of 326.09'; thence N. $30^{\circ} 00' 46''$ E. a distance of 57.73'; thence N. $89^{\circ} 58' 58''$ W. a distance of 813.75' to the Point of Beginning; said lands lying and being in Broward County, Fla. and containing 2.6 acres more or less.

EXHIBIT "D"

List of CONTRACTOR's SDBE Participating Vendors



City of Dania Beach Public Services Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: Text Amendment Request To Chapter 27 of the City's Code, entitled "Water And Sewer" in order to eliminate the alternative impact fee calculations process (First Reading), and removing the requirement to review every two years of these provisions

Request:

The Public Services Department (PSD) is requesting the adoption of an ordinance to amend the City's Code of Ordinances Chapter 27, "Water and Sewer" (Code), to eliminate the alternative impact fee calculation and the requirement to review the provisions every two years.

Background:

In 2011, the City created a process for the applicant/user to have the option to challenge the City's water and sewer impact fee calculation formula. This process is not considered a best practice since it can create disparities in the treatment of properties. A review of other cities' impact fee ordinances revealed that the vast majority of cities do not provide this challenge process for seeking an alternative formula. There is always the ability to challenge the calculation at the time of initial imposition of the formula.

Another practice to eliminate from the Code is the requirement for an impact fee review every two years. At one time, Florida statutes required this review, but it's no longer required. The review should occur at the time that the City seeks to update its impact fees.

The City Engineer and Public Services Director will determine, applying best business and industry practices, when to modify impact fees and the Code pertaining to water and sewer services.

Budgetary Impact

There is no budgetary impact resulting from this text amendment.

Recommendation

It is recommended that the City Commission approve the text amendment on this first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27 OF THE CITY CODE, ENTITLED “WATER AND SEWERS; ARTICLE IV, ENTITLED “WATER AND SEWER SYSTEM IMPACT FEES”, TO ELIMINATE AN ALTERNATIVE FEE CALCULATION PROCESS IN ORDER TO MAINTAIN CONSISTENCY IN FEE CALCULATIONS AND TO ADHERE TO BEST PRACTICES; AND TO ELIMINATE THE TWO YEAR REVIEW REQUIREMENT BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has comprehensive water and sewer regulations, including water and sewer impact fees; and

WHEREAS, the City is constantly seeking to improve services and to adhere to best practices; and

WHEREAS, all impact fees are implemented based upon an adopted study by professional staff and engineering analysis, which fee is based upon verified and authorized formula approved by the City Commission; and

WHEREAS, in 2011 the City created a process to challenge the impact fee calculation formula, which can create disparities in treatment of properties; and

WHEREAS, in reviewing other cities and their impact fee ordinances, it has been determined that a supermajority of the cities do not provide a process for seeking an alternate formula; and

WHEREAS, the Administration is concerned about disparate treatment due to this “alternate method” and seeks to eliminate the provisions relating to same; and

WHEREAS, the Administration seeks to eliminate section 27-214, entitled “Review Requirements” which requires review by the City Commission of the impact fee regulations every two years and provides a citation to the Florida Statutes Section 163.3177 for this requirement; and

WHEREAS, the citation to Florida Statutes section 163.3177 was modified and there is no two-year requirement under Florida law; and

WHEREAS, the City’s Engineer and Public Services Director shall determine under proper business practices when to review and modify the code, whether it is every month, or every few years.

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 27, entitled “Water and Sewer” of the City’s Code of Ordinances at Article IV, entitled Water and Sewer System Impact Fees” be amended to read as follows:

CHAPTER 27

WATER AND SEWERS

* * *

ARTICLE IV. WATER AND SEWER SYSTEM IMPACT FEES

Sec. 27-201. Definitions.

When used in this article, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

~~*Alternative water system impact fee* means any alternative fee calculated by an applicant and approved by the city commission pursuant to this article.~~

~~*Alternative water system impact fee study* means a study prepared by an applicant or owner and submitted to the city pursuant to this article.~~

~~*Alternative sewer system impact fee* means any alternative fee calculated by an applicant and approved by the city commission pursuant to this article.~~

~~*Alternative sewer system impact fee study* means a study prepared by an applicant or owner and submitted to the city pursuant this article.~~

Applicant means the person who applies for a building permit.

Building means any structure, either temporary or permanent, built for the support, shelter or enclosure of persons or property of any kind, or any other improvement or structure which creates or increases the potential demand on the water system, sewer system or both, operated by the city. This term shall include any trailer, mobile home, or any vehicle serving the function of a building in any manner. This term shall not include a temporary construction shed or trailer erected to assist in construction and maintained during the term of a building permit.

Building permit means an official document or certificate issued by the city authorizing the construction of any building or structure. For purposes of this article, the term "building permit" shall also include any tie-down permit for a structure or building, such as a mobile home, that does not otherwise require a building permit in order to be constructed.

Comprehensive plan means the city's comprehensive plan.

Development means the carrying out of any building activity or the making of any material change in the use or appearance of any structure or land, which results in an additional impact or demand on the regional water system or sewer system or both. This shall also include existing structures that are connected to interim water or sewer systems or both which are subsequently connected to the regional water or sewer systems or both. All development shall be subjected to the payment of impact fees under this article or its predecessor in function, upon the first occurrence of any of the following:

- (1) Whenever any existing building or structure, which has not previously paid reserve capacity charges or impact fees under this article or its predecessor in function, connects to the regional water system; or
- (2) Whenever any existing building or structure or applicable improvement which is connected to an interim water system is connected, either directly or indirectly, to the regional water system; or
- (3) Whenever any person applies for a building permit to construct a building within the service area of the city's regional water system, the regional sewer system or both, even though the subject land may receive interim water service, interim sewer service or both from a source other than the city; or
- (4) Whenever a person applies for a building permit to alter an existing building, structure or applicable improvement already connected to the regional water system, where such alteration increases the potential demand on the regional water system.

Dwelling Unit (D.U.) means a room or group of rooms designed, used exclusively or occupied as separate living quarters by a single family.

Encumbered means monies committed by contract or purchase order in a manner that obligates the city to expend the encumbered amount upon delivery of goods, the rendering of services or the conveyance of real property interests by a vendor, supplier, contractor or owner.

Equivalent residential unit (ERU) means the standard unit used to calculate demand upon water or wastewater system capacity. When calculating the water system impact fee, one (1) ERU unit shall represent one thousand (1,000) gallons per month (GPM) of water demand. When calculating the sewer system impact fee, one (1) ERU unit shall represent one thousand (1,000) gallons per month (GPM) of wastewater demand.

Impact fee means the fee imposed by the city pursuant to this article. The term "impact fee" shall be synonymous with the term "reserve capacity charge," "connection fee," "reserve capacity fee" or similar terms as used in this or prior laws relating to the subject matter addressed by this article. The term "impact fee" shall apply to water system impact fees, sewer system impact fees or both, as applicable.

Impact fee study means the study entitled "Water and Sewer Impact Fee Study" prepared by Public Utility Management and Planning Services, Inc., dated August 18, 2006, including the

assumptions, conclusions, and findings set forth in the study, which are based on the most recent and localized data collected within the city.

Mobile home means a manufactured home, trailer, camper or recreational vehicles. For the purpose of imposing impact fees a travel trailer lot or space shall be classified as a mobile home.

Owner means the person holding legal title to the real property for which impact fees are paid.

Person means an individual, a corporation, a partnership, an incorporated association, trust or any other entity.

Public services director means the person appointed by the city manager to supervise the administration, operations and acquisitions of the regional water system, the regional sewer system or both or the designee of such person.

Regional water system means the water utility system directly or indirectly connected to treatment facilities operated by the city. The regional water system shall include the treatment, pumping, land, raw water and appurtenant infrastructure, and those pipelines designated as being transmission in nature, generally regarded to be twelve (12) inches and larger in diameter. Regional water system infrastructure, which is infrastructure for which impact fees may be spent, encumbered or both, shall specifically exclude subdivision infrastructure.

Regional sewer system means the wastewater or sewer utility system directly or indirectly connected to treatment facilities operated by the city. The regional sewer system shall include any treatment facilities and pumping facilities installed by the city to serve more than an individual development or subdivision, land appurtenant infrastructure, and those interceptor, collector and pressure pipelines designated as being transmission in nature, generally regarded to be twelve (12) inches and larger in diameter. Regional sewer system infrastructure, which is infrastructure for which impact fees may be spent, encumbered or both, shall specifically exclude subdivision infrastructure.

Subdivision infrastructure means the water and sewer infrastructure that provides service directly to a building. Such infrastructure is typically installed by a developer for a new subdivision or development or by the city, often through assessments. Infrastructure that would be deemed to be "subdivision infrastructure" includes such water distribution and sewer collection facilities that, for the purpose of this definition, include, by way of example and not limitation, required, needed or appurtenant valves, fire hydrants, meters, service lines, clean-outs, pressurized pipelines less than twelve (12) inches in diameter, gravity lines, pump stations, force mains and interconnecting transmission facilities typically installed and dedicated by a developer or other private party or similar improvements installed as a result of the creation of a municipal assessment, service tax or benefit unit or similar specially funded project in a defined area determined to need the installation, retrofit, or connection to a central water and central sewer system meeting city standards. For the city, subdivision infrastructure will generally include gravity collector sewer lines less than fifteen (15) inches in diameter, pressure sewer lines less than eight (8) inches in diameter, and water distribution pipelines less than twelve (12) inches in diameter and related appurtenant facilities.

Sec. 27-208. ~~Alternative fee calculation.~~ Reserved.

~~(a) In the event an applicant or owner believes that the impact to the regional water system, the regional sewer system or both, necessitated by the owner's development justifies a fee that is less than the fee established in this article, such applicant or owner may submit a calculation~~

~~of an alternative water system, sewer system (or both) impact fee to the office of the city manager pursuant to the provisions of this section.~~

- ~~(b) In the case of new construction, any right to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall be deemed to have been waived and expired, and such calculation shall not be considered by the city commission, if not properly and timely made prior to the issuance of a building permit.~~
- ~~(c) In the case of existing buildings, structures or applicable improvements which are required to connect to the regional water system, regional sewer system or both, any right to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall be deemed to have been waived and expired, and such calculation shall not be considered by the city commission, if within thirty (30) calendar days from the effective date of service of a "notice of impact fee statement" under this article, the owner does not notify the office of the city manager in writing of the owner's intention to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both such calculations. Any owner who, under such circumstances, properly notifies the office of the city manager of an intention to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall submit the applicable calculation within one hundred twenty (120) days of service of a "notice of impact fee statement" under this article, or any right to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall be deemed to have been waived and expired and such calculation shall not be considered by the city commission.~~
- ~~(d) Upon timely submission of an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both, the basis for it and receipt of the alternative water system impact fee calculation, alternative sewer system impact fee calculation or both, the city manager shall schedule a hearing before the city commission at a regularly scheduled meeting or a special meeting called for the purpose of reviewing the alternative water system impact fee calculation, the alternative sewer system impact fee calculation or both and shall provide the petitioner written notice of the time and place of the hearing. Such hearing shall be held within thirty (30) days of the date the alternative water system impact fee calculation, alternative sewer system impact fee calculation or both were submitted.~~
- ~~(e) The alternative water system impact fee calculation, the alternative sewer system impact fee calculation or both shall be based on data, information or assumptions contained in this article, the master plans referenced in this article, as amended from time to time, or an alternative water system impact fee study, an alternative sewer system impact fee study or both based upon an independent source. Any such independent source must include a local study supported by data adequate for the conclusions contained in such study, performed according to a generally accepted methodology and based upon generally accepted standard sources of information relating to facilities planning, cost analysis and demographics. The independent source must provide competent substantial evidence that the alternative water system impact fee, alternative sewer system impact fee or both represent an equitable pro rata share of the cost of capital improvements and additions to the regional water system, regional sewer system or both necessitated by the subject development.~~

- ~~(f) If during a prior alternative fee calculation process an acceptable alternative water system impact fee study, alternative sewer system impact fee study or both substantially consistent with the criteria required by this article have been accepted by the city commission, and if any such study is determined by the city commission to be then current and applicable, the impact of such previously approved development shall be presumed to be as described in the prior study. In such circumstances, an alternative water system impact fee, the alternative sewer system impact fee or both shall be established reflecting the impact described in the prior study. There shall be a rebuttable presumption that such an impact study based upon an independent source conducted and accepted by the city commission more than two (2) years earlier is invalid.~~
- ~~(g) If the city commission determines that the data, information and assumptions utilized by the applicant to calculate the alternative water system impact fee, the alternative sewer system impact fee or both complies with the requirements of this article and that the alternative water system impact fee, the alternative sewer system impact fee or both were calculated by the use of a generally accepted methodology, then the alternative water system impact fee, the alternative sewer system impact fee or both shall be paid in lieu of the fee set forth in this article.~~
- ~~(h) If the city commission determines that the data, information and assumptions utilized by the applicant to calculate the alternative water system impact fee, the alternative sewer system impact fee or both do not comply with the requirements of this article or that the alternative water system impact fee, the alternative sewer system impact fee or both were not calculated by the use of a generally accepted methodology, then the city shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative water system impact fee, the alternative sewer system impact fee or both and the reason or reasons for the rejection.~~
- ~~(i) At the sole discretion of the city commission, the alternative impact fee review hearing may be adjourned or continued for up to sixty (60) days to cause further study or scrutiny of any proposed alternative water system impact fee, alternative sewer system impact fee or both or study of either or both of them by either city staff or outside consultants. The final decision of the city commission shall be in writing and issued within twenty (20) calendar days of the review hearing.~~
- ~~(j) Any applicant or owner who or which has submitted a proposed alternative water system impact fee, alternative sewer system impact fee or both pursuant to this article and desires the immediate issuance of a building permit shall pay the required fees prior to or at the time of submittal of the proposed alternative fees. Such payment shall be deemed paid under "protest" and shall not be construed as a waiver of any right of review. Any difference between the amount paid and the amount due, as determined by the city commission, shall be refunded to the applicant or owner or paid to the city, as applicable.~~

* * *

Sec. 27-211. ~~Alternative e~~ Collection method.

In the event the impact fees are not paid prior to the issuance of a building permit or otherwise within ninety (90) days of the subject lands becoming characterized as development, the city shall proceed to collect the impact fees as follows:

- (a) The city shall serve, by certified mail, return receipt requested, a notice of impact fee statement upon the owner at the address appearing on the most recent records maintained by the Broward County Property Appraiser's Office. If the building is under construction, the city shall also serve, by certified mail, return receipt requested, a notice of impact fee statement upon the applicant at the address set forth in the application for building permit and make a diligent effort to also attach a copy of the notice of impact fee statement to the building permit posted at the applicable construction site. Service shall be deemed effective on the date the return receipt indicates the notice was received by either the applicant or the owner, or if the building is under construction, the date the notice was attached to the building permit, whichever occurs first. The notice of impact fee statement shall contain a reasonably identifiable legal description of the property and shall advise the applicant and owner:
 - (1) Of the amount due and the general purpose for which the impact fee was imposed;
 - ~~(2) That a hearing pursuant to this article may be requested within thirty (30) calendar days from the effective date of service of the notice of impact fee statement, by making application to the office of the city manager;~~
 - ~~(23) In the case of existing buildings, structures or applicable improvements which are required to connect to the regional water system, the regional sewer system or both, the owner may notify the office of the city manager of an intention to submit an alternative water impact fee calculation, alternative sewer impact fee calculation or both pursuant to this article within thirty (30) calendar days from the effective date of service of the notice of impact fee statement and thereafter provide an alternative water impact fee calculation, alternative sewer impact fee calculation or both within one hundred and twenty (120) calendar days from the effective date of service of the notice of impact fee statement.~~
 - ~~(34) The impact fee shall be delinquent if not paid and received by the city within thirty (30) calendar days of the effective date of service of the notice of impact fee statement if a hearing is not requested pursuant to this article.~~
 - ~~(45) Upon becoming delinquent, the impact fee shall be subject to the imposition of interest at the highest rate allowed by law on the unpaid amount until paid.~~
 - ~~(56) In the event any system impact fees become delinquent, a notice of claim of lien against the property will be recorded by the city in the official records of Broward County.~~
- (b) Impact fees shall be delinquent if, within thirty (30) calendar days from the effective date of service of the notice of impact fee statement, no impact fees have been paid or received by the city, ~~or if the owner has not properly complied with the provisions of this article, or if a review hearing has not been timely requested pursuant to this article.~~ In the event a hearing is requested pursuant to this article, the unpaid impact fees shall

~~become delinquent if not paid within thirty (30) days from the date the city commission determines the amount of impact fees due upon the conclusion of such a hearing. All time periods contained within this article shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of receipt of the notice of impact fee statement or the date of the city commission's decision in the event of an appeal.~~ In the event the due date falls on a Sunday or legal holiday, the last due date prior to becoming delinquent shall be the next business day. Upon becoming delinquent, the impact fees shall bear interest as provided above on a calendar day basis, until paid.

- (c) Should the impact fee become delinquent as set forth above, the city shall serve, by certified mail, return receipt requested, a notice of lien upon the applicant, if the building is under construction at the address indicated in the application for the building permit, and upon the delinquent owner, as the case may be, notifying either or both of them, as applicable that failure to pay the impact fees caused the city to file the notice of claim of lien.
- (d) Upon mailing a notice of claim of lien, the city manager shall file the notice of claim of lien in the official records of Broward County. The notice of claim of lien shall contain the owner's name, the legal description of the property, the amount of the delinquent impact fees and the date of their imposition. Thereafter, without further direction of the city commission, the city attorney shall proceed to collect, foreclose or otherwise enforce the lien pursuant to the provisions of this article.
- (e) The city manager shall file a notice of satisfaction of claim of lien in the official records of Broward County upon receipt of full payment of a delinquent impact fee, interest due, and any recording expenses. The notice of satisfaction of claim of lien shall reflect the appropriate recording information shown on the previously recorded notice of lien.
- (f) After expiration of one (1) year from the date of recording of the notice of claim of lien as provided above, a suit may be filed to foreclose the lien. Such foreclosure proceedings shall be instituted, conducted and enforced in conformity with the procedures for the foreclosure of unpaid municipal fees.
- (g) The lien for delinquent impact fees shall be superior and paramount to the interest on such parcel or property of any owner, lessee, tenant, mortgagee or other person except the lien of city taxes and shall be on a parity with the lien of any such city taxes until paid as provided in this article.
- (h) The collection and enforcement procedures set forth in this article shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinances or administrative rules in the Florida Administrative Code. Failure of the city to follow the procedure set forth in this article shall not constitute a waiver of its rights to proceed under any ordinance or administrative regulations of the city or administrative rules of the Florida Administrative Code or any applicable law of the State of Florida.

* * *

Sec. 27-213 - 27-225. Reserved. ~~Review hearings.~~

- (a) ~~An applicant or owner who is required to pay an impact fee pursuant to this article, shall have the right to request a review hearing.~~

- ~~(b) Such hearing shall be limited to the review of the application of the impact fee to the applicant or owner.~~
- ~~(c) Except as otherwise provided in this article, such hearing shall be requested by the applicant or owner within thirty (30) days, including Sundays and legal holidays, of the date of first receipt of the following, whichever is applicable:
 - ~~(1) Receipt of a notice of impact fee statement.~~
 - ~~(2) The denial of an impact fee exemption or authorization for reimbursement.~~~~

~~Failure to request a hearing within the time provided shall be deemed a waiver of such right.~~

- ~~(d) The request for hearing shall be filed with the office of the city manager and shall contain the following:
 - ~~(1) The name and address of the applicant and owner;~~
 - ~~(2) The legal description of the property in question;~~
 - ~~(3) If issued, the date of the building permit;~~
 - ~~(4) A brief description of the nature of the improvements on the property or the connection being undertaken pursuant to a building permit;~~
 - ~~(5) If paid, the date the impact fee was paid; and,~~
 - ~~(6) A statement of the reasons why the applicant or owner is requesting the hearing.~~~~
- ~~(e) Upon receipt of such request, the city manager shall schedule a hearing before the city commission at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the applicant or owner with written notice of the time and place of the hearing. The hearing shall be held within thirty (30) days of the date the request for hearing was filed.~~
- ~~(f) Such hearing shall be before the city commission and shall be conducted in a manner designed to obtain all information and evidence relevant to the request for the hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.~~
- ~~(g) Any applicant or owner who requests a hearing pursuant to these provisions and desires the immediate issuance of a building permit shall pay prior to or at the time the request for hearing is filed the applicable impact fee pursuant to this article. Such payment shall be deemed paid under "protest" and shall not be construed as a waiver of any review rights.~~
- ~~(h) If the city commission determines that the data, information and assumptions utilized by the applicant to calculate the alternative water system impact fee, the alternative sewer system impact fee or both do not comply with the requirements of this article or is otherwise not equitable or that the alternative water system impact fee, the alternative sewer system impact fee or both were not calculated by the use of a generally accepted methodology, then the city shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative water system impact fee, the alternative sewer system impact fee or both and the reason or reasons for noncompliance.~~

- (i) ~~At the sole discretion of the city commission, the alternative impact fee review hearing may be adjourned or continued for up to sixty (60) days to cause further study or scrutiny of any proposed alternative water system impact fee, alternative sewer system impact fee or both or study of either or both of them by either city staff or outside consultants. The final decision of the city commission shall be in writing and issued within twenty (20) calendar days of the review hearing.~~

Sec. 27-214. Review requirements.

~~This article and the master plans shall be reviewed by the city commission every two (2) years in connection with the city's compliance with its comprehensive plan as required by F.S. § 163.3177 and those plans identified in this article. The biannual review shall consider new estimates of population per household, costs related to the acquisition of land, buildings, capital plant and equipment necessitated by growth and adjustments to the assumptions, conclusions and findings set forth in the master plans adopted by this article. The purpose of this review is to ensure that the impact fees do not exceed the reasonably anticipated costs associated with the improvements necessary to offset the demand generated by new construction or use of the regional water system, the regional sewer system or both. In the event the review alters or changes the assumptions, conclusions, and findings of the master plans adopted by reference in this article, revises or changes the regional water system, the regional sewer system or both or alters or changes the amount of impact fees, the master plans adopted by reference in this article shall be amended and updated to reflect new and demonstrable assumptions, conclusions and findings and shall be amended to adopt by reference such updated studies.~~

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida and codified by Municode. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be

renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on January 14, 2025.

PASSED AND ADOPTED on second reading on _____, 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

	Yes	No
--	-----	----

Commissioner Lori Lewellen	_____	_____
----------------------------	-------	-------

Commissioner Luis Rimoli	_____	_____
--------------------------	-------	-------

Commissioner Archibald J. Ryan IV	_____	_____
-----------------------------------	-------	-------

Vice Mayor Marco Salvino	_____	_____
--------------------------	-------	-------

Mayor Joyce L. Davis	_____	_____
----------------------	-------	-------

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Cassi Waren, CPRP, Director of Parks & Recreation

SUBJECT: Authorizing the expenditure of city funds exceeding \$1,000,000, which expenditure is for design services related to the Parks Master Plan – P.J. Meli Aquatics Complex project located at 2901 SW 52nd Street.

Request:

The Parks and Recreation Department is requesting an ordinance of the City Commission authorizing the expenditure of city funds exceeding \$1,000,000, which expenditure is for design services related to the Parks Master Plan – P.J. Meli Aquatics Complex project located at 2901 SW 52nd Street.

Background:

The City of Dania Beach City Commission adopted a Parks Master Plan in 2019. This Parks Master Plan includes new construction of CW Thomas Park, Chester Byrd Park, Frost Park and PJ Meli Park.

On May 18, 2021, during the Parks Master Plan Workshop the City Commission approved the funding needed for the adopted Parks Master Plan in 2019.

The City issued Request for Qualifications (RFQ) No. 2024-015 for Design Services for P.J. Meli Aquatics Complex Improvements, and City staff anticipates that the cost for the design services will exceed One Million Dollars (\$1,000,000.00) requiring adoption of an Ordinance. The Department of Parks and Recreation is working with the Finance Department to begin to secure funding for the design of P.J. Meli Aquatics Complex.

Budgetary Impact

The project expenditure shall exceed one million dollars (\$1,000,000.00).

Recommendation

It is recommended that the City Commission adopt the ordinance of the City Commission authorizing the expenditure of city funds exceeding \$1,000,000, which expenditure is for design services related to the Parks Master Plan – P.J. Meli Aquatics Complex project located at 2901 SW 52nd Street.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City issued Request for Qualifications (RFQ) No. 2024-015 for Design Services for P.J. Meli Aquatics Complex Improvements, and City staff anticipates that the cost for the design services will exceed One Million Dollars (\$1,000,000.00) requiring adoption of an Ordinance.

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That the City Commission authorizes the expenditure of funds exceeding One Million Dollars (\$1,000,000.00) in connection with the Design Services for P.J. Meli Aquatics Complex Improvements.

Section 3. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on January 14, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____ _____

Commissioner Luis Rimoli _____ _____

Commissioner Archibald J. Ryan IV _____ _____

Vice Mayor Marco Salvino _____ _____

Mayor Joyce L. Davis _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Business Impact Estimate

Meeting Date January 14, 2025 **Location** City Commission Chamber
Time 7:00pm **Address** 100 W Dania Beach Blvd, Dania Beach, FL

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes can be checked below, a Business Impact Estimate is not required by state law for the Proposed Ordinance.

Please note: 10/1/2024 amendment of 166.041 (4), requires BIE for any ordinance affecting Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning that are initiated by local government.

Proposed Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the city;
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no boxes are checked, please continue.



City of Dania Beach Business Impact Estimate

Meeting Date _____ **Location** _____ City Commission Chamber
Time _____ **Address** _____ 100 W Dania Beach Blvd, Dania Beach, FL

Proposed Ordinance Title

[Enter title here]

Summary of Proposed Ordinance (including public purpose to be served)

[Enter summary here]

Estimate of Direct Economic Impact on Private For-Profit Businesses

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the city's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Good Faith Estimate of Number of Businesses to be Impacted _____

Additional / Other Information

[Enter here]

Franky Lazo, Deputy Director

Department Director/Designee Name

Franky Lazo

Signature

October 29, 2024
Revised November 25, 2024

SCOPE OF SERVICES

City of Dania Beach, Parks and Recreation Department

P.J. Meli Park Improvements

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fee to the City of Dania Beach Parks and Recreation Department (CLIENT) for professional design services for the P.J. Meli Park Improvements project.

PART I - PROJECT BACKGROUND AND DESCRIPTION:

EDITORIAL NOTE: Throughout the remainder of this Scope of Services document, for clarity purposes, when CLIENT is used it refers to the Dania Beach Parks and Recreation Department. When CITY or City of Dania Beach is used, it refers to other City Departments, such as Public Services, Community Development, Planning and Zoning and the Building Department.

The project is the complete redevelopment of P.J. Meli Park located at 2901 SW 52nd Street, Fort Lauderdale, Florida 33312. The CLIENT has requested BA provide this scope and fee to refine the conceptual plan depicted in the RFQ (see Figure 1 below), and to perform and prepare professional design services including survey and mapping, geotechnical engineering, City of Dania Beach DRC Site Plan approval process, design development, regulatory permitting with agencies having jurisdiction (application and associated drawings and reports), periodic schedule updates, cost estimating, construction drawings and CSI format technical specifications as well as prepare building fixture, furniture and equipment (FFE) design and specifications. As part of this Scope, BA shall participate in one City Commission meeting and one public presentation. The scope includes coordination and assisting the CLIENT's Construction Manager at Risk Contractor during the bidding process and perform construction administration assistance including project and regulatory permit close out.

P.J. Meli Park is approximately 12.18 acres and consists of two parcels: a 2.55-acre parcel on the southern side of the park owned by the City of Dania Beach and a 9.63-acre parcel at the northern portion which is owned by Broward County Public Schools. The CLIENT has the authority to make the changes and improvements to the subject properties described in this proposal. It is assumed that the subject properties are zoned for and have the appropriate and applicable land use designation that are consistent with the proposed program and can receive a City of Dania Beach Development Order without special exceptions, permissions or procedures. It is further assumed that the issuance of a Development Order shall not require public hearings, variances, land use changes, rezoning, replatting or land use plan amendments. Should any of these be required in order to receive an applicable City Development Order, they shall be provided as an additional service for an agreed to fee.

Demolition plans shall include all existing structures, features and elements except for certain notable existing trees and palms, the lift station and the sewer main. In the southeast corner of the park, it is assumed the existing parking shall remain parking as part of the improvements described here. While it may not be specified to be demolished, it may need to be regraded and need to be partially rebuilt. Demolition includes what is assumed to be a buried septic tank in the northwest quadrant of the park. Should this existing element be discovered during survey work to be something other a septic tank and requires further discovery investigation and or if special regulatory removal approvals are required, this work effort shall be provided as an additional service for an agreed to fee. The sewer easement is owned by Broward County and is aligned north/south from SW 29th Way to an existing lift station at the

intersection with SW 52nd Street; as well as an east west segment along the south side of the northern boundary of the park and the SW 52nd Street right-of-way.

Planning services shall include a review and analysis of applicable development zoning code standards for what is allowable on the subject properties such as FAR, maximum heights, setbacks, building uses and flood plain requirements. BA planning services shall also include working with the City through the DRC site plan approval process. BA is not qualified for and shall not be responsible for providing services customarily completed and provided by a Land Use Attorney.

Construction drawings shall be prepared for design development, 60%, 90% and 100% milestones. CSI format technical specifications shall be prepared at 60%, 90% and 100% milestones. BA shall not be responsible for preparing a project manual, invitation to bid or 'front end' contractual documents. Cost analysis and estimating shall be prepared at conceptual master planning and at design development/30% CD's.

The CLIENT is using a construction manager at risk project delivery method. It is assumed that the construction manager shall be responsible for project improvement costing after BA completes the 30% CS's estimate. BA shall prepare and submit common applicable regulatory permit applications and associated drawings such as for stormwater license, potable water, sanitary sewer, pool facility reviews and tree removal. It is assumed that the proposed snack bar will be operated by the CLIENT (a municipal entity) and not a third-party vendor and shall not be required to be permitted or be designed to the standards of the Florida Department of Health or Florida Division of Hotel and Restaurant.

Bidding assistance shall be limited to responding to CONTRACTOR requests for information (RFI's) and drawing revisions if that is the most effective response. BA shall coordinate directly with the CLIENT's Construction Manager. BA shall not be responsible for bid evaluation and analysis but shall review the GMP bid for completeness and shall report on missing or unclear information.

Water and sanitary sewer design shall be limited to distribution of both systems to proposed onsite improvements. BA shall not be responsible for utility design/distribution network/lines outside the project boundary. If it is determined that the water and sanitary sewer distribution network beyond the limits of the park have insufficient capacity to service the proposed improvements, any associated offsite design services shall be provided as an additional service for an agreed to fee.

As part of the stormwater improvement work effort, BA shall coordinate their design with the City's Neighborhood Drainage Improvement Project designers. Once it is determined that the proposed Park improvements stormwater can be sufficiently and efficiently handled onsite and there is capacity in the system, BA shall work with the City to explore feasible mechanisms to accommodate/accept offsite stormwater to the Park. Accepting offsite stormwater onto the Park site is subject to approvals by agencies having jurisdiction.

Project building department permitting is assumed to be through the City of Dania Beach Building Department only. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee. The Dania Beach Building Department Permit work effort shall be for one (1) permit/application for site improvements and one (1) permit/application for vertical building improvements. BA shall prepare building permit applications as well as signed and sealed drawings and reports and submit them directly to the City of Dania Beach Building Department via their online CAP system. BA shall respond to building department comments, prepare clouded revised drawings where appropriate, and provided both to the Building Department.

It is assumed that the construction duration is 548 days/1.5 years (from CONTRACTOR notice to proceed to substantial completion) and it shall be considered an additional service to provide professional services beyond this timeframe. Construction administration services are limited to design drawing interpretations and clarifications and periodic visits to the site to observe the progress of construction and to identify observed improvements that are deemed not compliant with the construction contract documents. Specifically, construction services included in this

proposal are limited to submittal reviews, RFI responses, consideration and responses to substitution requests, participation in owner/architect/CONTRACTOR (OAC) meetings every other week (but BA shall not be responsible for preparation of associated meeting minutes), periodic site visits and preparation of associated field reports, monthly CONTRACTOR Pay Application review, equipment start up and testing observation, substantial completion walkthrough and preparation of punch list and final completion walkthrough. BA shall not be responsible for managing the CONTRACTOR on a day-to-day basis. The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.



While the Conceptual Plan in the RFQ shows the general park improvements, the following is the specific anticipated Program elements included in the Scope:

- **General Site Improvements:** Stub outs for future Wi-fi utilizing light poles. 6'-0" tall perimeter fencing and gates. Two (2) 10' X 10' picnic shelters with picnic tables. One (1) 30' tall flagpole. Code minimum landscape and automated full coverage irrigation system.

- **Community Center:** A new 1-story, approximately 11,500 square foot structure, including a lobby/reception area, offices, flexible meeting rooms with retractable walls, an exercise/fitness area including cardio and free weights, locker rooms/restrooms/showers (for building & swimming/lap pool) concession stand/snack bar/warming kitchen, storage and related utility rooms, Wi-Fi coverage, turn-key access control per CLIENT requirements, doors prepped for future door contacts, CCTV coverage, stub outs for future data, stub outs and provisions for future public address speaker system.
- **Swimming/Lap Pool:** 25 meter X 10 lane lap heated pool (25m X 25 yards) with starting blocks, attached to a 1500 square foot pool with beach entry, underwater lighting, Musco sports lighting, pool decking, 5' tall perimeter fencing and gates, Wi-Fi coverage, CCTV utilizing light poles, stub outs for future data, stub outs for future light pole mounted public address/speaker system, fixed "accessible" chair lift, chaise lounge chairs, umbrellas with tables and chairs, and an approximate 500 square foot pool equipment and chemical supplies building or room (in the community center), whichever is the most effective, efficient, cost effective and operational location.
- **Freestanding Park Restroom:** general use restroom, approximately 500 sq ft and ventilated (not air-conditioned), including 2 water closets and 1 lavatory per sex, drinking fountains, and a janitor's closet w/mop sink.
- **Dumpster Enclosure:** one (1) dumpster enclosure meeting the requirements of Article IV, Section 13-75 of the City Code of Ordinance and applicable Florida Building Code requirements.
- **Two (2) Basketball Courts:** concrete slab, finish and striping, shaded bleachers, shaded player benches, hoops, backboards and posts, 8' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two (2) Tennis Courts:** asphalt surface, finish and striping, shaded player benches, 10' tall perimeter fence and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two Pickleball Courts:** 4' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Walking Paths:** 4" concrete, 6' to 8' wide depending on available space, benches, litter receptacles, bike racks, outdoor exercise stations, one (1) chilled drinking fountain/bottle filler.
- **Playgrounds:** 2 to 5 and 5 to 12 years old playgrounds, shade canopy, play equipment including a swing set for the younger age group, synthetic turf safety surfacing, 4' tall perimeter fencing and gates, CCTV utilizing pedestrian light poles, a lockable hose bib.
- **Multi-purpose Soccer Field:** 308' X 184' synthetic turf including sidelines and end zones, shaded player benches, shaded bleachers, 4' tall fencing and gates, posts/soccer goals, scoreboard, conduit and provisions for future public address system utilizing sports lighting poles, Musco sports lighting, CCTV utilizing sports lighting poles, four (4) lockable hose bibs.
- **Lightening Detection System:** Perry Weather system mounted to free standing restroom.
- **Baseball Field:** 320' center field and foul line size, 5' foul line and outfield fencing and gates, 20' backstop, foul ball posts shaded dugouts, shaded bleachers, scoreboard with provisions for controls, artificial turf outfield and infield, Musco sports lighting, CCTV utilizing sports lighting poles, stub outs and provisions for future public address/speaker system utilizing sports light poles, four (4) lockable hose bibs.
- **Parking & Vehicle Access:** Approximately 230 asphalt paved parking spaces and drive isles, lighted, CCTV utilizing light poles, license plate readers at each of the three (3) vehicle access points; one at SW 52nd Street, one at SW 29th Way and one at SW 29th Avenue; existing parking in the southeast corner of park shall remain parking but may need to be partially or fully rebuilt.
- **Dog Run Area:** approximately 12,600 square foot, synthetic turf, 4' fence and gates, one (1) chilled dog/people drinking fountain/filler, benches, litter receptacles, conveniently located lockable hose bib for cleaning synthetic turf is critical.
- **Utilities:** water, sewer and franchise utilities (cable & data) services and connections.
- **Stormwater:** stormwater improvements to meet pre and post development drainage requirements and, where possible, eliminate flooding on SW 28th Terrace and SW 52nd Street.

The project budget (provided by the CLIENT) for the improvements described in this Scope is approximately \$19,000,000.00 (nineteen million-one dollars). This budget is the basis for this scope of services and fees. The inclusion of project program elements in the design is subject to the available established funds. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the budget. It shall be considered an additional service if BA is asked to design elements that exceed the established and stated construction budget or if additional improvement budget is allocated for the scope of work under this proposal.

Professional design services for this project include landscape architecture, architecture, civil engineering, mechanical, electrical, plumbing, and low voltage engineering, structural engineering, traffic engineering, aquatic engineering, arborist services, survey and mapping, geotechnical engineering and cost estimating. See below for more detailed descriptions of the scope included for each discipline. Assisting BA (Architecture and Landscape Architecture) with these professional design services shall be the following firms and associated disciplines:

- | | |
|------------------------|--|
| • Gibb Land Surveyor | Survey and Mapping |
| • CSA Group | Civil Engineering |
| • Tierra South Florida | Geotechnical Subsurface Exploration and Analysis |
| • MUEngineers, Inc. | Structural Engineering and Special Structural Inspections |
| • Hammond & Associates | Mechanical, Electrical, Plumbing and Low-Voltage Engineering |
| • Martin Aquatics | Aquatic Engineering |
| • TrafTech | Traffic Engineering |
| • Kenneth DiDonato | Irrigation Design |
| • The Bosch Group | Cost Estimating |
| • Patrick Hannah | Arborist Services |
- **Landscape Architecture:** Landscape architecture services shall include project management and coordination; tree disposition plans, details and specifications, pedestrian hardscape paving design, plans, details and specifications; site furniture plans, details and specifications, landscape plans, details and specifications, irrigation plans, details and specifications; preparation of City of Dania Beach Tree Removal Application; bidding assistance; building department permitting assistance; construction administration. CONTRACTOR Pay Application review and Tree Removal permit close out.
 - **Architecture:** Architectural design services shall include assistance with programming for the design of the conceptual layout and massing of the buildings, coordination with engineers in the design of the building systems, detailed drawings and technical specifications preparation, including furniture, fixtures and equipment as described below. Services shall also include coordination with the design team, and with the project's engineers on all the building systems, and with the CLIENT on the program and design; which entails the preparation of architectural drawings and specifications depicting the design intent of the buildings that will include plans, elevations, sections and details as necessary for the DRC Site Plan approval, assistance with obtaining Building Department permit approvals, assistance with Bidding, and Construction Administration services, as outlined in the Tasks below.
 - **Survey and Mapping:** See Task 2.0 below.
 - **Geotechnical Engineering:** See Task 6.0 below.
 - **Arborist:** Arborist services shall be to prepare a Full Level 1 Tree Disposition Report for all existing trees. The report shall entail scientific/common names, sizes, condition, tree preservation suggestions, pictures, and pertinent notes for each tree. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition.

- **Traffic Engineering:** Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, traffic engineering shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- **Civil Engineering:** Civil engineering services shall include conceptual drainage analysis, master engineering plans including drainage, general grading, fire hydrants, and utility services; paving, grading and drainage construction drawings; and water distribution and sanitary collection system (pump system design is not anticipated); regulatory permitting and building department permitting; coordination with the CONTRACTOR, construction administration services; and AHJ permit close out. The civil engineer shall coordinate the drainage design with the City's Neighborhood Drainage Improvement Project.
- **Mechanical, Electrical Plumbing and Low Voltage Engineering:** MEP/LV engineering design services for the buildings shall include coordination with civil and aquatic engineers, architecture, lighting representative and power supply company, electrical lighting and power systems, the fire alarm system, low voltage plans for the audio, visual, security, and communication services, a complete sanitary and water piping system, storm water and emergency overflow systems, prepare sanitary, water and storm water risers, design HV/AC air handling systems, design ductwork systems, design condensate and auxiliary drainage system for the air handling units, prepare applicable CSI technical specifications, and design and specify HV/AC and lighting controls systems. Additional MEP/LV engineering Services related to site improvements include design of parking lot and walkway lighting systems with photometrics, design sports lighting system for the sports fields, swimming pool and courts with photometrics, prepare site electrical plans for the site receptacles, irrigation controller, scoreboards and other site elements requiring electric, prepare low voltage plans for future PA System for the football and baseball fields, prepare low voltage plans for the Site CCTV and Wi-Fi. MEP/LV construction administration services shall include review all pertinent shop drawings and maintain shop drawing log, answer CONTRACTOR RFI's, issue clarifications, etc., during the construction, perform substantial completion walkthrough and prepare punch list, periodic site visits. All MEP/LV drawings and calculations shall be prepared and signed and sealed by a Florida licensed engineer and shall be compliant with applicable federal, state and local agencies having jurisdiction.
- **Aquatic Engineering:** The aquatic engineering shall include the identification, selection, and placement of major equipment components and the desired water effects for the swimming pool. Aquatic engineered elements shall be inclusive of associated structural, filtration pump pit, specialty engineering, chemical and sterilization systems, plumbing, electrical, electrical system controls, sub-panel power distribution, filtration and pumping systems, hydraulic mechanical engineering and waterproofing design of all aquatic features. Aquatic engineering shall include underwater LED light specifications and installation details, underground surge tank/vault and associated ladders and railings. The aquatic engineer shall also locate and specify miscellaneous pool equipment such as floating lane lines and starting blocks. The aquatic engineer shall coordinate their work with other applicable disciplines such as architecture, civil engineering and MEP. The aquatic engineer shall assist with permit approvals from Authorities Having Jurisdiction (AHJ). The aquatic engineer shall also assist the CLIENT and the rest of the design team to determine the most effective, efficient, cost effective and operational pool equipment location; either a free standing building or a room contained within the community center.
- **Structural Engineering:** Structural design services shall include the one-story community center, the pool equipment building or room, the free-standing bathroom, the dumpster enclosure and miscellaneous site improvements such as foundation design for fencing and gates, pre-engineered scoreboards and sports and site lighting. The structural engineering scope assumes that the foundation or slab support shall be supported on spread foundations and/or slabs on grade. The structural engineer shall review the recommendations by the Geotechnical Engineer after the soil investigations are performed and shall inform the CLIENT if the foundations recommendations differ from this assumption. Alternate structural design systems shall be provided as an additional service for an agreed to fee. The structural engineering work effort will also include coordination with the design team, preparation of construction drawings and CSI format technical specifications related to the structural design of the building structures, bidding assistance, building department permitting and construction administration services. The

structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

- **Cost Estimating:** Cost estimating services include an independent cost estimate analysis and submittal based on the conceptual design/master plan and one (1) at the design development phase. Vertical construction costs for onsite buildings shall be provided. Separation of the estimate into major cost components, phases, etcetera, shall be established prior to the first cost estimate, and be the format used for all subsequent cost estimates. Reconfiguration or changes to the cost estimates format shall be provided as an additional service for an agreed to fee. BA shall not be responsible for analysis of estimates prepared by the CONTRACTOR.

All improvements shall be compliant with the Americans with Disability Act, Florida Building Code, Florida Administrative Code and applicable local, state and federal laws, rules and guidelines.

PART II - SCOPE OF WORK

TASK 1.0 – SURVEY AND MAPPING

- 1.1 **Survey and Mapping** – BA shall prepare a boundary and topographic survey, locating and identifying all visible existing above-ground improvements. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983/2011 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Provide cross-sections on a 25 foot grid to extend over adjacent roadways and include any highs and lows occurring off-grid. Provide location of existing asphalt roadways, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, headwalls, end walls, manholes, vaults, driveways, concrete curbing and curb cuts, landscaping, and any other visible improvements. Provide rim and invert elevations on all storm and sanitary sewer structures. Provide location of individual trees, listing all trees and palms with common type (to the best of our knowledge) and trunk diameter (DBH) and canopy spread (drip line) diameter. BA shall survey the raised area (mound) in the northwest quadrant of the park, where an existing septic tank may exist, using geophysical, magnetic methods or Ground Penetrating Radar (GPR) and produce an approximate size of the existing tank — for demolition purposes. GPR shall only be utilized in the area of the raised mound area. Results of GPR shall be included in the digital (PDF & CAD) deliverables. Digital maps shall delineate all field collected data as well as existing limits of referenced rights-of-way. BA shall provide the CLIENT a certified survey, digitally signed & sealed pdf and CAD file.

Deliverables for Task 1.0 Survey and Mapping – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white digitally signed and sealed PDF of survey drawings
- One (1) AutoCAD .dwg file of survey

TASK 2.0 – PROJECT INITIATION

- 2.1 **Project Management** – In addition to the specific services detailed below, throughout the duration of the project, BA shall coordinate all associated work with the CLIENT's representative and the CLIENT's project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 **Design Intent Kick-Off Meeting** – BA shall attend one (1) meeting with the CLIENT to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record keeping standards, communications with the CLIENT, distribution procedures, meeting dates, public and City Commission notification and preliminary and final submissions. BA shall prepare and distribute minutes of the Kick-Off Meeting.

- 2.3 Arborists Level 1 Tree Disposition Report** – The Arborist shall visit the site one (1) time to assess and evaluate the condition of all existing trees and palms. The Arborist shall prepare a Level 1 Report that shall include the following for each tree and palm: scientific/common name, size, condition, tree preservation suggestion, picture, and pertinent notes for each tree. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting and shall be the basis of the Tree Disposition/Preservation Plans throughout the design, permitting and construction process.
- 2.4 Site Visit, Inventory, Analysis and Assessment** – BA shall visit the site one (1) time with the CLIENT to discuss and observe key issues, opportunities or constraints. While on site, BA shall also verify the surveyed trees. BA shall prepare and distribute a summary of observations, discussion topics and directions received.
- 2.5 Architectural Programming Meeting** – BA shall meet with the CLIENT one (1) time in person to refine the community recreation center and free-standing restroom architectural program. Based on discussions, decisions made and direction given, BA shall develop a floor plan sketch for review and comment. BA shall prepare and distribute minutes.
- 2.6 Architectural Floor Plans** – Based on discussion during the Architectural Programming Meeting, BA shall prepare and distribute floor plans for the community center and free-standing bathroom. The CLIENT shall provide BA one consolidated list of comments. Minor changes and modifications shall be incorporated into the Conceptual Master Plan Task.

Deliverables for Task 2.0 Project Initiation – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of minutes of Design Intent / Kick-Off Meeting
- One (1) 8 ½" X 11" black and white PDF of Site Visit, Inventory, Analysis and Assessment summary
- One (1) 8 ½" X 11" black and white PDF of Architectural Programming Meeting Minutes
- One (1) 24" X 36" black and white PDF of Community Center and Free-Standing Bathroom Floor Plans

TASK 3.0 – ZONING AND LAND USE ANALYSIS

- 3.1 Regulatory Development Review** – BA shall review and analyze appropriate City land development regulations (LDR's) such as FAR, maximum building heights, setbacks, building uses and flood plain requirement and provide the CLIENT one (1) consolidated list of development limitations that affect the proposed improvements. BA's LDR due diligence review shall include coordination with the City of Dania Beach Planning and Zoning Department to confirm the site development standards for the zoning district. BA shall prepare a summary of zoning requirements including the permitted uses, bulk requirements and yard setback requirements which the proposed design shall be subject to.

Deliverables for Task 3.0 Zoning and Land Use Analysis – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Development Limitations Memorandum

TASK 4.0 – WAIVER FROM LAND DEVELOPMENT CODE FOR MUNICIPAL PROJECTS

- 4.1 Development Waiver Due Diligence** – BA shall research, document and assist the CLIENT with the City of Dania Beach Waiver Process (per Section 700-190 of the Code) for non-conforming proposed program elements such as vertical elements in setbacks, buildings exceeding maximum heights, building coverage exceeding maximum, signage size and light spillover. BA shall summarize and provide a list of non-conforming program elements.

- 4.2 Waiver Coordination Meetings** – BA shall participate in two (2) virtual review meetings with the City and the CLIENT to review and discuss approval procedures for proposed non-conforming program elements.
- 4.3 Waiver Request Justification Letter** – Based on the results of the non-conforming program element due diligence research and review and coordination meetings with the City and CLIENT, BA shall prepare and provide a Waiver Request Justification Letter. The Waiver Request Justification Letter shall be submitted to the City during the DRC Site Plan Approval Process.
- 4.4 Waiver Request Diagram** – BA shall prepare one (1) drawing that illustrates and depicts the non-confirming program elements location and type. The Waiver Request Diagram shall be submitted to the City during the DRC Site Plan Approval Process.

Deliverables for Task 4.0 Waiver From Lands Development Code For Municipal Projects – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Non-Conforming Program Element List
- One (1) 24" X 36" black and white PDF depicting Non-Conforming Program Elements
- One (1) 8 ½" X 11 black and white PDF of Wavier justification Request Letter

TASK 5.0 – CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS

- 5.1 Draft Conceptual Master Plan** – Based on themes discussed at the Design Intent Kick-Off Meeting and the Architectural Programming Meeting, and descriptions in the RFP and Parks System Master Plan, BA shall prepare a draft rendered conceptual master plan.
- 5.2 Draft Conceptual Master Plan Opinion of Probable Cost (OOPC)** – BA shall prepare and provide to the CLIENT an opinion of probable cost based on the Conceptual Master Plan.
- 5.3 Schedule** – BA shall prepare a project schedule that correlates to the tasks detailed in this scope.
- 5.4 Draft Conceptual Master Plan Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss the Draft Conceptual Master Plan, associated cost estimate and project schedule. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the established budget. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the Final Conceptual Master Plan. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 5.5 Final Conceptual Master Plan** – Based on comments discussed during the Draft Conceptual Master Plan and Cost Estimate Review Meeting, BA shall make minor adjustments to the plan and OOPC and provide to the CLIENT for final review and approval prior to City Commission Presentation.
- 5.6 Final Conceptual Plan and Opinion of Probable Cost Draft Presentation** – BA shall prepare and provide a PowerPoint presentation that summarizes the Final Conceptual Master Plan and associated OOPC. The CLIENT shall provide BA one (1) consolidated list of comments or changes to the presentation. Minor revisions shall be incorporated into the presentation prior to the City Commission meeting. Major changes that represent a significant departure from the original design program shall be provided as an additional service.

- 5.7 City Commission Final Conceptual Master Plan Presentation** – BA shall prepare a Final Conceptual Master Plan PowerPoint Presentation and attend and participate in a presentation to City Commission. Minor revisions shall be incorporated into the presentation prior to the Public Presentation. BA shall not be responsible for preparing or distributing minutes of City Commission Comments or feedback.
- 5.8 Public Meeting** – Based on comments received from City Commission on the Final Conceptual Master Plan, BA shall attend and participate in a public meeting to present the Final Conceptual Plan. BA shall not be responsible for preparing or distributing minutes.
- 5.9 Final Conceptual Master Plan Review Meeting** – BA shall participate in one (1) virtual meeting to discuss comments and feedback received during the Final Conceptual Master Plan presentation to City Commission and the Public. The CLIENT shall provide BA direction on incorporation of comments into the proposed improvements. Minor comments received shall be incorporated into the DRC Site Plan Drawings. BA shall not be responsible for updating the illustrative color master plan from this point in time moving forward. BA shall prepare and distribute minutes.

Deliverables for Task 5.0 Conceptual Master Plan and Public Meetings – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of the Draft Conceptual Master Plan
- One (1) 8 ½" X 11" black and white PDF of Draft Conceptual Master Plan Opinion of Probable Cost
- One (1) 11" X 17" black and white PDF of Project Schedule
- One (1) 8 ½" X 11" black and white PDF's of the Draft Conceptual Master Plan and OOPC Review Meeting Minutes
- One (1) 24" X 36" color PDF of the Final Conceptual Master Plan
- Four (4) 24" X 36 color prints of the Final Conceptual Master Plan
- One (1) Final Conceptual Master Plan and OOPC Draft PowerPoint Presentation
- One (1) Final Conceptual Master Plan and OOPC Final PowerPoint Presentation
- One (1) 8 ½" X 11" black and white PDF of Final Conceptual Master Plan Review Meeting Minutes

TASK 6.0 – SUBSURFACE EXPLORATION AND REPORTING (GEOTECHNICAL ENGINEERING)

- 6.1 Geotechnical Engineering** –. BA shall perform geotechnical engineering subsurface exploration testing and reporting including:
- Six (6) Standard Penetration Test (SPT) borings to a depth of 40 feet below existing grade for the proposed aquatic facility
 - Nine (9) Structural SPT borings to a depth of 40 feet around football field, parking lot, court, light pole, scoreboards, 20' tall fence posts and netting pole foundations.
 - Three (3) Borehole Permeability (BHP) tests per South Florida Water Management District (SFWMD) Standards, and
 - Two (2) Double Ring Infiltrometer tests

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designations D 1586. Borings will be approximately located in the field (at approximate locations provided by the design engineers) by drilling personnel. Prior to drilling at the project site, geotechnical engineer shall notify the local utility companies and request that underground utilities be marked. However, it is our experience that the utility companies will not mark privately owned utilities. This Scope assumes that private utility lines, if any, shall be located in the field by others prior to mobilization of the drill rig. Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, will be performed on select samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report shall be issued that contains the exploration data, a discussion of

the site and subsurface conditions, results of percolation tests and Double Ring Infiltrometer tests, geotechnical recommendations for pavement subgrade and foundation design, and a discussion of some construction considerations. The geotechnical report shall be used by the design team for regulatory required drainage and structural design and permitting.

Deliverables for Task 6.0 Subsurface Exploration and Reporting – As a result of this task, BA shall deliver the following to the CLIENT:

- One 8 ½" X 11" black and white signed and sealed PDF of Soils Report.

TASK 7.0 – CITY OF DANIA BEACH DRC SITE PLAN APPROVAL PROCESS

- 7.1 DRC Pre-Application Meeting** – BA shall participate in one (1) in person DRC Pre-Application Meeting with the City Planning and Zoning Department. BA shall prepare and distribute meeting minutes.
- 7.2 Fire Flow Testing** – Based on the proposed improvements and in accordance with Dania Beach Fire Rescue requirements, BA shall have the applicable water mains tested for rates of flow. Flows not meeting the necessary requirements are not BA's responsibility to correct.
- 7.3 Traffic Statement** - Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, BA shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- 7.4 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the DRC Site Plan drawings.
- 7.5 DRC Site Plan Approval Application** – Per the City of Dania Beach Land Development Code Part 6, Article Development Review Procedures and Requirements, Section 605-30 Application Submittal Requirement, BA shall prepare and submit the appropriate drawings and application required for the City of Dania Beach Development Review Committee (DRC) Site Plan Review. The CLIENT shall be responsible for providing appropriate and applicable application signature(s) by authorized persons.
- 7.6 DRC Site Plan Review Meeting** – BA shall participate in one (1) in person DRC review meeting with City Planning and Zoning staff to receive and discuss outstanding comments on the site plan application. BA shall prepare and distribute meeting minutes.
- 7.7 Development Review Committee (DRC) Site Plan Follow Up** – BA shall prepare written responses to DRC comments and submit associated revised drawings as necessary.

Deliverables for Task 7.0 Dania Beach DRC Site Planning – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of DRC Pre-Application Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of completed Site Plan Application
- One (1) 24" x 36" color PDF of Site Plan Application Drawings
- One (1) 8 ½" X 11" black and white PDF of Fire Flow Test Results

- One (1) 8 ½" X 11" black and white PDF of DRC Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of responses to DRC comments

TASK 8.0 – DESIGN DEVELOPMENT/30% CONSTRUCTION DRAWINGS

- 8.1 Design Development Coordination Meetings** – Throughout the duration of the Design Development Task, BA shall participate in up to two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 8.2 Design Development /30% CD's** – Based on comments received on the conceptual master plan and during the City of Dania Beach DRC Site Plan Approval Process, BA shall prepare design development/30% drawings. These documents shall further refine and articulate the project elements established in the approved Final Conceptual Master Plan and by the DRC. This shall include aquatic engineering plans and details; architectural plans and details, civil engineering plans and details, tree disposition/tree protection plans and details, mechanical, electrical and plumbing plans and details, low-voltage plans and details, architectural fire protection plans and details, structural engineering plans and details, hardscape paving plans and details, hardscape furniture and fixture plans and details and landscape massing plans and details.
- 8.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the Design Development drawings.
- 8.4 Schedule** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 8.5 Design Development / 30% CD's Review Meeting** – BA shall attend one (1) in-person meeting to discuss the design development/30% drawing with the CLIENT. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 8.6 Written Responses to CLIENT 30% CD's Comments** – BA shall provide the CLIENT written response to received Design Development comments. The intent being to document and describe the agreed course of action. That is, how comments shall be addressed and incorporated into the design moving into the next Task.

Deliverables for Task 8.0 Design Development /30% Construction Drawings – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of Design Development Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of Design Development Drawings
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of Design Development Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received Design Development Comments

TASK 9.0 – 60% CONSTRUCTION DOCUMENTS (CD's)

- 9.1 60% CD's Coordination Meetings** – Throughout the duration of the 60% CD's Task, BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.

- 9.2 60% Construction Drawings** – Based on the approved 30% CD's, BA shall prepare 60% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details and landscape plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 9.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FP&L, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the 60% drawings.
- 9.4 60% Technical Specifications** – BA shall provide a technical specifications Table of Contents for the proposed improvements. Technical specifications shall be MasterSpec Division 00 through Division 33 sections format.
- 9.5 60% CD's CONTRACTOR Cost Coordination** – BA shall review the 60% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 9.6 Schedule** – BA shall prepare an updated project schedule with the 60% CD's submittal that correlates to the tasks detailed in this scope.
- 9.7 60% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 60% CD's. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 9.8 Written Responses to CLIENT 60% CD's Comments** – BA shall provide the CLIENT written response to received 60% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the 90% CD's.

Deliverables for Task 9.0 60% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 60% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 60% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of Technical Specifications Table of Contents*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR's 60% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 60% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 60% CD's Comments*

TASK 10.0 – REGULATORY PERMITTING

10.1 Regulatory Permitting – BA shall prepare and submit the following regulatory permit applications including:

- Broward County Surface Water Management
- SFWMD - Surface Water Management
- SFWMD - Water Use
- NPDES - Surface Water Pollution Prevention Plan
- City of Dania Beach - Roads- Paving, Grading & Drainage
- City of Dania Beach – Sewer
- City of Dania Beach – Water
- Broward County EPGMD – Sewer
- FDEP - Water
- City of Dania Beach Tree Removal
- Broward County Health Department Pool Improvements Review

10.2 Regulatory Permit Resubmittals – BA shall respond to agency comments as required. BA shall also track and coordinate with the appropriate agencies to minimize potential problems that might prohibit permits from being issued in a timely manner. Any changes required for the issuance of a regulatory permit shall be incorporated into the drawings and be included in the 90% Construction drawings.

Deliverables for Task 10.0 Regulatory Permitting – As a result of this task, BA shall deliver the following to the Client:

- 8 ½' X 11 black and white PDF's AHJ Permit Applications
- 24" X 36" black and white signed and sealed Civil Engineering Drawings
- 24" X 36" black and white signed and sealed Aquatic Engineering Drawings

TASK 11.0 – 90% CONSTRUCTION DOCUMENTS (CD's)

11.1 90% CD's Coordination Meetings – Throughout the duration of the 90% CD's Task , BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the three coordination meetings.

11.2 90% Construction Drawings – Based on the approved final 60% CD's, BA shall prepare 90% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.

11.3 90% Technical Specifications – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.

11.4 90% CD's CONTRACTOR Cost Coordination – BA shall review the 90% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.

11.5 Schedule – BA shall prepare an updated project schedule with the 90% CD's submittal that correlates to the tasks detailed in this scope.

- 11.6 90% Construction Drawings Review Meeting** – BA shall participate in one (1) in person review meeting with the CLIENT to discuss their comments on the 90% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 11.7 90% CD's Comment Responses** – BA shall provide the CLIENT written response to received 90% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 11.0 90% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 90% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 90% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of 90% Technical Specifications*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR 90% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 90% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 90% CD's Comments*

TASK 12.0 – 100% CONSTRUCTION DOCUMENTS (CD's)

- 12.1 100% CD's Coordination Meetings** – Throughout the duration of the 100% CD's Task, BA shall participate in two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 12.2 100% Construction Drawings** – Based on the approved final 90% CD's, BA shall prepare 100% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 12.3 100% Technical Specifications** – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.
- 12.4 Schedule** – BA shall prepare an updated project schedule with the 100% CD's submittal that correlates to the tasks detailed in this scope.
- 12.5 100% CD's CONTRACTOR Cost Coordination** – BA shall review the 100% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 12.6 100% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 100% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.

12.7 100% CD's Comment Responses – BA shall provide the CLIENT written responses to received 100% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 12.0 100% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of 100% CD's Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of 100% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF of CM@Risk 100% CD's Cost Estimate Review Comments
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of 100% CD's Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received 100% CD's Comments

TASK 13.0 – FURNITURE, FIXTURES AND EQUIPMENT (FFE) DRAWINGS AND SPECIFICATIONS

13.1 FFE Drawings – BA shall prepare a package of drawings, specifications, and material samples depicting the Furniture, Fixtures and Equipment for the two buildings (community center and freestanding bathroom) as part of the Tasks noted above. Drawings will depict the layout of each fixture and all equipment with reference to detailed schedule of each specified item. Material sample boards will be prepared for presentation for CLIENT review and approval.

13.2 FFE Drawings Review Meeting – BA shall participate in one (1) in-person FFE review meeting with the CLIENT to discuss the design and selection of all elements. BA shall document and distribute CLIENT approvals, and/or make minor adjustments of specifications and layouts as per comments, for approval prior to the Bid submission. BA shall prepare and distribute meeting minutes.

Deliverables for Task 13.0 Furniture, Fixtures and Equipment Drawings and Specifications – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of FFE drawings provided with Tasks 8.0, 9.0, 11.0 and 12.0
- One (1) 8 ½" X 11" black and white PDF copy of FFE Review Meeting Minutes
- One (1) 24" X 36" color Furniture, Fixture and Equipment Sample Boards

TASK 14.0 – CONTRACTOR GUARANTEED MAXIMUM PRICE (GMP) BIDDING ASSISTANCE

14.1 Bidding Documents – Based on comments received on the 100% drawings and technical specifications and feedback from the CLIENT during the associated review meeting, BA shall prepare and issue one (1) complete set of construction drawings and technical specifications to the CONTRACTOR for their use in preparing the GMP.

14.2 Bidding RFI Responses – BA shall respond in writing to CONTRACTOR questions regarding the project construction drawings and technical specifications that may arise during the GMP bidding process. If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate drawings.

14.3 GMP Review and Coordination Meeting – BA shall participate in one (1) GMP review and coordination meeting with CLIENT and CONTRACTOR to discuss bidding topics or resolution of any issue critical to issuance of the GMP by the CONTRACTOR. BA shall NOT be responsible for preparing or distributing minutes.

Deliverables for Task 14.0 Contractor Guaranteed Maximum Price Bidding Assistance – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white PDF of revised construction drawings
- One (1) 8 ½" X 11" black and white PDF of revised technical specifications
- 8 ½" X 11" black and white PDF's of RFI Responses as needed
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 15.0 – BUILDING DEPARTMENT PERMITTING

- 15.1 Signed and Sealed Drawings** – Based on the approved GMP drawings and taking into account any revisions or changes requested during that process, BA shall prepare signed and sealed drawings, reports and calculations for submission to the Dania Beach Building Department for building permits.
- 15.2 Building Department Applications and Submission** – BA shall prepare a one (1) site construction and one (1) vertical construction Dania Beach Building Permit Application and provide to the CLIENT for signatures. BA shall not be responsible for obtaining owner signatures such as the Dania Beach City Manager or Broward County Public Schools. BA shall submit the completed building permit applications as well as signed and sealed drawings and reports directly to the City of Dania Beach Building Department via their online CAP system. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee.
- 15.3 Building Department Written Comment Responses** – BA shall provide written response to all Building Department comments, explaining how each comment has been addressed.
- 15.4 Drawing Revisions** – If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate signed and sealed drawings

Deliverables for Task 15.0 Building Department Permitting – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 black and white signed and sealed PDF set of Construction Drawings
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Structural Calculations
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Soils Report
 - One (1) 8 ½" X 11" black and white PDF of Vertical Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF of Site Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF's of RFI Responses
 - One (1) 8 ½" X 11" black and white PDF of Changes Narrative
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 16.0 – CONSTRUCTION ADMINISTRATION SERVICES (APPROXIMATELY 548 CALENDAR DAYS)

- 16.1 Site Improvements Materials Board** – BA shall prepare a site furniture and fixture sample board(s) that defines the colors for site improvements (not buildings). The sample board(s) shall be actual paint chips or fabric samples. When actual chips and samples are not available from manufacturers for a site element, such as playgrounds, a rendering shall be requested from vendor that shows the selected colors and the specified product.

- 16.2 Pre-Construction Meeting** – BA shall attend and participate in one (1) in-person pre-construction meeting with the CLIENT and the CONTRACTOR. The meeting shall be used to establish CONTRACTOR procedures, responsible parties and submittal and RFI review periods. BA shall not be responsible for preparation or distribution of minutes, or for scheduling or reserving a meeting space
- 16.3 Submittal Review** – BA shall review and comment on shop drawings, samples, and other data and reports, which the CONTRACTOR is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided on the contract documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. Submittals that, at no fault of BA, require more than three reviews shall be provided as an additional service for an agreed to fee. It is assumed that the shop drawings shall be handled through digital means, such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.4 Responses to CONTRACTOR RFI's** – BA shall respond to and provide clarifications and interpretations of the contract documents as needed and requested by the CONTRACTOR or CLIENT. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.5 Permit Revisions** – At key points during construction, BA shall issue revised signed and sealed drawings that incorporate RFI responses and applicable approved submittals into the Building Department Drawing Set. This process is necessary so that the drawings used by the CONTRACTOR and their Subs in the field are consistent with the drawings that the building department inspectors have. Permit revisions shall only be performed on an occasional basis, no more than five (5) times throughout the construction process.
- 16.6 Pay Application Review** – BA shall review and comment on up to twelve (18) pay applications provided by the CONTRACTOR
- 16.7 Site Visits and Field Coordination** – For the duration of the assumed eighteen (18) month construction period, BA shall perform site visits and/or attend onsite construction coordination meetings by discipline as described and listed below. During these site visits or meetings, BA shall become familiar with the progress and quality of the CONTRACTOR'S work and determine if said work is generally proceeding in accordance with the contract documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the contract documents. BA shall NOT be responsible for scheduling or coordinating meetings with the CONTRACTOR or for producing minutes afterwards that may be required to summarize onsite discussions. Additional site visits or meetings shall be billed as an additional services on an hourly basis. The distribution and quantities of site visits by discipline shall be as follows:

Design Team Project Management	12 Visits
Architecture	8 Visits
Landscape Architecture	12 Visits
Civil Engineering	12 Visits
MEP/LV Engineering.....	6 Visits
Structural Engineering.....	4 Visits
Aquatic Engineering	3 Visits
Traffic Engineering	0 Visits
Certified Arborist	0 Visits
Geotechnical Soils Engineer	0 Visits
Irrigation Designer.....	0 Visits

16.8 Owner Architect Contractor (O.A.C.) Meetings – For the duration of the assumed eighteen (18) month construction period, BA shall participate in up to forty (40) virtual O.A.C. meetings (one (1) O.A.C. meeting every other week). Participation by individual disciplines in the virtual OAC meetings shall be as described below. The purpose of this meeting is to receive updates from the CONTRACTOR on the progress of construction and to discuss any critical path items and urgent submittals or RFI's. BA shall NOT be responsible for preparing or distributing minutes.

Design Team Project Management	36 Meetings
Architecture	10 Meetings
Landscape Architecture	36 Meetings
Civil Engineering	30 Meetings
MEP/LV Engineering.....	20 Meetings
Structural Engineering.....	4 Meetings
Aquatic Engineering	3 Meetings
Traffic Engineering	0 Meetings
Certified Arborist	0 Meetings
Geotechnical Soils Engineer	0 Meetings
Irrigation Designer.....	0 Meetings

16.9 Substantial Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct a substantial completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and shall provide a comprehensive punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to the Site Visits and Field Coordination Task.

16.10 Final Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct/complete a final Completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and that all punch list items have been resolved. BA shall provide a final completion notice to the CLIENT once the project is deemed to be in full accordance with the contract documents. This service shall be completed in addition to the Site Visits and Field Coordination Task. Additional walkthroughs required due to the CONTRACTOR's inability to complete all punch list items the first time shall be provided as an additional service for an agreed to fee.

16.11 Equipment and Systems Testing and Adjusting – Equipment and systems shall be performance tested in the presence of BA to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by BA. All equipment contained in the work, plus all other components necessary to enable the CLIENT to operate the facility in a manner that was intended, shall be complete in order to be considered acceptable.

16.12 Permit Certifications to Regulatory Agencies & Permit Close-Out (Ten Agencies/Departments) - BA shall review as-built documentations provided by the CONTRACTOR and compare built conditions to the design approved by regulatory agencies. Deviations from the permitted designs shall be reported to the CLIENT and CONTRACTOR for correction. Once BA is satisfied that the improvements match the regulatory approval, BA shall certify to the Agency as such.

Deliverables for Task 16.0 Construction Administration Services – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 color Site Furniture and Fixture Sample Board.
- One (1) 8 ½" X 11" black and white PDF copy of each reviewed submittal
- One (1) 8 1/2" X 11" black and white PDF's of RFI responses
- Twenty-Five (25) black and white or color PDF copies of Field Reports
- 24" X 36" black and white signed and sealed Delta revised Permit Drawings
- Eighteen (18) 8 ½" X 11" black and white PDF of Reviewed Pay Application
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List
- One (1) 8 ½" X 11" black and white PDF of Final Completion Notice
- Ten (10) 8 ½" X 11" black and white Regulatory Agencies Permit Certification/Close-Out Confirmation

TASK 17.0 – SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION

17.1 Special Inspections – The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

Deliverables for Task 17.0 Special Structural Inspections During Construction – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF copy of each Inspection Report

PART III - COMPENSATION

Tasks 1.0 through 17.0 – BA shall invoice the CLIENT a lump sum fee, including direct expenses, for Tasks 1.0 through 15.0 and on an hourly time and material not to exceed basis for Tasks 16.0 and 17.0:

TASK 1.0 SURVEY AND MAPPING.....	\$33,304.00
TASK 2.0 PROJECT INITIATION	\$70,324.00
TASK 3.0 ZONING AND LAND USE ANALYSIS	\$19,226.00
TASK 4.0 WAIVER FROM LANDS DEVELOPMENT CODE FOR MUNICIPAL PROJECTS	\$41,401.00
TASK 5.0 CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS	\$105,732.00
TASK 6.0 SUBSURFACE EXPLORATION & REPORTING	\$35,392.00
TASK 7.0 CODB DRC SITE PLAN APPROVAL PROCESS.....	\$88,596.00
TASK 8.0 DESIGN DEVELOPMENT.....	\$175,052.00
TASK 9.0 60% CD's.....	\$185,961.00
TASK 10.0 REGULATORY PERMIT REVIEW	\$29,038.00
TASK 11.0 90% CD's.....	\$172,411.00
TASK 12.0 100% CD's.....	\$118,719.00
TASK 13.0 FFE DRAWINGS AND SPECIFICATIONS	\$15,108.00
TASK 14.0 CM@R BIDDING ASSISTANCE	\$32,841.00
TASK 15.0 BUILDING DEPARTMENT PERMITTING.....	\$68,430.00
TASK 16.0 CONSTRUCTION ADMINISTRATION SERVICES	\$475,093.00
TASK 17.0 SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION	\$21,872.00
GRAND TOTAL	\$1,688,500.00

PART IV – SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by BA as an additional service for an agreed to fee:

1. Providing Revit or BIM Models
2. 3D renderings, sketch up models or videos
3. Preparation of opinions of probable cost after the 30% CD's Submission
4. Material Testing (concrete cylinders shall be by the CONTRACTOR)
5. Traffic signal design
6. Quantity or area take-offs
7. Preparation of Schedule of Values
8. Land Use Changes
9. Change of zoning/rezoning
10. Platting
11. Delegation Requests
12. Vacation or abandonment of rights-of-way
13. Administrative appeals
14. Replatting
15. Plat Determination
16. Preparation of Public Hearing Notices
17. Administrative Variances
18. Variances
19. Zoning relief procedures
20. Special Exception Requests
21. Special use permitting
22. Expert testimony
23. Permit and impact fees of any kind
24. FDOT permitting or coordination
25. Environmental engineering including hazardous materials, wetland and protected species permitting
26. Contaminated soil testing and reporting
27. Design and or permitting related to contaminated soils
28. Preparation of a dewatering plan or engineering control plans
29. Preparation of a maintenance of traffic plans
30. LEED Building Design or Certification Process
31. Green building design or tracking
32. Green building certification or specialization
33. Custom furniture or picnic pavilion design
34. Site or building generator design and specifications
35. Add and deduct alternate designs required in addition to base bid design
36. Specialty engineering including but is not limited to, concrete tilt wall panels, heavy timber framing and connections, wood trusses; light gauge steel trusses; steel joists and girders, windows, doors and their attachments; light gauge framing, precast concrete members; aluminum framed items, fabric structures, fencing, site furniture, shade canopies, pedestrian/parking/sports lighting pole foundations etc. Specialty engineering shall be the responsibility of the CONTRACTOR and/or their subs/vendors which are delegated and typically provided by the manufacturer's specialty engineer.
37. Fence posts, gate posts, pedestrian light poles, basketball posts, football goal posts, field goal net posts, bleachers and pool cabanas are pre-engineered items designed by the manufacturer's specialty engineer (signed and sealed submittals required).
38. Signage and signage foundation design
39. Intrusion detection system
40. Design or specifications for a, generator, generator support slab and enclosure
41. Multi-purpose field press box
42. Aquatics scoreboard
43. Piling/Pier design for aquatics or architecture
44. Underground concrete technical spaces
45. Slide & Water Play specialty structural drawings
46. Integration of sculptural elements or acrylic components
47. Asbestos survey.
48. Redesign required due to unforeseen site conditions that may be discovered during construction.
49. Full-time site representation during construction.
50. Resolution of design problems arising from fabrication or construction errors, or CONTRACTOR's failure to pass quality assurance tests
51. Land use attorney services
52. Legal services, such as written opinions, verbiage or language
53. Preparation or drafting of commission agenda
54. Florida Department of Health or Florida Division of Hotel and Restaurant food services permitting and approval



City of Dania Beach Community Development Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances to revise the street co-designation regulations. (First Reading).

Request:

The Community Development Department is requesting an amendment to the City's Code of Ordinances to revise the street co-designation regulations, per Code of Ordinances, Section 22-7A.

Background:

The originally ordinance allowed for street renaming and provided a list automatic denials. One such automatic denial is changing the name of a street named prior to 1949. Approximately ten (10) years ago the City Commission amended these regulations to only allow for co-designation of a street.

This automatic denial provision for a street named prior to 1949 is a protection that is not longer needed, because we now only allow for co-designation of a street, thereby maintaining the existing historical street names.

If the automatic denial for streets named prior to 1949 were to remain, only streets within newly developed projects would be eligible for co-designation.

Budgetary Impact

None.

Recommendation

The Community Development Department recommends that the City Commission approve the text amendment on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED “STREETS AND SIDEWALKS” OF THE CITY’S CODE OF ORDINANCES; TO PROVIDE LANGUAGE CLEANUP TO ALLOW FOR THE CODESIGNATION OF ALL STREETS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, periodically the Community Development finds certain scrivener’s errors, and clarifications that are needed in the City Code and

WHEREAS, the City seeks to include that edits in order to ensure the proper regulation of our Code and to provide clarity to the residents as to the implementation of the Code; and

WHEREAS, the City Commission finds and determines that updating the City’s Code of Ordinances is in the best interest of the residents of Dania Beach.

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That Chapter 22 entitled the “STREETS AND SIDEWALKS, of the City’s Code of Ordinances is amended as follows:

CHAPTER 22

STREETS AND SIDEWALKS

* * *

Sec. 22-7A. Authority of city commission to co-designate roads and streets, etc.

The city commission may, by resolution, adopt after a public hearing a co-designation of any local road, street, subdivision street or alley (referred to as "street" in this section) within the city limits. All streets shall retain their current names as a co-designation.

* * *

(f) *Automatic denial.* An application shall be denied for the following reasons:

* * *

~~(8) The street was named prior to 1949.~~

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida and codified by Municode. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. That this ordinance shall take effect 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 1/14/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: Approval for the City to sponsor the 2025 IGNITE Broward Art & Light Festival partially located at MAD Arts in Dania Beach

Request:

The Public Art Advisory Board (PAAB) requests the City Commission approval to sponsor the 2025 IGNITE Broward Art & Light Festival that will be partially located at MAD Arts located in Dania Beach. This re-occurring county-wide public art event will be held February 14 – 23, 2025.

Background:

Now in its fourth year, IGNITE Broward, created by Broward County Cultural Division in partnership with Mad Arts, is an immersive large-scale projection mapping and interactive light-based art and sound festival featuring installations by top national and international artists at several locations including Esplanade Park and the New River Inn located in downtown Fort Lauderdale, Young Circle in Hollywood, and Mad Arts in Dania Beach.

With each passing year, IGNITE Broward has grown in both size and influence, attracting a diverse range of attendees, including aspiring entrepreneurs, talented artists, skilled professionals, and visionary leaders.

On December 16, 2024, the PAAB recommended the City sponsor this local public art event by providing a \$20,000 cash sponsorship and not to exceed \$10,000 of in-kind services. At this sponsorship level the City will receive City Logo placement signage, a guided tour of Esplanade Park and Mad Arts installations, City Logo placement on all print and digital materials, invitations to media preview at Mad Arts, tickets to VIP Kick-off Party at the Museum of Discovery and Science, skip the line preferential access to installations, and swag bags. This Thirty Thousand Dollar (\$30,000) sponsorship would include an expenditure of Twenty Thousand Dollars (\$20,000) from the City's Public Art Fund and not to exceed Ten Thousand Dollars (\$10,000) value of in-kind services provided during the ten (10) day event by the City. These in-kind services include the use of the City's parking garage, two shuttle bus service to transport attendees to and from the City Hall parking garage and a BSO police detail which will be paid from the City Manager's Contingency Fund.

Budgetary Impact

The funding for this sponsorship is split and appropriated as indicated below;

Funding in the amount of Twenty Thousand Dollars (\$20,000) will be appropriated from the City's Public Art Fund Account No. 115-15-01-515-31-10.

Funding in an amount not to exceed Ten Thousand Dollars (\$10,000) needed for in-kind services that will be provided by the City will be appropriated from the City Managers contingency fund, account #001-12-01-512-99-10.

Recommendation

It is recommended that the City Commission adopt the resolution to sponsor the IGNITE Broward Art & Light Festival at the Thirty Thousand Dollars (\$30,000) sponsorship level.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF PUBLIC ART FUNDS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR SPONSORSHIP OF THE 2025 IGNITE BROWARD PUBLIC ART EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County Cultural Division, in partnership with Mad Arts, is hosting its fourth annual IGNITE Broward public art festival, featuring immersive large-scale projection mapping and interactive light-based art and sound installations by top national and international artists; and

WHEREAS, part of the IGNITE Broward event will be located at the MAD Art Gallery located in Dania Beach; and

WHEREAS, IGNITE Broward public art event has been held annually since 2022, and

WHEREAS, the Public Art Advisory Board (PAAB), at their December 16, 2024 meeting, recommended the City sponsor the IGNITE Broward annual public art event with a Thirty Thousand Dollars (\$30,000.00) sponsorship which includes Twenty Thousand Dollars (\$20,000.00) monetary donation plus Ten Thousand Dollars (\$10,000.00) of City-provided and/or in-kind services including use of the City owned parking garage, (3) shuttle buses, and any required police detail for the event.

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

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

Section 2. That the proper City officials are authorized to expend Twenty Thousand Dollars (\$20,000.00) plus up to Ten Thousand Dollars (\$10,000.00) of City-provided and/or in-kind services.

Section 3. That total funding in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) will be appropriated from the City’s Public Art Fund reserve to Promotional Activities Account Number 115-15-01-515-48-10.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

LAND APPRAISAL REPORT

land
File No. 4069

SUBJECT

Borrower

Owner: Priyezzheva, Olga

Census Tract

0801.02

Map Reference

22744

Property Address

212- 216 NE 1 st

City

Dania Beach

County

Broward

State

FL

Zip Code

33004

Legal Description

DANIA COUNTRY CLUB ESTATES 32-23 B LOT 11,12 W1/2 BLK 2, LESS W 12.5 OF SAID LOT 11

Sale Price \$

Date of Sale

Loan Term

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

5,659

(yr)

Loan charges to be paid by seller \$

Other sales concessions

Lender/Client

K. Michael Chen / City of Dania Beach

Address

100 W. Dania Beach Blvd, Dania Beach, 33004

Occupant

Vacant

Appraiser

Patrick A Sullivan SRA

Instructions to Appraiser

Estimage land current value as vacant

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☒ Over 75%

☐ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present

69 % One-Unit

10 % 2-4 Unit

5 % Apts.

5 % Condo

5 % Commercial

Land Use

% Industrial

5 % Vacant

1 %

Change in Present

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Land Use

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

% Vacant

One-Unit Price Range

\$

375,000

to \$

850,000

Predominant Value \$

550,000

One-Unit Age Range

0 yrs. to

1924 yrs.

Predominant Age

65 yrs.

Employment Stability

☒

☐

☐

☐

Convenience to Employment

☒

☐

☐

☐

Convenience to Shopping

☒

☐

☐

☐

Convenience to Schools

☒

☐

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☒

☐

☐

☐

Adequacy of Utilities

☒

☐

☐

☐

Property Compatibility

☒

☐

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☒

☐

☐

☐

General Appearance of Properties

☒

☐

☐

☐

Appeal to Market

☒

☐

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

The neighborhood is situated approximately south of NE 2 Place west of Gulfstream Road north of SE 7 Street and east of Federal Highway. I do many personal interviews with the RE agents that sell in this area and it is their opinon (supported by fact) that we are at a time of price stability with no evidence of property decline at this point in time. For the purposes of this appraisal the waterfront sales were not considered.

SITE

Dimensions

90 X 120

=

10,800 sf

☒ Corner Lot

Zoning Classification

NBHD-Res

Present Improvements

☒ Do

☐ Do Not

Conform to Zoning Regulations

Highest and Best Use

☒ Present Use

☐ Other (specify)

Elec.

☒

Gas

☐

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

asphalt

Maintenance

☒ Public

☐ Private

☐ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☐ Street Lights

Topo

level

Size

typical

Shape

rectangular

View

residential

Drainage

average

Is the property located in a FEMA Special Flood Hazard Area?

☒ Yes

☐ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

I was able to personally interview Andrea Sandoval with the city of Dania Beach who indicated land can only be used for 1 single family home. The site size and characteristics support this use. No adverse easments or encroachments noted.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
Address	212- 216 Northeast 1 St Dania Beach, FL 33004	234 NE 2nd Pl Dania Beach, FL 33004	216 SW 5th St Dania Beach, FL 33004	24 SE 6th St Dania Beach, FL 33004	
Proximity to Subject		0.22 miles N	0.80 miles SW	0.86 miles S	
Sales Price	\$	\$ 352,000	\$ 395,000	\$ 470,000	
Price \$/Sq. Ft.	\$	\$ 44.38	\$ 40.41	\$ 37.56	
Data Source(s)	tax/observation	Interview List Agt/Tx/F10463933	Interview List Agt/Tx/F10427399	Interview List Agt/Tx/A11408318	
ITEM	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Date of Sale/Time Adj.		10/21/2024		06/28/2024	0
Location	good	good		average	
Site/View	9,300 sf	7,931 sf		7,103 sf	
site conditions	cleared	mostly cleared		older home	
Improvement to site	none	none		older home/fair	-108,000
Zoning	NBHD-RES	NBHD-RES		NBHD-RES	-200,000
Sales or Financing Concessions		Cash			
Net Adj. (Total)		☐ + ☐ - \$	☐ + ☒ - \$ -108,000	☐ + ☒ - \$ -200,000	
Indicated Value of Subject		Net 0.0 % Gross 0.0 % \$ 352,000	Net 27.3 % Gross 27.3 % \$ 287,000	Net 42.6 % Gross 42.6 % \$ 270,000	
Comments on Market Data	Please refer to the attached General Text Addendun for notes and quotes from parties that were interviewed.				

Comments and Conditions of Appraisal

•General Text Addendum

Special Notes

MODIFICATIONS OR DELETIONS TO THE CERTIFICATION OF THIS APPRAISAL ARE NOT PERMITTEDThe following information is to prc

Final Reconciliation Please refer to the attached General Text Addendum for a discussion of the area of search, the closed sales that were discovered, a few offerings and discussions with the agents who sold these properties along with their opinons of value for vacant land and motivations of these buyers and prospective buyers.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 10/31/2024 TO BE \$ 372,000

Appraiser Patrick A Sullivan SRA Supervisory Appraiser (if applicable)

Date of Signature and Report 11/01/2024 Date of Signature

Title Owner / Appraiser Title

State Certification # Cert Res RD 308 ST FL State Certification # ST

Or State License # ST Or State License # ST

Expiration Date of State Certification or License 11/30/2024 Expiration Date of State Certification or License

Date of Inspection (if applicable) 10/31/2024 ☐ Did ☐ Did Not Inspect Property Date of Inspection

ADDITIONAL COMPARABLE SALES

land
File No. 4069

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	212- 216 Northeast 1 St Dania Beach, FL 33004	221 NW 13th Ct Dania Beach, FL 33004		38 SE 10th Ter Dania Beach, FL 33004		209 NE 1st Ct Dania Beach, FL 33004	
Proximity to Subject		0.83 miles W		1.07 miles S		0.22 miles NW	
Sales Price	\$		\$ 210,000		\$ 219,000		\$ 750,000
Price \$/Sq. Ft.	\$		\$ 37.57		\$ 29.45		\$ 41.52
Data Source(s)	tax/observation	Interview List Agt/Tx/A11621206		Interview List Agt/Tx/A11481774		MLS#A11441587/tax records	
ITEM	DESCRIPTION	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.
Date of Sale/Time Adj.		Active/under contr.		08/23/2024		02/16/2024	
Location	good	average		avg/good		good	
Site/View	9,300 sf	7,310 sf		7,436 sf		7,176 sf	
site conditions	cleared	old building	-2,000	vacant/irregular		improved	
Improvement to site	none	old building	0	vacant		improved	-452,000
Zoning	NBHD-RES	NBHD-RES		NBHD-RES		NBHD-RES	
Sales or Financing Concessions							
Net Adj. (Total)		☐ + ☒ -	\$ -2,000	☐ + ☐ -	\$	☐ + ☒ -	\$ -452,000
Indicated Value of Subject		Net 1.0 % Gross 1.0 %	\$ 208,000	Net % Gross %	\$ 219,000	Net 60.3 % Gross 60.3 %	\$ 298,000
Comments on Market Data	See comments in General Text Addn.						

Subject Photo Page

Borrower	Owner: Priyezzheva, Olga				
Property Address	212- 216 NE 1 st				
City	Dania Beach	County	Broward	State	FL Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach				



Subject Front

212- 216 Northeast 1 St
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location good
View 9,300 sf
Site
Quality
Age

Looking from street to the south



View from rear of site

Standing on south side of site looking north

Note: Frost Park to the south
To many buyers this is considered to be a beneficial influence because it is within walking distance to recreation



Standing on north side of site

View to the north east

This is considered to be a detrimental influence to most buyers of single family homes high end buyers do not want to see the back side of income property

It however can be partially mitigated by a fence.

Comparable Photo Page

Borrower	Owner: Priyezzheva, Olga					
Property Address	212- 216 NE 1 st					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach					



Comparable 1

234 NE 2nd Pl



Comparable 2

216 SW 5th St



Comparable 3

24 SE 6th St

Comparable Photo Page							
Borrower	Owner: Priyezzheva, Olga						
Property Address	212- 216 NE 1 st						
City	Dania Beach	County	Broward	State	FL	Zip Code	33004
Lender/Client	K. Michael Chen / City of Dania Beach						



Comparable 4

221 NW 13th Ct	
Prox. to Subject	0.83 miles W
Sale Price	210,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	average
View	7,310 sf
Site	
Quality	
Age	
No contributory value for the improvement on the site.	



Comparable 5

38 SE 10th Ter	
Prox. to Subject	1.07 miles S
Sale Price	219,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	avg/good
View	7,436 sf
Site	
Quality	
Age	



Comparable 6

209 NE 1st Ct	
Prox. to Subject	0.22 miles NW
Sale Price	750,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	good
View	7,176 sf
Site	
Quality	
Age	

Supplemental Addendum

File No. 4069

Borrower	Owner: Priyezzheva, Olga					
Property Address	212- 216 NE 1 st					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach					

• URAR : Additional Comments

- General Text Addendum
- Special Notes

Notes continue from main form:

Part of the appraisal process is to disclose and discuss the past sales of a parcel and any current offering. This property is currently listed on the market at \$399,999 and is listed by Siarhei Zavadski with Grand Miami Realty, Inc in Hallandale Beach. I have called the office 786-647-9944 but no return calls as of publication of this document. It is on market approximately 45 days as of effective date.

The property was previously listed by Gladys Lell at 954-279-809 on 11/17/2018 for \$450,000 and then dropped to \$389,900 for approximately 908 days and then eventually sold for \$325,000 on 05/28/2021. The buyers agent was Siarhei Zavadski (who now has it listed again). As noted Siarhei has not returned my calls. It is interesting to note that Gladys in her listing suggested it was possible to build "1 beautiful Duplex". The second issue of importance also is that the MLS listing suggests a site size of 10,800 sf however the office county records indicate a site size of ony 9,300sf. The legal description is as follows :**DANIA COUNTRY CLUB ESTATES 32-23 B LOT 11,12 W1/2 BLK 2, LESS W 12.5 OF SAID LOT 11**

Concern: If you take a quick look at this you will see Lot 11 and 12 W1/2, you would feel the subject site is 90 feet with or 90 X 120 equals 10,800sf. However if you subtract the W 12.5 of said lot 11. Then your site width is 77.5 feet or 77.5 X 120 equals 9,300 sf and this matches the offical record of site size of 9,300sf.

For purposes of this appraisal the official record of **9,300** sf is relied upon.

Sale #1:

280 NE 2 Place, Dania Beach

First of all, I am the person who assigned this street number for purposes of this appraisal. I understand that the Post Office has assigned a street address yet. It is not on the tax records as 280 NE 2 Place. It is on the tax records as NE 2 Place. I used Goggle Maps with trial and error until Google Maps placed the arrow in from of the property. To search tax records use the Folio # 504234080371. To search on MLS us F104633933.

I was able to personally interview the listing agent for this property Shannon Grasso. This was important since the seller had paid for plans to build a house on the site. Shannon said that the sales price of \$352,000 for the 7,921 sf site was considered to be an arms length sale. Shannon also said that this was in probate and the Judge had ordered the site to be sold. Shannon went on to say that she paid for a Certified Appraisal of the site and the appraisal came in at \$350,000 according to Shannon. She went on to say further that the buyer has changed course and purchased another site and has asked Shannon to put the property back on the market. We discussed the current market and the lack of recent sales in the immediate neighborhood for vacant sites. She also said that she expected a single family home to be built on the site.

This sale suggests a value of approximately \$44.38/sf

Sale #2

216 SW 5 Street

This is a recent sale of home in the SW section of Dania Beach. The reason I selected this property because it was the lowest price sale of a home and site in our neighborhood area. I was able to personally interview Domineck Lacertosa the listing agent for this home and site that sold on 06/28/2024 for \$395,000. We talked about the circumstances of the sale and of most importance was the value of

Supplemental Addendum

File No. 4069

Borrower	Owner: Priyezzheva, Olga					
Property Address	212- 216 NE 1 st					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach					

the house on the site. Of concern is if it contributed to the overall value in the sale. Domineck said, YES, there was value in the home and the seller was living in it and had just put in a nice kitchen so it was functional as a home. For this reason, It is my opinion that the structure contributed a depreciated value of approximately \$100,000, therefore the land value was approximately \$295,000 or \$41.50/sf

Sale #3

This as with sale #2 are improved sales where there is limited value in the improvements. This is a small 1,150 sf home on a 7,187 sf site. It sold in October of 2023 (limited movement in value since this date) for \$470,000. I was able to personally interview the listing agent Nathalie Lessard, who is an agent that I have known for several years. She said that there was good value in the home (improvement) to the site. Nathalie told me that the home had a newer kitchen and other updates to the home that are visible in the MLS records. Nathalie also went on to explain that this home was sold with solar panels. They were with the "Pace Program" and had to paid in full since it was a Lien. Nathalie said the seller paid the loan of approximatley \$30,000. This suggests to me that the contributory value of the panels was \$30,000 because it was added on to the asking price and sales price. It my opinion that the depreciated value of the improvements (including solar panels) would be approximately \$200,000, therefore the land value of approximately \$270,000 or \$37.57/sf

Active Listing #4

There are almost no sales or offerings for land in this Dania Beach area. To the west in a less expensive area listing #4 is located. I was able again to interview the listing agent Edie Levine. According to MLS it is listed at \$210,000 for a 7,310 sf site. Edie has it listed as a double lot but it is a large single site. Edie said the buyers checked with the city that told them only a single family could be built on the site. She did keep the offering price in confidence but did say it was not for full price. This offering would suggest the lower end of the value range. Limited to no, reliance is placed on this offering.

Sale #5

This is a parcel that appears to be broken off from the home next door to the east it appears. It is an irregular site of approximately 7,244 sf. I was able to personally interview the listing agent Baruch Tabib. He said that a contractor purchased the site and wants to put a house with an asking price between \$600,000 to \$700,000. He said that the price of \$219,000 represented fair market value. He also felt that land west of Federal Highway was worth less than east of Federal Highway and that land north of Dania Beach Blvd and east of Federal Highway was worth more. This sale is in an area of lower priced homes.

Sale #6

In order to reflect on land values in area in close proximity to the subject site I considered an improved sale (land and building) at 209 NE 1 Ct. This is a home built in 2002. The home sold for \$750,000 on 02/16/2024. The sale represents the an example of what could be built on the subject site. This home also suffers from some form of external obsolescence in that it backs to commercial land use. This is a 1834 sf home on a 7,176 sf site. It has a good quality pool and patio area with volume ceilings, granite counters and other upgrades. It is my opinion that the depreciated value of the improvements is approximately \$452,000 this suggest a land value of approximately \$298,000 or approximately \$41.52/sf.

Offerings not included. In the SW section of the city there is vacant land being offered at \$54.00/sf however there are no contracts for land at this high price but it suggests what some buyers want for land.

Conclusion:

This is a complex assignment for vacant land however there is a good sale in the immediate area of a very similar comparable sale with similar zoning. As noted the selling agent for this Sale #1 was interviewed and it appears to be an arms length transaction from a buyer with an original intent on building a good quality home. As noted,

Supplemental Addendum

File No. 4069

Borrower	Owner: Priyezzheva, Olga					
Property Address	212- 216 NE 1 st					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach					

after closing the sale the buyer purchased another site and has asked this agent to put the land back on the market according to the listing agent Shannon Grasso. This is a site that smaller than the subject and can still accommodate a home that would appeal to the market. It is reasonable to assume that a higher price per square foot was paid for this site. Support for this final value is provided by the other five comparable sales and offerings that provide a value indication utilizing the abstraction of land value based on the depreciated value of the improvements to the site.

These indicated values range from a low of \$29.45/sf to a high of \$44.38/sf. The average is approximately \$38/sf. Now we are also dealing with an issue of law of diminishing returns since all of these sites are smaller than the subject parcel. It is important to note that investors and contracts want to maximize their returns and do not want to pay for a larger site when a smaller site will accommodate a sales price that is within the price range of a buyer in this NE section of Dania Beach. Therefore this would suggest a price/sf less than \$38/sf. The other side of the coin is that are most reliable sale was at \$44.38/sf but again this is a smaller site than the subject there for we have evidence for value lower and higher than \$38/sf. Further we see the subject site now exposed to the open market for \$399,999, with no know offerings so this may suggest the upper range of value.

It is my Final Opinion that the value of this land is \$40/sf based on the information that was available as of the effective date of valuation or:

9,300 sf at \$40.00/sf is \$372,000

THREE HUNDRED SEVENTY TWO THOUSAND DOLLARS

Special Notes / Certifications

50% Rule

In some cases, cities or counties may limit the amount of remodeling a home may have when located in a flood zone. This can be an accumulation of additions, remodeling and updating over a period of time.

I have not made an investigation into the permitting of the subject property and the record of inspections for the improvements and recent remodeling. This is beyond the scope of my assignment. I assume that all applicable building permits were obtained at the time of commencement of the improvements or remodeling and the inspections from the building departments were obtained and approved for the original home and any updates or remodeling.

In addition, I am not a building inspector for code compliance and any product approvals by any government body or that which would be required by a licensed contractor.

This also may include the 50% rule or any other governmental rule or notification that my apply to any remodeling, renovations, additions, enclosures, etc. that can affect the floor elevation of the property with respect to the flood designation of the neighborhood. I reserve the right to modify the “as-is” market value (as defined) of this report if violations are discovered and modifications must be made to the property with respect to modifications of the structural permitting, product control and/or 50% rule.

MODIFICATIONS OR DELETIONS TO THE CERTIFICATION OF THIS APPRAISAL ARE NOT PERMITTED

The following information is to provide the intended user (as specified at the beginning of this appraisal report) clarification on the source of information, scope of work, appraiser qualifications, competency, experience, and of importance, ethics.

State Certification Number 308

Supplemental Addendum

File No. 4069

Borrower	Owner: Priyezzheva, Olga					
Property Address	212- 216 NE 1 st					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach					

State Certified Residential Real Estate Appraiser #308. To those who know and understand appraiser certification, this is a very important issue. I appraised real estate full time for 12 years before I took the first certification exam offered in south Florida in 1990. Sitting for the first exam offered by the state provided me with a very low certification number. The low number clearly demonstrates the length of experience that I maintain. Appraisers with certification numbers in the 6,000 to 7,000 range may suggest a lower level of experience since State of Florida Certification Numbers are assigned in a chronological order.

Professional Qualifications

Peer review is one of the most important aspects of true professionals. Most appraisers in the state of Florida have had no formal professional peer review. Before the Appraisal Institute will award a designation, the work of that appraiser must be reviewed and approved by other professional appraisers. State Certification alone provides for no peer review. In 1983 I was awarded a designation by the Society of Real Estate Appraisers Board of Governors the designation “Senior Residential Appraiser”. In 1991 the American Institute of Real Estate Appraisers (est.1932) merged with the Society of Real Estate Appraisers (est. 1935) to form the Appraisal Institute. I make the statement that applies to my certification and a part this appraisal report that as of the date of this report I Patrick Sullivan have completed the continuing education program for Designated Members of the Appraisal Institute. I have completed all State of Florida Residential Appraiser Certification classes with a license valid thru 11/30/2026. I have also completed the State of Florida Department of Revenue Special Magistrate Training for the Value Adjustment Board for the 2014 Tax Cycle. I have served as a Special Magistrate (Residential Real Estate Property Tax Judge) for both Broward County Value Adjustment Board and the Palm Beach County Value Adjustment Board. This has provided significant insight into property values and property value techniques as applied by both of these taxing jurisdictions. I have also served as a Contractor / Expert Witness for the State of Florida, Department of Business and Professional Regulation, Division of Real Estate. In no way does this suggest any acceptance, approval or endorsement from these governmental bodies.

Use of a Professionally Designated Appraiser

Among FNMA and FMAC’s revised guidelines for mortgage lenders is an emphasis on the use of qualified and experienced real estate appraisers. This includes language which advocates hiring professionally affiliated valuation professionals. “Sellers should consider membership in a professional appraisal organization as a qualification criterion”. “Professional appraisal designations can be helpful in evaluating the appraisers qualifications, particularly when the designation is from a nationally recognized organization that has formal experience, education and ethics requirements that are strongly administered.

If my signature is on any appraisal report, I have personally inspected the interior of all homes where noted. I have personally inspected the exterior of all homes when “exterior only” appraisal reports are signed. I do not and never have employed in any manner a trainee appraiser. I have never co-signed an appraisal report with a trainee appraiser.

Geographic Competency

A very important issue today when there is a wide range of many appraiser’s education, qualifications and experience. I have completed more than 7,000 residential appraisals in south Florida. I have outstanding geographic competency in each of these counties and have qualified as an expert witness in state and federal courts in all three of these jurisdictions. I do not accept assignments from outside of my area of competency.

Appraisal Review and Underwriter Notes

It is very important to understand that the published living area of the subject and comparable sales can vary widely depending on the data source in this south Florida market. I have appraised homes in this area for almost 40 years. Reported living area sizes can have a wide variation. I physically measure every home that are the subject of an interior inspection. I also cross reference the subject and comparable sales with published county tax records, private data suppliers, MLS sources, interviews with listing and sales agents, interviews with owners (when available). Therefore in a review of this report, it would be a professionally acceptable practice for the review appraiser or underwriter to cross reference and double check more than one source of data for living area sizes and lot sizes of the subject and comparable sales. Working as a Special Magistrate for two south Florida taxing authorities, it has provided significant insight into the acceptable calculation of both gross and net livable

Supplemental Addendum

File No. 4069

Borrower	Owner: Priyezzheva, Olga					
Property Address	212- 216 NE 1 st					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach					

areas. Currently The Dade County Property Appraisers Office only provides adjusted living area (not air conditioned area) for many properties therefore extra care must be taken in the adjustment of comparable improvement sizes. Even though county property record cards are on file and of public record, they are not 100% correct and professional considerations must be made in certain circumstances.

Important Comments to "Scope of Appraisal"

It is assumed the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliances is stated in the appraisal report. **Determining and reporting on such compliance were not part of the scope of work for this assignment.**

It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.

Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not observed or known by the appraiser. The appraiser is however, is not qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimate is predicated on the assumption that there is no such material on, below or affecting the property that would cause a loss in value. The appraiser has not been notified and has no knowledge of any negative condition of the drainage, electrical or mechanical systems for this home. This would include possible remaining effective life of a roof, plumbing, mechanical or electric system. **No responsibility is assumed for such conditions required to discover them. The intended user is urged to retain an expert in this field, if desired.**

Use of or reliance on this appraisal or appraisal report, regardless of whether such use or reliance is known or authorized by the appraiser, constitutes acknowledgment and acceptance of these general assumptions and limiting conditions, any extraordinary assumptions or hypothetical conditions, and any other terms and conditions stated in this report.

The appraiser is not a home inspection, is not licensed as a home inspector and is not trained as a home inspector. If the borrower or the lender want this type of service I recommend that a qualified inspector be hired. The appraiser is not a licensed roofer, electrician, pest control expert, engineer or general contractor (code compliance). He is not trained in any of these areas. The appraiser has only performed a surface visual inspection of the home. It is the duty of the borrower or home owner to disclose to the appraiser any known defects or special circumstances that the property may demonstrate. It is not typical in south Florida for a real estate appraiser to inspect the attic of a home (where applicable, exception FHA appraisals, a crawl space (where applicable), or gain access to the roof (using a ladder, etc).

The condition of the home is based on the typical condition of a home usually found in this neighborhood. There are no perfect homes and a rating of good for the home would suggest it is good for this area and may contain similar irregularities that are found in other homes in good condition in the neighborhood, example C-3. The appraiser only performed a visual inspection of easily accessible areas and the appraisal cannot be relied upon to disclose conditions and/or defects in the property that may not be found with this type of inspection. Simply because the borrower or third party received a copy of this appraisal, does not mean that the borrower or third party is an intended user as defined in the URAR form, or other appraisal reporting forms.

The cost approach (where applicable) is available to aid the lender in a decision making process. The cost approach is not an insurable estimate. An insurance company is not the intended user of this appraisal report. The cost approach is based on estimates as provided by national cost estimators and then adjusted for our locale economy in south Florida. Cost figures can vary drastically between tract home construction, spot building and costs to rebuild after a tropical storm or hurricane. I also take the time to interview builders in south Florida. Their insight into costs of construction are also reflected in the cost estimates of this report.

Supplemental Addendum

File No. 4069

Borrower	Owner: Priyezzheva, Olga					
Property Address	212- 216 NE 1 st					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach					

Seller's do not appear to be moving to excessive seller concessions at this time. As of late 2024, more sellers are utilizing sales concessions however they a nominal in the 1/2 of 1 percent range.

Digital Signature

My digital signature is password protected and meets current requirements for electronic reporting.

Conditions of Appraisal

This appraisal is made subject to the limiting conditions. The intended use is for mortgage finance purposes unless otherwise stated in this report. This report is not for any other intended use unless specifically stated.

None of the sales used in this report are traditional REO sales which are sold on the court house steps, all short and REO sales were sold through MLS and exposed to the open market and competitive with the subject property.

I have not appraised or provided any other service for this property in 36 mos. Exposure time is estimate to be 6 to 9 months.

I certify that, to the best of my knowledge and belief: The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment unless otherwise noted. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. I have made a personal inspection of the property that is the subject of this report when applicable. No one provided significant real property appraisal assistance to the person signing this certification. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Current Listing - Page 1 / County indicates Lot SqFt: 9,300 sf

Listing

212 NE 1st St Dania Beach, FL 33004



Residential Land/Boat Docks
List Price: \$399,999
MLS #: [A11660572](#)
Status: [Active](#) **MLS Area:** 3020
List Broker: [SEFGMRE01/Grand Miami Realty, LLC.](#)
Geog Area: Hollywood East (3010-3050)
Type: Residential **Zoning:** NBHD-RES
County: Broward
Subdivision: DANIA COUNTRY CLUB ESTATE
Acres: 0.250 **Lot SqFt:** 10,800
Style: Zoned Multifamily
Town/Range: 50 **DOM:** 45
Section: 34
Map Coord: **Munic Code:**
Parcel: 0210 **Parcel Num:** [504234290210](#)
Parcel Num2:

Apx Lot Size: 10800 **# Parcels:** 1 **Lot #:**
Dev Name:
Virtual Tour: <https://www.propertypanorama.com/instaview/mia/A11660572>
Brand Virtual Tour:
Legal Description: DANIA COUNTRY CLUB ESTATES 32-23 B LOT 11,12 W1/2 BLK 2, LESS W 12.5 OF SAID LOT 11

Remarks

Public Remarks: * * * EXTRAORDINARY DEVELOPMENT OPPORTUNITY * * * Approved Architectural Plans to build 1 beautiful Single or Duplex. This corner 10,800 Sq Ft Lot is a Developer's dream, situated in the Best Area of Dania Beach. Construction Documents submitted to the City. Great Area, 2 blocks from US1, 2 blocks from Dania Beach Blvd, 2 miles from the beach, across street from Frost Park. Minutes from the Airport, Highways, Casino, Shopping Center and Dania Point LOCATION, LOCATION, LOCATION !!!

Driving Directions:
Broker Confidential: Owner motivated. Submit all offers via MLS Offers. NO NEED TO CALL OR TEXT FOR STATUS. IF STATUS IS ACTIVE FEEL FREE TO SHOW.

General Information

Range Price: **LLP:** **\$/Acres:** **Faces:** South East
REO: No **Short Sale:** No **Lender Apprv:**
For Lease: **Min SF LA Rst:**
Type of Usage: Other Usage
Bldg Includes: None
Dev Info: Undeveloped
Land Fill:
Location:
Road Surface:
Trees: Other Trees
Lot Desc:
Waterfront: No
Water Access:
Water View:

Additional Information

Terms Avail:
Subdivision:
Boat Dock:
Len Dock Accom: **Soil Type:**
Misc/Improve: No Misc/Improvements
Documents:
Deed Restrict:
Utilities Avail:
Utis on Site:
Water:

Sewer:

Financial Information

Terms: Cash, Conventional **Negotiable Seller Concessions:** **Min % Down:**
Assumable: **Tot Assess Val:** **Assess Mrkt Val:**
Total Mortg: **Fee Desc**
Taxes: \$5,659/2022 **Tax Info:**
Type Assoc: **Min Credit Scr:**
Maint Fee: **Rec Lse/Mnt:**
Mbr Req/Fee:
Assoc Phn: **Assoc Web:**
Special Info:
Possession: Other

Agent/Office Information

List Office: [SEFGMRE01 / Grand Miami Realty, LLC.](#) **Agent Ph:** (786) 647-9944
List Agent: [SEF3255569 / Sjarhei Zavodski](#) **Agent Ph 2:** 305-909-9555
Agt Email: zavads@gmail.com **Agt License:** 3255569
Ofc Adrrs: 1801 S Ocean Dr Suite H **Office Ph:** 800-818-8571
Hallandale Beach, FL 33009 **Office Fax:** 888-865-2970
Board: Miami Association of REALTO
Attr Contact:
Web Adrrs:
CoAgt Email:
OLP: \$399,999 **Prev Pr:** **Pr Change Dt:** 09/16/2024
ECD: **Contingencies:**

Current Listing - Page 2

Owner Name:		Owner Phone:	
Own/Agent:	No	Occup Info:	
List Date:	09/16/2024	Pending Date:	
Listing Type:	Exclusive Right	Expire Date:	
Internet:	Yes	Any Bkr Adv:	No
Show Instruct:	Showing Time	Bloggng:	Yes
		Addr on Inet:	Yes

Agent Full

10/31/2024 3:06:59 PM

Search Criteria

ML# is a11660572

Property Type is 'Residential Land/Boat Docks'

Selected 1 of 1 result.



PLAT BOOK 32 PAGE 23

A SUBDIVISION IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST

BROWARD COUNTY, FLORIDA

Walter A. McElfresh — Engineer & Surveyor

SCALE - FEET



All that part of the West One-Half (1/2) or the West one-half (1/2) or the Northwest Quarter (NE1/4) or the Southeast Quarter (SE1/4) or Section 36, Township 50 South, Range 42 East, Brevard County, Florida, lying North of the Northeast Right-of-Way (R/W) line of State Road A-1A [E. Dania Beach Boulevard] as same is now located and constructed; together with all that part of the East One-Half (E1/2) of the East One-Half (E1/2) or the Northwest Quarter (NW1/4) or the Southwest Quarter (SW1/4) of Section 36, Township 50 South, Range 42 East, Brevard County, Florida, lying North of the Northeast Right-of-Way (R/W) line of State Road A-1A [E. Dania Beach Boulevard] as same is now located and constructed.

STATE OF FLORIDA 35
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS THAT WE: MARTIN C. FROST & HELEN M. FROST, HIS WIFE, OWNERS OF ALL THE LANDS SHOWN AND INCLUDED ON THIS PLAT, HAVE CAUSED SAID LANDS TO BE SUBDIVIDED IN THE MANNER HEREON SHOWN, SAID SUBDIVISION TO BE KNOWN AS: "DANIA COUNTRY CLUB ESTATES."

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC THE BOULEVARDS, STREETS, COURTS, ALLEYS & PIAZZA HEREON SHOWN, RESERVING UNTO OURSELVES, OUR HEIRS, SUCCESSORS, AND ASSIGNS, THE REVERSION OR REVERSIONS THEREOF, WHENEVER ANY OF THE SAME MAY BE DISCONTINUED BY LAW.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND OFFICIAL SEALS THIS 6th DAY OF July A.D. 1953.

Hilary

STATE OF FLORIDA 53
COUNTY OF BROWARD

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, MARTIN C. FROST, "a HELEN FROST", HIS WIFE, TO BE WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEED AND INSTRUMENT OF DEEDICATION AND THEIR ACKNOWLEDG BEFORE ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES AND USES HEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT Orlando BROWARD COUNTY, Florida, THIS 16 DAY OF June A.D. 1953.

My Commission Expires

THIS PLAN IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

Walter A. McElfresh
CITY ENGINEER

STATE OF FLORIDA 33

COUNTY OF BERNARD

THIS IS TO CERTIFY THAT THIS PLAY WAS APPROVED AND ACCEPTED BY ORDINANCE NO. 313 PASSED AND ADOPTED BY THE CITY COMMISSION OF DANIA, FLORIDA, THIS 15 DAY OF JUNE A.D. 1953.

Wm. J. Hall

THIS IS TO CERTIFY THAT THE CITY PLANNING BOARD OF THE CITY OF DANIA, FLORIDA, APPROVED AND ACCEPTED THIS PLAT BY RESOLUTION ADOPTED THIS 19 DAY OF April A.D. 1953.

STATE OF FLORIDA 55

County of Broward
This is to Certify that this Plat was approved and accepted by the Board of County Commissioners of Broward County, Florida, this 22 day of June A.D. 1953. Clerk of the Circuit Court Ted Coot

STATE OF FLORIDA 32

I HEREBY CERTIFY THAT THIS PLAY OF "DORNA COUNTRY CLUB ESTATES" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS PLATTED AND SHOWN HEREON AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS INDICATED BY P.R.M. *Walter A. Wood*

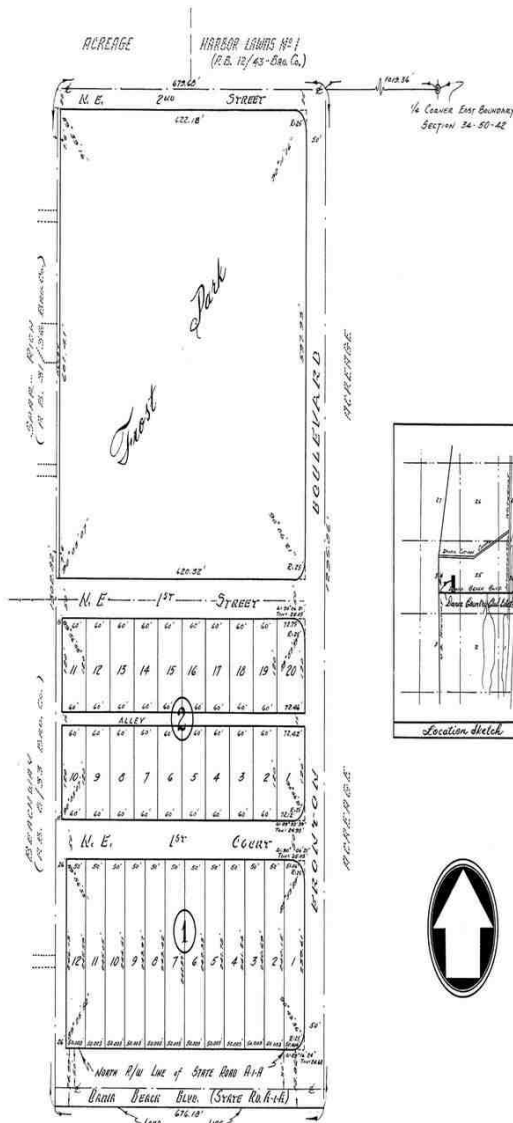
STATE OF FLORIDA 49

I HEREBY CERTIFY THAT THE PLAT HEREON SHOWN CONFORMS WITH "AN ACT TO REGULATE THE MAKING AND FILING FOR RECORD OF MAPS AND PLATS IN THE STATE OF FLORIDA" APPROVED BY THE GOVERNOR THE ELEVENTH DAY OF JUNE, 1925.

STATE OF FLORIDA 44

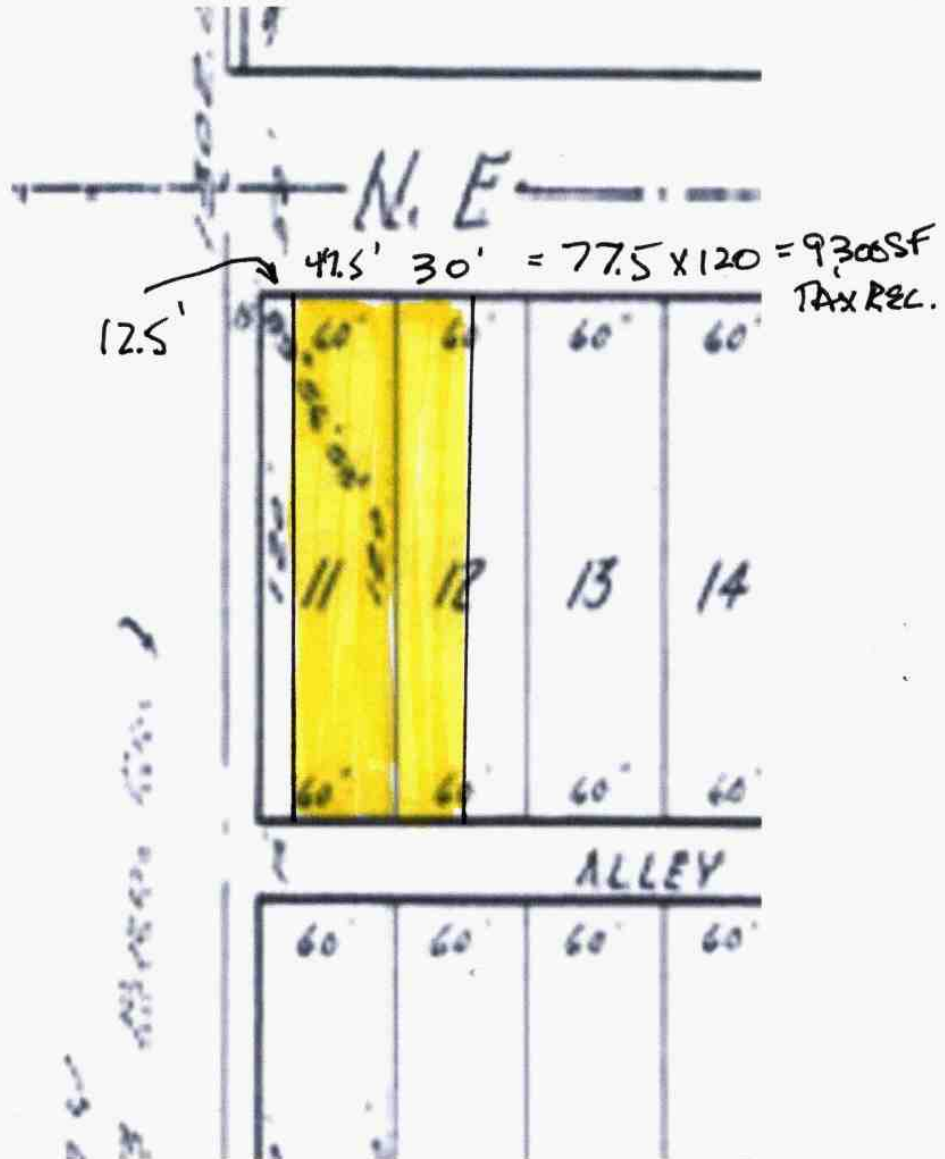
COUNTY OF BROWARD
THIS INSTRUMENT FILED FOR RECORD THIS 29 DAY OF JUNE A.D. 1953, AND RECORDED IN BOOK 32 OF PLATS ON
PAGE 13, RECORD VERIFIED.
TED CAROL

180 LABOR
CLERK OF THE COUNTY COURT
BREVARD COUNTY, FLORIDA.
BRI *Walter Hume* det.



Plat Map with measurements

LEGAL LOT 11, 12 W 1/2 LESS W 12.5

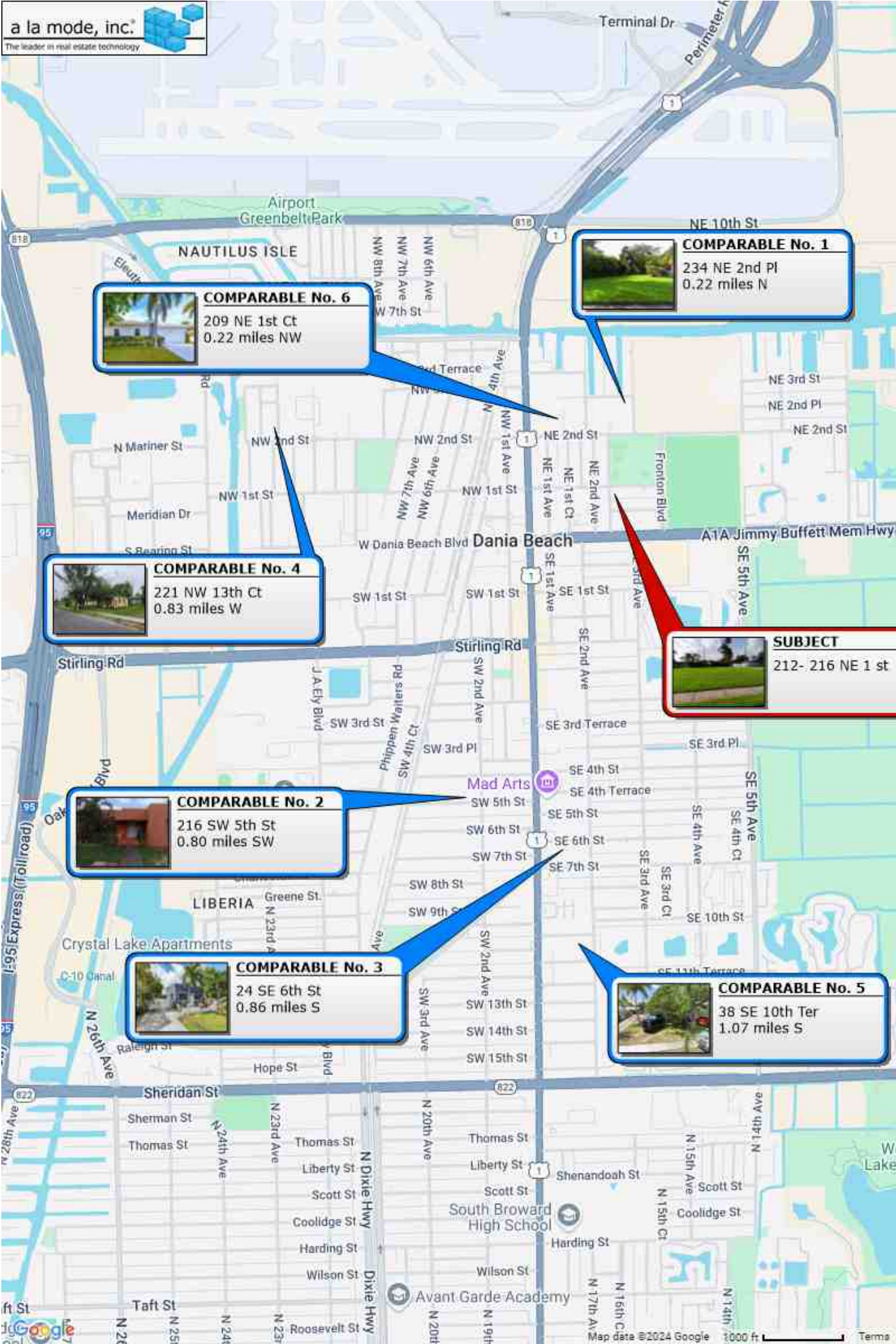


Aerial Map / Note site does extend to size of lawn



Location Map

Borrower	Owner: Priyezzheva, Olga				
Property Address	212- 216 NE 1 st				
City	Dania Beach	County	Broward	State	FL Zip Code 33004
Lender/Client	K. Michael Chen / City of Dania Beach				



2024 Certification



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SULLIVAN, PATRICK ARTHUR

7027 WEST BROWARD BLVD
APT 161
★ PLANTATION FL 33317 ★

LICENSE NUMBER: RD308

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 212- 216 NE 1 st, Dania Beach, FI 33004

APPRAISER:

Signature: 
Name: Patrick A Sullivan SRA
Title: Owner / Appraiser
State Certification #: Cert Res RD 308
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2024
Date Signed: 11/01/2024

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
Title: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

APPRAISAL OF REAL PROPERTY



LOCATED AT

212-216 NE 1st St
Dania Beach, FL 33004
Lot 11, and West 1/2 Lot 12, Block 2, Dania Country Club Estates Book 32, Page 23

FOR

City of Dania Beach Community Redevelopment Agency
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

OPINION OF VALUE

\$388,800

AS OF

10/2/2024

BY

Robert D. Miller, ASA
The Urban Group, Inc.
1217 E Broward Blvd
Ft. Lauderdale, FL 33301
954-522-6226 x137
rmiller@theurbangroup.com

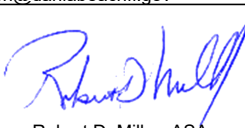
LAND APPRAISAL REPORT

File No.: 24104

SUBJECT	Property Address: 212-216 NE 1st St		City: Dania Beach		State: FL		Zip Code: 33004																																																																																						
	County: Broward		Legal Description: Lot 11, and West 1/2 Lot 12, Block 2, Dania Country Club Estates Book 32,																																																																																										
	Page 23																																																																																												
ASSIGNMENT	Assessor's Parcel #: 5042-34-29-0210		Tax Year: 2023		R.E. Taxes: \$ 5,658.94		Special Assessments: \$ 0																																																																																						
	Market Area Name: Dania Beach		Map Reference: 22744		Census Tract: 0801.02																																																																																								
	Current Owner of Record: Olga Priyetzheva		Borrower (if applicable):																																																																																										
	Project Type (if applicable): ☒ PUD ☐ De Minimis PUD ☒ Other (describe)		HOA: \$ 0		☐ per year ☐ per month																																																																																								
	Are there any existing improvements to the property? ☒ No ☐ Yes		If Yes, indicate current occupancy:		☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable																																																																																								
If Yes, give a brief description:																																																																																													
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																												
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																												
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																												
	Intended Use: The intended use of this report is for the clients to utilize in the negotiations for the possible acquisition of this property.																																																																																												
	Intended User(s) (by name or type): The intended users of this report are the client, The City of Dania Beach CRA and their legal and financial representatives, the CRA Board and eventually the report will be a public record of the CRA																																																																																												
SITE DESCRIPTION	Client: City of Dania Beach CRA		Address: 100 W. Dania Beach Boulevard, Dania Beach, FL 33004																																																																																										
	Appraiser: Robert D. Miller, ASA		Address: 1217 E Broward Blvd, Ft. Lauderdale, FL 33301																																																																																										
	Characteristics Location: ☒ Urban ☐ Suburban ☐ Rural Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25% Growth rate: ☒ Rapid ☐ Stable ☐ Slow Property values: ☒ Increasing ☐ Stable ☐ Declining Demand/supply: ☒ Shortage ☐ In Balance ☐ Over Supply Marketing time: ☒ Under 3 Mos. ☐ 3-6 Mos. ☐ Over 6 Mos.		Predominant Occupancy ☒ Owner ☐ Tenant ☐ Vacant (0-5%) ☒ Vacant (>5%)		One-Unit Housing PRICE AGE \$(000) (yrs) 400 Low 5 900 High 75 600 Pred 40		Present Land Use One-Unit 80 % 2-4 Unit 10 % Multi-Unit 5 % Comm'l 5 % %		Change in Land Use ☒ Not Likely ☐ Likely * ☐ In Process * * To:																																																																																				
	Factors Affecting Marketability																																																																																												
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> </tr> </thead> <tbody> <tr> <td>Employment Stability</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Adequacy of Utilities</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Employment</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Property Compatibility</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Shopping</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Protection from Detrimental Conditions</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Schools</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Police and Fire Protection</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>General Appearance of Properties</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Recreational Facilities</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>Appeal to Market</td> <td>☒</td> <td>☐</td> <td>☐</td> <td>☐</td> <td>☐</td> </tr> </tbody> </table>									Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐	Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐	Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐	Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐	Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐	Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐
	Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A																																																																																	
	Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐																																																																																	
	Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐																																																																																	
	Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐																																																																																	
	Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐																																																																																	
	Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐																																																																																	
	Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐																																																																																	
	Market Area Comments: The subject property is located in an area bounded by Sheridan Street to the south, North Ocean Drive to the east, I-95 to the west and Griffin Road to the north. The area is a combination of single family residences, two to four unit apartments and small multi family units. Most commercial development in the area is located along U.S. Highway 1 (a/k/a/ Federal Highway) with Industrial development along the Dixie Highway corridor. Values over the past 24 months have shown a good increase in value and this trend could slow due to higher interest rates. The proximity to the Ft. Lauderdale Hollywood International Airport and Port Everglades is an important aspect of the City of Dania Beach. Several areas of the city are experiencing redevelopment with new construction on Federal Highway and Dania Beach Boulevard. The subject property is located one block west of the Casino at Dania Beach.																																																																																												
	Dimensions: 120x90 Site Area: Sq.Ft.																																																																																												
	Zoning Classification: NBHD-RES Description: Neighborhood Residential																																																																																												
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements																																																																																													
Uses allowed under current zoning: Single family residential dwellings, family day care in home, residential accessory uses, and public parks and playgrounds																																																																																													
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown Have the documents been reviewed? ☐ Yes ☒ No Ground Rent (if applicable) \$ /																																																																																													
Comments:																																																																																													
Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) Not applicable as site is vacant																																																																																													
Actual Use as of Effective Date: Vacant Land Use as appraised in this report: Vacant Land																																																																																													
Summary of Highest & Best Use: The highest and best use of the site is for future residential development.																																																																																													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Provider/Description</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> <th>Frontage</th> <th>90 feet</th> </tr> </thead> <tbody> <tr> <td>Electricity</td> <td>☒</td> <td>☐</td> <td>FPL</td> <td>Street</td> <td>NE 1st Street</td> <td>☒</td> <td>☐</td> <td>Topography</td> <td>Basically level at Street Grade</td> </tr> <tr> <td>Gas</td> <td>☐</td> <td>☒</td> <td>Bottled</td> <td>Width</td> <td>30</td> <td></td> <td></td> <td>Size</td> <td>Normal for area</td> </tr> <tr> <td>Water</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Surface</td> <td>Asphalt</td> <td></td> <td></td> <td>Shape</td> <td>Basically Rectangular</td> </tr> <tr> <td>Sanitary Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Curb/Gutter</td> <td>None</td> <td>☐</td> <td>☐</td> <td>Drainage</td> <td>Appears Adequate</td> </tr> <tr> <td>Storm Sewer</td> <td>☒</td> <td>☐</td> <td>City</td> <td>Sidewalk</td> <td>Concrete</td> <td>☒</td> <td>☐</td> <td>View</td> <td>Residential</td> </tr> <tr> <td>Telephone</td> <td>☒</td> <td>☐</td> <td>ATT</td> <td>Street Lights</td> <td>Electric</td> <td>☒</td> <td>☐</td> <td></td> <td></td> </tr> <tr> <td>Multimedia</td> <td>☒</td> <td>☐</td> <td>Various Cable</td> <td>Alley</td> <td>Yes</td> <td>☒</td> <td>☐</td> <td></td> <td></td> </tr> </tbody> </table>									Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	90 feet	Electricity	☒	☐	FPL	Street	NE 1st Street	☒	☐	Topography	Basically level at Street Grade	Gas	☐	☒	Bottled	Width	30			Size	Normal for area	Water	☒	☐	City	Surface	Asphalt			Shape	Basically Rectangular	Sanitary Sewer	☒	☐	City	Curb/Gutter	None	☐	☐	Drainage	Appears Adequate	Storm Sewer	☒	☐	City	Sidewalk	Concrete	☒	☐	View	Residential	Telephone	☒	☐	ATT	Street Lights	Electric	☒	☐			Multimedia	☒	☐	Various Cable	Alley	Yes	☒	☐							
Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	90 feet																																																																																				
Electricity	☒	☐	FPL	Street	NE 1st Street	☒	☐	Topography	Basically level at Street Grade																																																																																				
Gas	☐	☒	Bottled	Width	30			Size	Normal for area																																																																																				
Water	☒	☐	City	Surface	Asphalt			Shape	Basically Rectangular																																																																																				
Sanitary Sewer	☒	☐	City	Curb/Gutter	None	☐	☐	Drainage	Appears Adequate																																																																																				
Storm Sewer	☒	☐	City	Sidewalk	Concrete	☒	☐	View	Residential																																																																																				
Telephone	☒	☐	ATT	Street Lights	Electric	☒	☐																																																																																						
Multimedia	☒	☐	Various Cable	Alley	Yes	☒	☐																																																																																						
Other site elements: ☐ Inside Lot ☒ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)																																																																																													
FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 12011C0567J FEMA Map Date 07/31/2024																																																																																													
Site Comments: No unfavorable or adverse easements or encroachments were noted in our review. The site is a corner lot with 90 feet of frontage on NE 1st Street and 120 feet of frontage on NE 2nd Court with an alley at the rear of the subject property. The property is located across NE 1st street from the City of Dania Beach Frost Park. The site size used is 90 feet by 120 feet (10,800 SF) taken from Plat Book 32, Page 23 as stated in the Deed Legal Description.																																																																																													

LAND APPRAISAL REPORT

File No.: 24104

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
Data Source(s): MLS, BCPA, Deed										
TRANSFER HISTORY	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: The most recent sale for the subject was							
	Date: 5/28/2021		via Warranty Deed, CIN 117309734, in May of 2021 in consideration of \$325,000.							
	Price: \$325,000									
	Source(s): BCPA, Deed		The next prior sale for was in July of 2016 via Warranty Deed, CIN 113800198 in consideration of							
	2nd Prior Subject Sale/Transfer		\$150,000.							
Date: 7/1/2016										
Price: \$150,000		Property is currently listed for sale at \$399,999 (see listing attached).								
Source(s):										
SALES COMPARISON APPROACH	FEATURE		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address 212-216 NE 1st St Dania Beach, FL 33004		14 NW 14th Ct Dania Beach, FL 33004		210 NW 8th Ave Dania Beach, FL 33004		108 NW 13 Ave Dania Beach, FL 33004			
	Proximity to Subject		0.81 miles W		0.48 miles W		0.74 miles W			
	Sale Price		\$ 325,000		\$ 20.52		\$ 25.97		\$ 16.49	
	Price/ Sq.Ft.		\$ 30.09							
	Data Source(s)		BCPA, Inspection, N		BCPA, Inspection, MLS		BCPA, Inspection, MLS		BCPA, Inspection, MLS	
	Verification Source(s)		Pub. Rec., MLS, De		Pub. Rec., MLS, Deed		Pub. Rec., MLS, Deed		Pub. Rec., MLS, Deed	
	VALUE ADJUSTMENT		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
	Sales or Financing		Cash		Cash		Cash		Cash	
	Concessions		None		None		None		None	
	Date of Sale/Time		5-28-21		11/30/2023		12/8/2023		2/15/2023	
	Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
	Location		Residential		Residential		Residential		Residential	
	Site Area (in Sq.Ft.)		10,800		7,310		5,391		6,066	
			NBHD-RES		NBHD-RES		NBHD-RES		NBHD-Res	
					\$150,000.		\$140,000		\$100,000	
			Corner		Interior		Interior		Interior	
			Alley		No Alley		No Alley		No Alley	
	Net Adjustment (Total, in \$)				● + ○ - \$ 12		● + ○ - \$ 12		● + ○ - \$ 12	
	Adjusted Sale Price (in \$)				\$ 32.52		\$ 37.97		\$ 28.49	
Summary of Sales Comparison Approach In this appraisal assignment, we researched land sales in the vicinity to the subject property and also considered the most recent sale of the subject property in 2021. We initially reviewed over 15 land sales and have included a total of 7 of those sales on the table above and the additional sales tables in this report. The sales occurred over the time frame of November of 2021 to the most recent sale in April of 2024. The subject sold in May of 2021 for \$325,000 or \$30.09 per square foot of land area. The subject is currently listed for sale with an asking price of \$37.04 per square foot of land area. The sales ranged in size from 5,188 to 9,682 square feet and the subject contains 10,800 square feet of land area. The sales had an unadjusted unit sale price range from \$16.49 to \$52.16 and after considering adjustments for locations west of Federal Highway, date of sale and locations on alleys, the sales indicated an adjusted range in values from a low of \$28.49 to \$49.76 per square foot of land area. The adjusted sale prices indicated an average unit sale price of \$37.51 per square foot of land area. Based on the review of the sales and considering the subject recent sale and time adjustments from that time frame, it is our opinion that the market value of the property would be \$388,800 or \$36.00 per square foot of land area.										
PUD	PROJECT INFORMATION FOR PUDs (if applicable) ☒ The Subject is part of a Planned Unit Development.									
	Legal Name of Project: _____ Describe common elements and recreational facilities: _____									
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 388,800 or \$ 36.00 per Sq.Ft.									
	Final Reconciliation Based on the review of the Sales Comparison Approach to Value, we estimated the market value at \$388,800.									
	This appraisal is made ☒ "as is", or ☐ subject to the following conditions: _____									
	☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.									
ATTACH.	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:									
	\$ \$388,800 , as of: 10/2/2024 , which is the effective date of this appraisal.									
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.									
SIGNATURES	A true and complete copy of this report contains <u>30</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:									
	☒ Limiting Cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☒ Additional Sales ☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐ Hypothetical Conditions									
SIGNATURES	Client Contact: K. Michael Chan, CRA Executive Director E-Mail: mchen@daniabeachfl.gov					Client Name: City of Dania Beach CRA Address: 100 W. Dania Beach Boulevard, Dania Beach, FL 33004				
	APPRAISER 					SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)				
	Appraiser Name: Robert D. Miller, ASA					Supervisory or Co-Appraiser Name: _____				
	Company: The Urban Group, Inc.					Company: _____				
	Phone: 954-522-6226 x137 Fax: 954-522-6422					Phone: _____ Fax: _____				
	E-Mail: rmiller@theurbangroup.com					E-Mail: _____				
	Date of Report (Signature): 10/07/2024					Date of Report (Signature): _____				
	License or Certification #: RZ1270 State: FL					License or Certification #: _____ State: _____				
	Designation: ASA					Designation: _____				
	Expiration Date of License or Certification: 11/30/2024					Expiration Date of License or Certification: _____				
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect (Desktop)					Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect					
Date of Inspection: 10/2/2024					Date of Inspection: _____					



Assumptions, Limiting Conditions & Scope of Work

File No.: 24104

Property Address:	212-216 NE 1st St	City:	Dania Beach	State:	FL	Zip Code:	33004
Client:	City of Dania Beach CRA	Address:	100 W. Dania Beach Boulevard, Dania Beach, FL 33004				
Appraiser:	Robert D. Miller, ASA	Address:	150 SE 12th Street, Suite 100, Ft. Lauderdale, FL 33316				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): This assignment by the City of Dania Beach CRA was to determine an estimated current market value of the vacant subject parcel.

The parcel is currently listed with the MLS for sale with an asking price of \$399,999.

Certifications

File No.: 24104

Property Address:	212-216 NE 1st St	City:	Dania Beach	State:	FL	Zip Code:	33004
Client:	City of Dania Beach CRA	Address:	100 W. Dania Beach Boulevard, Dania Beach, FL 33004				
Appraiser:	Robert D. Miller, ASA	Address:	150 SE 12th Street, Suite 100, Ft. Lauderdale, FL 33316				

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

The Appraiser has never appraised this subject project.

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

SIGNATURES	Client Contact:	K. Michael Chen, CRA Executive Director	Client Name:	City of Dania Beach CRA
	E-Mail:	mchen@daniabeachfl.gov	Address:	100 W. Dania Beach Boulevard, Dania Beach, FL 33004
	APPRAISER	 esign.alamode.com/verify	Serial:	B592E2F5
			SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
	Appraiser Name:	Robert D. Miller, ASA	Supervisory or Co-Appraiser Name:	
	Company:	The Urban Group, Inc.	Company:	
	Phone:	954-522-6226 x137	Fax:	954-522-6422
	E-Mail:	rmiller@theurbangroup.com	E-Mail:	
	Date Report Signed:	10/07/2024	Date Report Signed:	
	License or Certification #:	RZ1270	License or Certification #:	
Designation:	ASA	Designation:		
Expiration Date of License or Certification:	11/30/2024	Expiration Date of License or Certification:		
Inspection of Subject:	☐ Interior & Exterior ☒ Exterior Only ☐ None	Inspection of Subject:	☐ Interior & Exterior ☒ Exterior Only ☐ None	
Date of Inspection:	10/2/2024	Date of Inspection:		

File No.: 24104

SALES COMPARISON APPROACH

File No.: 24104

SALES COMPARISON APPROACH

Comparable Sales Map

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					



Comparable Photo Page

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					



Comparable 1

14 NW 14th Ct
 Prox. to Subject 0.81 miles W
 Sales Price 20.52
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View SF Residential
 Site 7,310
 Quality
 Age



Comparable 2

210 NW 8th Ave
 Prox. to Subject 0.48 miles W
 Sales Price 25.97
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 5,391
 Quality
 Age



Comparable 3

108 NW 13 Ave
 Prox. to Subject 0.74 miles W
 Sales Price 16.49
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 6,066
 Quality
 Age

Borrower							
Property Address	212-216 NE 1st St						
City	Dania Beach	County	Broward	State	FL	Zip Code	33004
Lender/Client	City of Dania Beach Community Redevelopment Agency						



211 NW 14th Ct	
Prox. to Subject	0.82 miles W
Sale Price	20.52
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Residential
View	
Site	7,310
Quality	
Age	



710 SW 3rd Pl	
Prox. to Subject	0.79 miles SW
Sale Price	28.91
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Residential
View	
Site	5,188
Quality	
Age	



1409 Hollywood Blvd	
Prox. to Subject	2.93 miles S
Sale Price	52.16
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Residential
View	
Site	9,682
Quality	
Age	

Comparable Photo Page

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					



Comparable 7

220 SE Park St
 Prox. to Subject 0.20 miles S
 Sale Price 35.17
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Residential
 View
 Site 5,687
 Quality
 Age

Comparable 8

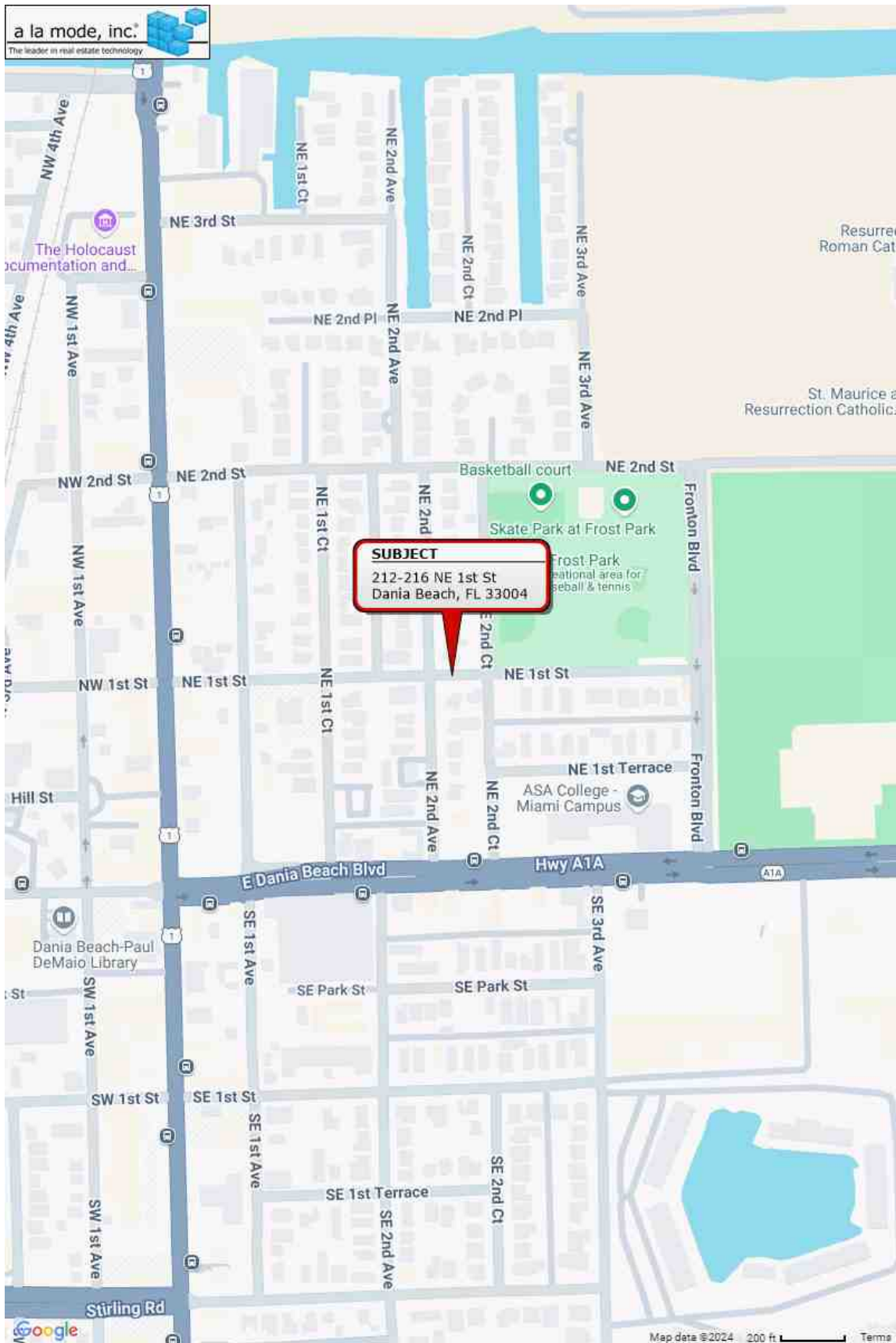
Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 9

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Subject Location Map

Borrower							
Property Address	212-216 NE 1st St						
City	Dania Beach	County	Broward	State	FL	Zip Code	33004
Lender/Client	City of Dania Beach Community Redevelopment Agency						



Subject Photo Page

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					



Subject View Southeasterly

212-216 NE 1st St
Sales Price 325,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View SF Residential
Site 10,800
Quality
Age



Corner NE 1st St. & NE 2nd Ct.



View Southeasterly

Subject Photo Page

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					



View South of NE 2nd Ct.

212-216 NE 1st St
Sales Price 325,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View SF Residential
Site 10,800
Quality
Age



View Easterly on NE 1st St.



View Easterly of Alley

Subject Photo Page

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					



View Northerly on NE 2nd Ct

212-216 NE 1st St

Sales Price 325,000

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location Residential

View SF Residential

Site 10,800

Quality

Age



View Northeasterly of Subject

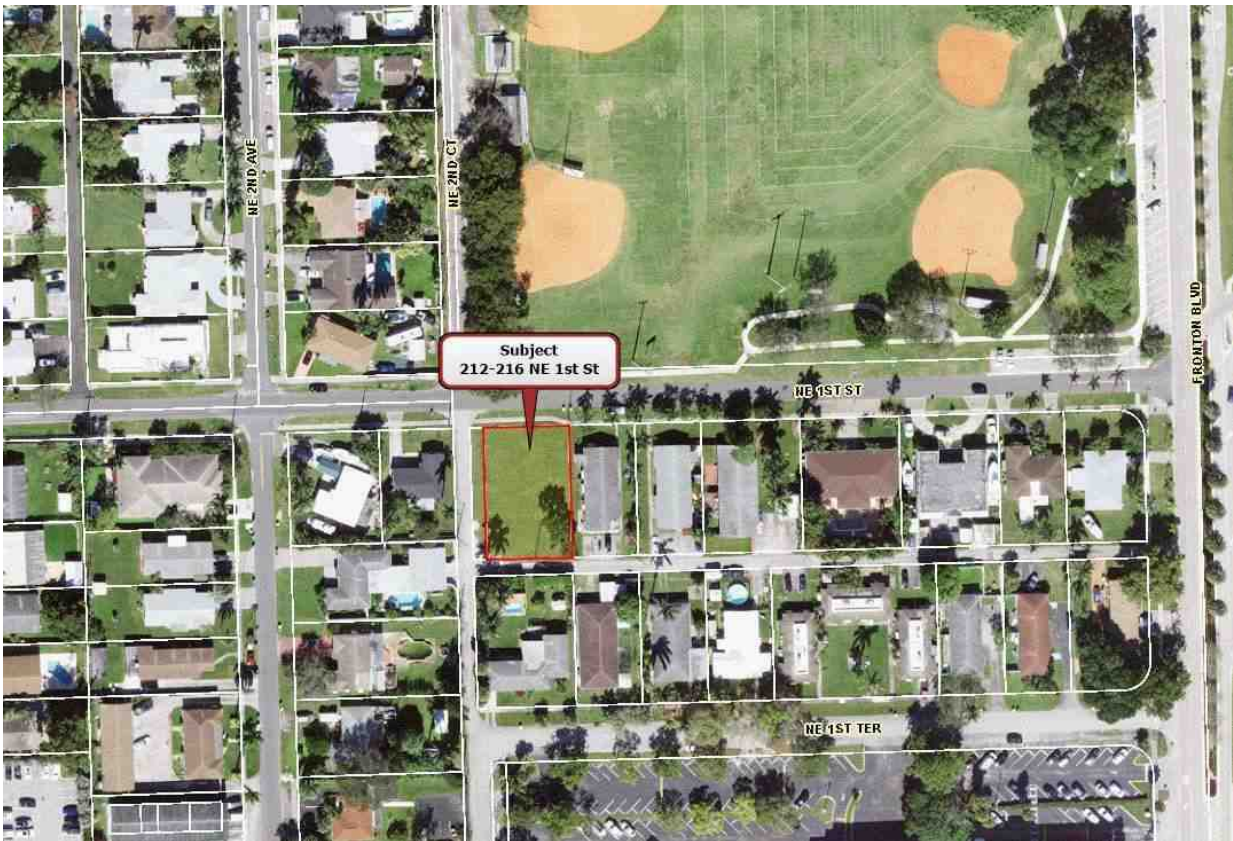


View Easterly of Subject

Borrower							
Property Address	212-216 NE 1st St						
City	Dania Beach	County	Broward	State	FL	Zip Code	33004
Lender/Client	City of Dania Beach Community Redevelopment Agency						



Aerial View of Subject



SUBJECT DEED

Instr# 117309734 , Page 1 of 2, Recorded 06/01/2021 at 08:34 AM
Broward County Commission
Deed Doc Stamps: \$2275.00

PREPARED BY:
N. Betty Gonzalez, Esq.
The Law Offices of N. Betty Gonzalez P.A.
2151 Le Jeune Road, Suite 200
Coral Gables, FL 33134

RETURN TO:
Siarhei Zavadski
FL Title & Escrow Co
1801 S Ocean Dr, Suite H
Hallandale Beach, FL 33009
Parcel Identification No.: 504234290210

Warranty Deed

THIS WARRANTY DEED is made and entered into as of the 28 day of May 2021, by Frost Park, LLC, a Florida limited liability company (the "Grantor"), whose mailing address is 300 Aragon Ave Suite 375 Coral Gables, FL 33134 and Olga Priyetzheva, a married woman the "Grantee"), whose mailing address is 1326 Monroe St, Hollywood, FL 33109. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their respective successors and assigns.

WITNESSETH:

GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described land situate, lying and being in Miami-Dade County, Florida (the "Property"):

Lot 11, and West ½ of Lot 12, Block 2 of DANIA COUNTRY CLUB ESTATES, according to the Plat thereof as recorded in Plat Book 32, Page(s) 23, of the Public Records of Broward County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple that Grantor has good right and lawful authority to sell and convey the Property, that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

[Signature page to warranty deed on following page]

SUBJECT DEED

Instr# 117309734 , Page 2 of 2, End of Document

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Frost Park, LLC
A Florida Limited Liability Company

Natoli Marquez
Print Name: Natoli Marquez

Gladys Lell
By: Gladys Lell, manager

Adriana Marquez
Print Name: ADRIANA MARQUEZ

State of / Country of FLORIDA
County of / province of MIRAMONTE

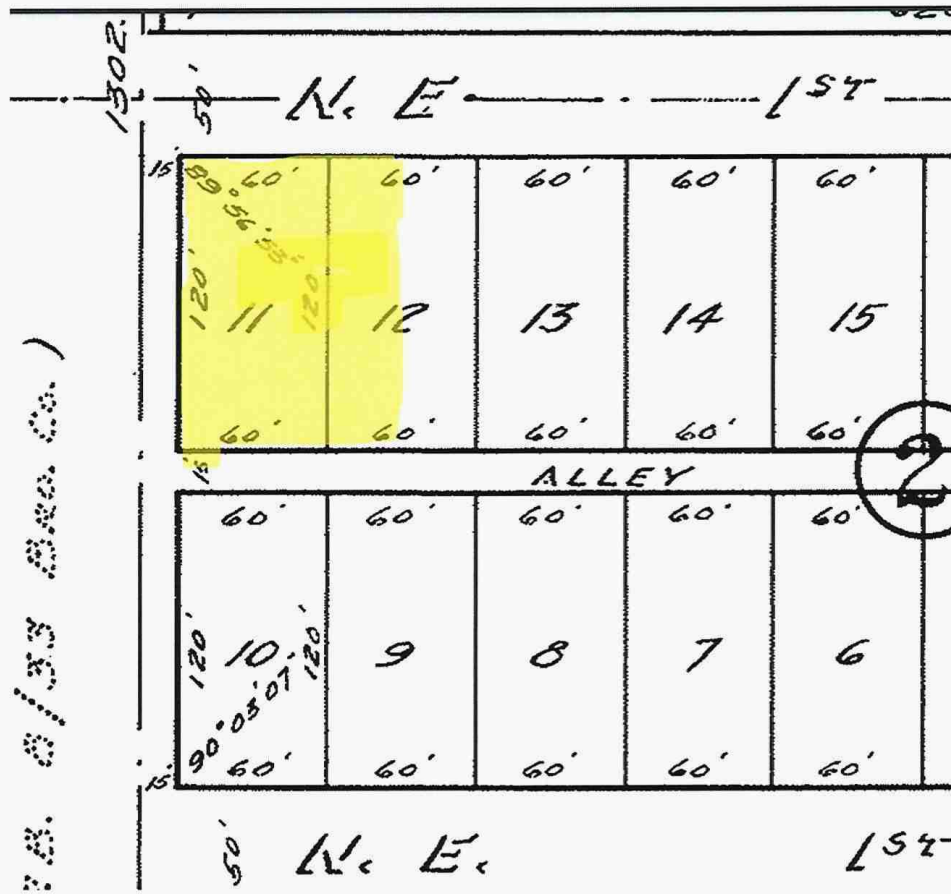
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of MAY 2021, Gladys Lell, manager of Frost Park, LLC, a Florida limited liability company, who is ☒ personally known to me or ☐ produced a _____ as identification.

(NOTARY SEAL)



ADRIANA MARQUEZ
Commission # GG 138871
Expires September 2, 2021
Bonded Thru Budget Notary Services

Adriana Marquez
Name: ADRIANA MARQUEZ
Notary Public, Country of MIRAMONTE
My Commission expires: 09/02/2021



Legal Description:

Lot 11, and West ½ of Lot 12, Block 2 of DANIA COUNTRY CLUB ESTATES, according to the Plat thereof as recorded in Plat Book 32, Page(s) 23, of the Public Records of Broward County, Florida.

Dania Beach Zoning NBHD-RES

Borrower					
Property Address	212-216 NE 1st St				
City	Dania Beach	County	Broward	State	FL
				Zip Code	33004
Lender/Client	City of Dania Beach Community Redevelopment Agency				

7/13/22, 3:51 PM

Dania Beach, FL Code of Ordinances

Sec. 303-90. - NBHD-RES, Neighborhood Residential District.

(A) *Intent and purpose.* To maintain the overall single-family character of the neighborhoods by restricting establishment of new two-family dwellings and requiring designs that are compatible with single-family dwellings.

(B) *Generalized permitted uses (see article 302 for specific uses and conditions of use).*

Uses	
Residential Single-Family	✓
Residential Multifamily	*
Residential Two-Family	*

✓ - Permitted use.

* - Restricted pursuant to section 302-20.

(C) *Building placement standards.*

Diagram Key		
"C"	Street Setback*	15' BTL.
		25' min.
"G"	Interior side setback	Principal building 7' min. Accessory structures 5' min.
"I"	Rear setback	Principal building 15' min. Accessory structures 5' min.

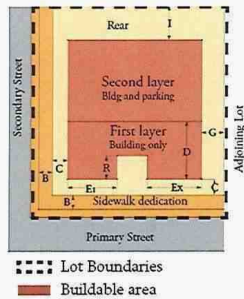
Dania Beach Zoning NBHD-RES

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					

7/13/22, 3:51 PM

Dania Beach, FL Code of Ordinances

Figure 303-27 Building placement.



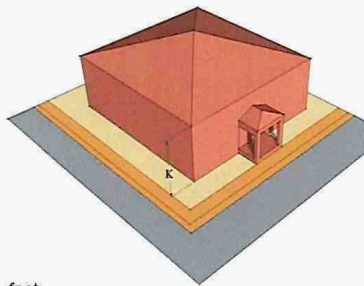
* The fifteen-foot BTL applies along any street within a block where more than fifty (50) percent of either the number of lots or total lot frontage on either or both sides is undeveloped, or contain any combination of: buildings that are set back twenty (20) feet or less from the street line; two-family dwellings; multiple-family dwellings; or nonconforming uses. If the 15-foot BTL does not apply, a new building can be placed a minimum of 15' from the street line.

(D) *Building frontage standards.*

Key	Standard	
"D"	Minimum depth of building in first layer	N/A
"E ₁ + .. + Ex"	Percentage of lot width for which a building must be built at the built-to-line	50%
"R"	Maximum recess from BTL	N/A

(E) *Height.* Maximum of two (2) stories and twenty-five (25) feet except as provided in section 302-20(A)(2)(b). See "K" in diagram.

Figure 303-28 Building height.



(F) *Allowable building and frontage types (see articles 310 and 311 for details) and required lot dimensions.*

Building Types	Frontage types
----------------	----------------

2/4

Dania Beach Zoning NBHD-RES

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					

7/13/22, 3:51 PM

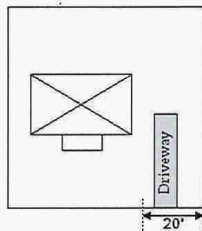
Dania Beach, FL Code of Ordinances

	Porch	Balcony over Porch	Dooryard	Stoop	Lot Dimension	
					Width	Depth
Single-Family *	✓	✓			60'	90'
Duplex *	✓	✓			80'	100'
Mansion *	✓	✓			80'	100'
Rowhouse *	✓	✓	✓	✓	100'	100'
Apartment *	✓	✓	✓	✓	160'	100'

✓ Permitted frontage type

* Restricted pursuant to [section 302-20](#)

Figure 303-29 Permitted driveway location.



(G) *Pervious open space.* Min. thirty-seven (37) percent.

(H) *Parking.*

(1) Parking spaces and driveways for dwellings built to the fifteen-foot BTL requirement in subsection (C) must be built to the requirements below:

- a. Parking spaces and driveways are not permitted in the front yard except within twenty (20) feet of one (1) interior side lot line (see Figure 303.70).

Dania Beach Zoning NBHD-RES

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					

7/13/22, 3:51 PM

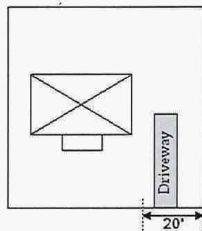
Dania Beach, FL Code of Ordinances

	Porch	Balcony over Porch	Dooryard	Stoop	Lot Dimension	
					Width	Depth
Single-Family *	✓	✓			60'	90'
Duplex *	✓	✓			80'	100'
Mansion *	✓	✓			80'	100'
Rowhouse *	✓	✓	✓	✓	100'	100'
Apartment *	✓	✓	✓	✓	160'	100'

✓ Permitted frontage type

* Restricted pursuant to [section 302-20](#)

Figure 303-29 Permitted driveway location.



(G) *Pervious open space.* Min. thirty-seven (37) percent.

(H) *Parking.*

(1) Parking spaces and driveways for dwellings built to the fifteen-foot BTL requirement in subsection (C) must be built to the requirements below:

- a. Parking spaces and driveways are not permitted in the front yard except within twenty (20) feet of one (1) interior side lot line (see Figure 303.70).

Dania Beach Zoning NBHD-RES

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					

7/13/22, 3:51 PM

Dania Beach, FL Code of Ordinances

- b. Only one (1) driveway within the front yard is permitted as shown.
 - c. An opaque fence or opaque landscape buffer is required along a side lot line adjacent to a driveway.
 - d. If the property does not have alley access, a garage may be provided with access from the primary or secondary street.
- (2) Parking spaces and driveways for dwelling units with twenty-foot setback or greater may be built as identified below:
- a. Parking spaces and driveway may be located in the front yard if the minimum required dimensions are provided.
 - b. A garage may be located at the front of the residential structure provided building setbacks are met.
 - c. A circular driveway may be installed in the front yard provided a minimum of three-foot setback is provided between the edge of driveway and interior side property line on each side. Each curb opening must be a minimum of ten (10) feet. The minimum radius measured from the property line is five (5) feet.
- (I) *[Parking requirements.]* For parking requirements see [article 306](#).
- (J) *Landscaping.* See [article 307](#).
- (K) *Signage.* See [article 308](#).
- (L) *Additional development standards.* See [article 309](#).
- (M) *Architectural and design standards.* See [article 530](#).

(Ord. No. 2010-20, § 2(Exh. A), 9-14-10; Ord. No. 2013-007, § 5, 8-13-13; Ord. No. 2015-009, § 6, 4-28-15; Ord. No. 2016-013, § 5, 7-26-16)

Current MLS Listing

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					

10/4/24, 11:15 AM

Matrix

212 NE 1st Street, Dania, FL 33004-4801 📍 Active 09/16/2024

Last Listing



1 / 4 Yard

Residential Land/Boat Docks

[212 NE 1st St](#)

DANIA BEACH, FL 33004

ML#: A11660572

List Price: \$399,999

Rng Price:

LLP:

Status: Active

Short Sale: No

REO: No

Listing Brkr: [GMRE01 /Grand Miami Realty, LLC.](#)

County: Broward County

Area: 3020

Auction: No

Geo Area: Hollywood East (3010-3050)

Legal: $\pm$ DANIA COUNTRY CLUB ESTATES 32-23 B LOT 11,12 W1/2 BLK 2, LESS W 12.5 OF SAID LOT 11

Virtual Tour: [Click Here](#)

Folio#: [\$\pm\$ 504234290210](#)
 2nd Folio:
 Municipal Code:
 Subdivision #: 29
 Subdivision: $\pm$ DANIA COUNTRY CLUB ESTATE

Location Information

Parcel #: 0210

Lot/Track #:

Town/Range: 50

Section: 34

Map Coord:

Zoning:

Dvlpmnt Nm:

General Information

Type of Usage: Other Usage
 Front Exposure: South East
 Appr Lot Size: 10800
 # Parcels: 1
 Style: Zoned Multifamily
 Building Incl: None
 Rail Type:
 Location:
 Road Surface:
 Road:
 Trees: Other Trees
 Elevation:
 Lot Desc:
 Waterfront: No
 Water Access:
 Water Frontage:
 Boat Services:

Co Lnd Code:
 Acres: 0.2500
 Lot SF: 10,800
 Min SF Liv Rst:
 Development: Undeveloped
 Land Fill:

For Lse:
 Lse MLS#:
 SS Addend:

Ground Cover:

Water View:

Remarks

Remarks: *** EXTRAORDINARY DEVELOPMENT OPPORTUNITY *** Approved Architectural Plans to build 1 beautiful Single or Duplex. This corner 10,800 Sq Ft Lot is a Developer's dream, situated in the Best Area of Dania Beach. Construction Documents submitted to the City. Great Area, 2 blocks from US1, 2 blocks from Dania Beach Blvd, 2 miles from the beach, across street from Frost Park. Minutes from the Airport, Highways, Casino, Shopping Center and Dania Point LOCATION, LOCATION, LOCATION !!!

Driving Directions:

Broker Remarks: Owner motivated. Submit all offers via MLS Offers. NO NEED TO CALL OR TEXT FOR STATUS. IF STATUS IS ACTIVE FEEL FREE TO SHOW.

Additional Information

Terms Avail:
 Subd Info:
 Boat Dock:
 Dock Length:
 Misc/Improve: No Misc/Improvements
 Docs Available:
 Deed Restrict:
 Soil Type:
 Utils Available:
 Utils on Site:
 Water:
 Equestrian:
 Storm Protect:
 ADA Compliant:

Sewer:

Financial Information

<https://sef.mlsmatrix.com/Matrix/Public/DisplayITQPopup.aspx?recid=298062811&did=354&strtabid=LISTING¶ms=Mjk4MDYyODEx&exk=90effa...> 1/2

Current MLS Listing

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					

10/4/24, 11:15 AM

Matrix

Assumable:
Total Mortg:
Monthly Maint Fee:
Fee Description:
Tax Amount: \$5,659
Special Info:
Possession Info: Other
Contingencies:
Spec Assess:
Hardship Pkg:

\$/SOH Value:
Terms: All Cash, Conventional
Tax Year: 2022

Assessed \$:
Flood Zone: xAE
Owner Agent: No

PACE:

Mult Offers :

Agent/Office Information

Office: [GMRE01 /Grand Miami Realty, LLC.](#)
Agent: [3255569 /Siarhei Zavadski](#)
Ofc Addr: 1801 S Ocean Dr Suite H
Hallandale Beach, FL 33009

Agent Ph: (786) 647-9944?
Agent Fax:
Agt Ph 2: 305-909-9555

Board: A-Miami Association of REALTORS
Office Ph: 800-818-8571
Owner Name:
AVM: Yes
Addr on Inet: Yes
Photo Instr: Realtor to Upload Images 1-99
List Type: Exclusive Right to Sell/Rent
Show Instr: Showing Assist

Agent Email: zavads@gmail.com
Agent License: 3255569

Own Phone:
Blogging: Yes
OK to Advertise: No

List Date:
Expire Date:
Pending Dt:
Closing Dt:
Intrnt URL:
Intrnt Rmrks: This corner 10,800 Sq Ft Lot is a Developer's dream, situated in the Best Area of Dania Beach. 2 miles from the beach.

Stat Change Dt: 09/16/2024
DOM: 18
Expt Clse Dt:

Occupancy:
Prev LP:
Orig LP: \$399,999
Internet: Yes
Withdrn Dt:

Prepared By: Matthew Rosenbaum

Date Printed: 10/04/2024 11:15 AM

* Flood Insurance is Required *

Current MLS Listing

Borrower						
Property Address	212-216 NE 1st St					
City	Dania Beach	County	Broward	State	FL	Zip Code 33004
Lender/Client	City of Dania Beach Community Redevelopment Agency					

10/4/24, 11:16 AM

Matrix

212 NE 1st Street, Dania, FL 33004-4801

Active 09/16/2024

Photos



Borrower		File No. 24104	
Property Address	212-216 NE 1st St		
City	Dania Beach	County	Broward
		State	FL
		Zip Code	33004
Lender/Client	City of Dania Beach Community Redevelopment Agency		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

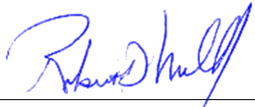
Note any USPAP related issues requiring disclosure and any State mandated requirements:

The appraiser has not completed any prior appraisal on the subject property.

 esign.alamode.com/verify

Serial: B592E2F5

APPRAISER:

Signature: 

Name: Robert D. Miller, ASA

State Certification #: AZ1270

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2024

Date of Signature and Report: 10/07/2024

Effective Date of Appraisal: 10/2/2024

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 10/2/2024

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____



HARRY C. NEWSTREET
& ASSOCIATES

Appraisal of

An approximately 4,052 Square Foot Residential Building
Located at 400 South Federal Highway
Dania Beach, Florida 33004
HCNA File No: 24-24112

As of
August 13, 2024

Prepared for
Ms. Christine Lottier
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, Florida 33004

Prepared by
Harry C. Newstreet, MAI
State Certified General Real Estate Appraiser No. 2278
Harry C. Newstreet & Associates
879 Southwest 17th Street
Boca Raton, Florida 33486



August 28, 2024

Ms. Christine Lottier
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, Florida 33004

**Re: An approximately 4,052 Square Foot Residential Building
400 South Federal Highway
Dania Beach, Florida 33004
HCNA File No: 24-24112**

Dear Ms. Lottier:

According to your request, we have prepared this report of our **Appraisal** of the property located at the southwest corner of South Federal Highway and Southwest 4th Street in Dania Beach. The street address is 400 South Federal Highway, Dania Beach, Florida 33004. The legal description will be detailed later in this report. The purpose of this appraisal assignment is to form an opinion of the market value of the fee simple interest of the property. The intended user of the report is the client, the City of Dania Beach and their representatives. The function of the report is for potential acquisition purposes.

The property is improved with an approximate 4,052 square foot, two-story residential building with six bedrooms and three bathrooms located on an approximate 36,763 square foot lot. The building was built in 1924 by one of the city's pioneers, Martin Frost. In addition, to the main residential building, there is a detached approximate 1,372 square foot, two-story garage/apartment building. The property has been designated as historic by the City of Dania Beach commission. As such, any property designated historic must follow the historic preservation ordinance of Broward County (since the City of Dania Beach does not have a certified Dania Beach Historical Review Board). Any changes to a designated property must receive a certificate of appropriateness by the Broward County Historical Preservation Board.

Given these restrictions, redevelopment of the property is very limited. However, it is possible to repurpose the existing improvements for another use. In our opinion, the subject's existing improvements contribute value over and above the land value. Therefore, the highest and best use, as improved, is to repurpose the existing improvements for another use, including office, retail or restaurant use. Conversion to any of these uses would require minimal impacts to the existing improvements. We have considered these costs in our valuation of the property.

Page Two
Ms. Lottier
August 28, 2024

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions. We have carefully examined those factors that we deemed pertinent in arriving at an estimate of value. We have personally inspected the property that is the subject of this report. The value opinion reported is qualified by certain definitions, limiting conditions, and certification, which are set forth within this report. The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations. The client is the City of Dania Beach. The appraiser is not responsible for unauthorized use of the report.

As a result of our analysis, we have formed an opinion that the market value, as defined within the report, of the fee simple interest of the subject property legally described herein, subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of August 13, 2024 is:

**Two Million Seven Hundred and Ten Thousand Dollars
(\$2,710,000)**

The property is designated historic by the City of Dania Beach. As such, we have made the extraordinary assumption that this designation cannot be removed and that redevelopment of the property is limited.

The above stated opinion of value is not subject to any hypothetical conditions. This letter must remain attached to the report in order for the value opinion set forth to be considered valid.

Your attention is invited to the following data that, in part, forms the basis for our conclusions.

Respectfully submitted,

Harry C. Newstreet & Associates

A handwritten signature in blue ink, appearing to read 'H. C. Newstreet', is written over a faint, larger version of the same signature.

Harry C. Newstreet, MAI
State Certified General Real Estate Appraiser No. 2278

HARRY C. NEWSTREET & ASSOCIATES

Table of Contents

Letter of Transmittal	
Table of Contents.....	1
Summary of Salient Facts and Conclusions	7
Scope of Services	8
Definition of Market Value	8
Marketing Period.....	9
Exposure Time.....	9
Purpose of Report.....	9
Function and Intended User.....	9
Property Rights Appraised	9
Sales History	9
Property Identification	9
Report Format.....	10
Prior Services.....	10
Market Area Description	11
Property Description	13
Improvement Description	14
Zoning	15
Historic Designation	15
Real Estate Taxes.....	15
Highest and Best Use	16
Sales Comparison Approach to Value	17
Sales Summary Table.....	18
Comparable Sales Location Map.....	19
Photographs of the Sales.....	20
Sales Discussion.....	21
Direct Comparison of Sales	21
Sales Analysis Summary	23
Sales Comparison Approach to Value - Conclusion	24
Reconciliation.....	25
Certification of Value.....	26
General Assumptions and Limiting Conditions	27

Subject Photographs



Photograph of the subject looking west



Photograph of the subject looking south

Subject Photographs



Photograph of the subject looking east



Photograph of the subject looking northeast

Subject Photographs



Photograph of the interior of the pawn shop



Photograph of the interior of the office space

Subject Photographs



Photograph of the interior of the pawn shop



Photograph of the interior of the office space

Subject Photographs



Photograph of the interior of the pawn shop



Photograph of the interior of the office space

Summary of Salient Facts and Conclusions

Property Location:	The southwest corner of South Federal Highway and Southwest 4 th Street in Dania Beach. The street address is 400 South Federal Highway, Dania Beach, Florida 33004.
Property Owner:	Lawrence Barry Brown
Date of Value:	August 13, 2024
Folio Number:	51-42-03-04-0080 and 51-42-03-04-0220
Total Assessed Value (2024):	\$1,117,780
Total Site Size:	36,763 square feet
Building Size:	Approximately 4,052 square foot residential building and 1,372 square foot garage/residence. The total square footage is estimated at 5,424 square feet.
Zoning:	SFED-MU, South Federal Highway Corridor Mixed-Use District, Dania Beach
Present Use:	A residential building.
Highest and Best Use:	Conversion to an Office/Retail Use
Sales History:	The property was acquired by the current owner via a life-estate deed granted to him by his uncle.
Cost Approach to Value:	N/A
Sales Comparison Approach to Value:	\$2,710,000
Income Approach to Value:	N/A
Estimated Market Value:	\$2,710,000
Marketing Time:	6 – 9 Months

Scope of Services

The scope of our services for this appraisal assignment includes a systematic analysis of the factors that bear upon the value of real estate. An orderly program by which the problem is defined, the work necessary to solve the problem is planned, and the data involved are acquired, classified, analyzed, and interpreted into an estimate of value.

We were not provided a survey and have relied upon the Broward County Property Appraiser's office for the building and land size of the property. Sales data in this report was obtained from various data sources including Loopnet and CoStar Comps, as well as the Broward County Tax rolls. Land size information for the comparable sales was obtained from the Broward County Property Appraiser. Deed information was obtained from the County Clerk's Office.

The highest and best use of the property is as improved. We have considered all three approaches to value. However, we have only developed the Sales Approach to Value for the building as improved. Given the age and condition of the property, the cost and income approaches are not applicable.

Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Marketing Period

Based upon our review of information in our sales comparison approach to value and conversations with local brokers and property owners, we have estimated the marketing period for the property at six to nine months.

Exposure Time

It is our opinion that a normal exposure time for the subject property is between six and nine months. This conclusion is predicated on interviews with brokers and other real estate industry sources and on information obtained in the verification process. The value reported herein presumes such an exposure time.

Purpose of Report

The purpose of this appraisal assignment is to form an opinion of the market value of the fee simple interest of the subject property.

Function and Intended User

The intended user of the report is the City of Dania Beach and their representatives. The function of the report is for potential acquisition purposes.

Property Rights Appraised

The property interest appraised is all rights existing in fee simple as of the appraisal date. These rights are the legal and economic properties of the owner that may rightfully be exchanged for money or equivalent goods. The Fee Simple Absolute Interest implies absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Sales History

The property was acquired by the current owner via a life-estate deed granted to him by his uncle. The deed was recorded in the Broward County Records as Instrument # 117386943. The grantor was Irving M. Kirsch. The deed was dated June 25, 2021.

Property Identification

The property is located on the southwest corner of South Federal Highway and Southwest 4th Street in Dania Beach. The street address is 400 South Federal Highway, Dania Beach, Florida 33004. The legal description for the property is as follows:

Lots 1, 2 and 3, less the Easterly 8 feet thereof for roadway, and Lots 25 and 26, Block 2, of DANIA HEIGHTS, according to the plat thereof, as recorded in Plat Book 3, Page 22, of the Public Records of Broward County, Florida.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Market Area Description

Broward County is located in southeastern Florida approximately 25 miles north of Miami. It is 1,210 square miles in size. Broward County is part of the Miami-Fort Lauderdale-West Palm Beach, FL Metropolitan Statistical Area, called the Miami MSA, as defined by the U.S. Office of Management and Budget.

Broward County is the geographic center of the tri-county South Florida metropolitan region. Broward County has an estimated 2019 population of 1,934,471.

Interstate 95 and the Florida Turnpike are the major north south expressways in Broward County. I-595 is the major east-west expressway in the county. Interstate 595 is a 13.2 mile elevated highway, extending from Port Everglades, U.S. 1, and the Fort Lauderdale/Hollywood International Airport, west to the Interstate 75/Sawgrass Expressway intersection. I-75 extends south from the Sawgrass Expressway, with exits at Griffin Road, Sheridan Street, Hollywood Boulevard, and Miramar Parkway into Miami-Dade County. I-75 also extends west from I-595 to the west coast of Florida. The Sawgrass expressway is a 22.8-mile toll road that is essentially an east west loop system, linking Interstate 95 at Deerfield Beach, to Interstate 75 and Interstate 595.

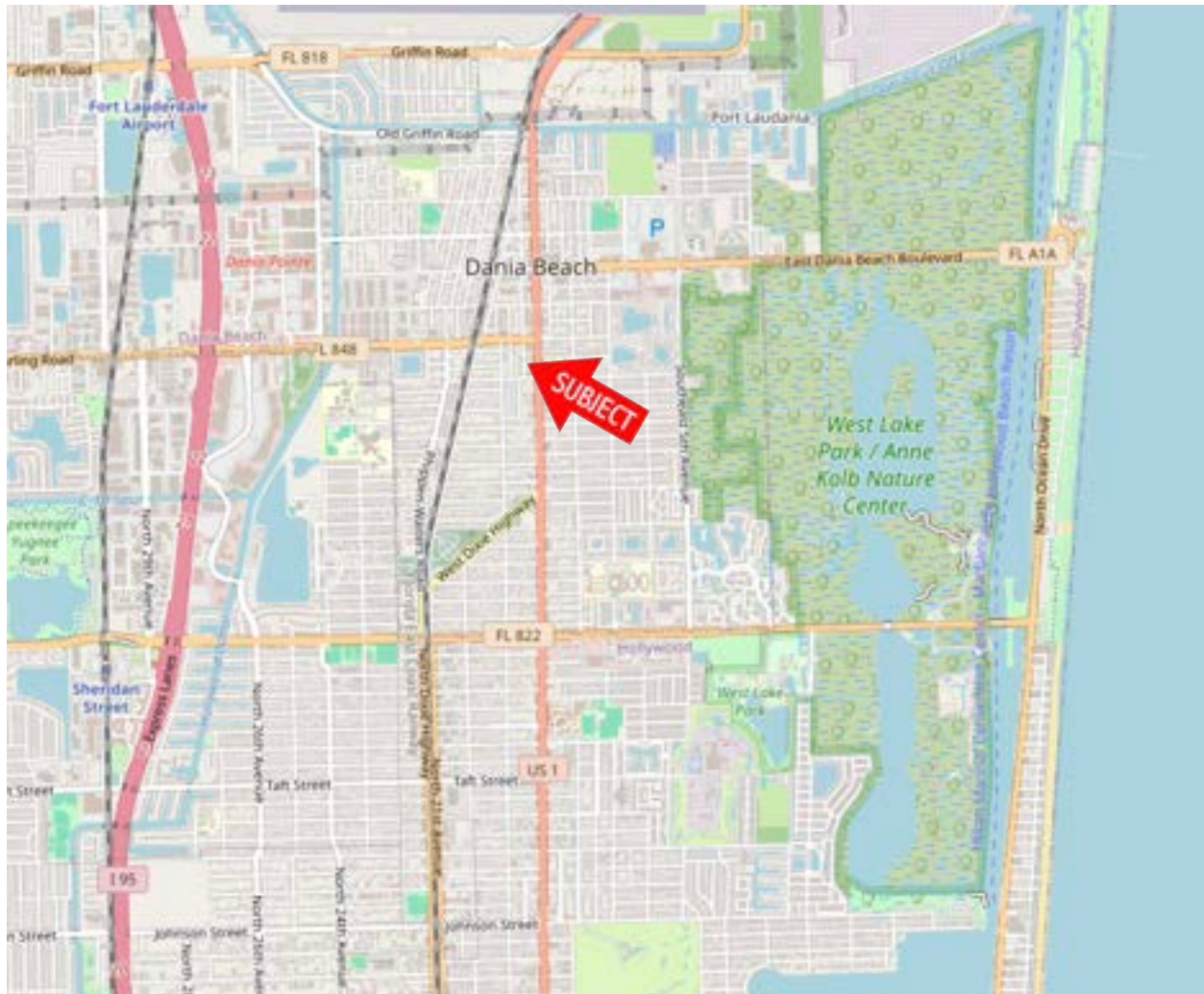
The Broward metropolitan area has eight major institutions of higher learning offering both undergraduate and graduate programs. In addition, the health care delivery system of Broward County has expanded significantly during the last 15 years and is considered sufficient for the current requirements.

One of the most attractive economic features of the State of Florida is the fact that there is no personal state income tax, no property tax on automobiles, no tangible personal property tax, and no sales tax on groceries, medicine, and medical care. However, there is currently a 6.5 percent sales tax. The absence of a state income tax provides for a comparatively low cost of living after comparison to other major metropolitan areas in the nation.

The subject property is located in the City of Dania Beach. Dania Beach, FL, is a city located in Broward County, Florida, situated along the southeastern coast of the state. It is part of the Miami metropolitan area. Dania Beach has a mix of urban and suburban characteristics. It offers a diverse range of residential properties, including single-family homes, apartments, and townhouses. The city also has a variety of commercial properties, including retail spaces and office buildings. Dania Beach is located near several large cities, including Fort Lauderdale, Hollywood, and Miami, providing access to a wide range of amenities and job opportunities. The local economy is supported by various industries, including tourism, retail, and services. The city's larger employers include businesses in the hospitality and entertainment sectors. The housing stock in Dania Beach caters to both residents and visitors, with options for rentals and homeownership. Prices can vary depending on the proximity to the beach and other amenities. There are numerous retailers and businesses in Dania Beach, ranging from local shops and restaurants to national chains. Some of the largest retailers in the area include grocery stores, shopping centers, and restaurants. The city offers various recreational activities, including parks, beaches, and cultural attractions. Residents and visitors can enjoy outdoor activities and entertainment options. Dania Beach is well-connected by major corridors, including Interstate 95, which provides easy access to nearby cities and other parts of Florida. Public transit options, such as buses, are available for local and regional transportation. The nearest major airport is Fort Lauderdale-Hollywood International Airport, located nearby, offering convenient air travel options for residents and tourists.

In conclusion, the property is an established location in eastern Broward County. Access to the area is excellent and there is a complementary mix of land uses. The long-term outlook for the area is favorable as the current economic conditions continue to strengthen.

Neighborhood Map



Property Description

Location

The property is located at the southwest corner of South Federal Highway and Southwest 4th Street in Dania Beach. The street address is 400 South Federal Highway, Dania Beach, Florida 33004.

Site Description

The property is rectangular in shape, containing a total of approximately 36,763 square feet. The property has approximately 145 feet of frontage on Federal Highway and a depth of approximately 250 feet.

Present Use

The property is improved with a residential building and a detached garage apartment.

Access

The property has frontage on the west side of Federal Highway. Federal Highway is a paved, four-lane roadway. There is no access to the property from Federal Highway. The property has frontage and access from Southwest 4th Street, a local street that extends west from Federal Highway to Southwest 4th Avenue. Access to the property is considered good.

Topography/Soil Conditions

The site is generally level and at grade with the surrounding properties and roadways. We have not investigated the existence of any hazardous or toxic wastes on the site and assume there are no such conditions.

Utilities

Utilities including water, sewer, electric and telephone are currently available to the site.

Flood Zone

The property is located in Flood Zone X, an area with 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile, according to Flood Insurance Rate Map Community Panel Number 12011C0567J dated July 31, 2024. This flood zone is not considered a special hazard flood zone.

Conclusion

The property is ideally located on Federal Highway with good visibility and positive/complimentary surrounding property uses. The subject is considered a typical site and as such presents a normal development potential. Overall, the property is considered average for functional utility as compared to other similar sites.

Improvement Description

Overview

The property is improved with an approximate 4,052 square foot, two-story residential building with six bedrooms and three bathrooms. The building was built in 1924 by one of the city's pioneers, Martin Frost. In addition, to the main residential building, there is a detached approximate 1,372 square foot, two-story garage/apartment building. The main residential building has a fireplace, exposed wood beam ceiling and wood floors. There are package air-conditioning units and the windows are protected by automatic storm shutters. The kitchen has been updated with granite countertops and new appliances. The inspection was limited due to the amount of personal property located in the property and the condition of the improvements. The owner reported that there is a rat infestation, and there was evidence of this within the interior of the residence.

We were not permitted to inspect the interior of the garage/apartment building. We were told that the ground floor is a garage and the top floor is an apartment unit.

Site Improvements

The site improvements include an asphalt-paved driveway and parking area and a pond in the front of the property. There is extensive landscaping throughout; however, the landscaping has not been maintained.

Occupancy Status

The property is currently vacant.

Quality and Condition

The improvements are of good quality construction. The property is in fair condition. In addition to the previously mentioned rat infestation, there is evidence of a roof leak.

Functional Utility

The improvements appear to be adequately suited to their current use.

Deferred Maintenance

As previously mentioned, there is evidence of a roof leak and a rat infestation. We do recommend a complete building inspection by a qualified building inspector.

Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.

Personal Property

The interior of the residence was filled with personal belongings, however; these are not included in our valuation.

Zoning

The property is currently zoned SFED-MU, South Federal Highway Corridor Mixed-Use District, by the City of Dania Beach. The purpose and intent of this district is to redevelop the corridor with emphasis on the pedestrian and street life consistent with TOD principals. This will be accomplished by building close to the street, relocating parking facilities behind buildings, and mixing residential and commercial uses at medium intensities, designed to create interest and investment in the immediate neighborhood. The maximum density is 25 units per acre with the potential of up to 50 dwelling units per acre with density bonus. The max FAR is 4.0. Allowed uses include multifamily, commercial, mixed-use, entertainment, lodging, civic and institutional and transportation.

Historic Designation

According to the City of Dania Beach, the Martin Frost House is significant at the local level in the area of architecture and community planning and development and may be eligible for listing in the National Register of Historic Places. The house is associated with Martin C. Frost, one of Florida's largest tomato farmers and a Dania politician and developer. The residence stands in the Dania Heights subdivision, which Martin Frost opened for development in October 1923. The dwelling was completed by the following year by Edgar S. Tubbs, a local contractor.

The property possessed significance as one of the largest and best executed examples of the Mediterranean Revival style in the city. The residence typifies the exuberant architecture of South Florida during the land boom of the 1920's. In addition, it stands as one of the best-preserved historic building in the city along Federal Highway. Indeed, few building in Dania Beach better portray the city's heritage than the Martin Frost House.

The property has been designated as historic by the City of Dania Beach commission. As such, any property designated historic must follow the historic preservation ordinance of Broward County (since the City of Dania Beach does not have a certified Dania Beach Historical Review Board). Any changes to a designated property must receive a certificate of appropriateness by the Broward County Historical Preservation Board. We have spoken to members of the Historic Preservation Board staff and they have indicated that the likelihood of the removal of the historic designation is unlikely. However, a change of use (adaption) would likely be successful. Potential uses for the property, given the location in a commercial corridor, would include restaurant, office or retail uses.

Real Estate Taxes

The subject property is assessed under two folios by the Broward County Property Appraiser's Office. The taxes for the property, according to the records of the Broward County Property Appraiser, are as follows:

Folio Number	51-42-03-04-0080	51-42-03-04-0220	Total
Assessment Year	2024	2024	
Land Value	\$330,870	\$58,820	\$389,690
Improvement Value	\$649,180	\$78,910	\$728,090
Market Value	\$980,050	\$137,730	\$1,117,780
Assessed Value	\$980,050	\$137,730	\$1,117,780
Real Estate Taxes (2024)	\$20,254.23	\$3,311.88	\$23,566.11

HARRY C. NEWSTREET & ASSOCIATES

Highest and Best Use

Highest and best use is defined in the 15th Edition of the *Appraisal of Real Estate*, as published by the Appraisal Institute, copyright 2020, as “The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.”

It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

The highest and best use of the land or site, as vacant, and available for use may be different from the highest and best use of the property improved. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the value of the site. This can also be true when the present improvements are legally non-conforming, but would not be permitted as a new building under current zoning/land use regulations. Three tests must be met in the estimation of the highest and best use. The use must be legal and probable, not speculative or conjectural. A demand for the use must exist and yield the highest net return to the land for the longest period of time. These tests are applied to improved as well as vacant property. To arrive at the estimate of highest and best use, the subject site was analyzed.

The subject property is of sufficient size and shape to physically accommodate a variety of potential uses. The surrounding uses are primarily commercial and residential uses.

A review of possible uses of the subject site takes into account those uses that would be permitted relative to the existing zoning or potential zoning and/or deed restrictions that are associated with the site. We have not done a formal title search; it is our assumption that there are no deed restrictions that would restrict the property's use. Currently, the subject is zoned for commercial, residential and mixed-uses. The highest and best use, as if vacant, is for commercial, residential mixed-use development.

We have considered the subject property as improved. The residential improvements on the property were originally constructed in 1924 and is considered an historic property. As such, redevelopment of the property is very limited. However, it is possible to repurpose the existing improvements for another use. In our opinion, the subject's existing improvements contribute value over and above the land value. Therefore, the highest and best use, as improved, is to repurpose the existing improvements for another use, including office, retail or restaurant use. Conversion to any of these uses would require minimal impacts to the existing improvements.

Sales Comparison Approach to Value

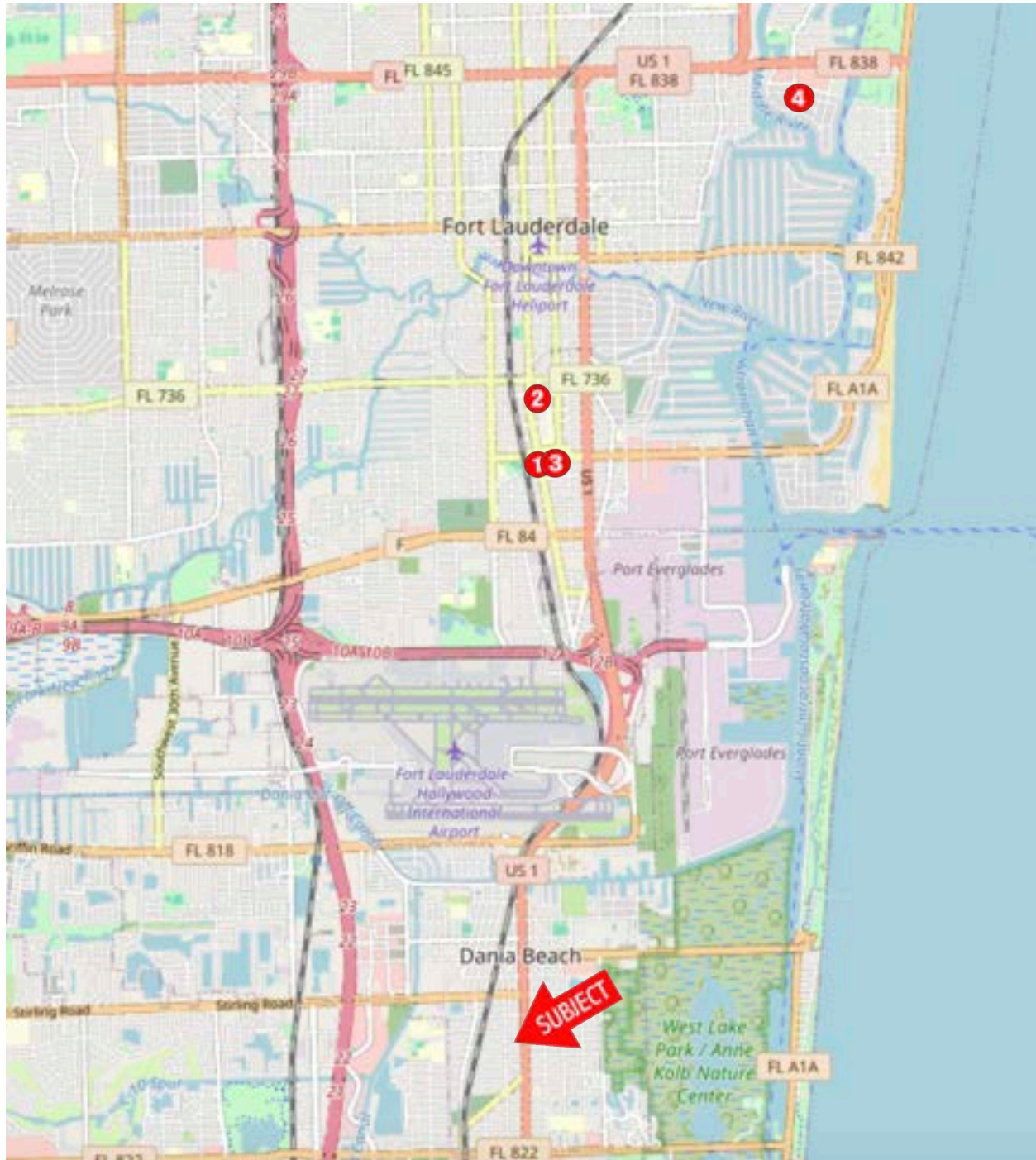
The Sales Comparison Approach draws heavily upon the principle of substitution. In essence, this principle states that a prudent purchaser will pay no more for any particular property than it would cost him to acquire an equally desirable alternate property. This approach consists of the comparison of similar properties which have recently been sold or which are currently being offered for sale, to the subject property. This comparison process involves making adjustments between the subject property and the comparable properties on an item-by-item basis. The factors considered in the comparison include location, date of sale, conditions of the sale, (including financial terms), and physical characteristics. The subject property is the standard and the adjustments are made to the sale price of the comparable property in order to arrive at an indication of value for the subject.

The weakness of this approach includes the fact that there may be inadequate data in the marketplace to justify its use; the fact that it is based upon historical data rather than future expectations; and also the fact that the conditions of comparability may not closely conform to the subject property. Its strength lies in the fact that it reflects actual market behavior of typical purchasers under current market conditions. In short, the reliability of this approach depends upon the similarity of the comparable properties, verification of sales data, the conditions under which the property is sold, and the date of the sale.

Sales Summary Table

Sale	Subject	1	2	3	4
Address	400 S. Federal Highway Dania Beach	16 SE 18 th Street Ft. Lauderdale	1321 S. Andrews Ave. Ft. Lauderdale	400 SE 18 th Ave. Ft. Lauderdale	2328-2330 NE 9 th St. Ft. Lauderdale
Folio	51-42-03-04-0080/0220	50-42-15-10-3530	50-42-15-10-1160	50-42-15-10-4100	50-42-01-32-0450
Property Type	Commercial Reuse	Office	Office	Office	Office
Land Size (SF)	36,763	6,250	6,250	13,878	14,434
Building Size (SF)	5,424	1,809	1,529	1,583	2,431
Land/Bldg Ratio	6.78	3.45	4.09	8.77	5.94
Year Built	1924	1938	1957	1958	1955
Parking	Adequate	Adequate	Adequate	Adequate	Adequate
Sale Date		7/17/23	7/11/23	12/29/22	12/20/22
Inst. #:		118989613	119002425	118585805	118590477
Grantor		18 th -16 Properties, LLC	Office at 1321, LLC	Lloyd and Nancy Procton	Fam9, LLC
Grantee		Surgical Steel Properties, LLC	Hector and Nancy DiCarlo	Briami Group, LLC	2330 Northeast 9 th Street, LLC
Sale Price		\$750,000	\$1,250,000	\$1,200,000	\$1,683,000
Price per SF		\$415	\$726	\$758	\$692
Property Rights Conv.		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing		Cash	Cash	Cash	Cash
Conditions of Sale		Arm's-Length	Arm's-Length	Arm's-Length	Arm's-Length
Zoning	SFED-MU	SRAC-SAe	SRAC-SAe	RO	ROC

Comparable Sales Location Map



Photographs of the Sales

Sale 1



Sale 2



Sale 3



Sale 4



Sales Discussion

Sale 1 is the sale of a one-story office building. The building is used as a pet surgery center. The building was originally built in 1938 and renovated in 2018. The sale occurred on July 17, 2023 with a total price paid of \$725,000, or \$415 per square foot.

Sale 2 is the sale of a recently remodeled one-story medical office building. The sale occurred on July 11, 2023 with a total price paid of \$1,250,000, or \$726 per square foot.

Sale 3 is the sale of a one-story office. The sale occurred on December 29, 2022 with a total price paid of \$1,200,000, or \$758 per square foot.

Sale 4 is the sale of a one-story dental office. The sale occurred on December 20, 2022 with a total price paid of \$1,683,000, or \$692 per square foot.

Direct Comparison of Sales

In considering the sales, various factors are evaluated in a logical sequence. The following discussion illustrates the steps undertaken in our analysis.

Property Rights Conveyed/

The subject property is currently vacant. The sales were all purchased for owner-occupancy or leased at market rates. No adjustments are required for property rights conveyed.

Condition of Sale

All of the sales were arm's-length transactions. No adjustments are required for condition of sales conveyed.

Financing

The financing for each of the sales has been analyzed. All of the sales consisted of cash to seller or private financing at market rates and therefore, the cash equivalent price is equal to the sales price.

Market Conditions

The sales took place in a date range of December 2022 through July 2023. Real estate values have remained relatively stable over this time period. No adjustment is required.

Location

The subject is located on Federal Highway in Dania Beach. Sales 1, 2 and 3 are located in close proximity to Broward General Hospital. The location for these three sales is considered as superior. These three sales are adjusted downward 10%. Sale 4 is located near the Gallaria Mall and is considered as similar.

Access/Exposure

The subject is located on Federal Highway, a major arterial roadway. Sales 1, 3 and 4 are all located on neighborhood streets and are considered inferior for access and exposure. Each sale is adjusted upward 5%. Sale 2 is considered to have similar access and exposure.

Size

The subject is approximately 5,424 square feet in size. The sales range from 1,529 to 2,431 square feet in size. The sales are considered superior for size and each is adjusted downward 5%.

Building Condition/Quality

The subject is currently a vacant residential structure in fair condition with some deferred maintenance. The subject does have several unique construction features including exposed wood beam ceilings and wood floors. The comparable sales are all in superior condition and are currently built out as offices. The sales are each adjusted downward 20%. This 20% adjustment factors the deferred maintenance and the cost to convert to an office use.

Land to Building Ratio

The subject has a land to building ratio of 6.78. As the land to building ratio increases, there is additional area for parking and other site features. Sales 1 and 2 had significantly smaller land to building ratios and each was adjusted upward 5%.

Historic Designation

The subject is designated as an historic structure, which limits the ability of the property owner to modify the exterior of the building and/or redevelop the property. However, as a repurposed property, the historic designation can add prestige to the property. Given these two balancing factors, it is our opinion that no adjustment is necessary.

Sales Analysis Summary

Sale	1	2	3	4
Sale Price/SF	\$415	\$726	\$758	\$692
Property Rights Conv.	-	-	-	-
Financing	-	-	-	-
Conditions of Sale	-	-	-	-
Market Conditions	-	-	-	-
Adjusted \$/SF	\$415	\$726	\$758	\$692
Location	-10%	-10%	-10%	-
Access/Exposure	5%	-	5%	5%
Size	-5%	-5%	-5%	-5%
Bldg. Condition/Quality	-20%	-20%	-20%	-20%
Historic Designation	-	-	-	-
Land/Building Ratio	5%	5%	-	-
Total Adjustment %	-25%	-30%	-30%	-20%
Total Adjustment \$	-\$104	-\$218	-\$227	-\$138
Overall Indication	\$311	\$508	\$531	\$554

Sales Comparison Approach to Value - Conclusion

In valuing the property, we have considered four sales comparables. The sales range in total price from \$750,000 to \$1,683,000. These sales range in price per square foot from \$415 to \$758. The sales range in date from December 2022 through July 2023. The property sizes range from 1,529 to 2,431 square feet. In our analysis of the property we have considered several factors. We have considered the property rights conveyed, the condition of sale, financing, market conditions, location, access/exposure, size and building condition and quality, historic designation and land to building ratio.

In valuing the subject property, we have researched the market for similar properties and have considered these four comparable sales. We have utilized the price per square foot basis of comparison in our analysis. After adjustments, the sales range in price per square foot from \$311 to \$554. The average price is \$476 and the median price is \$519. Based on all factors, a unit value of \$500 per square foot is well supported and has been estimated for the property. This indicates the following for the total property:

Sales Comparison Approach to Value	
Price per Square Foot	\$500
Property Size	5,424
Indicated Value	\$2,712,000
Rounded to	\$2,710,000

Reconciliation

Reconciliation is the process whereby the appraiser reviews the relative strengths and weaknesses of each approach that was developed within the appraisal. Consideration is given to the strength and reliability of the data utilized, as well as the confidence the appraiser has in the judgments and conclusions reached for each approach that was developed within the appraisal. The outcome of the reconciliation process is the final value estimate for the subject property.

In forming an opinion of the market value of the subject property, we have considered the Sales Comparison Approach to Value only.

Cost Approach to Value	N/A
Sales Comparison Approach to Value	\$2,710,000
Income Approach to Value	N/A

The Sales Comparison Approach indicated a value of \$2,710,000. The strength of this approach is the fact that there were sufficient comparables that were similar to the subject. The weakness of this approach lies in the accuracy of the analysis made for the differences between the subject and the comparables. This approach is generally given significant weight by market participants.

We have placed sole reliance upon the Sales Comparison Approach to Value. In our opinion, the market value of the subject property, as of August 13, 2024 is as follows:

**Two Million Seven Hundred and Ten Thousand Dollars
(\$2,710,000)**

Certification of Value

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No other person provided significant real property appraisal assistance to the person signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Harry C. Newstreet, MAI
State Certified General Real Estate Appraiser No. 2278

General Assumptions and Limiting Conditions

This appraisal report has been made with the following general assumptions:

No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described and considered in the appraisal report.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

General Assumptions and Limiting Conditions

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.

Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.

Any opinion of value provided in this report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.

General Assumptions and Limiting Conditions

The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are therefore, subject to changes with future conditions.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in forming an opinion of the market value of this property.

Addendum



HARRY C. NEWSTREET & ASSOCIATES

Harry C. Newstreet, MAI

Mr. Newstreet is the President of Harry C. Newstreet & Associates, which is based in Boca Raton, Florida.

Mr. Newstreet takes pride in his recognition for prompt preparation and timely delivery of well-documented appraisals. His commitment to excellence ensures in his clients the confidence that their unique requirements will be handled in an expeditious, professional and accurate manner.

Mr. Newstreet can perform a wide variety of real estate services that cover the entire spectrum of the real estate appraisal field including property appraisal, acquisition, feasibility, development and counseling, as well as in specialized areas such as expert witness testimony in condemnation for right-of-way, valuation, tax problems and other real estate matters.

Mr. Newstreet has completed both form and narrative appraisals of nearly every variety of residential and commercial property.

Education

- Florida State University – Bachelor of Science, December 1989
- Numerous appraisal related seminars and classes
- Certified by the Appraisal Institute for Continuing Education

Instructor

- Former Adjunct Professor: Florida Atlantic University, College of Business, Real Estate Section

Licenses

- State Certified General Real Estate Appraiser No. 2278 (Florida)
- State Certified General Real Estate Appraiser No. A9174 (North Carolina)

Professional Associations

- Member of the Appraisal Institute (MAI) No. 12441

Publications

- Smoothing Wrinkles in the Spread: Special Assessment Issues – Appraisal Journal April 2000

Lectures

- The Development Timeline – SFWMD Seminar, May 2004
- Appraisal Issues in CRA's – FAR Convention, September 2004

Expert Witness

- Qualified as an Expert Witness in Federal and State Courts

Experience

- 1993/1994 – Pederson & Trask
- 1995 Rex Consulting
- 1996-1998 – Real Property Analysts, Inc.
- 1998-2004 – Newstreet-Miller & Associates
- 2005 - 2011 – Harry C. Newstreet & Associates
- 2011 – 2015 – Integra Realty Resources
- 2015 – 2016 – Cushman & Wakefield
- 2016 – Present – Harry C. Newstreet & Associates
- 2021 – Present – Bowery Valuation

Locations

- FL, GA, NY, NH, NC, SC, TN, KY, WA, AL, PA, TX, VA, WI, MI

APPRAISAL REPORT

OF



HISTORICALLY DESIGNATED PROPERTY

**400 S. FEDERAL HIGHWAY,
DANIA BEACH, FLORIDA**

**EFFECTIVE DATE OF APPRAISAL
DECEMBER 9, 2024**

PREPARED FOR

**MS. CHRISTINE LOTTIER
OFFICE MANAGER
CITY OF DANIA BEACH
100 W. DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004**

INTRODUCTION AND PREMISES OF THE APPRAISAL

December 10, 2024

Ms. Christine Lottier
Office Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Re: Owner: Lawrence Barry Brown
Historically Designated Property
400 S. Federal
Dania Beach, Fl. 33004

Dear Ms. Lottier

Per your request, I have reviewed the above captioned property for the purpose of providing you with an opinion of the market value for the above referenced property as vacant and as improved. This appraisal assignment involved the preparation of an appraisal report which summarizes the appraiser's analysis and rationale for the conclusions. The purpose of this appraisal is to form an opinion of the market value, both as vacant and as improved, for the property located at 400 S. Federal Highway, Dania Beach, Florida. The function of this report is for the client's use in their internal planning and negotiations with the property owners. The intended users of the report are our client (City of Dania Beach), The City of Dania Beach Commission and their respective legal counsel and representatives. This appraisal assignment pertains to an improved property with a historic designation.

The subject consists of 36,763 Square Feet of land, 4,082 square feet of building area in the two-story residence and a two-story detached living/2-car garage. The subject property is located on the southwest corner of SW 4th Street and S. Federal Highway, with an address of 400 S. Federal Highway in Dania Beach. For the purpose of this appraisal, I have considered the parcel as set forth in the attached sketches and estimated the market value of the subject as of our latest inspection.

Ms. Lottier
December 10, 2024
Page 2

I have prepared the attached **Appraisal Report**, which contains a recapitulation of the data utilized to form an opinion of the market value of the whole property. The property is known as the Martin C. Frost Residence located at 400 South Federal Highway in Dania Beach. The City of Dania Beach designated this structure as a historic property in 2000 by Ordinance Number 2000-038, see further information in addendum: If any additional data is required, please advise. Based upon my inspection of the property and market data analysis, it is my opinion of the market value of the property as described herein, as of December 9, 2024, as follows:

AS IMPROVED
TWO MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS
(\$2,770,000)

Sincerely,



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

100: CERTIFICATE OF VALUE

I certify that, to the best of our knowledge and belief:

— The statements of fact contained in this report are true and correct.

— The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.

— I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

— My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimated, the attainment of a stipulated result, or the occurrence of a subsequent event.

— My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice of The American Society of Appraisers and The Appraisal Foundation.

— I have made a personal inspection of the property that is the subject of this report. I have not performed any services regarding the property as an appraiser or in any other capacity during the past three years.

— John Zink and Benjamin Manburg provided significant professional assistance in the preparation of this report including research and sales data collection.

— My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.

— I have met or exceeded the minimum prescribed educational requirements for Recertification as an Accredited Senior Appraiser (ASA) of the American Society of Appraisers.



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

ADDENDA TO CERTIFICATE(S) OF VALUE

Supplemental to the foregoing Certificate(s) of Value is the following certificate. I certify that, to the best of my knowledge and belief, except otherwise noted in this report:

- I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the American Society of Appraisers and to review by its duly authorized representatives. In addition, the report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Board.
- Robert D. Miller, ASA, State Certified General Real Estate Appraiser RZ1270 (expires 11/30/2026).

A list of the Qualifying and Limiting Conditions follows in the report and is made a part hereof by reference thereto.

COMPETENCY PROVISION

Appraisers

This appraisal assignment is being performed for the purpose of estimating the market value for land and improvements for the property at 400 S. Federal Highway in Dania Beach, Florida. The function of this report is for internal planning uses of the client in their negotiations with the owners. The intended users of the report are our client (City of Dania Beach), The City Commission, the purchaser and their respective legal counsel and representatives.

The appraiser has complied with the Competency Provision and has the knowledge and expertise necessary to complete the assignment competently. Mr. Miller has appraised Improved properties in the Broward area and specifically in Dania Beach over past several years. Further, Mr. Miller has completed appraisal assignments with Historically Designated improvements. I certify that I have been appraising these types of properties for more than 42 years in the State of Florida.

December 10, 2024

Date


Robert D. Miller, ASA

TABLE OF CONTENTS

INTRODUCTION AND PREMISES OF THE APPRAISAL

Letter of Transmittal	i
Certificate of Value	1
Addenda to the Certificate of Value	2
Table of Contents	3
Assumptions and Limiting Conditions	4
Summary of Salient Facts and Conclusions	6
Type of Report Format	7
Purpose, Intended Use, Intended User of the Appraisal	7
Definition of Market Value	8
Property Rights (Interest) Appraised	9
Scope (Extent of Process of Collecting, Confirming and Reporting Data)	11
Appraisal Problem	13

PRESENTATION OF DATA

Identification of Property and Legal Description	14
Description of Area and Neighborhood	18
Description of Property, Photographs and Sketches	21
Zoning, Land Use Plan, Concurrency	28
Assessed Value, Taxes and Special Assessments	31
History of Property	33
Exposure Time	34
Public and Private Restrictions	34

ANALYSIS OF DATA AND CONCLUSION

Highest and Best Use Analyses	35
Highest and Best Use Conclusion	37
Approaches to Value Used and Excluded	38
Land Valuation	40
Conclusion of Land Value	45
Market Rent Estimate	46

ADDENDA

Most Recent Deed
Sales Data Sheets
Historic Property Information
Qualifications of Appraiser

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished to the appraiser is assumed to be correct. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

All existing liens and encumbrances have been considered; however, the property is appraised as though free and clear, under responsible ownership and competent management.

The information, estimates and opinions identified in this report as being furnished to the appraiser by others is believed to be reliable; however, the appraiser assumes no responsibility for its accuracy.

I have not inspected or tested the soil or subsoil, and I am therefore unable to report that any such part of the subject property is free from defect or in such condition as to render the subject property less valuable. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and any improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution, if any, of the total valuation in this report between land and any improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety.

The appraiser herein by reason of the appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in questions unless arrangements have been previously made.

Neither all, nor part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY LOCATION: The subject property is located at 400 S. Federal Highway, Dania Beach, Fl. 33004 on the SW corner of SW 4th Street and S Federal Highway.

OWNER'S NAME/ADDRESS: Lawrence Barry Brown
905 Exeter Crest
Villanova, PA 19085

INSPECTION DATES: November 12, 2024 and December 9, 2024

NAMES OF PERSONS WHO ACCOMPANIED APPRAISER AT INSPECTION: Robert Miller performed an exterior inspection only on November 12, 2024 and an interior inspection accompanied by the owner on December 9, 2024.

EXTENT OF INSPECTION: Site inspection of the fee simple lands.

FOLIO NUMBER(s): 5142-03-04-0080
5142-03-04-0220

TYPE OF PROPERTY: The subject parcel is currently improved with a single-family residence, deemed historic by the Broward Preservation Society and the City of Dania Beach.

PROPERTY SIZES: 36,763 Square Feet or .844 Acres-whole property

BUILDING SIZES: 4,082 square feet of air-conditioned living area in the two-story main house and 1056 square feet of area in the two-story detached garage with 528 square feet of living area on the 2nd floor and 528 square feet of garage area on the first floor which totals 4,610 Square Feet of air-conditioned area.

ZONING/FUTURE LAND USE: SFED-MU - South Federal Highway Corridor Mixed Use District.

HIGHEST AND BEST USE: Commercial/Office Use

DATE OF VALUE: December 9, 2024

TYPE OF REPORT FORMAT

The appraisal is of the estimate of the market value of the land & improvements and is prepared in a Narrative Appraisal Report format in accordance with the Uniform Standards of Appraisal Practice Standards. Certain discussions are brief, and some information considered is not included in this report and is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of USPAP.

This appraisal assignment involved the preparation of an Appraisal Report, which summarizes the appraiser's analysis and rationale for the conclusions. The appraisal assignment pertains to forming an opinion of the estimated fee simple market value of the whole property. I utilized the market approach to value for the comparable improved properties to form an opinion of the market value of the fee simple interest of the subject property land. I used the Cost Approach to value to form an opinion of value for the improvements on site.

PURPOSE, INTENDED USE, INTENDED USER OF THE APPRAISAL

The purpose of this appraisal is to form an opinion of the market value of the subject property. The function of this report is to act as an aid in the internal planning and negotiation process with the property owners and the City of Dania Beach. The intended users of the report are the City of Dania Beach, The City Commission and their respective legal counsel and representatives. The client in this assignment is the City of Dania Beach.

DEFINITION OF MARKET VALUE

The following market value definition is found in Florida case law, (***Florida State Road Department vs. Stack, 231 So.2d 859 Fla., 1st DCA 1969***) and is the acceptable and preferred definition of market value:

"Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied." The willing buyer and willing seller test include consideration of the following:

-1. A fair sale resulting from fair negotiations,
-2. Neither party acting under compulsion (this eliminates forced liquidation or sale at auction),
-3. Both parties have knowledge of all relevant facts,
-4. A sale without peculiar or special circumstances,
-5. A reasonable time to find a buyer.

PROPERTY RIGHTS (INTEREST) APPRAISED

Property Interest Appraised:

For the whole property, the property rights appraised are fee simple title ownership with due consideration given to any restrictions of use of the property. "Fee Simple Estate" is defined in *The Dictionary of Real Estate Appraisal*, Fifth Edition, Appraisal Institute, 2010, Page 78, as: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." The valuation on this assignment will be for a fee simple market value of the land only and a market rental rate will also be determined.

Interest Other than Owner Occupant:

None

PROPERTY RIGHTS (INTEREST) APPRAISED

Real Property Interest Previously Conveyed:

I am not aware of any other interests, encumbrances or easements which affect the market value with the exception of the property's historic designation.

Encumbrances:

The property is designated as historic by the City of Dania Beach. Therefore, it is assumed that this designation will remain intact and that redevelopment is limited.

Non-Realty Items Appraised:

None

SCOPE (EXTENT OF PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA)

I have compiled all the necessary data in order to formulate an opinion of the market value of the whole property. I have presented the applicable data in this Appraisal Report. Any additional supporting data can be found in my working file. The scope of the appraisal involved inspections of the subject property and surrounding area to develop a better understanding of the growth patterns, property types and economic uses of the subject neighborhood. The scope of this assignment is to provide a market value of the historically designated whole property. In preparing my report, I have reviewed and relied upon the following data.

1. I reviewed sales and listings of vacant land properties throughout the Broward County area over the past two years.
2. Review of public records for all pertinent sales data including appraiser land records, deeds, etc. I retrieved sales data from CoStar, LoopNet, MLS, news articles, the Property Appraiser's Office, and local contacts. In addition, conversations were held with local real estate brokers, communication representatives and communication leasing agents concerning local conditions, development activity and a review of valuations.
3. Reviewed and considered the sales history of the subject property and neighborhood.
4. Review of Broward County and the City of Dania Beach, neighborhood trends.
5. Inspection of neighborhood and analysis of land use patterns and trends in the City of Dania Beach.
6. Physical inspection of subject property and all comparable land sales utilized in this report. Furthermore, the data relied upon was confirmed through knowledgeable parties to the transactions. Copies of the sale sheets and deeds are included in the Addenda of the report. The data relied upon is believed to be accurate, but the appraiser assumes no responsibility for its accuracy. Analysis and review of the market revealed data considered to be reliable to arrive at an opinion of market value which is supportable for the subject property.
7. Reviewed and relied on sketches and legal descriptions as of the inspection date for this report for the size and descriptions of the area. Please see the legal descriptions and sketches in the report.
8. Reviewed and considered the limitation on the preservation of the existing improvements.

In consideration of the scope of this assignment, I have valued the subject parcel as improved land. The subject property was field inspected, and I reviewed sketches and legal descriptions provided by the client and others to derive the site areas and dimensions for the parcel. Please see the sketches and legal descriptions later in the report.

A Market Approach was considered in my analysis when forming an opinion of the value of the land. In consideration of the historical designation of the improvements, the Cost Approach was considered in my analysis when forming an opinion of value of the improvements on the site. I have considered the improvements in this appraisal based on a depreciated cost new. The highest and best use of the site, in our opinion, would be for the repurpose of the residence for an office or commercial use, maintaining the structure as part of the Historical Designation.

To complete my appraisal, I have reviewed county records including property appraiser land records, deeds, etc. My analysis of Florida and Broward County as well as the City of Dania Beach considers factors affecting real estate which forms the basis of my analysis of the real estate market and the local and regional information is included in our working office file. This appraisal was prepared and includes the data relied upon together with the analysis and conclusions.

APPRAISAL PROBLEM

The appraisal problem is to form an opinion of the market value of the historically designated subject property (land and improvements).

The parcel is within the City of Dania Beach SFED-MU zoning district. The subject is currently under the ownership of Lawrence Barry Brown. It is my opinion the highest and best use is future office or commercial use maintaining the structure in consideration of the Historical Designation.

The subject is being appraised as being vacant and I have utilized the Sales Comparison Approach to value the land. Based on the unique nature of the property and in consideration of the Historical Designation, the Cost Approach to Value was relied on. These approaches were considered most applicable in arriving at my opinion of the subject's market value as vacant and as improved.

The highest and best use is based on surrounding uses and the existing zoning with no changes considered applicable. Therefore, the valuation will be based on the Market Approach to Value for the land which will be used in the analysis of the Cost Approach to Value. The Income approach to value is not applicable in this scenario.

PRESENTATION OF DATA

IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

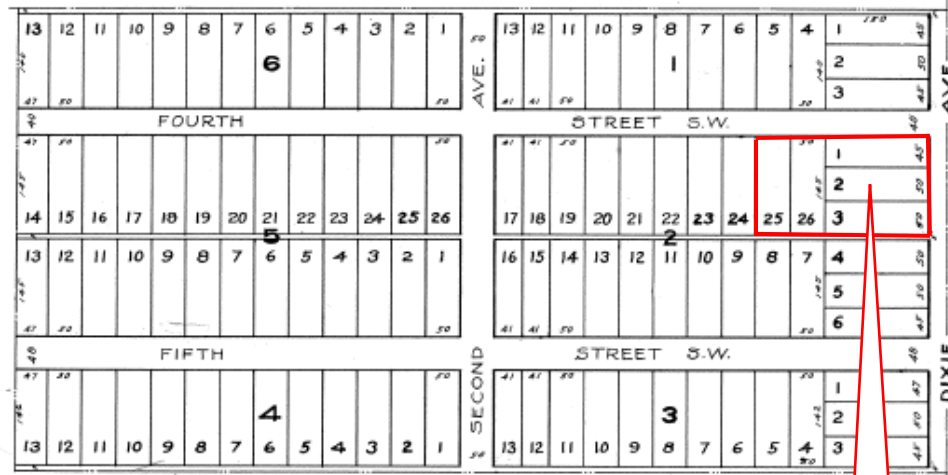
The subject parcel being appraised consists of 36,763 square feet of land area. The property was acquired by the owner through a life-estate deed granted to him from a family member (uncle). The subject consists of 2 parcels totaling 36,763 square feet of land area. The residence, built in 1924, is designated as a historic structure by the City of Dania Beach and is known as the Martin C. Frost Residence. The main house consists of 4,082 square feet of living area and is a 2-story structure with 6 bedrooms, and 3 bathrooms. There is a secondary detached 2-story garage/residential structure with 528 feet of living area on the 2nd floor and 528 square feet of garage area. Since the property has been designated as historic by the City of Dania Beach, the owners must follow the historic preservation ordinance of Broward County. Any changes to the buildings on site must be approved by the Broward County Historical Preservation Board and receive a certificate of approval. The legal description is as follows:

Lots 1, 2 and 3 less the Easterly 8 feet thereof for roadway, and Lots 25 and 26, Block 2 of DANIA HEIGHTS, according to the Plat thereof, as recorded in Plat Book 3, Page 22, of the Public Records of Broward County, Florida.

COPY OF SUBJECT PLAT

3-22

3-22



DANIA HEIGHTS

SUBDIVISION of N $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Sec. 3-T. 31 S - R. 42 E. in DANIA, BROWARD COUNTY, FLORIDA.

Subject

KNOW ALL MEN BY THESE PRESENTS:

That I, M.C. Frost, of Dania, County of Broward, State of Florida, have caused to be subdivided, in the manner shown on attached plat, the N $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Sec. 3-T. 31 S - R. 42 E. in the town of Dania, Broward County, Florida. The same to be known as DANIA HEIGHTS. All streets and avenues, as shown on said plat, are hereby dedicated to the public as thoroughfares. All alleys are 5 feet wide, and are for water pipe and electric lines, and are hereby dedicated to the public for these purposes. Reserving to myself, my heirs, administrators or assigns, the reversion or reversions thereof, whenever discontinued by law. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, this 21st day of October A.D. 1923.

STATE OF FLORIDA }
COUNTY OF BROWARD }

This day personally appeared before me, a Notary Public, M.C. Frost, to me well known to be the person described in the foregoing instrument of dedication, and acknowledged that he executed the same for the intentions and purposes therein set forth. WITNESS my hand and seal, hereunto affixed, this 21st day of October A.D. 1923.

M.C. Frost

WITNESSES { *Margaret P. Parker*
 M. C. Frost



STATE OF FLORIDA }
COUNTY OF BROWARD }

I, H.C. Davis, a Civil Engineer, do hereby certify that I have subdivided the N $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Sec. 3-T. 31 S - R. 42 E. in the manner shown on the attached plat, that the measurements and distances shown on said plat in feet and decimals thereof, were made on the ground and are true and correct to my best knowledge and belief.

IN WITNESS WHEREOF I have hereunto set my hand and seal This.....day of October A.D. 1923.

H.C. Davis
FLORIDA STATE REVENUE NO. 40

STATE OF FLORIDA }
COUNTY OF BROWARD }
I HEREBY CERTIFY that this is a true and correct copy of a map or plat as the same appears of record in Plat Book 3 at Page 22 of the public record of Broward County, Florida. WITNESS my hand and official seal in the City of Fort Lauderdale, FL, this 23rd day of Oct. A.D. 1923.
Wm. L. Dumas
County Clerk

DESCRIPTION OF AREA AND NEIGHBORHOOD

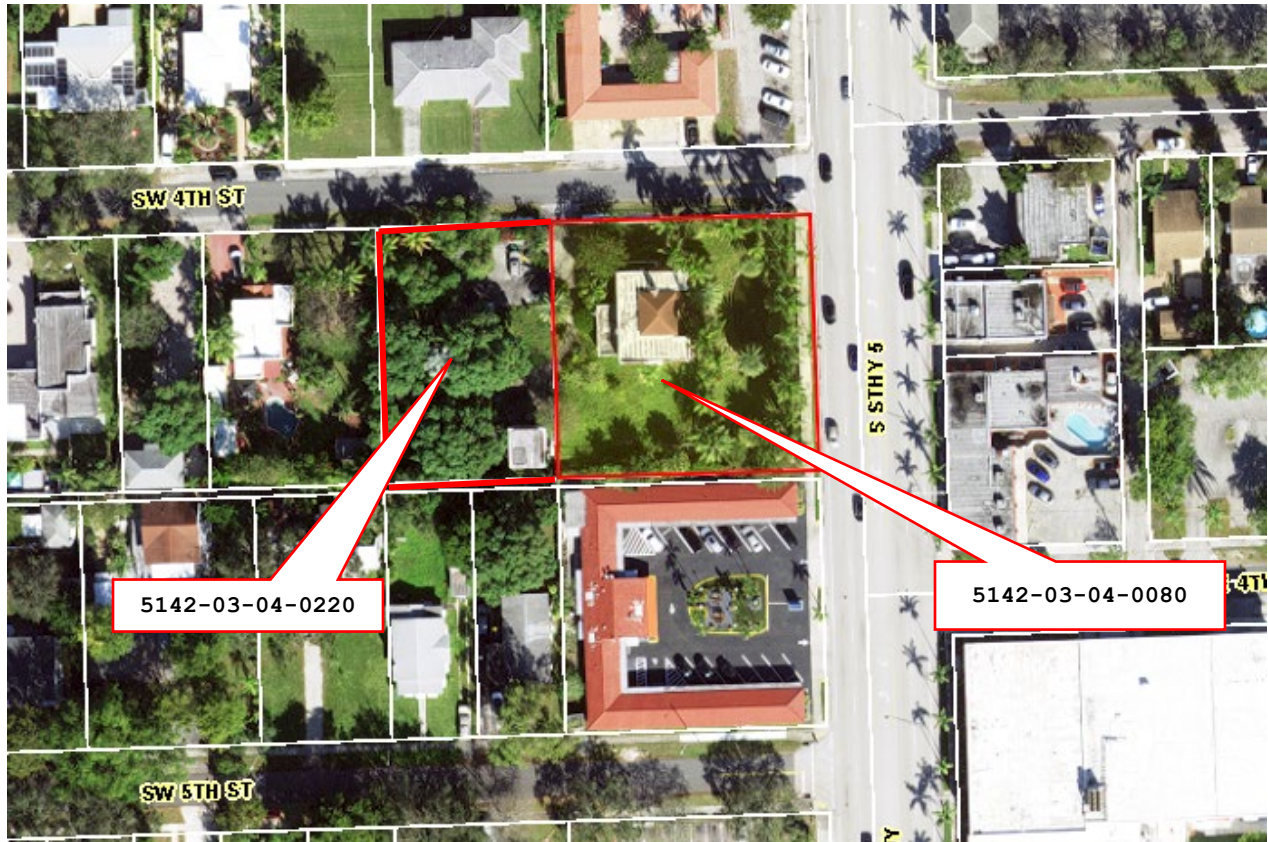
The subject property is located in the City of Dania Beach, Florida. Dania Beach is located in Broward County, situated along the southeastern coast. Dania Beach is part of the Miami metropolitan area. Per the 2020 census, the city has population of 31,723. The "Town of Dania" was incorporated in 1904. The name itself originated from the original 35 residents being farmers of Danish ancestry. The city is bordered by Fort Lauderdale to the north, Hollywood to the South, and Davie and Hollywood to the West.

The City of Dania Beach is conveniently located near Fort Lauderdale/Hollywood International Airport. It has its own beach, it is close to Interstate 95 and has several recreational amenities such as parks, beaches, and nightlife activities. The Casino at Dania Beach, located on Dania Beach Blvd, just east of S Federal Highway, offers a wide variety of activities such as gambling, dining, nightlife, and concerts. The City of Dania Beach was once considered home to one of the largest jai alai frontons in the world. However, today, the casino stopped offering professional jai alai in 2021 because it was not as profitable as the casino's other amenities.

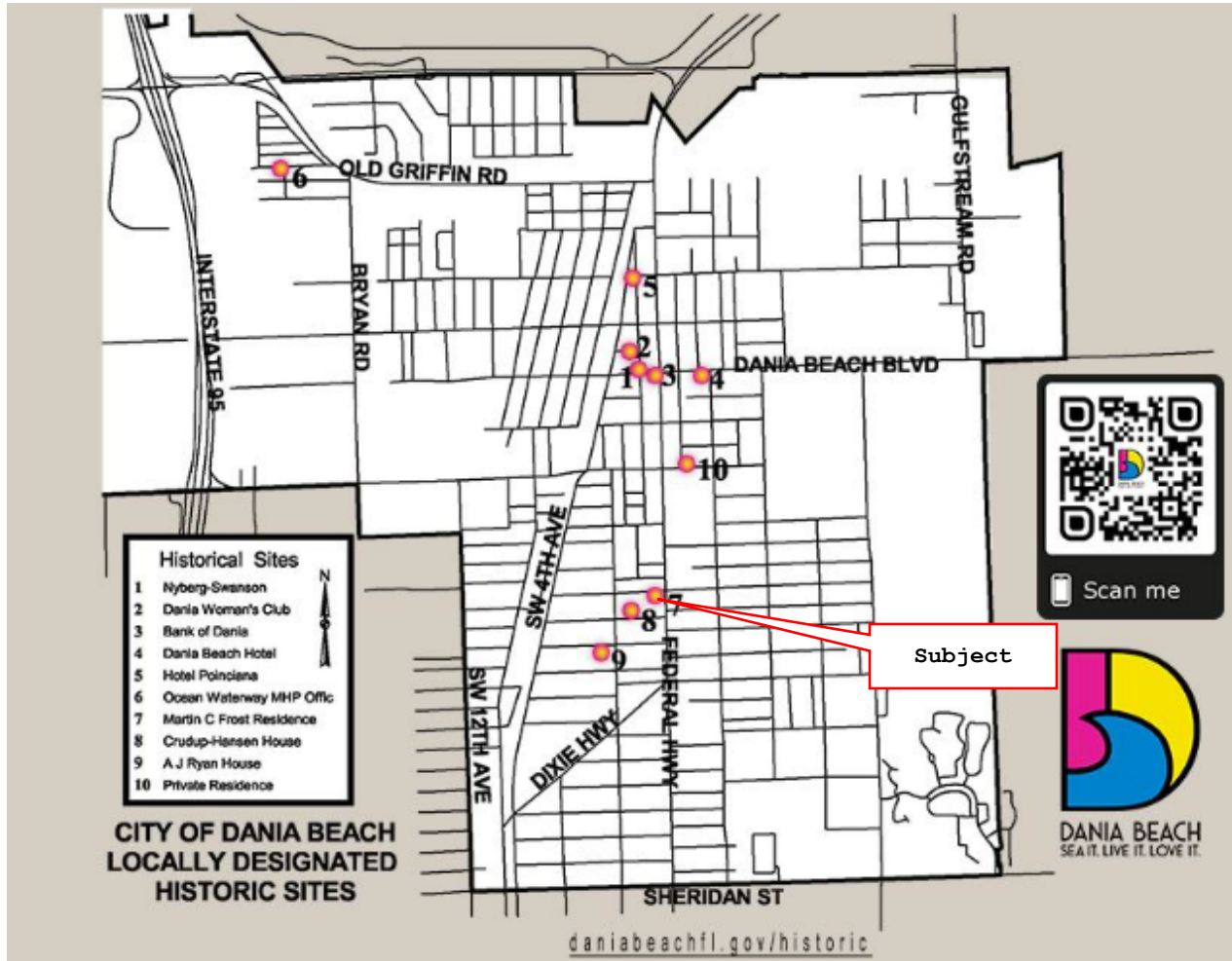
The City of Dania Beach has long been a sought-after location for winter tourism. The area has a history of visitation and winter residence by Canadian "snowbirds." However, recently with the surge of demand for housing in the Miami metropolitan area, Dania Beach has seen a surge in redevelopment. Dania Beach has seen an influx of families and young professionals moving into the area since the Covid-19 pandemic.

Overall, the surge in demand for housing in Broward County, the surge in business growth, and the continued redevelopment of the area have all made The City of Dania Beach a desired municipality to live and work in the greater South Florida area.

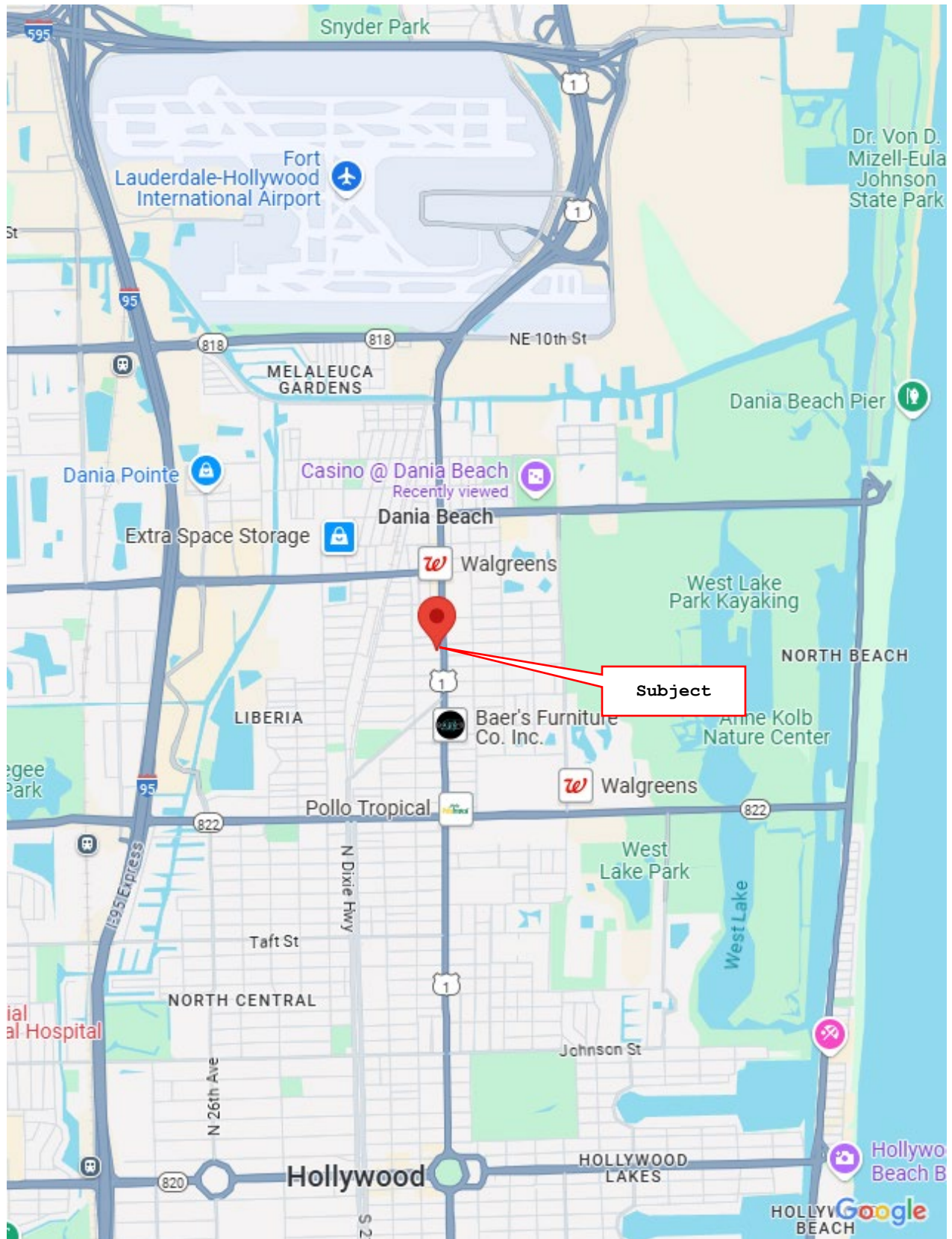
SUBJECT AERIAL
Aerial of subject property



Dania Beach Historic Properties



LOCATION MAP



DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES

PROPERTY TYPE /
EXISTING USE: The subject parcel is currently improved with a single-family residence designated as historic by the Broward County Historic Preservation Board.

Property Location: The property is located at 400 S. Federal Highway, Dania Beach, Florida 33004 on the SW corner of SW 4th Street and S Federal Highway

SITE SIZE: The whole property consists of 2 adjacent parcels with a total of 36,763 square feet of land area.

BUILDING SIZES: 4,082 Square Feet of air-conditioned area in the two-story main house and 528 Square Feet of air-conditioned area on the 2nd floor in the two-story detached garage.

SHAPE: Basically Rectangular

TOPOGRAPHY: The property is at grade with surrounding properties. Based upon visual inspection of the site as well as adjacent properties, the soil conditions are considered adequate.

ZONING/FUTURE LAND USE: SFED-MU - South Federal Highway Corridor Mixed Use District.

FLOOD ZONE: Zone X500, Flood Insurance Rate Map Community Panel Number 12011C0567J dated July 31, 2024, according to FEMA, Zone "X500" is defined as "Special Flood Hazard Area: No".

DRAINAGE: Based on our inspection, the drainage appears adequate under normal observed typical conditions on the day of the appraiser's inspection.

SOIL CHARACTERISTICS: No soil samples were taken or analyzed by the appraiser as this is beyond the scope of the appraiser's duties.

UTILITIES: All utilities are readily available to the subject and surrounding properties.

SITE IMPROVEMENTS: The site is improved with as single family residence, a detached 2 story garage/living area, landscaping, paving, and lighting. The site is protected with a stone and metal railing fence with two pedestrian gates and an electronic entrance gate for vehicles.

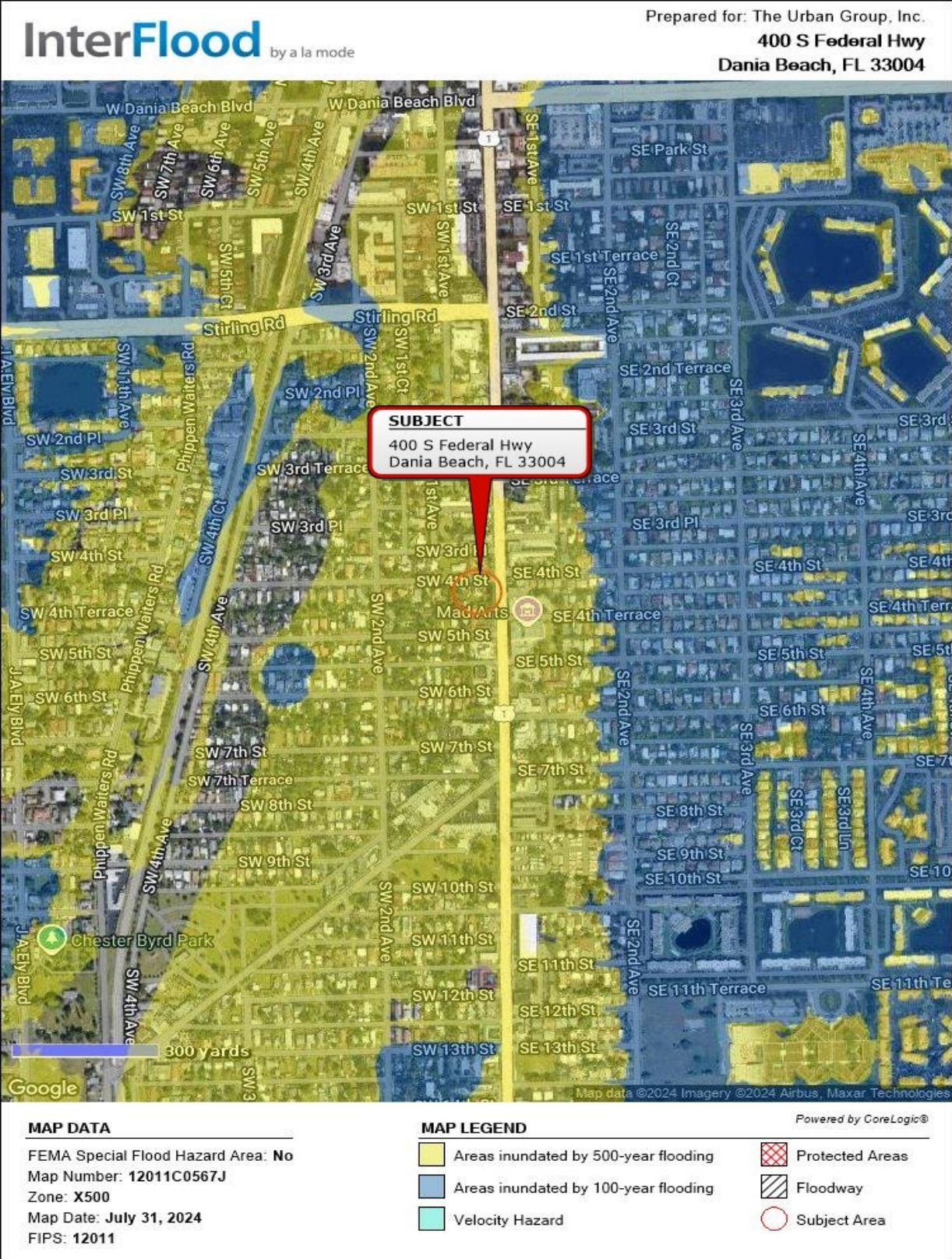
EASEMENTS,
ENCROACHMENTS OR
RESTRICTIONS AND THEIR
EFFECT OR LIMITATION: I have not been provided with a title report and am not aware of any other encumbrance on the existing property.

OTHER PERTINENT
FEATURES: The residence is a locally designated historic site. Any changes to the buildings on site must be approved by the Broward County Historical Preservation Board and receive a certificate of approval.

Improvements: Based on our inspection the improvements are in poor condition and have not been maintained. The interior needs extensive renovation. The property has evidence of rats, and it is our recommendation that the property should be fumigated as the home has wood floors and built on a crawl space that could attract termites. The property was completed in 1924 and is 100 years old. The residence has a total of 6 bedrooms and three bathrooms, a kitchen, dining area, living area, second floor family room with wood flooring throughout the home. The fireplace does not appear to be operational. The property is secured with roll down hurricane shutters and has a security system. There was evidence of water leaks and interior repairs are needed. The living area above the two-car garage is accessible via an exterior staircase and the living unit is a one bedroom/one bath with a kitchen unit. See historical information in addendum.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)

Flood Zone Map



DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)

SUBJECT PHOTOGRAPHS



View of easterly front elevation



Street View looking southerly of northerly elevation

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)
SUBJECT PHOTOGRAPHS



Street view looking southerly on S. Federal Highway subject on right.



Street view looking northerly on S. Federal Highway subject on left.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)
SUBJECT PHOTOGRAPHS



View looking northwesterly from S. Federal Highway



View southerly of driveway entrance from SW 4th Street

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)
SUBJECT PHOTOGRAPHS



View Southwesterly of detached living garage



View of driveway

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)
SUBJECT PHOTOGRAPHS



View of bathroom



View of kitchen

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)
SUBJECT PHOTOGRAPHS



View of bedroom-2nd Floor



View of bedroom

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)
SUBJECT PHOTOGRAPHS



View of bathroom



View of water damage

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES (CONTINUED)
SUBJECT PHOTOGRAPHS

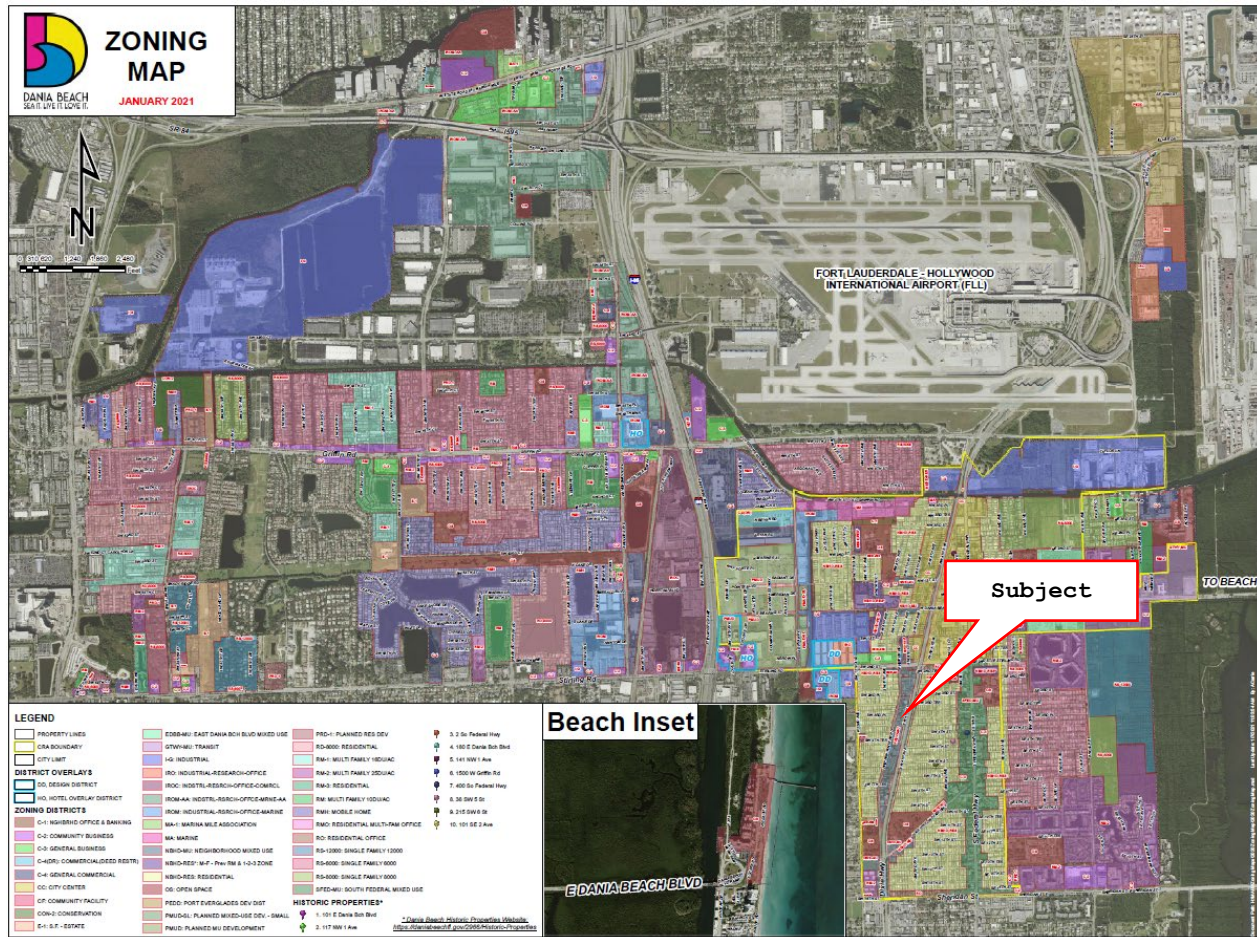


View of Sewing room



View of damaged ceiling

Zoning Information





LEGEND

PROPERTY LINES

CRA BOUNDARY

CITY LIMIT

DISTRICT OVERLAYS

DD, DESIGN DISTRICT

HO, HOTEL OVERLAY DISTRICT

ZONING DISTRICTS

C-1: NEIGHBORHOOD OFFICE & BANKING

C-2: COMMUNITY BUSINESS

C-3: GENERAL BUSINESS

C-4(DR): COMMERCIAL(DEED RESTRICTION)

C-4: GENERAL COMMERCIAL

CC: CITY CENTER

CF: COMMUNITY FACILITY

CON-2: CONSERVATION

E-1: S.F. - ESTATE

EDBB-MU: EAST DANIA BEACH BLVD MIXED USE

GTWY-MU: TRANSIT

I-G: INDUSTRIAL

IRO: INDUSTRIAL-RESEARCH-OFFICE

IROC: INDUSTRIAL-RESEARCH-OFFICE-COMMERCIAL

IROM-AA: INDUSTRIAL-RESEARCH-OFFICE-MARINE-AA

MA-1: MARINA MILE ASSOCIATION

MA: MARINE

NBHD-MU: NEIGHBORHOOD MIXED USE

NBHD-RES*: M-F - Prev RM & 1-2-3 ZONE

NBHD-RES: RESIDENTIAL

OS: OPEN SPACE

PEDD: PORT EVERGLADES DEV DIST

PMUD-SL: PLANNED MIXED-USE DEV. - SMALL

PMUD: PLANNED MU DEVELOPMENT

PRD-1: PLANNED RES DEV

RD-8000: RESIDENTIAL

RM-1: MULTI FAMILY 1600 UAC

RM-2: MULTI FAMILY 2500 UAC

RM-3: RESIDENTIAL

RM: MULTI FAMILY 1000 UAC

RMH: MOBILE HOME

RMO: RESIDENTIAL MULTI-FAM OFFICE

RO: RESIDENTIAL OFFICE

RS-12000: SINGLE FAMILY 12000

RS-6000: SINGLE FAMILY 6000

RS-8000: SINGLE FAMILY 8000

SFED-MU: SOUTH FEDERAL MIXED USE

HISTORIC PROPERTIES*

1. 101 E Dania Beach Blvd

2. 117 NW 1 Ave

3. 2 So Federal Hwy

4. 180 E Dania Beach Blvd

5. 141 NW 1 Ave

6. 1500 W Griffin Rd

7. 400 So Federal Hwy

8. 38 SW 5 St

9. 215 SW 6 St

10. 101 SE 2 Ave

* Dania Beach Historic Properties Website:
<https://daniabeachfl.gov/2966/Historic-Properties>

ZONING INFORMATION

Sec. 303-80. SFED-MU, South Federal Highway Corridor Mixed-Use District.

Figure 303-23 SFED-MU District Map



- (A) *Intent and purpose.* Redevelop the corridor with emphasis on the pedestrian and street life consistent with TOD principals. This will be accomplished by building close to the street, relocating parking facilities behind buildings, and mixing residential and commercial uses at medium intensities, designed to create interest and investment in the immediate neighborhood.
- (B) *Density.* Maximum twenty-five (25) du/ac.
- (C) *Reserved.*
- (D) *Pervious landscaped lot area.* Minimum fifteen (15) percent. Subsection 303-30(E)(4) provides for payment-in-lieu.
- (E) *Sustainable building requirements.* See article 305.
- (F) *Parking and loading.* See article 306. Parking is permitted only in the second layer. Parking structures shall be set back from any secondary street by a minimum of thirty (30) feet, which setback may be occupied by a liner building.

Created: 2024-10-23 08:24:36 [EST]

(Supp. No. 158)

- (G) *Landscaping.* See article 307.
- (H) *Signage.* See article 308.
- (I) *Additional development standards.* See article 309.
- (J) *Architectural and design standards.* See article 525.
- (K) *Generalized permitted uses (see article 302 for specific uses and conditions of use).*

Uses	Primary Street	Secondary Street
Residential Single-Family		e
Residential Multifamily	✓	✓
Commercial (Mixed Use Compatible)	✓	*
General Commercial	✓	
Restricted Commercial	*	
Entertainment	✓	
Lodging	✓	
Civic and Institutional	✓	
Transportation	✓	
Industrial		

✓ - Permitted use.

* - Restrictions apply.

e - See Section 301-30.

- (L) *Building placement standards.*

Diagram Key	NP = not permitted	Primary Street	Secondary Street
"F"	Street	Shopfront	0'—5'
		with arcade	0'—10'
		Stoop	4'—8'
		Dooryard	8'—12'
		Porch	NP
		Balcony Over Porch	15' BTL
		Parking structure	30' min
"C"	Corner street setback	0—15'	
"G"	Interior side setback, 1st layer	0' min.	0' min.

(Supp. No. 158)

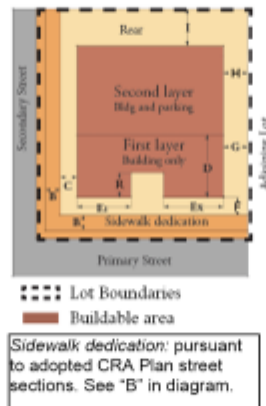
Created: 2024-10-23 08:24:36 [EST]

"H"	Interior side setback, 2nd layer	0' min.	0' min.
"I"	Rear setback	0' min.	0' min.

(M) Building frontage standards.

Key	Standard	All Streets
"D"	Min. depth of building in 1st layer	30'
"E ₁ + ... + E _x "	Min. % of lot width that façade must be on BTL	50%
"R"	Max. recess from BTL	15'

Figure 303-24 Building placement.



(N) Allowable building and frontage types (see articles 310 and 311 for details) and minimum lot dimensions.

Building Types	Frontage Types						Lot Dimension	
	Porch	Balcony	Dooryar	Stoop	Shopfro	Arcade	Width	Depth
Mansion	A, S	A, S					75'	100'
Rowhouse	A, S	A, P, S	A, P, S	P, S			75'	100'

Apartment		S	P, S	P, S			50'	100'
Live-Work					P, S		50'	100'
Commercial/Mixed Use					P, S	P, S	50'	100'
Civic	See civic building standards							

P - Primary street frontage.

S - Secondary street frontage.

A - For through-lot frontages on SW 7th and 10th streets, and SW 1st and 2nd avenues, a landscape buffer pursuant to section 275-110 is required unless the street frontage is built-out with mansion or rowhouse building types. Mansions are subject to the development standards of the NBHD-RES district.

(O) Reserved.

(P) *Height.* Maximum height, "K", in district is four (4) stories. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts. Allowable height increases at a rate of one (1) foot per one (1) foot of horizontal distance from an adjacent residential zoning district boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly. The allowable height of buildings just outside of the district boundary is shown on the height map for information purposes.

(Q) Development of property for commercial use must front Federal Highway or Sheridan Street, or must be assembled with properties that front Federal Highway or Sheridan Street.



(Ord. No. 2010-20, § 2(Exh. A), 9-14-10; Ord. No. 2019-001, § 4, 2-26-19; Ord. No. 2021-018, § 2, 8-24-21; Ord. No. 2024-021, § 2, 3-12-24)

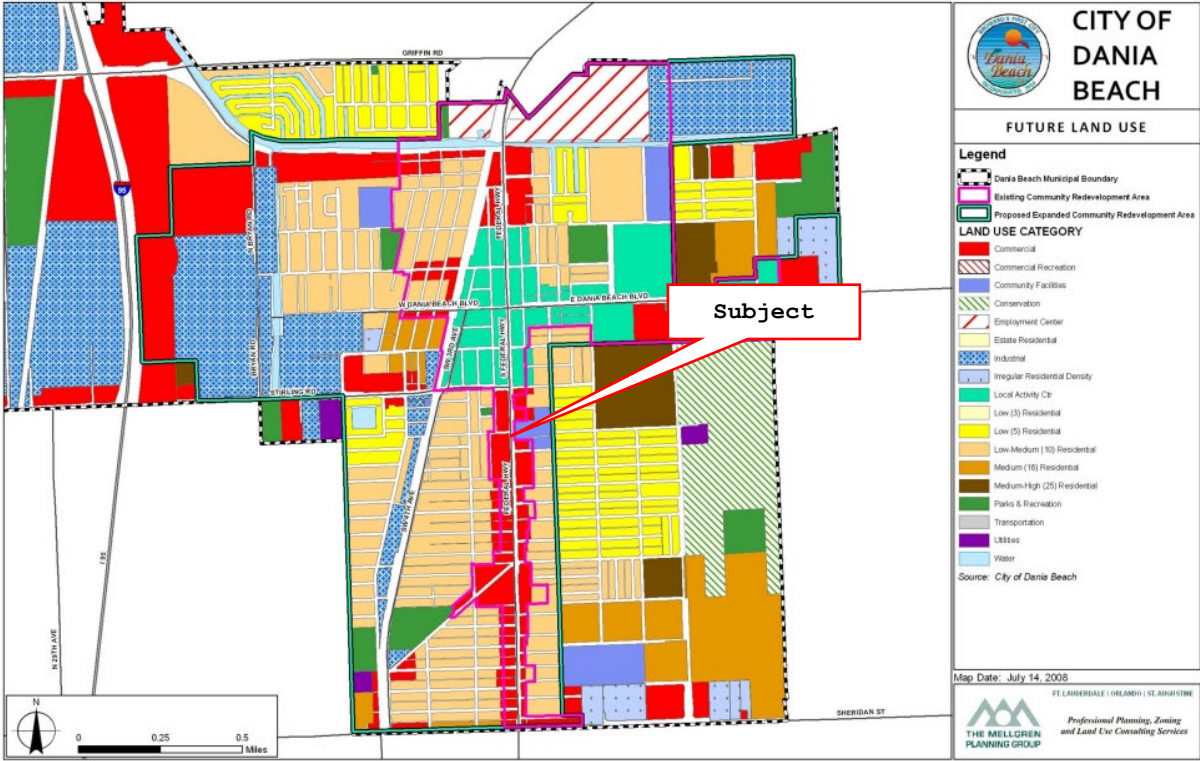
(Supp. No. 158)

Created: 2024-10-23 08:24:36 [157]

Page 5 of 5

Future Land Use Map

Map 3 Future Land Uses



ASSESSED VALUE, TAXES AND SPECIAL ASSESSMENTS

Folio Number 5142-03-04-0080
Taxing Authority: Broward County
Owner: Lawrence Barry Brown
Assessment (2024) \$980,050 (SOH)
Real Estate Taxes (2023) \$19,444.06 Paid in full (11/16/24)

Property Assessment					
Year	Land	Building / Improvement	Just/Market Value	Assessed / SOH Value	Tax
2025	\$330,870	\$649,180	\$980,050	\$980,050	
2024	\$330,870	\$649,180	\$980,050	\$980,050	\$20,254.23
2023	\$330,870	\$591,090	\$921,960	\$921,960	\$19,240.94

Folio Number 5142-03-04-0220
Taxing Authority: Broward County
Owner: Lawrence Barry Brown
Assessment (2024) \$137,730 (SOH)
Real Estate Taxes (2023) \$3,179.40 Paid in full (11/16/24)

Property Assessment					
Year	Land	Building / Improvement	Just/Market Value	Assessed / SOH Value	Tax
2025	\$58,820	\$78,910	\$137,730	\$137,730	
2024	\$58,820	\$78,910	\$137,730	\$137,730	\$3,311.88
2023	\$58,820	\$70,440	\$129,260	\$129,260	\$3,137.18

ASSESSED VALUE, TAXES AND SPECIAL ASSESSMENTS (Continued)

BROWARD COUNTY

**2024 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments**

Folio: 666320

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514203-04-0080		See Below	See Below	See Below	0413

BROWN,LAWRENCE BARRY
905 EXETER CREST
VILLANOVA, PA 19085

**PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.**

400 S FEDERAL HWY
DANIA HEIGHTS 3-22 B
LOT 1 LESS ST RD,2 LESS ST RD,
3 LESS ST RD BLK 2

WWW-24-00068180 \$19,444.06
Paid By Lawrence B Brown

Taxing Authority	Millage	AD VALOREM TAXES Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT	5.63890	980,050	0	980,050	5,526.40
COUNTYWIDE SERVICES	0.03010	980,050	0	980,050	29.50
VOTED DEBT					
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.81100	980,050	0	980,050	4,715.02
CAPITAL OUTLAY	1.50000	980,050	0	980,050	1,470.07
VOTER APPROVED DEBT LEVY	0.15450	980,050	0	980,050	151.42
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	980,050	0	980,050	32.05
OKEECHOBEE BASIN	0.10260	980,050	0	980,050	100.55
SFWM DISTRICT	0.09480	980,050	0	980,050	92.91
SOUTH BROWARD HOSPITAL	0.08690	980,050	0	980,050	85.17
CHILDREN'S SVCS COUNCIL OF BC	0.45000	980,050	0	980,050	441.02
CITY OF DANIA BEACH					
DANIA BEACH OPERATING	5.99980	980,050	0	980,050	5,880.10
DEBT SERVICE	0.09850	980,050	0	980,050	96.53
FL INLAND NAVIGATION	0.02880	980,050	0	980,050	28.23
Total Millage: 19.02860					Ad Valorem Taxes: \$18,648.97
NON-AD VALOREM TAXES					
Levying Authority			Rate		Amount
04 DANIA FIRE					1,131.26
04 DANIA STORMWATER			@ 120.0000		84.00
DW DANIA SOLID WASTE			@ 390.0000		390.00
Non-Ad Valorem Assessments:					\$1,605.26
Combined Taxes and Assessments:					\$20,254.23
If Postmarked By	Nov 30, 2024				
Please Pay	\$0.00				

Receipt #
Paid 11/16/2024

BROWARD COUNTY

**2024 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments**

Folio: 666320

Paid 11/16/2024 Receipt # WWW-24-00068180 \$19,444.06
Paid By Lawrence B Brown

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
514203-04-0080

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

BROWN,LAWRENCE BARRY
905 EXETER CREST
VILLANOVA, PA 19085

**PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com**

If Postmarked By	Please Pay
Nov 30, 2024	\$0.00

Return with Payment

Please Pay Only One Amount

BROWARD COUNTY

2024 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 666334

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
514203-04-0220		See Below	See Below	See Below	0413

BROWN, LAWRENCE BARRY
905 EXETER CREST
VILLANOVA, PA 19085

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

400 S FEDERAL HWY
DANIA HEIGHTS 3-22 B
LOT 25, 26 BLK 2

WWW-24-00068180 \$3,179.40
Paid By Lawrence B Brown

Taxing Authority	AD VALOREM TAXES			Taxable Val	Taxes Levied
	Millage	Assessed Val	Exemptions		
BROWARD COUNTY GOVERNMENT	5.63890	137,730	0	137,730	776.65
COUNTYWIDE SERVICES	0.03010	137,730	0	137,730	4.15
VOTED DEBT					
BROWARD CO SCHOOL BOARD	4.81100	137,730	0	137,730	662.62
GENERAL FUND	1.50000	137,730	0	137,730	206.60
CAPITAL OUTLAY	0.15450	137,730	0	137,730	21.28
VOTER APPROVED DEBT LEVY					
SO FLORIDA WATER MANAGEMENT	0.03270	137,730	0	137,730	4.50
EVERGLADES C.P.	0.10260	137,730	0	137,730	14.13
OKEECHOBEE BASIN	0.09480	137,730	0	137,730	13.06
SFWMD DISTRICT	0.08690	137,730	0	137,730	11.97
SOUTH BROWARD HOSPITAL	0.45000	137,730	0	137,730	61.98
CHILDREN'S SVCS COUNCIL OF BC					
CITY OF DANIA BEACH	5.99980	137,730	0	137,730	826.35
DANIA BEACH OPERATING	0.09850	137,730	0	137,730	13.57
DEBT SERVICE	0.02880	137,730	0	137,730	3.97
FL INLAND NAVIGATION					
Total Millage: 19.02860					Ad Valorem Taxes: \$2,620.83
Levying Authority NON-AD VALOREM TAXES					Rate Amount
04 DANIA FIRE					241.05
04 DANIA STORMWATER			@ 120.0000		60.00
DW DANIA SOLID WASTE			@ 390.0000		390.00
Non-Ad Valorem Assessments:					\$691.05
Combined Taxes and Assessments:					\$3,311.88
If Postmarked By	Nov 30, 2024				
Please Pay	\$0.00				

Receipt #
Paid 11/16/2024

BROWARD COUNTY

2024 Paid Real Estate
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Folio: 666334

Paid 11/16/2024 Receipt # WWW-24-00068180 \$3,179.40
Paid By Lawrence B Brown

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
514203-04-0220

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

BROWN, LAWRENCE BARRY
905 EXETER CREST
VILLANOVA, PA 19085

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Nov 30, 2024	\$0.00

Return with Payment

Please Pay Only One Amount

HISTORY OF PROPERTY

The subject property was acquired by the current owner by a life estate deed granted to him by a family member (uncle) via deed instrument #117386943. It is dated June 25th, 2021. The grantor is Irving M. Kirsch, and the Remainder Interest goes to his nephew, Lawrence Barry Brown.

Sales History For This Parcel				
Date	Type	Qualified/Disqualified	Price	Book/Page or CIN
06/25/2021	Multi Warranty Deed	Non-Sale Title Change	\$100	117386943
04/26/2011	Multi Quit Claim Deed	Non-Sale Title Change	\$100	47894 / 478
04/26/2011	Multi Personal Representative	Excluded Sale	\$500,000	47894 / 476
04/10/2000	Multi Warranty Deed		\$550,000	30406 / 1879
11/16/1998	Multi Quit Claim Deed		\$100	29186 / 1643

Owner Name and Address:

Lawrence Barry Brown
905 Exeter Crest
Villanova, PA 19085

EXPOSURE TIME

Exposure Time may be defined as follows:

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market . Source: The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute.

Based on the type of property, it is my opinion that the subject property would not have a normal or typical exposure time for this type of property. In consideration of the historical designation and extended exposure and marketing time of 12 to 18 months would be most applicable.

PUBLIC AND PRIVATE RESTRICTIONS

I have not been provided with a title report and am not aware of any unusual public or private restrictions that would adversely affect or limit the use of the property, aside from the property's historical designation. Typical restrictions affecting the subject property include utility easements, zoning and land use and are not considered to adversely affect the subject property.

ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE ANALYSES

The value of the property is based on the highest and best use and considers the four factors of the Highest and Best Use analysis. In this assignment, we have been asked to consider the property value based on the designated historic nature of the improvements on site. The zoning is SFED-MU, which is designated for mixed use along the South Federal Highway corridor.

DEFINITION OF HIGHEST AND BEST USE

Highest and Best Use may be defined as follows:

The reasonably probable and legal use of Improved land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Source: The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute, 2010, page 93.

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual owners.

Also implied is that the determination of the highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from the analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of probable selling price (Market Value), another appropriate term to reflect highest and best use would be "most probable use". In the context of investment value, an alternative term would be "most profitable use".

Highest and Best Use

Physically Possible Uses

The overall size and dimensions of the subject whole property are suitable for development with a variety of uses from residential, commercial, industrial or mixed use.

Legally Permissible Uses

The subject property has a SFED-MU South Federal Mixed Use zoning classification. Also, the subject property's designation as a historic site limits the redevelopment of the site, but some type of commercial or mixed-use development would be appropriate in this zoning district.

Financially Feasible Uses

The subject is located on Federal Highway in an area with primarily commercial uses, which are financially feasible uses of the land. However, the historic nature of the property limits the redevelopment of the improvements on site. Based on the surrounding uses, some type of office or commercial use was considered most applicable.

After considering the physically possible, legally permissible uses and the financially feasible, the highest and best use of the subject is for office/commercial use.

Maximally Productive Use

The maximally productive use is the use which is financially feasible and produces the highest rate of return to the land. Given the physical and legal constraints and financial criteria, as well as the property's historic designation, it is our opinion that the highest and best use of the site is for future office/commercial use.

HIGHEST AND BEST USE CONCLUSION

Land as Improved

In conclusion, based on the four criteria for the estimation of the highest and best use, it is our opinion that the subject land would have a highest and best use for office/commercial use.

As Improved

The subject whole parcel is improved. The residential improvements were originally constructed in 1924, and the overall property is considered historic and in poor condition. This limits the redevelopment of the property. However, it is possible to change the use of the residence to commercial use. The highest and best use, as improved, is to change the existing structures from residential use to commercial use, for example, office or retail use and the use would need to maintain the character of the historic structures.

APPROACHES TO VALUE USED AND EXCLUDED

In order to arrive at the market value for the property, special attention must be given to the typical purchaser who might have an interest in a particular property. Market Value is the most probable sales price, which a property will bring, and this price depends upon the typical purchaser's reaction to the various supply and demand factors that affect the market value. The Appraisal Process is basically an economic analysis consisting of a review of the factors that affect market value.

There are three approaches to value to be considered in any appraisal, The Cost, Income and Market Approaches. The following is a brief discussion of each approach and its application.

The Cost Approach is based upon the premise that a prudent buyer will pay no more for a property than it would cost to reproduce a substitute property with the same utility. The subject parcel's improvements are historically designated. Therefore, I have developed a Cost Approach to Value due to the unique historical nature of the improvements on site.

The Income Approach to Value is predicated upon a definite relationship between the amount of income a property will earn and its value. Although all of the appraisal principles are involved in this approach, the principle of anticipation is particularly applicable. This process is called capitalization, and it involves multiplying the annual net income by a factor or dividing it by a rate that weighs such considerations as risk, time, return on investment and return of investment. The accuracy of this rate or factor is critical and there are a number of techniques by which it may be developed. The net income attributable to the subject property is estimated by subtracting vacancy, collection losses and expenses from the property's annual potential gross income. All of these figures are derived from the market comparison of property similar to the subject.

The Income Approach was not considered applicable in this assignment due to a lack of data for properties similar to the subject and the subject property's historic designation.

APPROACHES TO VALUE USED AND EXCLUDED (CONTINUED)

The Sales Comparison Approach relies heavily upon the principle of substitution. A comparative analysis between the subject and similar properties that have sold can often provide an indication of market behavior and response to the subject. The sales are compared to the subject and adjustments for differences in location, time, terms of sale, or physical characteristics can be made using the subject as the standard of comparison. Most types of properties, which are bought and sold, can be analyzed using "common denominators" such as sale price per unit of size.

The reliability of the Sales Comparison Approach depends largely upon the degree of comparability between the sales and the subject. The major strengths of this approach include the reflection of actual market transactions and the fact that the normal "common denominators" tend to be fairly easily determined. The potential weaknesses of this approach arise from the fact that the data is historical and "ideal" comparable properties are usually very difficult to obtain.

The Sales Comparison Approach to Value was considered as the most applicable method to value the land of the subject property and this conclusion will be utilized in the estimate of market value via the Cost Approach. I will submit sales of similar sites located within the City of Dania Beach and surrounding areas with similar utility for development and usage. I have included the sales data sheets in the Addenda for the comparable sales. On the following pages, I will submit a summary of comparable properties on a sales map, analysis and value conclusion for the fee simple land value conclusion. I have considered and relied upon the Sales Comparison Approach in the estimation of the market value of the land for this parcel and utilized the unit sale price per square foot of land area. The Cost Approach will be utilized to determine the market value, as improved.

VALUATION

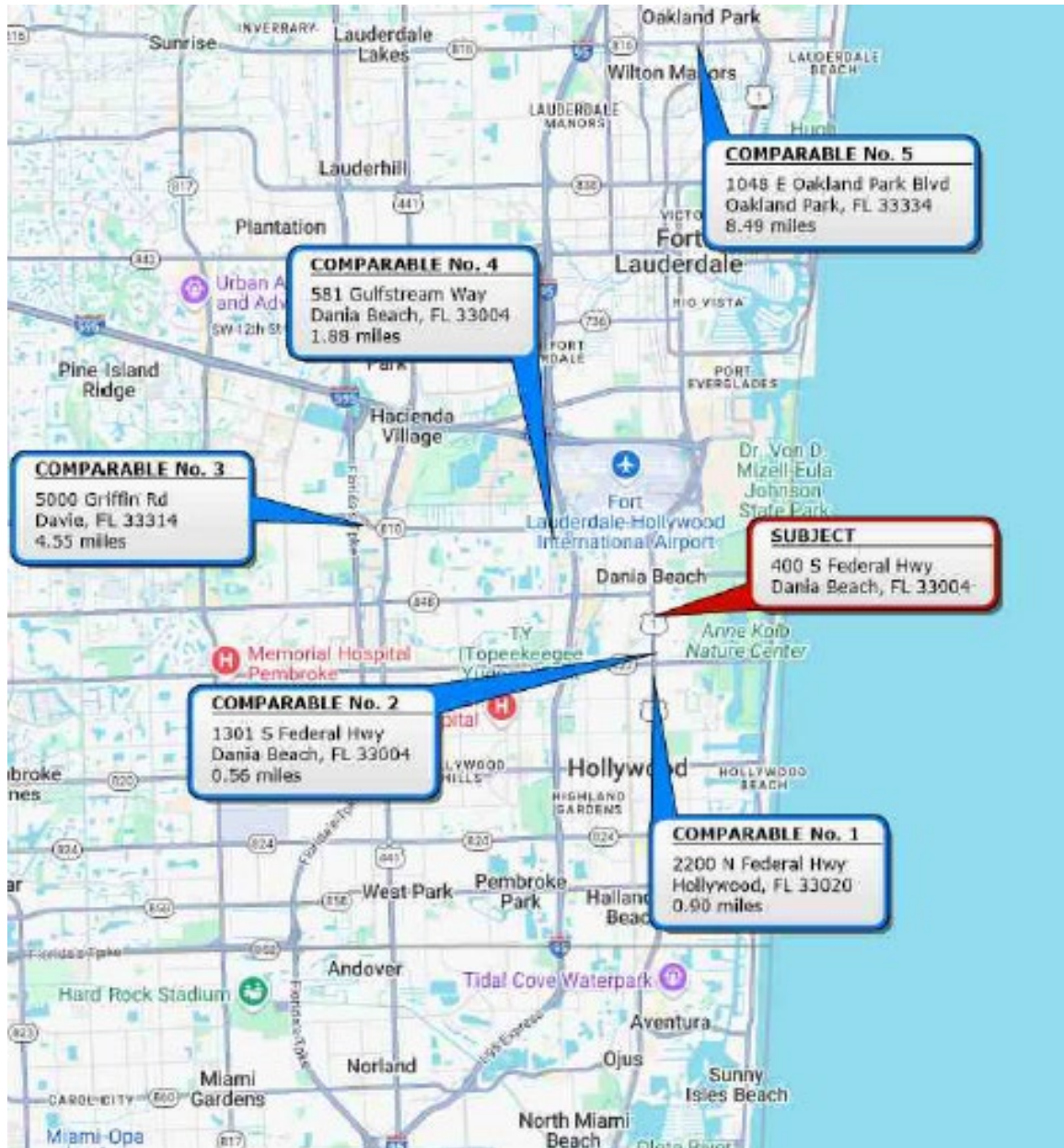
The sales comparison approach is based upon the premise that the market value of the subject property can be estimated by analyzing sales of similar properties. The principle of substitution is basic in this approach as it implies that a prudent person will not pay more for a property than would be required for an acceptable alternative available in the market.

In applying the sales comparison approach, the following methodology is used:

1. Research the market to obtain information on sales transactions, listings, and offerings to purchase properties similar to the subject property.
2. Verify the information by confirming that the data obtained are factually accurate and the transactions reflect arm's length market considerations.
3. Utilizing a unit sale price that allows us the opportunity to compare the subject parcel to the sales data and arrive at a market value conclusion for the land at its highest and best use.

I have conducted a search for comparable sales within the immediate subject neighborhood and in the greater Broward County area. The review and analysis of the sales are included on the following pages. A summary chart and map of the sales follows. The individual data sheets for Sales 1 to 5 are located in the Addenda of this report. The prices per square foot of land area for each comparable sale are analyzed, as it is the unit of comparison typically used by buyers and sellers in the market.

COMPARABLE SALE MAP



COMPARABLE SALES TABLE

Sale #	Address	Sale date	Sale Price	Land Size (SF)	Price per SF (land)	Zoning
1	2200 N Federal Hwy, Hollywood, Fl. 33020	6/1/2023	\$ 3,900,000	39,541	\$ 98.63	FH-2
2	1301 S Federal Hwy, Dania Beach, Fl. 33004	11/3/2024	\$ 3,600,000	44,113	\$ 81.61	SFED-MU
3	5000 Griffin Rd, Davie, Fl. 33314	2/29/2024	\$ 8,150,000	107,601	\$ 75.74	Griffin CZ
4	581 Gulfstream Way, Dania Beach, Fl. 33004	10/27/2023	\$ 3,300,000	54,375	\$ 60.69	IROC
5	1048 E Oakland Park Blvd, Oakland Park, Fl. 33334	8/29/2024	\$ 1,150,000	18,499	\$ 62.17	MR
	Subject					
	400 S Federal Hwy, Dania Beach, Fl. 33004			36,763		SFED-MU

VALUATION (Continued)

ADJUSTMENTS PROCESS

In forming an opinion of the market value of the land for this parcel, consideration was given for potential adjustments for conditions of sale, market conditions, location, size/ physical characteristics, and zoning. A review of the sales did indicate a range of values for the subject parcel and a conclusion was derived from the review and analysis. The following is a synopsis of the sales data considered in my analysis.

DISCUSSION OF ADJUSTMENTS

Financing

All of the sale properties were cash or were financed at market rates for a normal period of time.

Conditions of Sale

All of the comparable sales were considered arm's-length transactions, and therefore, no adjustments are necessary for the conditions of sale.

Market Conditions

Overall, the market for properties in Broward County has been very strong over the past several years. The sales occurred in the time frame of June 2023 to November of 2024 and three of the sales occurred within the past 10 months. No market-based adjustments were necessary for market conditions in this appraisal assignment. The date of value on this assignment is December 9, 2024, and these sales were considered current for that date of value.

Location

The subject parcel is located on Federal Highway in the City of Dania Beach. Sale 2 is located within half a mile of the subject property and is also on Federal Highway in Dania Beach. All the comparative sales are located within 5 miles of the subject property except for sale 5, which is in Oakland Park, approximately 9 miles from the subject property. Sale 1 is on Federal Highway very close to the subject property, but is in Hollywood, rather than Dania Beach. Sale 3 is in Davie and west of the Florida Turnpike. This is located the furthest west of the 5 comparable sales. Sale 4 is located west of Interstate 95. Sales 4 and 5 are the two sales located the furthest west from the subject property. All of the locations had some similar qualities as the subject property.

VALUATION (Continued)

Size/Configuration

The subject property is smaller in land area than all the comparable sales except Sale 5 which contains 18,499 square feet of land area. The land size of the comparable sales ranged from 18,499 square feet (sale 5) to 107,601 square feet (sale 3). Sales 1 is the most similar in land size to the subject property, which contains 36,763 square feet of land area. Although no definitive market data was reviewed to arrive at a market-based adjustment, I did consider the land size and configuration in my overall analysis and review.

Zoning

The subject parcel is zoned with a SFED-MU. Sale 2, which is the closest to the subject property, has the same zoning. All of the sales have some type of mixed-use zoning with the exception of Sale 4, which is located near the Bass Pro Shop and this zoning is more industrial, but some types of commercial use, seems more applicable at that location with the exposure to the I-95 traffic. The historical designation will be considered in our final analysis as this limits the potential development on the subject property, while the sales do not have any development restrictions.

VALUATION (Continued)

CONCLUSION OF VALUE

I have considered each sale and considered the variances as noted in our review. The overall range in sales was from a low of \$60.69 (Sale 4) to \$98.63 (Sale 1) per square foot of land area. Sales 1 and 2 are most similar in size to the subject property and sold between \$81.61 per square foot and \$98.63 per square foot of land area. Sale 4 had the lowest development potential and sold for \$60.69 per square foot, which is the lowest of our comparable sales. Sale 5 had the 2nd lowest selling price per square foot at \$62.17. This was also the farthest property from the subject. The majority of the sales had highest and best uses with the potential for mixed-use development. The subject does not have the potential for a larger mixed-use development and thus a value conclusion at the lower end of the range was considered applicable.

Considering the data, it was our opinion that a market value below the range of Sales 1 and 2 (\$81.61 to \$98.63) and above Sales 4 and 5, the two oldest sales at \$60.69 and \$62.17 per square foot of land area would be most applicable to the subject property. As a result, I have estimated the market value of the subject parcel, which contains 36,763 square feet at \$64.00 per square foot of land area.

Therefore, I concluded that my opinion of the market value of fee simple interest of the subject land only as of December 9, 2024, is as follows:

FEE SIMPLE LAND VALUE

36,763 SQ. FT. X \$64.00/SQ. FT. = \$2,352,832 say \$2,355,000

VALUATION - COST APPROACH TO VALUE

Valuation-Cost New-Replacement Cost

In the valuation of the historically designated residence and site improvements, we consulted the CoreLogic-Swiftestimator Cost Service and considered the improvements on the site.

In addition to the CoreLogic estimate, we also considered cost estimates prepared by a general contractor for similar type improvements and those estimates supported the cost estimate indicated in the CoreLogic report.

The depreciation was based on our review of several sources including the Marshall Swift Age Life Tables and our inspection. The improvements are basically in poor condition and need upgrades and renovation. The kitchen and bathrooms need to be updated, and the house is currently rat infested with interior ceiling and wall damages. The wood flooring appears in good condition; however, complete fumigation of the property would be recommended. Based on our review an adjustment of 50% to 55% for depreciation was considered applicable for the entire structures as noted on the table on the following page.

No entrepreneurial profit was considered in this valuation as the historical designation does not consider the financial impact of any development and thus the developer of this type of property is typically not motivated by profit in their development analysis.

The following summarizes the costs new estimate:

Replacement Cost New	\$ 904,027
Physical Depreciation-50-55%	\$ 490,011
Total Depreciated Cost New	\$ 414,016
Depreciated Land Value	\$2,355,000
Market Value via the Cost Approach	\$2,769,016
	Say \$2,770,000

CoreLogic - SwiftEstimator Residential Estimator - Short Report

Estimate ID Frost Residence
 Property Owner
 Address 400 South Federal Highway
 City Dania Beach
 State/Province FL
 ZIP/Postal Code 33004
 Surveyed By
 Survey Date

Cost As Of 12/2024

Residence Type Single-family Residence

Cost Data

Description	Units	Unit Cost	Total
Base Cost	4,082	\$99.89	\$407,751
Basic Structure Total Cost	4,082	\$161.45	\$659,044
Detached Garage with Full Living Area	1,056	\$89.95	\$94,983
Subtotal Garage			\$94,983
Subtotal Extras			\$150,000
Replacement Cost New	4,082	\$221.47	\$904,027
Physical Depreciation 54.2%			\$490,011
Total Depreciated Cost			\$414,016
Total			\$414,016

RECONCILIATION

The Sales Comparison Approach was used to analyze sales of similar properties for the 36,763 square feet of land area of the subject parcel. The review of the sales data led us to the conclusion of market value for the subject site at \$64.00 per square foot of land area or \$2,355,000.

In valuing the property, as improved, the Cost Approach was utilized and that reflected a market value of \$2,770,000

Based upon our review of the subject's location, zoning, size and considering the historical designation of the property it is our opinion that the market value of the subject property as of December 9, 2024, is as follows:

MARKET VALUE OF SUBJECT PROPERTY

AS VACANT

**TWO MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS
(\$2,355,000)**

AS IMPROVED

**TWO MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS
(\$2,770,000)**

ADDENDUM

MOST RECENT DEED (SUBJECT PROPERTY)

Instr# 117386943 , Page 1 of 2, Recorded 06/30/2021 at 09:17 AM
Broward County Commission
Deed Doc Stamps: \$0.70

PREPARED BY:
Diana Ross-Shaw - Paralegal
RECORD & RETURN TO:
Bruce J Kirsch, Esquire
2312 Wilton Drive #31
Wilton Manors, FL 33305

This Deed was prepared without having examined the title to the lands herein described and no warranty or other representation is made and no opinion (express or implied) is given as to the marketability or condition of the title thereto, the quantity of the land included, the location of the boundaries thereto, or the existence of liens, unpaid taxes or encumbrances.

PARCEL IDENTIFICATION NO.: 5142 03 04 0220 and 5142 03 04 0080
NO TITLE WORK PERFORMED WITH THE PREPARATION OF THIS DEED This Property has a NO Mortgage

WARRANTY DEED

THIS Indenture made this 25th day of June, 2021, between IRVING M. KIRSCH, a single man, whose post office address is 300-1430 Maple Street, Vancouver, B.C., Canada V6J 3R9, Grantor*

And

IRVING M. KIRSCH, a single man, as Grantee, whose post office address is 300-1430 Maple Street, Vancouver, B.C., Canada V6J 3R9, reserving unto himself a Life Estate, with Remainder interest to his nephew, LAWRENCE BARRY BROWN, a single man, of 905 Exeter Crest, Villanova, PA 19085.

GRANTOR, IRVING M. KIRSCH, reserves unto himself for and during his lifetime, a Life Estate in and to the property and to the exclusive possession, use and enjoyment of the property, the rents and profits thereof; further granting unto IRVING KIRSCH, full power and authority during his life to sell, lease, convey, mortgage, pledge or otherwise dispose of said property (except by testamentary disposition) or any part thereof, or any interest therein, including the absolute estate therein, and including the remainder interest as well as the life estate without the consent, approval, joinder or sanction of the remainderman, as IRVING M. KIRSCH, in his sole and absolute discretion may decide.

Said grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

Lots 1, 2 and 3, less the Easterly 8 feet thereof for roadway, and Lots 25 and 26, Block 2, of DANIA HEIGHTS, according to the Plat thereof, as recorded in Plat Book 3, Page 22, of the Public Records of Broward County, Florida.

And said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever;

SUBJECT TO:

Taxes for the year of closing, and subsequent years, not yet due and owing;

COMPARABLE IMPROVED SALE NUMBER 1



RECORDING DATA:

County: Broward County
CIN 118894175
Folio number: 5142-10-16-0080

LOCATION OF SALE:

2200 N Federal Highway
Hollywood, Florida 33020

GRANTOR:

Miami group Realty, LLC.

GRANTEE:

Liberty DY, LLC.

LEGAL DESCRIPTION:

Lot 8, 9, 10, 11, 12 and 13 less the East 7 feet of Lots 10, 11, 12, and 13 of OLUSTEE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 32, of the Public Records of Broward County, Florida.

DATE OF SALE:

June 1, 2023

SITE SIZE:

39,541 square feet

COMPARABLE IMPROVED LAND SALE NUMBER 1 (Continued)

CONSIDERATION: \$3,900,000

SALE PRICE PER SQ. FT: \$98.63 per S.F. of land area

FINANCING: Cash to seller

TYPE OF INSTRUMENT: Warranty Deed

ZONING: FH-2 - Federal Highway medium-high intensity multifamily district

PRESENT USE: The subject is improved with a vacant retail building once used as a used car dealership.

CONDITIONS OF SALE: Arm's-length

VERIFICATION:

ENCUMBRANCES: Restrictions, covenants, limitations and easement of record. No apparent effect on sale price.

VARIOUS ON-SITE UTILITIES: All utilities available to the site

COMMENTS: Located on the northwest corner of N Federal Hwy and Liberty St.

Deed (Sale 1)

Instr# 118894175 , Page 1 of 2, Recorded 06/02/2023 at 11:07 AM
Broward County Commission
Deed Doc Stamps: \$27300.00

This Document Prepared By:
Ilana Kalichman-Artzy, Esq.
The Law Office of Ilana Kalichman-Artzy, PA
19390 Collins Avenue, Suite B3
Sunny Isles, Florida 33160
305-733-0933
and Return to:
ROBERT A. BRANDT, PA
696 NE 125 Street
North Miami, Florida 33161

Parcel ID Number: 514210160080

Warranty Deed

This Indenture, Made this ^{1ST June} day of ~~May~~, 2023 A.D., Between
**MIAMI GROUP REALTY, LLC, a Florida limited liability company F/K/A AUTO MIAMI GROUP
REALTY, LLC, a Florida limited liability company**
whose address is: 17555 COLLINS AVE., SUITE 1108, SUNNY ISLES, FL 33160
of the County of **MIAMI-DADE**, State of **Florida**, grantor, and

Liberty DY, LLC, a Florida limited liability company
whose address is: 696 NE 125TH STREET, NORTH MIAMI, FL 33161
of the County of **MIAMI-DADE**, State of **Florida**, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of -----**TEN DOLLARS (\$10)**----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land,
situate, lying and being in the County of **BROWARD** State of **Florida** to wit:

**Lot 8,9, 10,11, 12 and 13 less the East 7 feet of Lots 10, 11, 12 and 13 of OLUSTEE PARK, according
to the Plat thereof, recorded in Plat Book 3, Page 32, of the Public Records of Broward County,
Florida.**

**Subject to: restrictions, conditions, prohibitions, covenants, easements and other matters appearing
on the plat or otherwise common to the subdivision; taxes for the current year and subsequent years;
applicable zoning laws, building codes and other use restrictions imposed by governmental authority.**

**Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining.**

To Have and to Hold, the same in Fee Simple forever.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

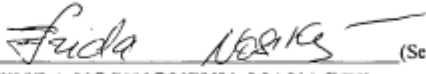
In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

**MIAMI GROUP REALTY, LLC F/K/A AUTO
MIAMI GROUP REALTY, LLC, a Florida
Limited liability company**



Printed Name: Ilana Artzy
Witness

By:  (Seal)

FRIDA NOSIKOVSKY, MANAGER
P.O. Address: 17555 COLLINS AVE., SUITE 1108
SUNNY ISLES, FL 33160



Printed Name: Dana Rosenberg
Witness

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by means of **X** physical presence or online notarization, this **22nd** day of **May, 2023** by **FRIDA NOSIKOVSKY, MANAGER** of **MIAMI GROUP REALTY, LLC, a Florida limited liability company F/K/A AUTO MIAMI GROUP REALTY, LLC, a Florida limited liability company** who has produced her **Florida driver's license** as identification.



Printed Name: _____
Notary Public
My Commission Expires: / /



COMPARABLE IMPROVED LAND SALE NUMBER 2



RECORDING DATA: County: Broward County
CIN 119896385
Folio number: 5142-03-24-0050

LOCATION OF SALE: 1301 S Federal Highway
Dania Beach, FL 33004

GRANTOR: Rada Land, LLC.

GRANTEE: Medx Group, LLC.

LEGAL DESCRIPTION: Lengthy legal description see Deed attached.

DATE OF SALE: November 3, 2024

SITE SIZE: 44,113 square feet

CONSIDERATION: \$3,600,000

SALE PRICE PER SQ. FT: \$81.61 per S.F. of land area

COMPARABLE IMPROVED LAND SALE NUMBER 2 (Continued)

FINANCING:	Cash to seller
TYPE OF INSTRUMENT:	Warranty Deed
ZONING:	SFED-MU - South Federal Mixed Use
PRESENT USE:	Vacant land
CONDITIONS OF SALE:	Arm's-length
VERIFICATION:	
ENCUMBRANCES:	Restrictions, covenants, limitations and easement of record. No apparent effect on sale price.
VARIOUS ON-SITE UTILITIES:	All utilities available to the site
COMMENTS:	Site is located on the northeast corner of S Federal Highway and SE 13 th St in Dania Beach.

Deed

Instr# 119896385 , Page 1 of 2, Recorded 11/08/2024 at 04:30 PM
Broward County Commission
Deed Doc Stamps: \$25200.00

Prepared by:
Mila Lopata, Esquire
Mila Lopata, PA
15807 Biscayne Boulevard, Ste 213
North Miami Beach, FL
File Number: 2024-1029

Return to:
Bergman & Jacobs, P.A.
2700 N. 29th Avenue, Suite 205
Hollywood, Florida 33020

Warranty Deed

This Warranty Deed made this 2 day of November, 2024 between **RADA LAND LLC, a Florida Limited Liability Company**, whose post office address is **16400 Northeast 30th Avenue, Miami, FL 33160**, grantor, and **MEDX GROUP LLC, a Florida Limited Liability Company**, whose post office address is **19333 Collins Avenue Unit 1210, Sunny Isles Beach, FL 33160**, grantee:

Witnesseth, that grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying, and being in **Broward County, Florida** to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 3, together with Lots 18, 19, 20, 21, 22, and 23, Block 3, DIXIE WAY, according to plat thereof as recorded in Plat Book 12, Page 4, of the Public Records of Broward County, Florida; less that portion taken by the State of Florida for road widening purposes as per Right-of-Way Map, Section 8610.2510.

Parcel Identification Number: 51-42-03-24-0050

Together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good and right and lawful authority to sell and convey said land; that the grantor hereby fully warrants title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2023**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

[ATTESTATION IS ON THE FOLLOWING PAGE]

Warranty Deed

1

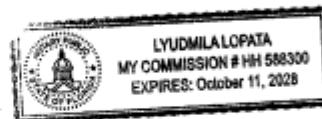
Signed, sealed and delivered in our presence:

[Signature]
WITNESS
PRINT NAME: Mila Lopata
ADDRESS: 15807 Biscayne Blvd
NMB, FL 33160

RADA LAND LLC, a Florida Limited
Liability Company

By: [Signature]
Darius Kasparaitis, Manager

[Signature]
WITNESS
PRINT NAME: Kate Ghandour
ADDRESS: 15807 Biscayne Blvd
North Miami Beach, FL 33160



STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization
this 3 day of November 2024, by Darius Kasparaitis, Manager of Rada Land LLC, a Florida Limited Liability
Company who is ☐ personally known to me or ☒ has produced FL DL as identification.

[Signature]

Signature of Notary Public
Print, Type/Stamp Name of Notary

COMPARABLE IMPROVED LAND SALE NUMBER 3



RECORDING DATA:

County: Broward County
CIN 119431785
Folio Number: 5041-25-24-0010

LOCATION OF SALE:

5000 Griffin Rd
Davie, Florida 33314

GRANTOR:

Griffin Road Property, LLC.

GRANTEE:

Davie North Holdings, LLC.

LEGAL DESCRIPTION:

Parcel "A", SPORTS WHEELS PLAT,
according to the plat thereof as
recorded in Plat Book 147, Page 49,
Public Records of Broward County,
Florida.

DATE OF SALE:

February 29, 2024

COMPARABLE IMPROVED LAND SALE NUMBER 3 (CONTINUED)

SITE SIZE:	107,601 square feet
CONSIDERATION:	\$8,150,000
SALE PRICE PER SQ. FT:	\$75.74 per S.F. of land area
FINANCING:	Cash to seller
TYPE OF INSTRUMENT:	Warranty Deed
ZONING:	griffin CZ - Design Overlay
PRESENT USE:	Site appears to be used as a scrap yard.
CONDITIONS OF SALE:	Arm's-length
VERIFICATION:	
ENCUMBRANCES:	Restrictions, covenants, limitations and easement of record. No apparent effect on sale price.
VARIOUS ON-SITE UTILITIES:	All utilities available to the site
COMMENTS:	Site is located on the south side of Griffin Road just east of the Florida Turnpike.

Deed

Instr# 119431785 , Page 1 of 2, Recorded 03/05/2024 at 02:15 PM
Broward County Commission
Deed Doc Stamps: \$57050.00

Prepared by:

Eric L. Jackwin, Esq.
Jackwin Legal, P.A.
423 SE 19th Street
Fort Lauderdale, FL 33316
(786) 360-4968
File No 23-426(SR)

After Recording, Return to:

Michael A. Montiel, Esq.
Sanchez-Medina, Gonzalez, Quesada, Lage, Gomez & Machado, LLP
201 Alhambra Circle, Suite 1205
Coral Gables, FL 33134
(305) 377-1000
File No: 3879.0015

Parcel Identification No 50-41-25-24-0010

(Place Above This Line For Recording Data)

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 29th day of February, 2024 between Griffin Road Property, LLC, a Florida Limited Liability Company, whose post office address is 3826 Southwest 30th Avenue, Fort Lauderdale, FL 33312, of the County of Broward, State of Florida, Grantor, to Davie North Holdings, LLC, a Delaware Limited Liability Company, whose post office address is 6201 Southwest 70th Street, Suite 200, South Miami, FL 33143, of the County of Miami-Dade, State of Florida, Grantee:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward, Florida, to-wit:

Parcel "A", SPORT WHEELS PLAT, according to the plat thereof as recorded in Plat Book 147, Page 49, Public Records of Broward County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS

PRINT NAME: Ginna Velazquez

Address: 423 SE 19th Street

Fort Lauderdale, FL 33316

WITNESS

PRINT NAME: Eric Jackwin

Address: 423 SE 19th Street

Fort Lauderdale, FL 33316

Griffin Road Property, LLC, a Florida Limited Liability Company

By: [Signature]

Owen K. Sloan, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 28th day of February, 2024 by Owen K. Sloan, Manager of Griffin Road Property, LLC, a Florida Limited Liability Company, on behalf of the Limited Liability Company.

[Signature]
Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: X

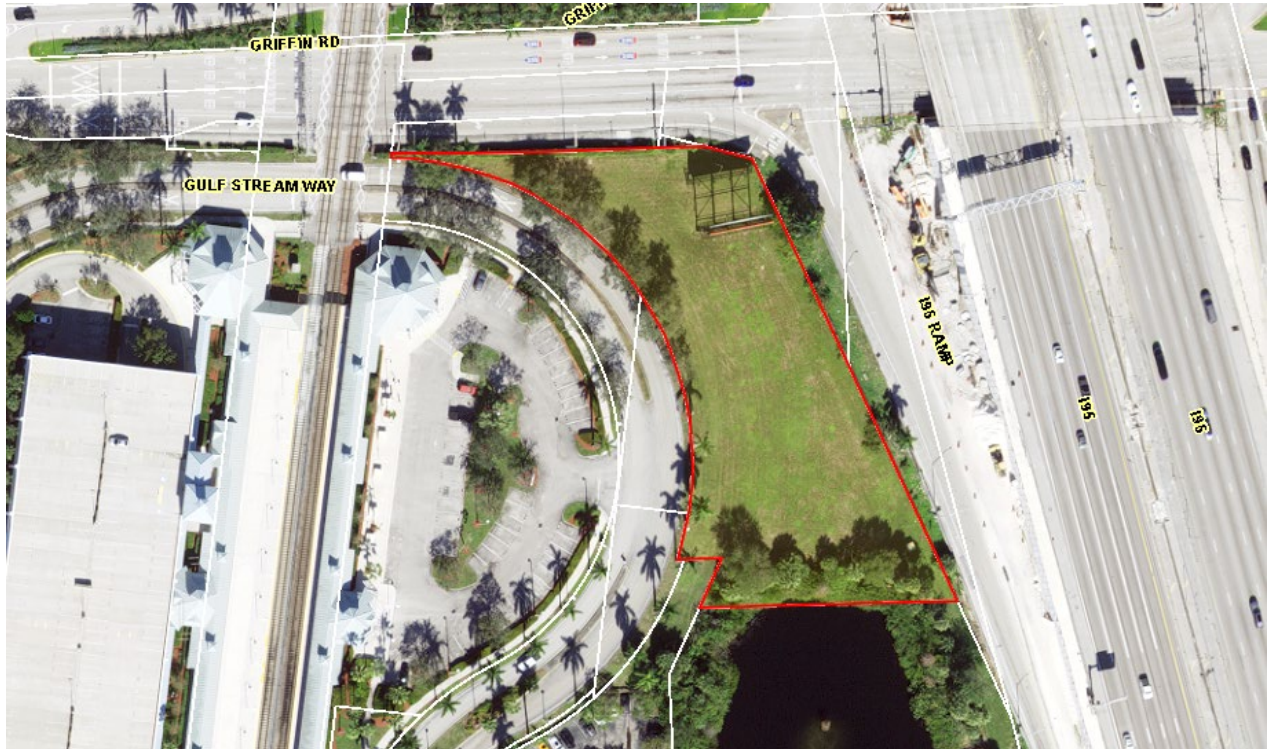
OR Produced Identification: _____

Type of Identification Produced: _____



Warranty Deed

COMPARABLE IMPROVED LAND SALE NUMBER 4



RECORDING DATA: County: Broward County
CIN 11900000
Folio number: 5042-33-49-0017

LOCATION OF SALE: 581 Gulfstream Way
Dania Beach, Florida 33004

GRANTOR: International Game Fish Association Inc.

GRANTEE: FLL Airport Lodging, LLC.

LEGAL DESCRIPTION: Lengthy legal description (see deed attached).

DATE OF SALE: October 27, 2024

SITE SIZE: 54,375 square feet

CONSIDERATION: \$640,000

SALE PRICE PER SQ. FT: \$60.69 per S.F. of land area

FINANCING: Cash to seller

COMPARABLE IMPROVED LAND SALE NUMBER 4 (CONTINUED)

TYPE OF INSTRUMENT:	Warranty Deed
ZONING:	IROC - Industrial
PRESENT USE:	Vacant land
CONDITIONS OF SALE:	Arm's-length
VERIFICATION:	
ENCUMBRANCES:	Restrictions, covenants, limitations and easement of record. No apparent effect on sale price.
VARIOUS ON-SITE UTILITIES:	All utilities available to the site
COMMENTS:	Site is located on the south side of griffin road just west of Interstate 95 with frontage on Gulfstream Way.

Deed (Sale 4)

Instr# 119200000 , Page 1 of 3, Recorded 10/30/2023 at 04:10 PM
Broward County Commission
Deed Doc Stamps: \$23100.00

This Instrument was Prepared by:

Brendan Aloysius Barry, Esquire
Shutts & Bowen LLP
201 East Las Olas Boulevard
Suite 2200
Fort Lauderdale, FL 33301

Record and Return to:

Fidelity National Title Insurance Company
National Commercial Services
1620 L Street, NW, 4th Floor
Washington, DC 20036
Attn: Tracie Vaillant
DC2300667-TV- 2 of 2
Property Appraisers Parcel Identification Number
(partial): 504233490017

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into as of October 27, 2023, by **THE INTERNATIONAL GAME FISH ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 300 Gulf Stream Way, Dania Beach, FL 33004 (hereinafter referred to as "Grantor"), and **FLL AIRPORT LODGING, LLC**, a Florida limited liability company, whose address is 3785 NW 82nd Ave., Suite #204, Miami, FL 33166 (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward, State of Florida, as more particularly described in the **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

TOGETHER WITH all the improvements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and together with all rights and easements of record.

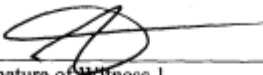
SUBJECT TO conditions, limitations, restrictions, easements and right-of-way of record, if any, taxes for the year 2023 and subsequent years, and applicable zoning ordinances; provided, however, that nothing herein shall be deemed to reimpose any of such matters.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantor hereby covenants with Grantee that Grantor, at the time of delivery of this deed, is lawfully seized of the Property in fee simple, that Grantor has good right, full power, and lawful authority to grant, bargain, sell, and convey the same, and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the Grantor, but against no others.

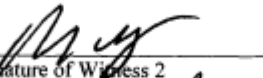
IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:



Signature of Witness 1
Eric Embert

Print name of Witness 1



Signature of Witness 2
Brendan Barry

Print name of Witness 2

GRANTOR:

**THE INTERNATIONAL GAME FISH
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By: 

Jason Schratwieser, President

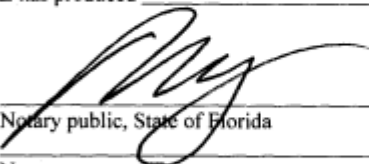
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of October, 2023, by Jason Schratwieser, as President of THE INTERNATIONAL GAME FISH ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Notary public, State of Florida
Name: _____
My commission expires: _____
Serial No.: _____



Brendan A. Barry
Comm.: HH 222619
Expires: Feb. 2, 2026
Notary Public - State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION

PORTIONS OF PARCELS A AND B, "THE NCL PLAT", AS RECORDED IN PLAT BOOK 150, AT PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT; THENCE RUN SOUTH 06°43'38" WEST, ALONG THE WEST LINE OF SAID PLAT, FOR 22.58 FEET TO THE POINT OF BEGINNING, BEING A POINT OF INTERSECTION WITH A CIRCULAR CURVE, SAID POINT OF INTERSECTION BEARING SOUTH 0°48'53" WEST FROM THE CENTER OF SAID CIRCULAR CURVE; THENCE RUN NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 3°25'15", A RADIUS OF 2926.79 FEET, A CHORD DISTANCE OF 174.71 FEET AND A CHORD BEARING OF NORTH 89°06'15" EAST, FOR AN ARC DISTANCE OF 174.74 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 87°23'38" EAST FOR 27.19 FEET; THENCE RUN NORTH 87°39'27" EAST FOR 34.80 FEET; THENCE RUN SOUTH 75°37'25" EAST FOR 37.88 FEET; THENCE RUN SOUTH 24°50'21" EAST FOR 368.37 FEET (THE PRECEDING TWO COURSES BEING COINCIDENT WITH THE EAST LINES OF SAID PLAT); THENCE RUN SOUTH 88°20'44" WEST FOR 195.10 FEET; THENCE RUN NORTH 24°22'23" EAST FOR 41.17 FEET; THENCE RUN SOUTH 88°20'49" WEST FOR 33.74 FEET TO A POINT OF INTERSECTION WITH A CIRCULAR CURVE; THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 107°09'36", A RADIUS OF 232.00 FEET, A CHORD DISTANCE OF 373.37 FEET AND A CHORD BEARING OF NORTH 35°28'42" WEST, FOR AN ARC DISTANCE OF 433.91 FEET; THENCE RUN NORTH 06°43'38" EAST, ALONG THE WEST LINE OF SAID PLAT, FOR 3.38 FEET TO THE POINT OF BEGINNING.

COMPARABLE IMPROVED LAND SALE NUMBER 5



RECORDING DATA:

County: Broward County
CIN 119775269
Folio Number: 4942-26-11-0023

LOCATION OF SALE:

1048 E Oakland Park Blvd.
Oakland Park, Florida 33334

GRANTOR:

Dansam Properties 2500 LLC.

GRANTEE:

HY Nissim Developments, LLC.

LEGAL DESCRIPTION:

Lengthy legal description see Deed attached.

DATE OF SALE:

August 29, 2024

COMPARABLE IMPROVED LAND SALE NUMBER 5 (CONTINUED)

SITE SIZE:	18,499 square feet
CONSIDERATION:	\$1,150,000
SALE PRICE PER SQ. FT:	\$62.17 per S.F. of land area
FINANCING:	Cash to seller
TYPE OF INSTRUMENT:	Warranty Deed
ZONING:	MR - Middle River sub area
PRESENT USE:	Vacant lot.
CONDITIONS OF SALE:	Arm's-length
VERIFICATION:	
ENCUMBRANCES:	Restrictions, covenants, limitations and easement of record. No apparent effect on sale price.
VARIOUS ON-SITE UTILITIES:	All utilities available on the site
COMMENTS:	The property is located on the southeast corner of SE 9 th Ave and E Oakland Park Blvd.

Deed (Sale 5)

Instr# 119775269 , Page 1 of 3, Recorded 09/03/2024 at 04:23 PM
Broward County Commission
Deed Doc Stamps: \$8050.00

Prepared by:
Manuel L. Crespo, Esq.
Greenspoon Marder LLP
600 Brickell Avenue, Suite 3600
Miami, FL 33131
(305) 789-2790
Our Matter No.: 66969.0003

Return to:
Joseph S. Giannell, Esq.
Giannell Title, LLC
3343 West Commercial Blvd, Suite 100
Fort Lauderdale, FL 33309

Parcel Identification No. 4942 27 11 0023

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture made this 29 day of August 2024 between Dansam Properties 2500, LLC, a Florida Limited Liability Company whose post office address is 7500 NW 25th Street Unit #212 Miami, FL 33122, Grantor*, and HY Nissim Developments LLC, a Florida limited liability company whose post office address is 790 E. Broward Blvd Apt #300 Fort Lauderdale, FL 33301 Grantee*.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

[Signature Page to Follow]

File Number: 66969.0003

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness
Printed Name: Casta V. Puello
P.O. Address: 600 Brickell Ave #3600
Miami, FL 33131
[Signature]
Witness
Printed Name: MARIA T. FERNANDEZ
P.O. Address: 600 Brickell Ave #3600
Miami, FL 33131

Dansam Properties 2500, LLC, a Florida Limited Liability Company

By: [Signature]
Samuel D. Noriega, Manager

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of August 2024 by Samuel D. Noriega, Manager of Dansam Properties 2500, LLC who ☐ is personally known or ☒ has produced drivers' licenses as identification.

[Seal]



Casta V. Puello
Comm.: HH 566306
Expires: Aug. 24, 2028
Notary Public - State of Florida

[Signature]
Notary Public Casta V. Puello
Print Name: _____
My Commission Expires: _____

Exhibit A

A parcel of land in Block 1 of the AMENDED PLAT OF LAUDERDALE HEIGHTS, according to the plat thereof as recorded in Plat Book 16, Page 12, in the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 26, Township 49 South, Range 42 East; thence run North 88°10'50" East 1494.45 feet along the North line of said Section 26; thence run South 1°47'20" East 70 feet to the Point of Beginning; thence run North 88°10'50" East 150 feet; thence run South 1°47'20" East 125 feet; thence run South 88°10'50" West 150 feet; thence run North 1°47'20" West 125 feet to the Point of Beginning;

Less and Except

A parcel of land lying in Block 1, AMENDED PLAT OF LAUDERDALE HEIGHTS, according to the Plat thereof as recorded in Plat Book 16, Page 12, of the Public Records of Broward County, Florida, more particularly described as follows:

Commence at the NW corner of Section 26, Township 49 South, Range 42 East, Broward County, Florida: thence East along the boundary line of said Section 26, a distance of 1494.45 feet to a point; thence South on an excluded angle (SW Quadrant) of 89 degrees, 57 minutes, and 58 seconds, being measured from the aforescribed line, a distance of 70 feet to the Point of Beginning of this description; thence continue South on the aforescribed line, a distance of 24.98 feet to a point; thence Northeasterly along the arc of a circular curve to the right, which radius is 25 feet, an arc distance of 39.26 feet to a point; thence West, on a straight line, a distance of 24.98 feet to the point of beginning.

Less and Except

Parcel No. 105

That part of Block 1, AMENDED PLAT OF LAUDERDALE HEIGHTS, according to the plat thereof as recorded in Plat Book 16, Page 12, of the Public Records of Broward County, Florida, in Section 26, Township 49 South, Range 42 East, said part more particularly described as follows: Commence at the Northwest corner of said Section 26; thence N 88°10'51" E along the North line of said Section 26 a distance of 1508.36 feet; thence S 01°49'09" E a distance of 72.59 feet to the Point of Beginning; thence continue S 01°49'09" E a distance of 10.00 feet; thence N 88°10'51" E a distance of 10.00 feet; thence N 01°49'09" W a distance of 12.57 feet to a point on a curve concave Southeasterly having a tangent bearing of S 85°41'20" W through said point; thence Southwesterly along said curve having a radius of 25.00 feet, through an angle of 23°50'03" an arc distance of 10.40 feet to the Point of Beginning.

Parcel Identification Number: 4942 27 11 0023

Historic Property Information

Martin C. Frost Residence 400 South Federal Highway

The City of Dania Beach designated this structure as a historic property in 2000 by Ordinance Number 2000-038.

The Martin Frost House is significant at the local level in the area of architecture and community planning and development and may be eligible for listing in the National Register of Historic Places. The house is associated with Martin C. Frost, one of Florida's largest tomato farmers and a Dania politician and developer. The residence stands in the Dania Heights subdivision, which Martin Frost opened for development in October 1923. The dwelling was completed by the following year by Edgar S. Tubbs, a local contractor.



The property possessed significance as one of the largest and best executed examples of the Mediterranean Revival style in the city. The residence typifies the exuberant architecture of South Florida during the land boom of the 1920's. In addition, it stands as one of the best preserved historic building in the city along Federal Highway. Indeed, few building in Dania Beach better portray the city's heritage than the Martin Frost House.

HISTORICAL SIGNIFICANCE

Born in Wisconsin in 1886, Martin C. Frost arrived in Dania in 1901 with his family. After completing public school, Frost opened his father's general store and, for a brief period, worked in the lumber industry in his native state. Then, 1910, he returned to Florida to embark on a career in farming, specializing in the cultivation and marketing of tomatoes. He acquired property west of the Town of Modelo (the original name of Dania Beach), where he began draining and clearing land for a farm. In 1915, he formed a partnership with Miami businessman M.C. Hardee. Through their association, named Hardee & Frost, the pair developed the East March grove, a 200-acre tomato farm at Hallandale. Hardee had arrived in Dania Beach in 1905, but moved to Miami in 1919.

At East March, the partners installed a pumped drainage system to remove excess water from the fields during the rainy season, an innovative feature in south Florida. The system saved several large crops from ruin, and eventually the Hardee & Frost built packing houses in Dania and Hallandale to market their vegetables. In 1922, the company harvested five hundred crates of tomatoes per acre from its East Marsh fields, making Hardee & Frost the largest producer of

tomatoes in the state. The company's East Marsh variety of tomato became a standard in Florida's truck crop industry.

Martin Frost success as a farmer spilled over into local politics. He first won election as an alderman in November 1912. Two years later, he won the mayoral race, serving as mayor of Dania Beach between 1914 and 1917 and again, after a two-year hiatus, between 1919 and 1922. Nine years later, in 1931, the voters of Dania Beach returned him to the mayor's office.

When Frost's father, A.C. Frost, left Florida in 1920, Martin inherited his position as a sales representative for the Model Land Company in Broward County. Martin also represented the Florida Atlantic Coast Canal and Transportation Company and served as a director of the Dania Bank. Frost also succeeded his father on the Board of Commissioners for Broward County, winning election of the county commission seat in 1922. The following year, near the peak of this business and political careers, Martin Frost opened the Dania Heights subdivision and built the dwelling on South Federal Highway. He retired from farming and politics soon thereafter, excepting his brief return to the mayor's office in 1931. He also ended his decade-long association with M.C. Hardee in 1923, though he continued to serve as a Director of the Dania Bank. Martin Frost died in 1965.

ARCHITECTURAL SIGNIFICANCE

The two-story, hollow tile dwelling stands in lots 1-3 and 64 25-26 of Dania Heights subdivision. The property measures 145 feet along Federal Highway and 250 feet deep along Southwest Fourth Street. A masonry privacy wall finished with textured stucco surrounds the property. Orb finials stand at the corners and entrance breaks in the wall.

The dwelling displays typical influences of the Mediterranean Revival style. Its complex roof plan consists of flat and hip portions with shaped parapets, ceramic tile cresting, and pent roofs. The pent roofs are finished with carved wooden brackets and ceramic tiles. A brick chimney projects high above the roof system. The house displays arched vents and a gabled roof protected by ceramic tiles. Fenestration is irregular and asymmetrical with six and eight light casement windows admitting natural light into the interior. Many of the windows are protected by louvers. Textured stucco serves as the exterior wall surfacing and contrasts with pine and cypress detailing employed on the doors, windows and frieze. An L-Shaped veranda wraps along the front façade and north elevations. French doors open leading from the veranda into the interior tend to blur the distraction between outside and inside.

The front, or east, façade displays a central block with asymmetrical projecting wings. The second story of the central block contains a series of nine-light casement windows set in arched surrounds, divided by lighted sconces and bracketed by statuary niches. A paneled frieze highlights the eave line of the hip

roof. The northern most projecting wing has a balconet with a curved wrought-iron baluster. Both projecting wings have pent roofs. The pent roof on the northern wing interrupts the parapet; the roof on the southern wing is tightly held to the casement windows. Ceramic tiles finish the corners of each wing.

Arched openings along the front part of the veranda are filled with cypress frames and turned balusters. A small gable extension projects from the north elevation of the veranda. French doors with fifteen and twelve lights open from the veranda into the interior spaces.

The south elevation had barrel tile cresting along the parapets and symmetrical fenestration. The west, or rear, elevation had a one-story extension with shaped and stepped parapets. Its asymmetrical fenestration includes a leaded art-glass window set in the second story. The interior had a double fireplace, high ceilings finished with hewn beams, and spacious rooms.

A two-story garage apartment stands near the southwest corner of the property. It has a rectangular plan, and steps along the east elevation. A pair of garage doors opens along the north elevation. The flat roof upon the garage features stepped parapets finished with barrel tile cresting. Textured stucco serves as the exterior wall surfacing. The windows are protected by louvers.

QUALIFICATIONS OF APPRAISER

QUALIFICATIONS

ROBERT D. MILLER, ASA

EDUCATION:

Appraisal Institute Courses
 SSP Standards of Professional Practice
 I-A Fundamentals of Real Estate Appraisal
 I-B Capitalization Theory and Techniques
 8 Appraising a Single-Family Residence
 2-1 Case Studies in Real Estate Valuation
 2-2 Report Writing
 Business Valuation Seminar
 Litigation Valuation
Other Appraisal Courses
 Mass Appraisal of Residential Properties
 Florida State Law and USPAP
 Factory Built Housing
 Automated Valuation Models
Over 600 Hours of CE

PROFESSIONAL AFFILIATION:

Senior Member of American Society of Appraisers-
 South Florida Chapter No. 82 – Accredited Senior Appraiser (ASA) Real
 Property Urban

LICENSED:

Certified General Real Estate Appraiser #RZ1270- State of Florida

EXPERIENCE:

1993-Present Vice President-The Urban Group, Inc.
 1995-2020 Owner Miller Appraisal Group, Inc.
 1978-1993 Real Property Analysts, Inc., Fort Lauderdale,
 Florida, Executive Vice President
 1987 Involved in United States Senate Study Right-of-Way
 Acquisition Procedures

QUALIFIED AS EXPERT WITNESS FOR:

Condemnation proceeding in Broward, Broward, Monroe, Palm Beach and Duval
 Counties, Florida and Lake, Kankakee, Cook and DuPage Counties, Illinois.
 Testified in Bankruptcy Court in Florida and Texas and Federal Court in Miami,
 Florida

HAS COMPLETED:

Appraisal Assignments

Commercial, Improved and improved
 Condemnation projects
 Industrial, Improved and improved
 Multi-family residential,
 Mobile Home Parks
 Office, Improved and improved
 Special purpose properties

Counseling

Acquisition projects
 Income tax analysis
 Investment analysis
 Tax assessments
 ROW Cost Analysis
 Special assessments
 Review Services

VARIOUS CLIENTS OVER THE PAST TEN YEARS

GOVERNMENT

BROWARD COUNTY
BROWARD COUNTY AVIATION DEPARTMENT
BROWARD COUNTY SCHOOL BOARD
CHARLOTTE COUNTY
CITY OF BOYNTON BEACH
CITY OF CORAL SPRINGS
CITY OF DELRAY BEACH
CITY OF FORT LAUDERDALE
CITY OF FORT MYERS
CITY OF HALLANDALE BEACH
CITY OF HOLLYWOOD
CITY OF LAUDERDALE LAKES
CITY OF KEY IST
CITY OF MARGATE
CITY OF MIAMI
CITY OF DANIA BEACH
CITY OF MIAMI SPRINGS
CITY OF NORTH LAUDERDALE
CITY OF POMPANO BEACH
CITY OF RIVIERA BEACH
CITY OF SUNRISE
CITY OF WEST PALM BEACH
FEDERAL AVIATION ADMINISTRATION
FLORIDA DEPARTMENT OF TRANSPORTATION
BROWARD COUNTY
PALM BEACH COUNTY
PALM BEACH COUNTY SCHOOL BOARD
SOUTH FLORIDA WATER MANAGEMENT
TOWN OF DAVIE
US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

PRIVATE

ALTMAN DEVELOPMENT CORPORATION
BELLSOUTH MOBILITY
CLEAR CHANNEL OUTDOOR
CLEVELAND CLINIC
LENNAR HOMES
THE TAUBMAN COMPANY
SBA TOIRS INC.
UNITED HOMES
WAL-MART CORPORATION

ATTORNEY

ACKERMAN SENTERFITT
BECKER & POLIAKOPF
TOBY BRIGHAM-
BRUSCHI LP
COKER AND FEINER
BRIAN PATCHEN PA
HOLLAND & KNIGHT
GREENSPOON MARDER
TEW CARDENAS
GOREN CHEROF DOODY & EZROL PA
WEISS-SEROTA-HELFMAN



Appraisal Report

158 North Federal Hwy.

Dania Beach, Florida 33004

Development Site

Bowery Report No. JOB-2300027364

REQUESTED BY

City Manager Ana M. Garcia, ICM-CM

City of Dania Beach

100 W. Dania Beach Boulevard

Dania Beach, Florida 33004

DATE OF VALUE

As Is Market Value: August 8, 2023

PREPARED BY



Harry C. Newstreet, MAI



1200 University Blvd., Suite 104, Jupiter, FL 33458
78 SW 7th Street, Suite 09-127, Miami, FL 33130
121 S. Orange Ave., Suite 1500, Orlando, FL 32801
100 South Ashley Dr., Suite 600, Tampa, FL 33602

August 9, 2023

City Manager Ana M. Garcia, ICM-CM
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Re: Appraisal File No. JOB-2300027364
Development Site
158 North Federal Hwy.
Dania Beach, Florida 33004

Dear Ms. Garcia,

In accordance with your request, we have completed an appraisal of 158 North Federal Hwy. in Dania Beach, Florida. The purpose of this appraisal is to provide the As Is Market Value of the fee simple interest as of August 8, 2023. To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP.

The subject is located at the southeast corner of N. Federal Highway and NE 2nd Street in the City of Dania Beach, Broward County, Florida. The property is approximately 0.43-acres or 18,600 square feet in size. The subject site is located within the CC, City Center District in the City of Dania Beach. The subject is currently improved with a 1,565 concrete structure which is in poor condition and does not contribute to the value of the site. As of the effective date of the appraisal the subject property does not have site plan approval.

As with any appraisal, the reader is reminded that the opinion of value is only valid as of the effective date. Our conclusions are predicated on the attitudes and expectations prevalent in the subject submarket and market on the date of value. Bowery Valuation continuously monitors the markets where we are active and appropriate steps have been taken to ensure our analysis is based on the most recent, relevant data available. Changes in market conditions, whether from Covid-19, the War in Ukraine, or any other unanticipated future event, could impact value.

Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformance with the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute, the Uniform Standard of Professional Appraisal Practice (USPAP), and applicable state appraisal regulations.

After carefully considering all available information and factors affecting value, our opinion is as follows:

Market Value Opinion

Value	Interest Appraised	Date of Value	Conclusion
Land Value As Is	Fee Simple Interest	August 8, 2023	\$1,860,000

Ms. Garcia
Page 2
August 9, 2023

The value conclusions are subject to the following **Extraordinary Assumptions**¹ that may affect the assignment results. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- We make the extraordinary assumption that the existing improvements could generate sufficient income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. Thus, no demolition deduction has been applied.

The value conclusions are based on the following Hypothetical Conditions² that may affect the assignment results.

- None.

The opinion of value expressed herein is subject to the certification, assumptions and limiting conditions, and all other information contained in the following written appraisal report.

Sincerely,



Harry C. Newstreet, MAI
Senior Vice President
State Certified General Real Estate Appraiser
RZ2278
harry.newstreet@boweryvaluation.com
(954) 461-4073

¹ The definition of Extraordinary Assumptions can be found in the Glossary of Terms, which is located in the Addenda.

² The definition of Hypothetical Conditions can be found in the Glossary of Terms, which is located in the Addenda.

Summary of Salient Facts & Conclusions

Property Identification



The subject is located at the southeast corner of N. Federal Highway and NE 2nd Street in the City of Dania Beach, Broward County, Florida. The property is approximately 0.43-acres or 18,600 square feet in size. The subject site is located within the CC, City Center District in the City of Dania Beach. The subject is currently improved with a 1,565 concrete structure which is in poor condition and does not contribute to the value of the site. As of the effective date of the appraisal the subject property does not have site plan approval.

Salient Facts

Parcel ID	504234011620; 504234011610; 504234011591; 504234011600	Zoning	CC, City Center District
Site Area (sq. ft./ acres)	18,600± / 0.43±	Flood Hazard Zone	Zone X
		Exposure Time	6-9 months
		Marketing Time	6-9 months
		Date of Inspection	August 8, 2023
		Date of Report	August 9, 2023

SWOT Analysis

Strengths

- The subject is partially improved and does not need significant site work to begin development.

Weaknesses

- The subject property is located north of the downtown core.

Opportunities

- The subject has medium density zoning that allows for mixed-use development with a maximum FAR of 8.00.

Threats

- The Federal Reserve Board met on July 26, 2023 and increased the benchmark rate by 25 basis points, bringing the federal funds rate to a range of 5.25% - 5.50%, a 22 year high. Although inflation has been trending down, it still remains above the Fed's target rate of 2%. The FOMC meets three more times in 2023 and has signaled that further tightening may be warranted. However, given the slowing inflation, market watchers have also speculated that rate hikes may come to an end prior to the end of the year.

Conclusions

Market Value Opinions

Approach	Value	Interest Appraised	Date of Value	Conclusion
Cost Approach	N/A	N/A	N/A	Not Applied
Income Approach	N/A	N/A	N/A	Not Applied
Sales Approach	Land Value	Fee Simple Interest	August 8, 2023	\$1,860,000

Final Value Conclusion

Value	Interest Appraised	Date of Value	Conclusion
Land Value As Is	Fee Simple Interest	August 8, 2023	\$1,860,000

The value conclusions are subject to the following **Extraordinary Assumptions**³ that may affect the assignment results. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- We make the extraordinary assumption that the existing improvements could generate sufficient income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. Thus, no demolition deduction has been applied.

The value conclusions are based on the following Hypothetical Conditions⁴ that may affect the assignment results.

- None.

The opinion of value expressed herein is subject to the certification, assumptions and limiting conditions, and all other information contained in the following written appraisal report.

³ The definition of Extraordinary Assumptions can be found in the Glossary of Terms, which is located in the Addenda.

⁴ The definition of Hypothetical Conditions can be found in the Glossary of Terms, which is located in the Addenda.

Table of Contents

Introduction.....	6
Purpose & Date of Value Opinion	6
Identification of the Client.....	6
Intended Use and User.....	6
Property Rights Appraised.....	6
Property History	6
Exposure Time	6
Definition of Market Value	6
Scope of the Appraisal	7
General Assumptions	7
Data Sources	8
Neighborhood & Demographic Overview	9
Zoning Summary	14
Appraiser's Conclusion on Conformity.....	15
Assessed Values & Real Estate Taxes	16
Current Taxation & Assessment Description.....	17
Site Description	18
Hollywood/Dania Beach: Multifamily Submarket Analysis	20
Highest & Best Use	25
As Vacant.....	25
As Improved.....	25
Appraisal Valuation Process	27
Land Value	28
Comparable Sales	28
Reconciliation & Final Value Opinion	36
Certification.....	37
Addenda	39
Contingent & Limiting Conditions	39
Glossary of Terms.....	42
Subject Property Photos.....	45
Fort Lauderdale: Multifamily Market Analysis	47
Broward County Area Analysis	53
Licenses	62

Introduction

Purpose & Date of Value Opinion

The purpose of the appraisal is provide an opinion of the as is market value of the fee simple interest of the subject property as of August 8, 2023.

Identification of the Client

The City of Dania Beach has engaged us and is our client for this assignment.

Intended Use and User

The Intended Use of this report is for internal purposes. The intended user of the report is the City of Dania Beach and its representatives.

Property Rights Appraised

The subject is appraised on the basis of Fee Simple Interest.

Property History

The current owner of the parcel according to public record is TPS9 LLC.

The property was purchased by TPS9 LLC in April 2021 for \$800,000 per square foot. We reached out to the parties involved and did not receive a response.

Address	Block / Lot	Sale Date	Sale Price	Grantor	Grantee
158 North Federal Hwy.	504234011620; 504234011610; 504234011591; 504234011600	1/13/2020	\$800,000	FL Airport Hotel LLC	TPS9 LLC

We are not aware of any other bids or offers for the subject property.

Exposure Time⁵

It is our opinion that a normal exposure time for the subject property is between six and nine months. This conclusion is predicated on interviews with brokers and other real estate industry sources and on information obtained in the verification process. The value reported herein presumes such an exposure time.

Marketing Time⁵

It is our opinion that a normal marketing time for the subject property is between six months and nine months. This conclusion considers the property's relative market position, as well as our market value conclusion. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing time for the subject is likely to be the same as the exposure time.

Definition of Market Value

According to Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472, the following definition is used by agencies that regulate federally insured financial institutions in the United States:

⁵ The definition of Exposure Time and Marketing Time can be found in the Glossary of Terms, which is located in the Addenda.

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Scope of the Appraisal

Within the course of this assignment, we have:

- Inspected the site.
- Researched and investigated the location in terms of its economic activity, development patterns, and future trends and related their impact on the market.
- Researched the subject's zoning, specifically as it pertains to its location within a redevelopment zone.
- Determined the Highest and Best Use of the subject property based on an analysis of all relevant factors.
- Researched and analyzed sales of competitive assets and applied the techniques of the sales comparison approach in advancing opinions of value.
- Researched and analyzed sales of competitive land development sites
- Reconciled in order to estimate the final value estimate of the subject property based on the purpose of this appraisal.
- Advanced an opinion of the market value of the identified interest.

The scope of work is deemed sufficient to produce credible results

General Assumptions

This opinion of value reported herein assumes that the data provided are the most recent and accurate.

We note that our appraisers are not experts in the following domains:

- **Technical Environmental Inspections:** No recent Environmental Site Assessment report was provided in conjunction with this appraisal. We recommend the services of a professional engineer for this purpose. If a report is commissioned and there are any environmental issues uncovered, they could affect our opinion of value reported.
- **Zoning Ordinances:** We recommend an appropriately qualified land use attorney be consulted if a definitive determination of compliance is required.
- **Building Inspections:** We recommend a building engineer or professional property inspector for the inspection. Any immediate expenditures that a trained professional may determine are needed, could affect our opinion of value reported.
- **Easements, Encroachments, and Restrictions:** We did not do a title search and have assumed the title is free and clear. This appraisal also assumes any easements, encroachments and restrictions on the property are typical and will not have an adverse impact on value.

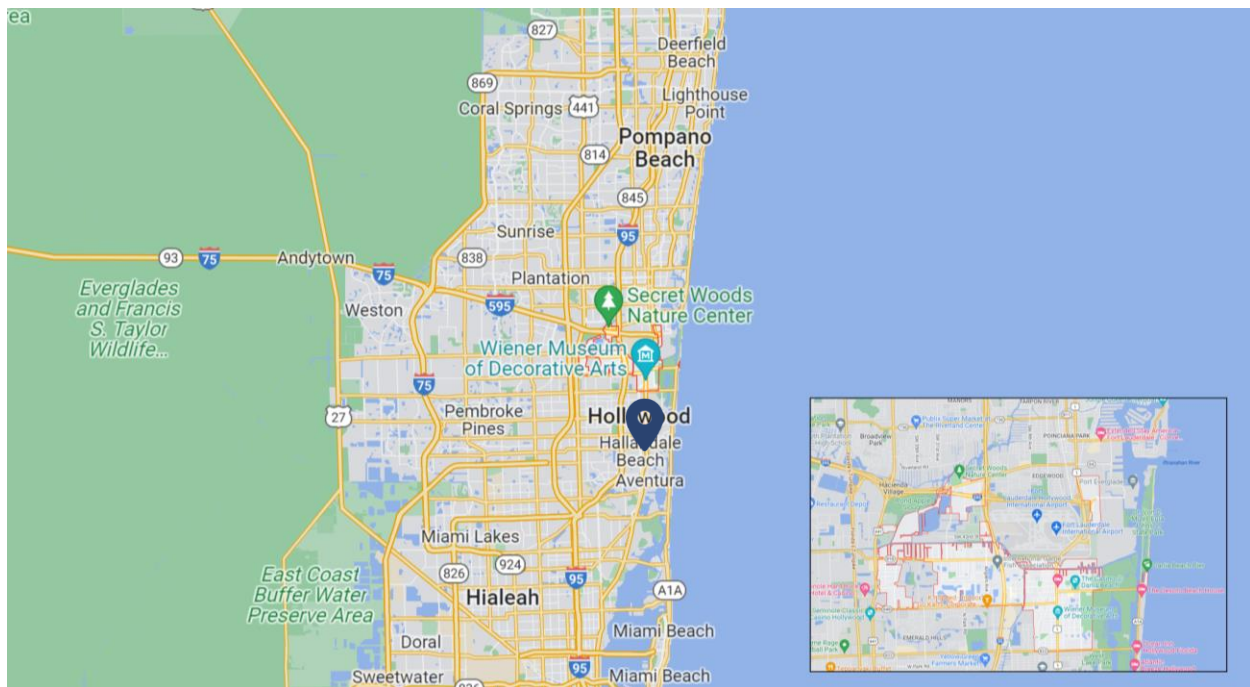
Data Sources

The data contained within this appraisal was compiled from market analysis utilizing the following sources (unless otherwise noted): the county property appraiser, Environics Analytics, CoStar, Federal Reserve, and FEMA. When possible, we have confirmed the reported data with parties to the transactions or those who are intimately familiar with their critical details.

Sources of Data

Site Data	Source/Verification:
Site Size	Public Record
Comparable Sales	Public Record; Primary Source

Neighborhood & Demographic Overview



Source: Google Maps

Dania Beach at a Glance

Dania Beach, FL, is a city located in Broward County, Florida, situated along the southeastern coast of the state. It is part of the Miami metropolitan area. Dania Beach has a mix of urban and suburban characteristics. It offers a diverse range of residential properties, including single-family homes, apartments, and townhouses. The city also has a variety of commercial properties, including retail spaces and office buildings. Dania Beach is located near several large cities, including Fort Lauderdale, Hollywood, and Miami, providing access to a wide range of amenities and job opportunities. The local economy is supported by various industries, including tourism, retail, and services. The city's larger employers include businesses in the hospitality and entertainment sectors. The housing stock in Dania Beach caters to both residents and visitors, with options for rentals and homeownership. Prices can vary depending on the proximity to the beach and other amenities. There are numerous retailers and businesses in Dania Beach, ranging from local shops and restaurants to national chains. Some of the largest retailers in the area include grocery stores, shopping centers, and restaurants. The city offers various recreational activities, including parks, beaches, and cultural attractions. Residents and visitors can enjoy outdoor activities and entertainment options. Dania Beach is well-connected by major corridors, including Interstate 95, which provides easy access to nearby cities and other parts of Florida. Public transit options, such as buses, are available for local and regional transportation. The nearest major airport is Fort Lauderdale-Hollywood International Airport, located nearby, offering convenient air travel options for residents and tourists.

Population and Households

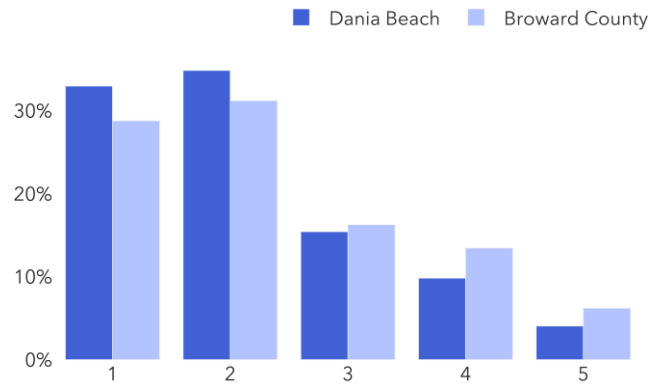
The following demographic profile, created with data from the U.S. Census Bureau, reflects the subject's municipality and market. As of the 2010 Census, Dania Beach had a population of 29,639 people and 12,877 households. Preliminary 2020 Census data shows its population has grown by 0.7% per year to 31,723 residents.

Population and Household Growth

	Area	2010 Census	2020 Census	Annual % Change
Population	Dania Beach	29,639	31,723	0.7%
	Broward County	1,748,066	1,944,375	1.1%
Households	Dania Beach	12,877	13,422	0.4%
	Broward County	686,047	756,657	1.0%

Households in Dania Beach tend to be smaller than those in Broward County. Households in Dania Beach have an average size of 2.28 people, compared to 2.52 people in Broward County. 2 person households account for the largest share in both Dania Beach and Broward County.

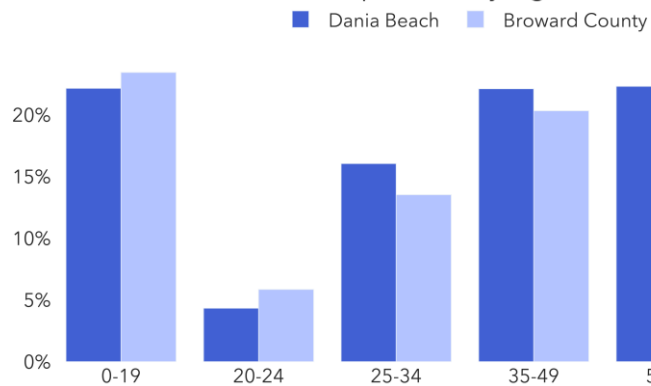
Households by Household Size



Source: U.S. Census Bureau

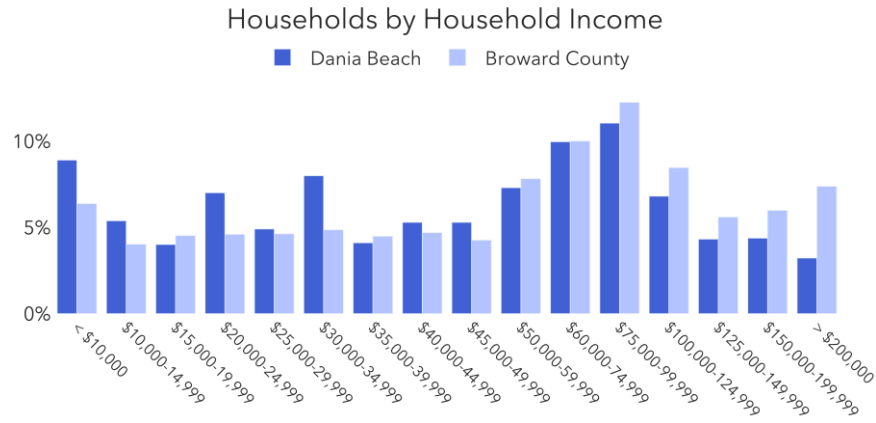
The median age of Dania Beach residents is younger than in Broward County. Residents of Dania Beach have a median age of 40.1, compared to 40.4 in Broward County. In Dania Beach, those between 50 and 66 years account for the largest cohort, compared to Broward County where children & teens accounts for the largest cohort.

Population by Age



Source: U.S. Census Bureau

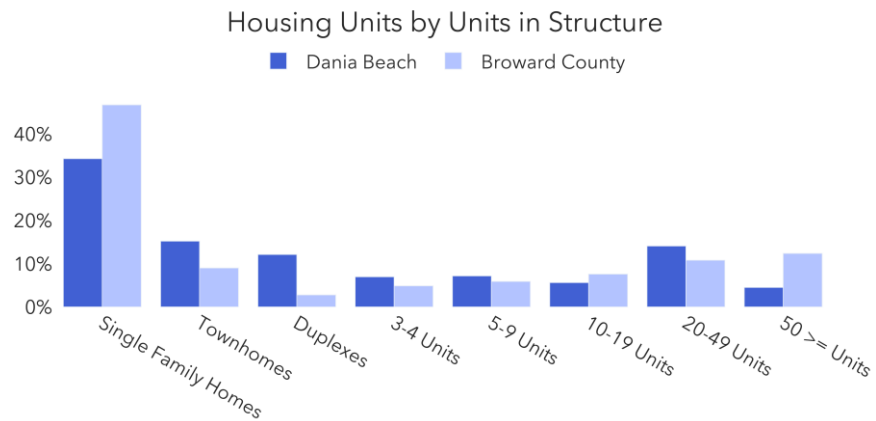
Households in Dania Beach have a lower median income than those in Broward County. Households in Dania Beach have a median income of \$47,135, compared to \$59,547 for households in Broward County. The chart below indicates the share of households by income brackets. In both Dania Beach and Broward County, the largest share of households has a household income of between \$75k-99,999.



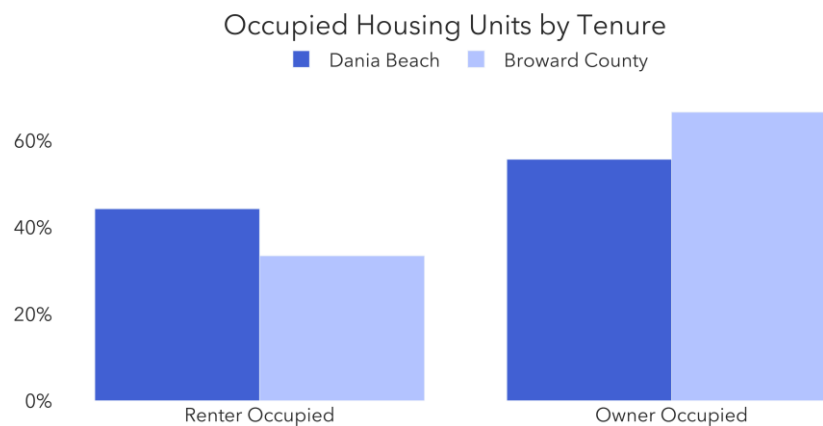
Source: U.S. Census Bureau

Housing

Single-family homes, followed by townhomes then 20-49-unit properties account for the most common forms of housing in Dania Beach. 56% of the housing units in Dania Beach are occupied by their owner. This percentage of owner-occupation is lower than the Broward County level of 67%.

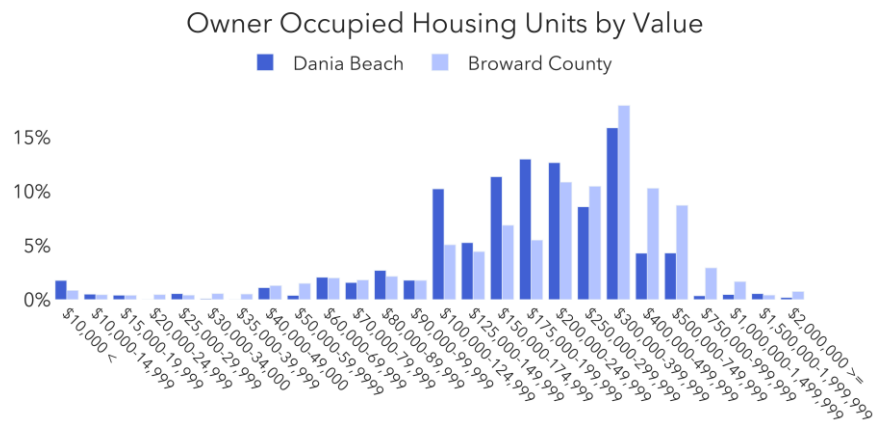


Source: U.S. Census Bureau



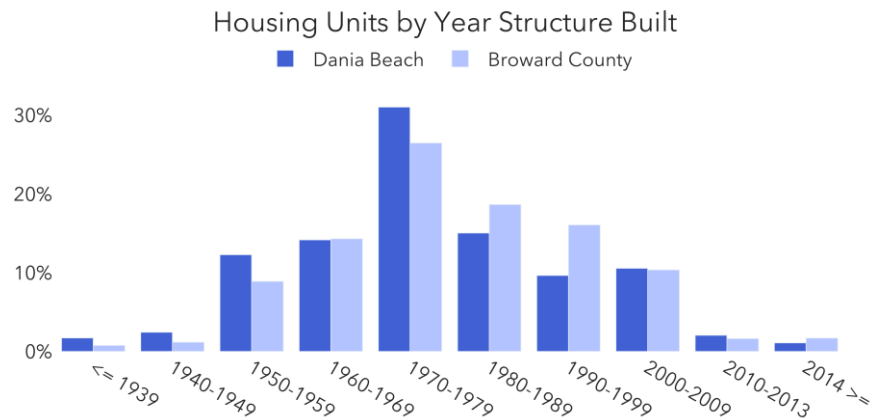
Source: U.S. Census Bureau

Homes in Dania Beach have a median value of \$194,700, compared to \$265,000 for Broward County. In Dania Beach, the largest share of homes have a value between \$300k - \$399k, compared to between \$300k - \$399k for Broward County.



Source: U.S. Census Bureau

Homes in Dania Beach have a median year built of 1976, compared to 1979 for Broward County. In Dania Beach, the largest share of homes were built between 1970-1979, compared to between 1970-1979 for Broward County.

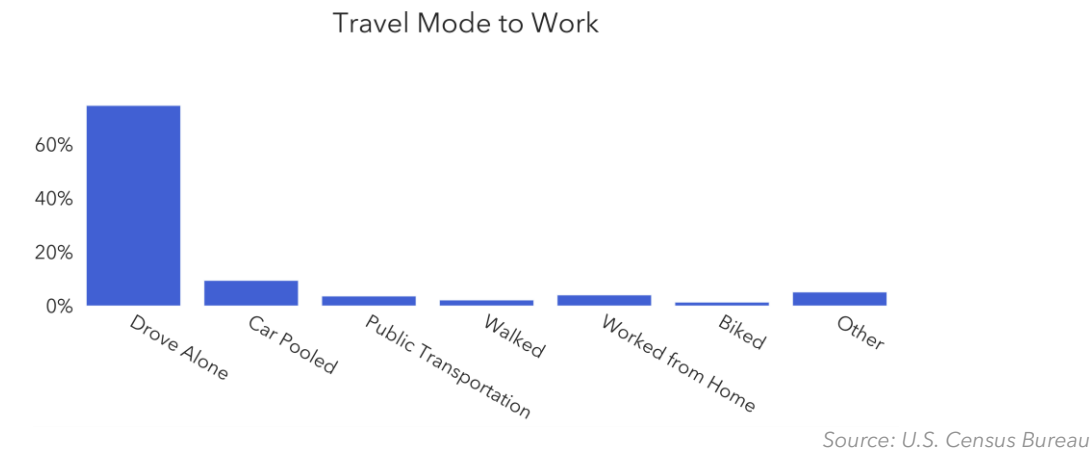
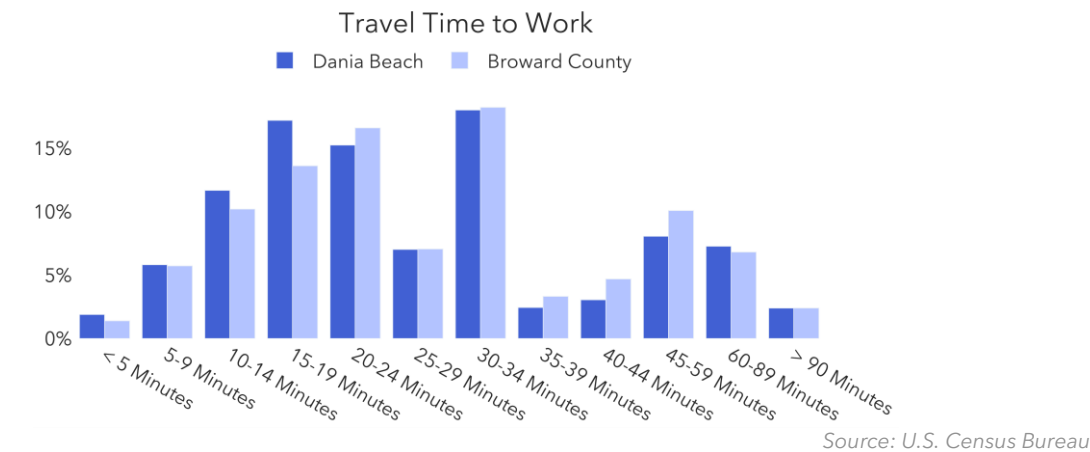


Source: U.S. Census Bureau

Transportation

In Dania Beach, the majority of residents drive alone with 74% choosing to do so. The second most popular method is carpooling with 9%.

Commuters in Dania Beach have a median commute time of about 22 minutes. In Dania Beach, the largest share of commuters have a commute between 30-34 minutes, compared to 30-34 minutes for Broward County.



Transportation Methods

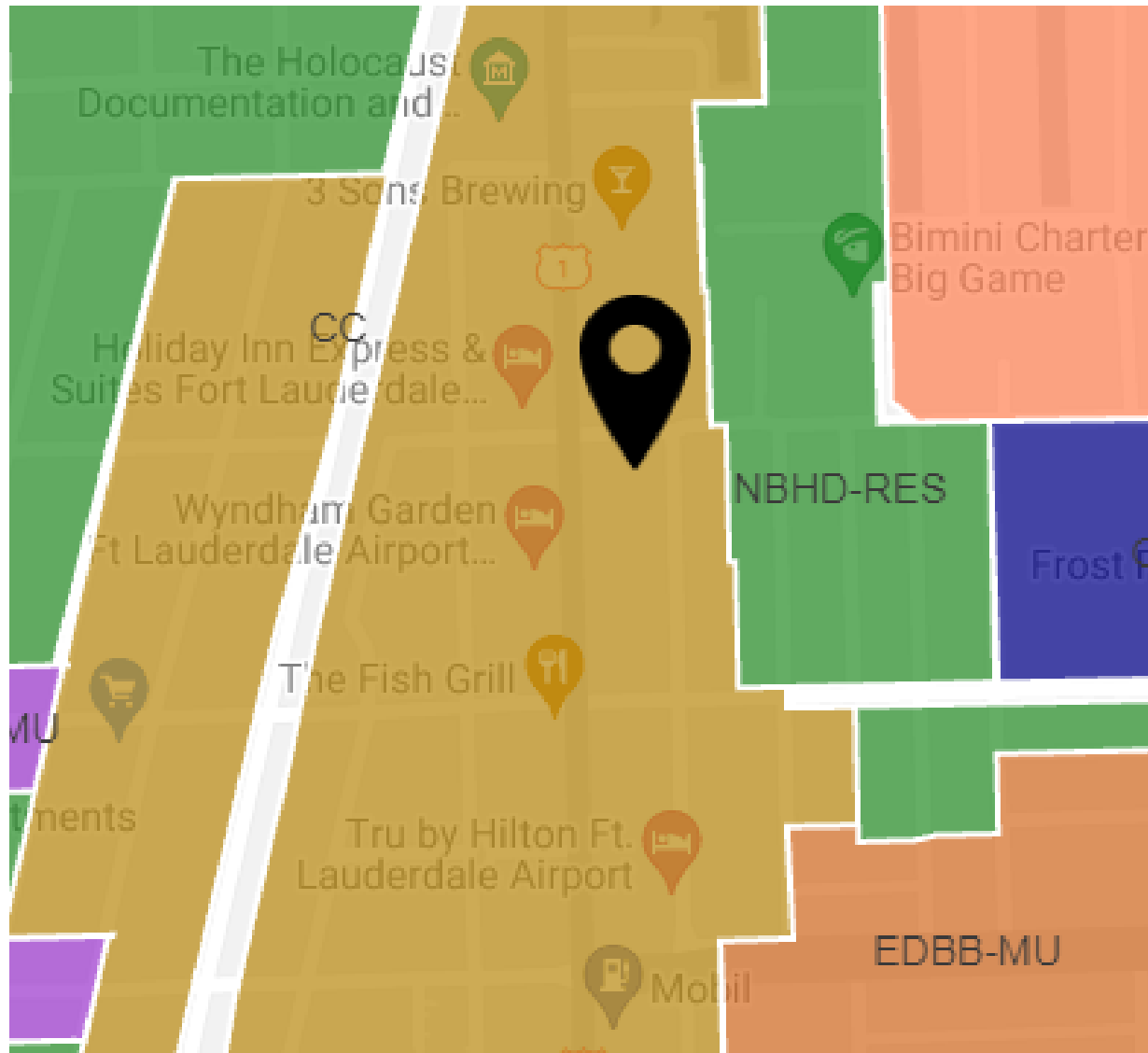
-  Dania Beach is located along Interstate 95, which cuts north and south through the city. Other corridors include County Route 818, 848, 822, and U.S. Route 1 and 441.
-  Dania Beach is served by the Fort Lauderdale Airport station on the Tri-Rail.
-  It is also served by several Broward County Transit buses that operated throughout the County.
-  Fort Lauderdale-Hollywood International Airport borders to the north.

Conclusion

Located north of Hollywood’s beaches and south across the Stranahan River from the well-populated beaches of Fort Lauderdale, Dania Beach shares the same views of the surf, but in relative solitude. The area has experienced strong population and household growth over the last ten years, trends that are expected to continue.

Zoning Summary

The subject site is located within the CC, Core Commercial district in the City of Dania Beach. The purpose is to establish a mixed-use downtown with transit-supportive density and intensity where citizens can work, live, and shop in a place that is the economic, governmental, entertainment and cultural focal point of Dania Beach. This district is designed to encourage accessible, active, pedestrian-oriented areas within walking distance of a prospective transit station on the FEC railway.



Property Jurisdiction

Existing Zoning Classification	CC, City Center District
Authority	City of Dania Beach
Special permitting or condition(s): (i.e., site plan approval, PUD, or other variance)	None Noted

	Allowed
Uses	mixed-use, commercial mixed-use, general commercial, office, medical office, and municipal
Min. Pervious Lanscaped Lot Area	10% (may be reduced to 0 with incentive bonuses)
Maximum Density	50 Du/Ac
Maximum FAR	8
Minimum Retail Space	1,000
	100 feet (Depth)
Maximum Height	6-stories
Front Setback	10 feet
Corner Setback	0-5 feet
Rear Setback	None
Side Setback	None

Appraiser's Conclusion on Conformity

The subject property is improved with a small CBS structure, which does not contribute to the value of the site. We note that no proposed site plan has been approved, as of the effective date of the appraisal. Based upon the allowable density, a maximum of 21 residential units would be allowed on the property.

Assessed Values & Real Estate Taxes



158 North Federal Hwy. is designated by the Broward County Property Appraiser as parcel ID's: 504234011620; 504234011610; 504234011591; 504234011600.

In the State of Florida, all real property is subject to reassessment every year, with January 1 establishing the statutory date for reassessment. By statute, real property is to be assessed at "just value", which is market value; although, for mass appraisal practices this is market value less personal property and transaction costs.

Commercial properties (and all non-homesteaded properties) are subject to a 10% cap, which limits the increase of a real property assessment at 10% each year. This applies to all taxing authorities except the school board, which is based on just value (market value), not the capped assessed value. A prospective buyer should consider that taxes will reset to market value and the cap will reset when the property sells or when renovations performed result in a greater than 25% increase in property value.

In Florida, the sale of a property does not automatically trigger a reassessment; however, any sale of a property at a price well above or below the prior assessed value has a high probability of reassessment during the next tax year.

The preliminary assessed values are not made public until sometime between August and September of the tax year. Millage rates are not finalized until October. Taxes are not due until the end of March of the next calendar year.

The maximum discount of 4.0 percent for early payment is available in November of the tax year, and months thereafter are eligible for discounts on a sliding scale (December at 3%, January at 2% and February at 1%).

A prudent investor will take advantage of the full 4% discount, which we factored it into our analysis.

Current Taxation & Assessment Description

While commercial real estate is assessed at market value, the mass appraisal process allows assessors to deduct for selling costs and items not associated with the sale of the real estate. As such, we often see assessments fall between 70% and 90% of market value. We project real estate taxes based on the contract price, an 85% assessment ratio the current millage & direct assessments, and the 4% discount for early payment.

The subject's tax assessment history and projected real estate taxes are presented in the tables below:

	2023	2022			2021		
	Assessed Value	Assessed Value	Ad-Valorem	Non-Ad Valorem	Assessed Value	Ad-Valorem	non-ad
504234011620	\$231,890	\$210,810	\$3,953	\$53	\$210,810	\$4,037	\$53
504234011610	\$220,510	\$200,470	\$3,871	\$15	\$182,250	\$3,490	\$14
504234011591	\$234,200	\$212,910	\$3,993	\$161	\$212,910	\$4,077	\$161
504234011600	\$423,810	\$393,470	\$7,379	\$891	\$393,470	\$7,534	\$747
Total	\$1,110,410	\$1,017,660	\$19,196	\$1,120	\$999,440	\$19,138	\$976

Subject Assessment & Taxes			
Tax Parcel #	504234011620; 504234011610; 504234011591; 504234011600		
Site Area (SF)	18,600		
Tax Year	2023 (Prelim.)	2022	2021
Assessor's Value	\$1,110,410	\$1,017,660	999,440
Millages (Effec., per \$1,000)		18.7532	19.1485
Ad Valorem Taxes		\$19,196	\$19,138
Non-Ad Valorem Taxes		\$1,120	\$976
Total Taxes		\$20,317	\$20,114
Assessment per SF		\$54.71	\$53.73
Ad Valorem Taxes per SF		\$1.03	\$1.03

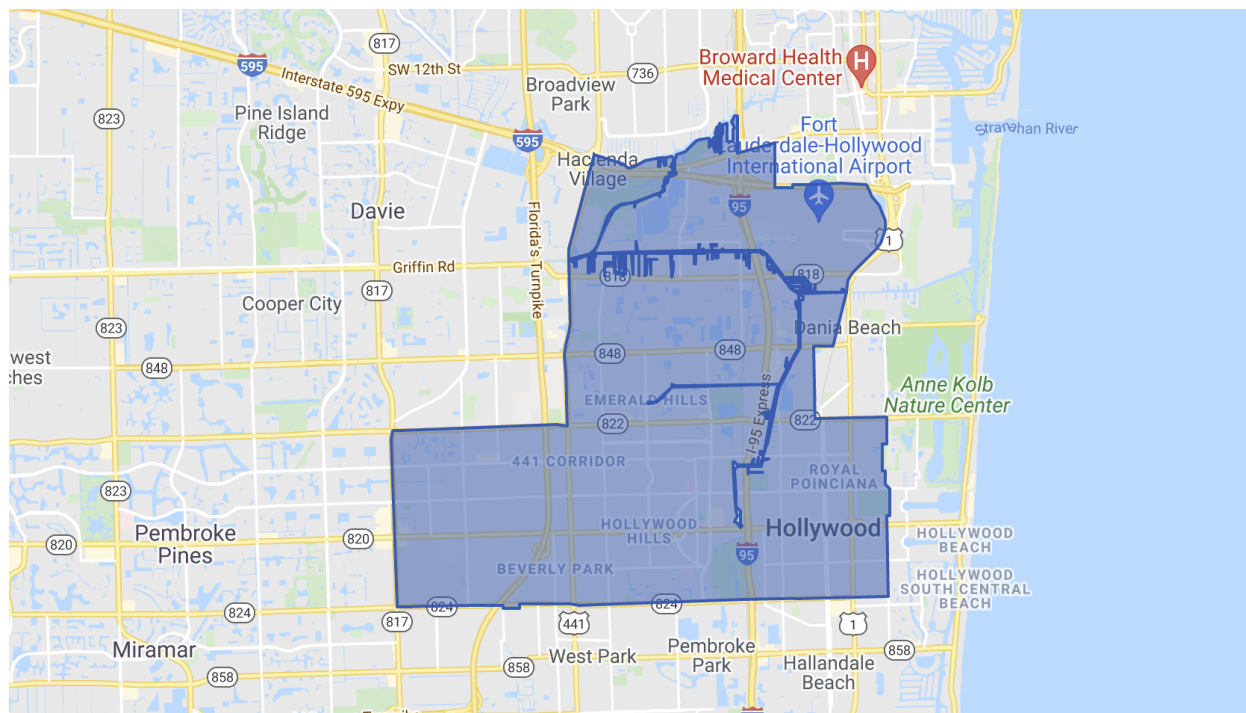
Projected Assessment & Taxes	
Site Area (SF)	18,600
Projected Assessment	\$1,581,000
Est. Millages (Effec., per \$1,000)	18.7532
Est. Ad Valorem Taxes	\$29,649
Non-Ad Valorem Taxes	\$1,120
Total Taxes	\$30,769
Less Discount for Early Pmt.	4.0%
	-\$1,231
Estimated Taxes	\$29,538
(rounded)	\$30,000

Topography	The site is level and at street grade.
Drainage	Assumed adequate
Access	The subject is accessed from N. Federal Highway, NE 2nd Street, and NE 1st Avenue.
Paving	All roads are paved with asphalt and are in average condition.
Street Drainage	Street drainage is collected by gravity into the local sewer storm system mains.
Street Lighting	Adequate
Utilities & Services	Water/Sewer- Municipal Police & Fire Protection - Municipal Electric - FP&L
Hazardous Substances	We observed no evidence of toxic or hazardous substances that require remediation during our inspection of the site.
Flood Hazard Status⁶	Located in "Zone X" on the National Flood Insurance Program Rate Map dated August 18, 2014 Community Panel 12011C0567H. Flood Zone X are areas determined to be outside 500-year floodplain determined to be outside the 1% and 0.2% annual chance floodplains.
Inspection	We did not observe any hazardous substances on the improvements or adverse environmental or physical conditions. The scope of the property inspection was sufficient to form informed opinions regarding the marketability of the subject property.
Conclusion	The site is like others in the vicinity, and there are no negative external factors. Based on its current use, it is adequate.

⁶ The flood map can be found in the Map Gallery, which is located in the Addenda.

Hollywood/Dania Beach: Multifamily Submarket Analysis

The information contained in this report was provided using 2023 Q2 CoStar data for the Hollywood/Dania Beach Multifamily Submarket ("Submarket") located in the Fort Lauderdale Market ("Market").



Overview

The subject property is in the Hollywood/Dania Beach Submarket of the Fort Lauderdale Market, defined in the map above. This Submarket accounts for 10.6% of the Markets total inventory with 14.2k units. Multifamily fundamentals have reverted back to the historical norm over the first half of 2023. Economic uncertainty and elevated pipelines have coincided with seasonal demand trends over the first half of 2023, putting upward pressure on vacancies, with rent growth normalizing across most markets across the Nation. With softening fundamentals occurring alongside the elevated cost of debt, investors have tightened their lending standards, slowing transaction activity, putting upward pressure on cap rates, and driving down values. In the Hollywood/Dania Beach Submarket, demand remains strong and vacancy rates continue to compress, with rents up 1.6% in the latest quarter and 2.6% over the past year. Despite positive fundamentals, values decreased -6.7% over the past year after negative growth in the latest quarter, ultimately decreasing to \$302,940/unit.

Sector Fundamentals

	Hollywood/Dania Beach	YoY	QoQ	Fort Lauderdale	YoY	QoQ
Market Rent/Unit	\$1,922	2.6%	1.6%	\$2,241	0.8%	-0.1%
Vacancy Rate	4.81%	-29 bps	-85 bps	5.92%	123 bps	33 bps
Net Absorption Units	120	-44.4%	-31.0%	563	1708.6%	4.5%
Asset Value/Unit	\$302,940	-6.7%	-0.6%	\$321,319	-8.5%	-1.8%
Market Cap Rate	5.16%	38 bps	6 bps	4.96%	44 bps	7 bps
Transaction Count	4	-81%	-50%	37	-56%	-5%
Sales Volume	\$5,950,000	-90%	-40%	\$352,963,104	-60%	99%

The table below presents historical performance of key indicators for multifamily space in the Submarket including inventory & construction levels, net absorption, vacancy & availability, rental rates, pricing, and cap rates.

Historical Multifamily Performance: Hollywood/Dania Beach Submarket

Period	Inventory Units	Under Construction Units	Net Delivered Units 12 Mo	Absorption Units 12 Mo	Vacancy Rate	Market Effective Rent/Unit	Asset Value/Unit	Market Cap Rate
2023 Q2	14,201	2,304	441	459	4.8%	\$1,922	\$302,940	5.16%
2023 Q1	14,201	2,088	638	555	5.7%	\$1,892	\$304,720	5.10%
2022	14,061	2,228	771	348	6.0%	\$1,881	\$308,021	5.02%
2021	13,290	1,847	0	532	3.1%	\$1,782	\$325,587	4.72%
2020	13,290	650	631	315	7.1%	\$1,540	\$262,711	5.32%
2019	12,659	828	6	144	5.0%	\$1,523	\$257,357	5.66%
2018	12,653	637	592	449	6.1%	\$1,481	\$243,681	5.79%
2017	12,061	598	-14	58	5.2%	\$1,452	\$235,681	5.91%
2016	12,075	386	326	75	5.8%	\$1,402	\$223,254	6.01%
2015	11,749	722	0	28	3.8%	\$1,377	\$221,359	6.00%
2014	11,749	0	0	68	4.0%	\$1,298	\$202,893	6.22%
2013	11,749	0	-10	-7	4.6%	\$1,259	\$184,341	6.54%

Supply & Demand

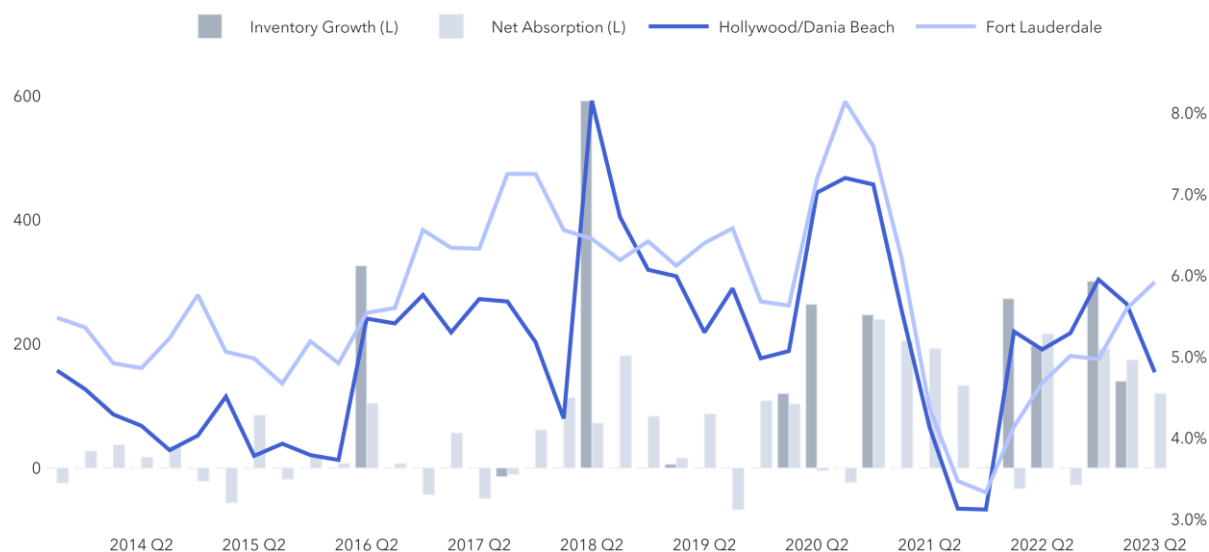
The Submarket has 14.2k units of multifamily space, and developers have added, net of demolitions, 2.5k units over the past ten years, increasing inventory by 20.9% during that time. Despite an increase in supply over the past ten years, absorption levels have outpaced it and vacancy rates are lower than they were a decade ago, compressing from 4.8% to 4.8%.

Despite an increase in inventory levels over the past year, demand has outpaced it and vacancy rates have compressed 29 bps over the past year from 5.1% to 4.8% remaining below the 10-year average of 5.1%, and below the Market average by 111 bps. With 120 units absorbed in 2023 Q2, vacancy rates have compressed 85 bps over the past quarter. In the 2nd quarter, multifamily tenants in the Submarket absorbed 120 units, a decrease from the 174 units absorbed in 2023 Q1, and also down from the 216 units absorbed in the same quarter last year.

Vacancy Rates

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	6.2%	6.3%	6.2%	6.5%	6.7%	6.5%	6.5%	6.7%	4.9%	6.4%	6.7%	6.8%
Market	5.4%	5.8%	5.2%	6.6%	7.2%	6.4%	5.7%	7.6%	3.3%	5.0%	5.6%	5.9%
Submarket	4.6%	4.0%	3.8%	5.8%	5.2%	6.1%	5.0%	7.1%	3.1%	6.0%	5.7%	4.8%
Class A	10.5%	7.6%	5.7%	28.6%	8.8%	14.5%	6.2%	22.6%	3.1%	13.1%	7.4%	5.9%
Class B	4.1%	3.5%	4.3%	4.5%	4.3%	6.8%	4.7%	5.4%	3.0%	5.5%	8.3%	5.5%
Class C	4.4%	4.0%	3.5%	4.1%	5.1%	4.7%	4.9%	4.7%	3.2%	4.2%	4.2%	4.2%

Absorption & Vacancy Rates



Rents

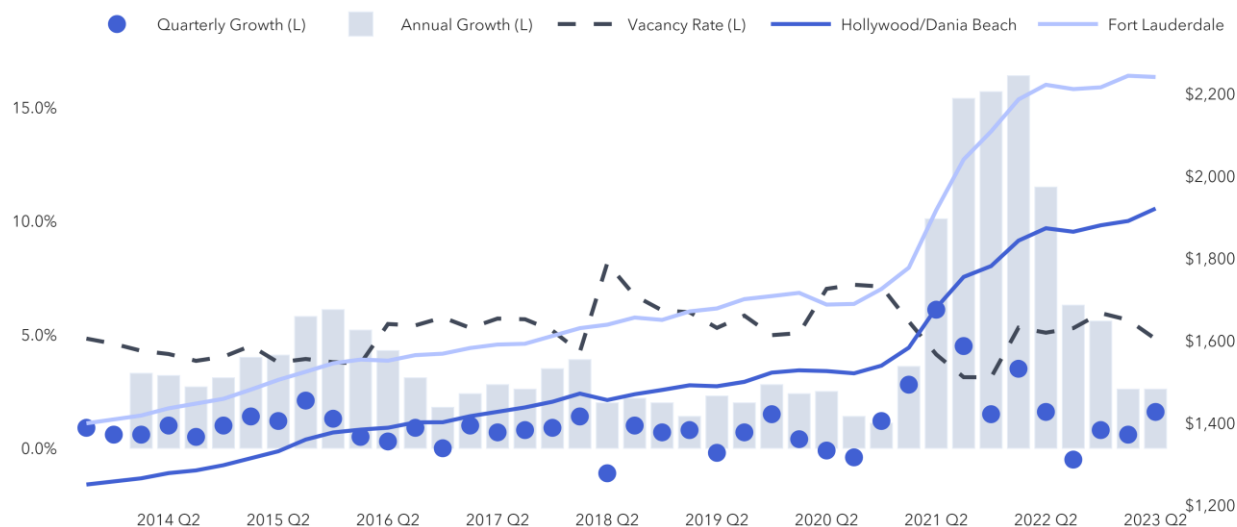
At \$1,922/unit, rents in the Hollywood/Dania Beach Submarket are roughly 14% lower than the Market average of \$2,241/unit. Rents vary throughout the Submarket. Class A apartment units are a premium with an average effective rent rate of \$2,747/unit, followed by \$2,245/unit for Class B and \$1,240/unit for Class C units. Rents in the Submarket have increased 5.4% per annum over the past decade, falling short of the Market, where rents increased 6.0% per annum during that time.

Market Rents

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	\$1,173	\$1,202	\$1,254	\$1,282	\$1,312	\$1,355	\$1,400	\$1,404	\$1,567	\$1,625	\$1,642	\$1,658
Market	\$1,410	\$1,459	\$1,546	\$1,569	\$1,612	\$1,651	\$1,709	\$1,726	\$2,109	\$2,216	\$2,245	\$2,241
Submarket	\$1,259	\$1,298	\$1,377	\$1,402	\$1,452	\$1,481	\$1,523	\$1,540	\$1,782	\$1,881	\$1,892	\$1,922
Class A	\$1,840	\$1,870	\$1,975	\$1,990	\$2,058	\$2,097	\$2,175	\$2,139	\$2,565	\$2,683	\$2,676	\$2,747
Class B	\$1,340	\$1,394	\$1,495	\$1,516	\$1,585	\$1,620	\$1,669	\$1,725	\$2,052	\$2,212	\$2,220	\$2,245
Class C	\$886	\$919	\$969	\$1,002	\$1,029	\$1,047	\$1,064	\$1,081	\$1,162	\$1,206	\$1,228	\$1,240

Prior to the pandemic, the Hollywood/Dania Beach Multifamily Submarket experienced an improvement in rent growth, although at a softened rate. In 2019 Q4, annual rent growth in the Submarket accelerated above the previous quarters yoy growth rate, but remained below the historical average, with annual growth of 2.8%. In 2020 Q2, quarterly rent growth fell to -0.1%. By the end of 2020, rents had increased 1.1% from the 2019 Q4 rent level of \$1,523/unit. From 2019 Q4 to 2021 Q4, rents increased 17.0%. Quarterly rent growth in 2023 Q2 increased 1.6%, although annual growth softened to 2.6%.

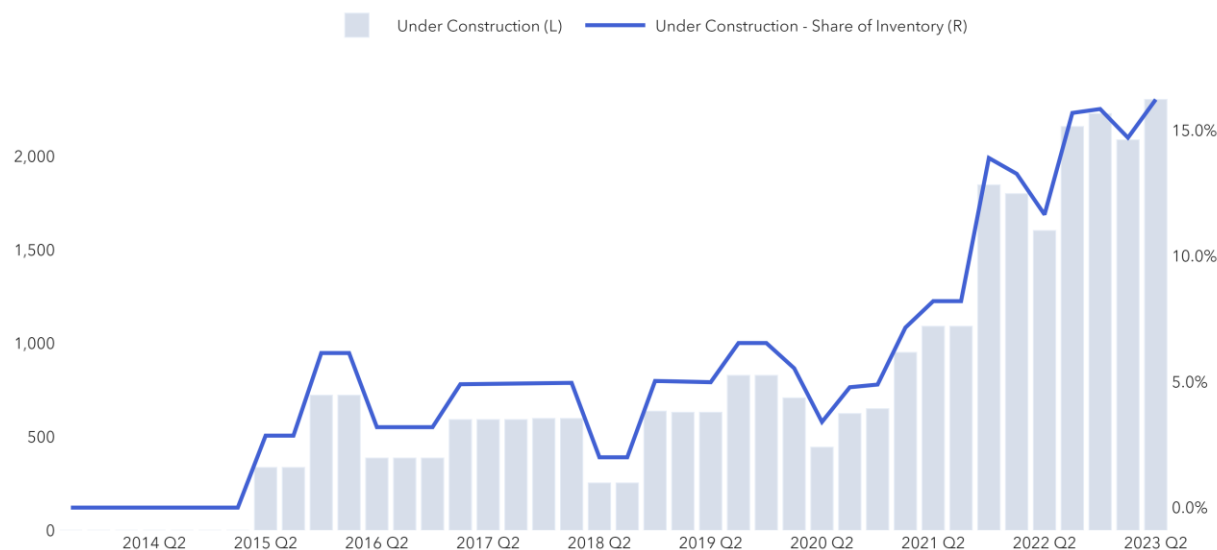
Market Effective Rent/Unit - Annual & Quarterly Growth



Construction & Future Supply

Developers have been active for much of the past ten years. In fact, they have added 2.5k units to the Submarket over that time, expanding inventory by 20.9%. Developers remain active in the Submarket despite elevated construction and debt costs. In fact, developers are currently active with 2.3k units, or the equivalent of 16.2% of existing inventory, underway. Demand in the Hollywood/Dania Beach Submarket has outpaced new deliveries over the past year but could slow along with softening economic growth.

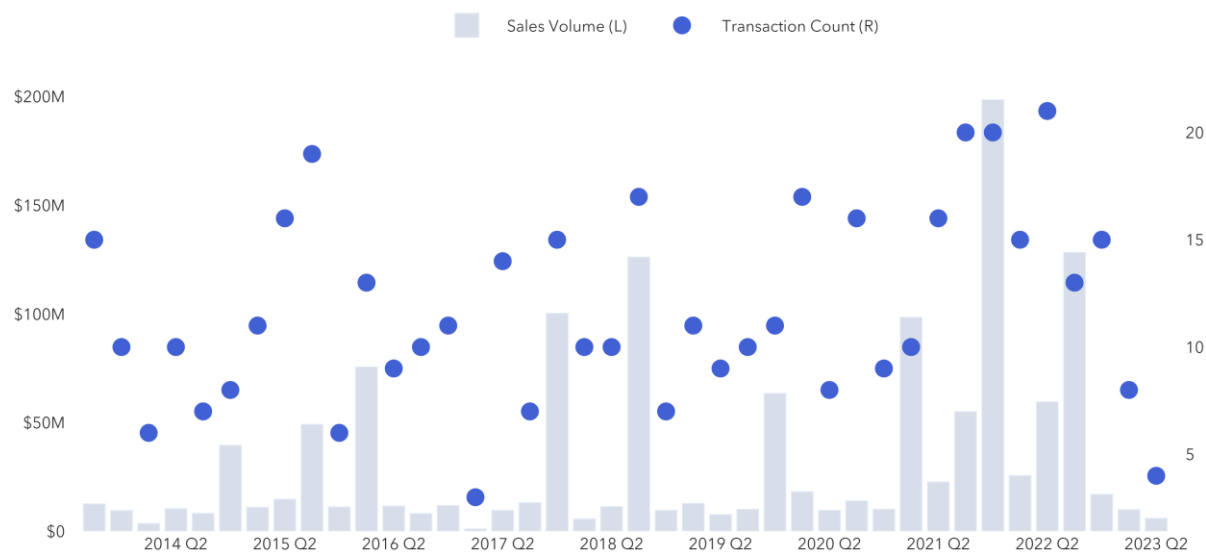
Under Construction Units - Share of Inventory



Capital Markets

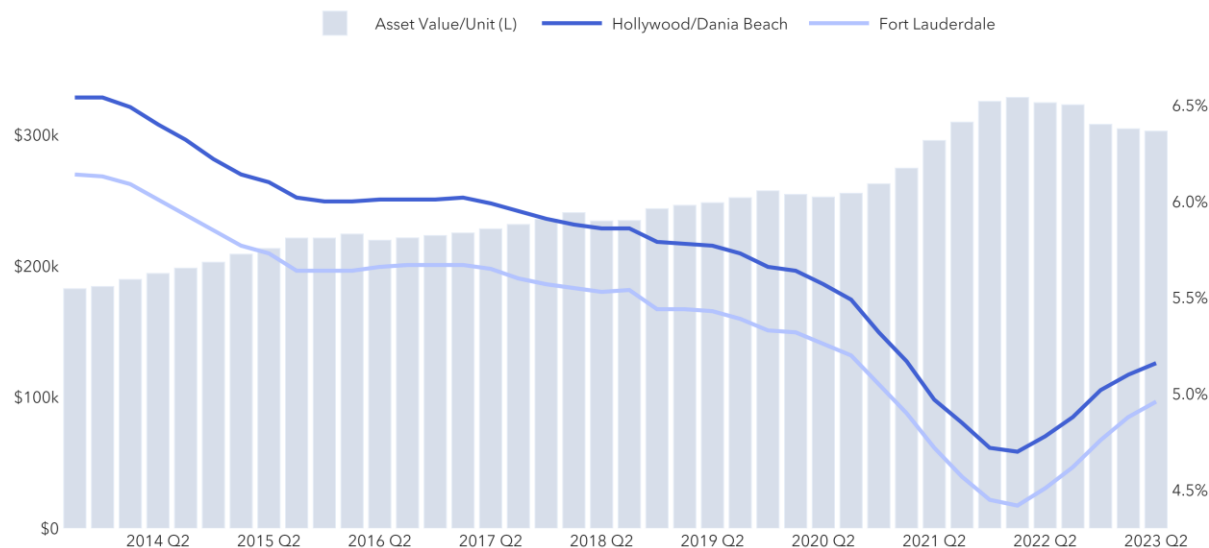
Investors have been active in the Submarket over the past three years. Going back three years, investors have closed, on average, 60 transactions per year with an annual average sales volume of \$219.1 million. Over the past year, there were 40 closed transactions across 649 units, for a total sales volume of \$161.2 million. As of 2023 Q2, CoStar data indicates there were 4 transactions for a total sales volume of \$6 million, compared to \$9.9 million in the previous quarter.

Sales Volume & Transaction Count



Market pricing, based on the estimated price movement of all properties in the Submarket, sat at \$302,940/unit. Values have compressed 6.7% over the past year and continued to fall in the past quarter, decreasing 0.6%. Capitalization rates have increased 38 bps over the past year to 5.2% and increased 6 bps in Q2. While there is still quite a bit of dry powder available, many investors are likely to remain on the sidelines over the second half of 2023.

Asset Value & Market Cap Rates



Outlook

The U.S. multifamily sector experienced softening demand over the second half of 2022, with demand slowing below seasonal trends over the first half of 2023. With demand slowing, rent growth has decreased in many markets across the Nation.

Multifamily market conditions in the Hollywood/Dania Beach Submarket indicate growing demand despite an increase in inventory. With demand outpacing new inventory, vacancy rates have compressed over the past year. With vacancy rates compressing, quarterly rent growth increased 1.6%, with annual growth stabilizing at 2.6%. Looking ahead to the near-term, it is likely that tenants remain active, although at a slower pace, falling short of the large supply pipeline. With softening market conditions alongside elevated debt costs, values will likely experience downward pressure.

Highest & Best Use

In determining highest and best use, we have considered the current trends of supply and demand on the market, current zoning regulations and other possible restrictions, and neighboring land uses.

It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

In estimating highest and best use, alternative uses⁷, such as the legally permissible use, the physically possible use, the financially feasibility, and the highest and best use, are considered and tested for the subject site.

As Vacant

Legally Permissible	The subject is in a CC, City Center District zone, which permits mixed-use, commercial mixed-use, general commercial, office, medical office, and municipal.
Physically Possible	The site is of good size and has good street access. The lot has 18,600 of total square feet with good frontage on N. Federal Highway (100.0 feet), NE 2nd Street (186.0 feet) and NE 1st Avenue (100.0 feet). The physical characteristics of the site do not appear to impose any unusual restrictions on development, and we are not aware of any easement or encroachments that would impact development. All necessary utilities are available, and the site appears functional for mixed-use development.
Financially Feasible	The subject is located within a residential and commercial district. Based on our analysis of the market, there is sufficient demand for mixed-use properties. Market conditions are such that residential development is feasible, as the value would sufficiently exceed the cost plus developer's profit.
Maximally Productive/ Highest and Best Use	All legally permissible, physically possible, and financially feasible uses of the site, as vacant, have been presented and examined. We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the site's physical characteristics and location, as well as the state of the local market, it is our opinion the Highest and Best Use of the subject is for development with a mixed-use building built to the highest allowable density.

As Improved

Legally Permissible	The subject is currently improved with a 1,565 concrete structure which is in poor condition and does not contribute to the value of the site. The site may be developed with a variety of commercial and residential uses, previously discussed in the highest and best if vacant, use legally permissible.
Physically Possible	The layout, site coverage and positioning of the improvements are considered not functional for the current use. The current improvements represent an underutilization and have reached the end of their economic life. The current improvements should be demolished.
Financially Feasible	The subject property is located within a mixed-use neighborhood exhibiting low vacancy rates and increasing rental rates. If redeveloped into a mixed-use structure, the subject would generate positive cash flows.
Maximally Productive/ Highest and Best Use	The current improvements no longer contribute to the value of the site. The highest and best use of the subject is to demolish the current improvements and develop a

⁷ The definitions of these alternative uses can be found in the Glossary of Terms, which is located in the Addenda.

	mixed-use structure to the highest density allowable under the current zoning.
Conclusion	Based on the subject property's zoning, physical characteristics, location, and forecasted economic conditions, redevelopment as a commercial and residential mixed-use is concluded to be the highest and best use as improved.
Most Probable Buyer	Taking into account the size and characteristics of the property, the likely buyer is an developer or investor.

Appraisal Valuation Process

There are three approaches to value we consider: The Cost Approach, the Sales Approach, and the Income Approach.

The **Cost Approach** is traditionally a good indicator of value when properties being appraised are new or close to new. The subject is unimproved; thus, the cost approach is not applicable.

The **Income Approach** is a strong indicator of value when market rents, vacancy rates, stabilized expenses, capitalization/discount rates are based on reliable market data. However, the property does not generate any income and is unimproved. The income approach is not applicable.

The **Sales Comparison Approach** is reliable when few differences exist between the comparable sales and the subject, and the sales data collected is credible and accurate. Similar property types in competitive locations tend to sell within a consistent range, and this factor makes valuation on a per square foot basis a strong predictor of value.

In advancing an opinion of the value of the subject, we only considered the Sales Comparison Approach to real estate valuation. The Cost and Income Approaches are not used because the improvements are at the end of their economic life and no longer contribute any value to the underlying land.

Land Value

In the Sales Comparison Approach, an opinion of market value is provided by comparing the subject property to transactions of competitive assets. A major premise is the principle of substitution which holds market value is directly related to the prices of comparable properties as a knowledgeable investor will pay no more for a substitute property.

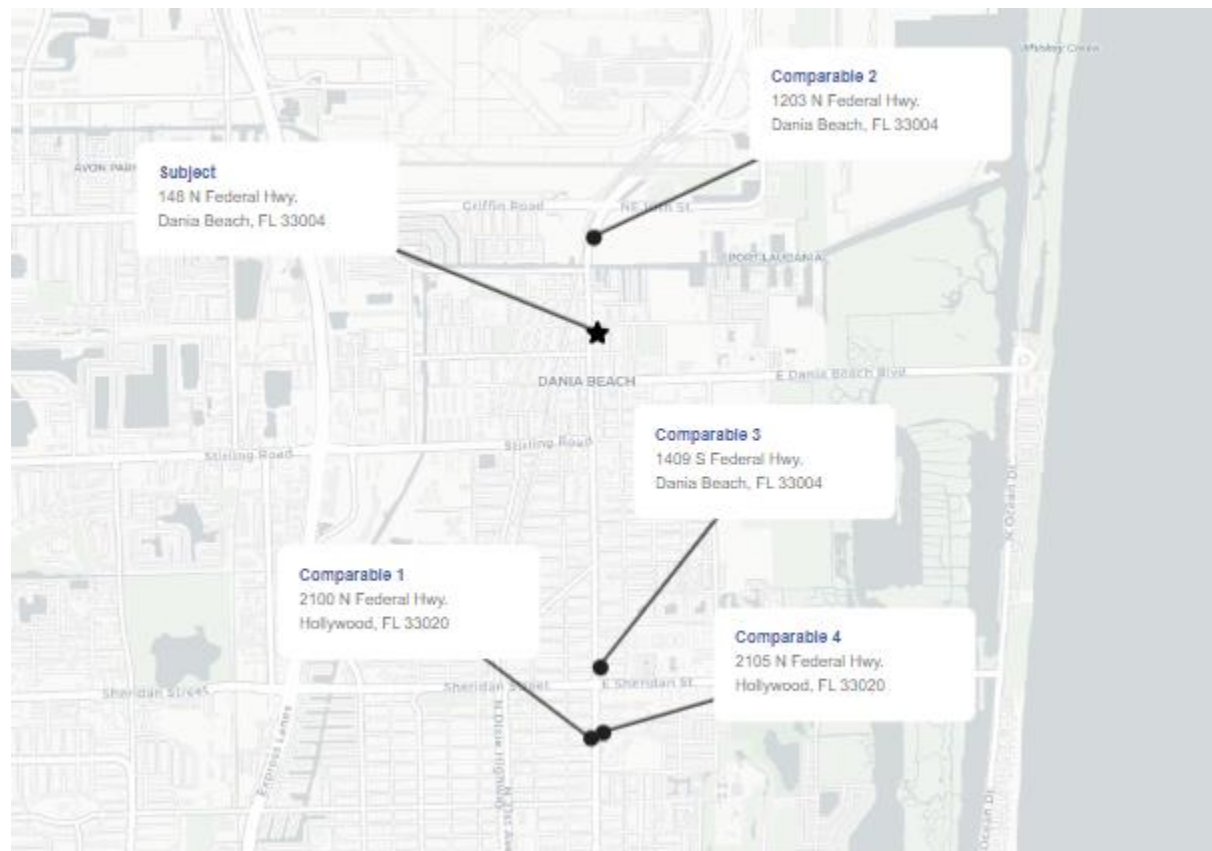
The steps taken to apply this approach include:

- Research, confirm and verify all pertinent data for the most relevant sales of vacant land or redevelopment sites which within the defined market area.
- Analyze the sales considering appropriate adjustments for material difference in comparison to the subject property.
- Reconcile the range of adjusted sales data into an opinion of value.

In order to analyze comparable sales, it is necessary to convert the sale prices to an appropriate unit of comparison, a process which facilitates price comparisons between properties of different sizes, and it also enables adjustment for qualitative differences. Since investors typically purchase land or redevelopment sites based on their price per square foot, we have applied this unit of comparison.

The following map and table summarize the comparable data used in the valuation of the subject site.

Comparable Sales



Comparable Sale 1



1

2100 N. Federal Hwy.
Hollywood, FL

Grantee		Bardi VP LLC	
Grantor		VMN Group LLC	
Document Number		118691537	
Zoning		FH-2	
Parcel ID	514210130010	Sale Date	2/18/2023
Site Area Acres	1.48	Sale Price	\$6,500,000
Site Area (SF)	64,312	Price Per SF of Site Area	\$101

This is the sale of a development site on N. Federal Highway in Hollywood, Florida. The property is a single-parcel site in the FH-2, Federal Highway Medium Intensity Mixed-Use District that allows for a maximum FAR of 3.0. The property did not have site plan approvals in place at the time of sale. The current improvements consist of a 13,600 square foot retail building that is in fair condition. The buyer is planning to utilize the current improvements as an interim use until the property is approved for re-development. The property was openly marketed for over a year and received multiple offers. This offer was accepted because it was an all cash offer with no contingencies. The property most recently sold for \$6,500,000 or \$101/SF in February of 2023. All details were confirmed with the listing broker, Patricia Asseff, from Asseff Realty LLC.

Comparable Sale 2



2

1203 N Federal Hwy.
Hollywood, FL

Grantee		FEDERAL SPA LLC	
Grantor		HOLLYWOOD CITY	
Document Number		118439528	
Zoning		FH-2	
Parcel ID	514210050030	Sale Date	10/4/2022
Site Area Acres	0.45	Sale Price	\$1,800,000
Site Area (SF)	19,614	Price Per SF of Site Area	\$92

This is the sale of a development site on N. Federal Highway in Hollywood, Florida. The property is a single-parcel site in the FH-2, Federal Highway Medium Intensity Mixed-Use District that allows for a maximum FAR of 3.0. The property did not have site plan approvals in place at the time of sale. The property was unimproved and vacant at the time of sale. The property most recently sold for \$1,800,000 or \$92/SF in October of 2022. This sale was researched on CoStar and confirmed via public record.

Comparable Sale 3



3

1409 S Federal Hwy.

Dania Beach, FL

Grantee		PROJECT USA LLC	
Grantor		STARR PROPERTIES OF DANIA LLC	
Document Number		117221069	
Zoning		SFED-MU	
Parcel ID	514203070180; 0190	Sale Date	4/22/2021
Site Area Acres	0.30	Sale Price	\$960,000
Site Area (SF)	12,973	Price Per SF of Site Area	\$74

This is the sale of a development site on S. Federal Highway in Dania Beach, Florida. The property is a two-parcel site in the SFED-MU, South Federal Highway Corridor Mixed-Use District that allows for a maximum FAR of 4.0. The property did not have site plan approvals in place at the time of sale. The property was unimproved and vacant at the time of sale. The property most recently sold for \$9,600,000 or \$74/SF in April of 2021. This sale was researched on CoStar and confirmed via public record.

Comparable Sale 4



4

2105 N Federal Hwy.
Hollywood, FL

Grantee		AI COMMERCIAL GROUP LLC	
Grantor		VMN GROUP LLC	
Document Number		117430010	
Zoning		FH-2	
Parcel ID	514210210360	Sale Date	4/29/2021
Site Area Acres	0.62	Sale Price	\$1,500,000
Site Area (SF)	26,906	Price Per SF of Site Area	\$56

This is the sale of a development site on N. Federal Highway in Hollywood, Florida. The property is a single-parcel site in the FH-2, Federal Highway Medium Intensity Mixed-Use District that allows for a maximum FAR of 3.0. The property did not have site plan approvals in place at the time of sale. The property was unimproved and vacant at the time of sale. The property most recently sold for \$1,500,000 or \$56/SF in April of 2021. This sale was researched on CoStar and confirmed via public record.

Comparable Sales Summary⁸

#	Location	Sale Date	Zoning	Site Area (SF)	Sale Price	Price Per SF Site Area
1	2100 N. Federal Hwy., Hollywood, FL	Feb-23	FH-2	64,312	\$6,500,000	\$101
2	1203 N Federal Hwy., Hollywood, FL	Oct-22	FH-2	19,614	\$1,800,000	\$92
3	1409 S Federal Hwy., Dania Beach, FL	Apr-21	SFED-MU	12,973	\$960,000	\$74
4	2105 N Federal Hwy., Hollywood, FL	Apr-21	FH-2	26,906	\$1,500,000	\$56
			Min	12,973	\$960,000	\$56
			Max	64,312	\$6,500,000	\$101
			Average	30,951	\$2,690,000	\$81
			Median	23,260	\$1,650,000	\$83

Adjustments for the comparable sales have been considered based on comparison to the subject for financing terms, conditions of sale, market conditions (time), location, size, utility, zoning, and entitlements.

⁸ The outlines of each of the comparable sales and the comparable sales map can be found in the Addenda.

Property Rights Appraised	The purpose of this adjustment is to account for differences in the property rights which were transferred with the sale. All sales were acquired for re-development purposes. No adjustments were required.																		
Financing Terms	The purpose of adjusting for financing terms is to determine cash equivalent sale prices for the comparable sales in accordance with the definition of market value for this report. To the best of our knowledge, all the sales or future sales were cash transactions or financed at market rates. No adjustments were required.																		
Conditions of Sale	Conditions of sale refers to the motivations of the buyer and seller involved in a particular transaction. However, all sales used in this analysis are considered to be "arm's-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments were required.																		
Market Conditions (Time)	The purpose of this adjustment is to account for changes in market conditions. The Hollywood/Dania Beach Multifamily Submarket analysis notes a 6.7% YoY decrease in asset values. The CoStar Hollywood Retail Submarket analysis notes an 8.5% YoY decrease in asset values. Given the highest and best use of the subject and call comparables is for mixed-use development, we adjusted the comparables downward 3% per annum to account for the overall decrease in asset values in the area.																		
Location	An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. The subject and all comparables are located on Federal Highway and share similar locational characteristics. No adjustments were required.																		
Size	We applied adjustments for size based on the understanding that smaller sites typically sell for more on a price per square foot basis when compared to otherwise similar larger sites, according to principles of economies of scale. The following table illustrates the size adjustments applied. <table><tr><td></td><td>Subject</td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>Site Size (SF)</td><td>18,600</td><td>64,312</td><td>19,614</td><td>12,973</td><td>26,906</td></tr><tr><td>Adjustment</td><td></td><td>10%</td><td>0%</td><td>0%</td><td>0%</td></tr></table>		Subject	1	2	3	4	Site Size (SF)	18,600	64,312	19,614	12,973	26,906	Adjustment		10%	0%	0%	0%
	Subject	1	2	3	4														
Site Size (SF)	18,600	64,312	19,614	12,973	26,906														
Adjustment		10%	0%	0%	0%														
Zoning	The subject is zoned CC, City Center District which allows for a maximum FAR of 8.00. Sale 3 is located in the SFED-MU District with a maximum FAR of 4.00. We rated it inferior and adjusted it upward 10%. Sale 1, 2, and 4 are located in the FH-2 district in the City of Hollywood, with a maximum FAR of 3.00. We rated them inferior and adjusted them upward 10%.																		
Utility	All sales have similar development utility. No adjustments were required.																		
Entitlements	The subject does not have an approved site plan for development. Land values are considerably higher once the approval process has been completed. None of the comparable sales have entitlements. No adjustments were required.																		
Other	The subject features improvements that would require demolition prior to development. This appraisal assumes current improvements could generate income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. All comparables are rated similar; thus, no demolition deduction has been applied.																		

Comparable Sales Adjustment Grid

Sale No.	Subject	1	2	3	4
Address:	158 North Federal Hwy.	2100 N. Federal Hwy.	1203 N Federal Hwy.	1409 S Federal Hwy.	2105 N Federal Hwy.
Sale Date:		2/18/2023	10/4/2022	4/22/2021	4/29/2021
Adjusted Sale Price:		\$6,500,000	\$1,800,000	\$960,000	\$1,500,000
Site Size (SF)	18,600	64,312	19,614	12,973	26,906
Price Per SF Site Area		\$101	\$92	\$74	\$56
Property Rights:	Fee Simple Interest	0%	0%	0%	0%
Financing Terms:	Market	0%	0%	0%	0%
Conditions of Sale:	None	0%	0%	0%	0%
Market Conditions (Time):	8/8/2023	-1.4%	-2.5%	-6.9%	-6.8%
Price Per Square Foot		\$100	\$89	\$69	\$52
Location:		0%	0%	0%	0%
Size (SF):	18,600	10%	0%	0%	0%
Zoning:		10%	10%	10%	10%
Utility:		0%	0%	0%	0%
Entitlements:		0%	0%	0%	0%
Other:		0%	0%	0%	0%
Total Adjustments:		20%	10%	10%	10%
Adjusted Price Per SF Site Area		\$120	\$98	\$76	\$57
		Unadjusted		Adjusted	
	Low	\$56		Low	\$57
	High	\$101		High	\$120
	Average	\$81		Average	\$88
	Median	\$83		Median	\$87

We note the adjacent property to the south is listed for \$1,900,000 or \$100 per square foot. The property received multiple LOI's and based on conversations with the listing broker Patricia Hart, the property is listed at a reasonable price considering recent sales along Federal Hwy.

After adjustments, the comparable sales exhibited a range between \$57 and \$120 per square foot with an average of \$88 and a median of \$87 per square foot. We place primary weight on Sales 1 and 2 because they traded more recently. Secondary weight is placed on Sales 3 and 4 as they are in close proximity to the subject and are good indicators of value. Our opinion of market value of the land per square foot is \$100. Application results in a land value indication for the subject property as follows:

As Is Market Value

	Date of Value	Value	Final Value (Rd)
Concluded Value Per Square Foot of Site Area		\$100	
Site Size (Sq. Ft.)		18,600	
As Is Market Value of the Land	August 8, 2023	\$1,860,000	\$1,860,000

Reconciliation & Final Value Opinion

The estimated values arrived at by the approaches to value used in this report are as follows:

Market Value Opinions

Approach	Value	Interest Appraised	Date of Value	Conclusion
Cost Approach	N/A	N/A	N/A	Not Applied
Income Approach	N/A	N/A	N/A	Not Applied
Sales Approach	Land Value	Fee Simple Interest	August 8, 2023	\$1,860,000

The **Sales Comparison Approach** is reliable when few differences exist between the comparable sales and the subject, and the sales data collected is credible and accurate. Similar property types in competitive locations tend to sell within a consistent range, and this factor makes valuation on a per square foot basis a strong predictor of value. The sales used to advance an opinion of value of the subject property were comparable in most respects and were good indicators of value.

Given that the improvements no longer contribute to the value of the site, we have relied solely on the sales comparison approach to determine the value of the underlying land.

Final Value Opinion

Value	Interest Appraised	Date of Value	Conclusion
Land Value As Is	Fee Simple Interest	August 8, 2023	\$1,860,000

The value conclusions are subject to the following **Extraordinary Assumptions**⁹ that may affect the assignment results. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- We make the extraordinary assumption that the existing improvements could generate sufficient income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. Thus, no demolition deduction has been applied.

The value conclusions are based on the following Hypothetical Conditions¹⁰ that may affect the assignment results.

- None.

The opinion of value expressed herein is subject to the certification, assumptions and limiting conditions, and all other information contained in the following written appraisal report.

⁹ The definition of Extraordinary Assumptions can be found in the Glossary of Terms, which is located in the Addenda.

¹⁰ The definition of Hypothetical Conditions can be found in the Glossary of Terms, which is located in the Addenda.

Certification

We certify to the best of our knowledge:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the current version of the FIRREA of 1989, including its Title XI regulations.
- Harry C. Newstreet, MAI made a personal inspection of the property that is the subject of this report on August 8, 2023.
- Irene Sokoloff RZ3349 provided significant real property appraisal assistance in the form of an appraisal review.
- Charles Grasso, State-Registered Trainee Real Estate Appraiser #RI25452, under the supervision of Harry C. Newstreet, MAI State-Certified General Real Estate Appraiser #RZ2278 provided significant real property appraisal assistance to the appraiser(s) signing this certification, including verifying rent and sale comparables, interviewing brokers for appropriate market rent, capitalization rates and sale prices for the subject and similar property type. It is noted that the responsibilities of parties providing assistance is not considered to be significant in terms of any value determination. All parties conducted assistance under the direct supervision of the appraisers signing this report in compliance with State regulations.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- As of the date of this report, Harry C. Newstreet, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- Our analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the requirements of the State of Florida for State-certified appraisers.
- The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.



Harry C. Newstreet, MAI
Senior Vice President
State Certified General Real Estate Appraiser
RZ2278
harry.newstreet@boweryvaluation.com
(954) 461-4073

Addenda

Contingent & Limiting Conditions

1. Any legal description or plats reported herein are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. We have made no survey of the property and assume no responsibility in connection with such matters.
2. The appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the appraiser or the appraiser's staff or was obtained or taken from referenced sources and is considered reliable. No responsibility is assumed for the costs of preparation or for arranging geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
3. No responsibility is assumed for matters legal in nature. Title is assumed to be good and marketable and in fee simple unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated.
4. Unless otherwise stated herein, it is assumed there are no encroachments or violations of any zoning or other regulations affecting the subject property and the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no trespasses or encroachments.
5. Bowery Real Estate Systems, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
6. It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein.
7. It is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
8. Unless otherwise stated within the report, the depiction of the physical condition of the improvements described herein is based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made. No responsibility is assumed for hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during our inspection.
9. If building improvements are present on the site, no significant evidence of termite damage or infestation was observed during our physical inspection, unless so stated in the report. No termite inspection report was available, unless so stated in the report. No responsibility is assumed for hidden damages or infestation.
10. Any proposed or incomplete improvements included in this report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
11. No responsibility is assumed for hidden defects or for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
12. Responsible ownership and competent property management are assumed.
13. The appraisers assume no responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.

-
14. The value estimates reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value estimates, unless such proration or division of interests is set forth in the report.
 15. Any division of the land and improvement values estimated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
 16. Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment.
 17. Unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered; unless otherwise stated. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 18. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are our best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
 19. Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
 20. Bowery Real Estate Systems, Inc. representatives are not experts in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraisers are not qualified to detect such substances. The client is urged to retain an expert in this field.
 21. We are not experts in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent endangered species impact studies, research, and investigation that may be provided.
 22. No environmental impact studies were either requested or made in conjunction with this analysis. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, and investigation that may be provided.
 23. The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

-
24. Neither all nor any part of the contents of this report or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media, without the prior written consent and approval of the appraisers. This limitation pertains to any valuation conclusions, the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof.
 25. Although the appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the appraiser either by the client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or estimates of value.
 26. If this report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

Glossary of Terms

Unless otherwise noted, *The Dictionary of Real Estate Appraisal*, 6th edition (Chicago: Appraisal Institute, 2015) is the source of the following definitions.

As Is Market Value: The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.¹¹ **Note:** The use of the “as is” phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States.

Condominium: A multiunit structure, or a unit within such a structure, with a condominium form of ownership.

Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.

Depreciation: A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvements on the same date.

Direct Capitalization: A method used to convert an estimate of a single year's net operating income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor. This technique employs capitalization rates and multipliers extracted from sales. Only the first year's income is considered. Yield and value change are implied, but not identified overall. This method is most useful when the property is already operating on a stabilized basis.¹²

Discounted Cash Flow: The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analysis specifies the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

Effective Date: (1) The date on which the appraisal or review applies. (2) In a lease document, the date upon which the lease goes into effect.

Effective Gross Income: The anticipated income from all operations of real property adjusted for vacancy and collection losses.

Entrepreneurial Profit: (1) A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. (2) In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Equity Dividend: The portion of net income that remains after debt service is paid; this is returned to the equity position.

Exposure Time: (1) The time a property remains on the market. (2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. **Note:** Exposure time is a retrospective.

Extraordinary Assumption: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Financial Feasibility: An analysis to determine which of those uses deemed possible and legal can provide a net return to the owner of the site.

¹¹ *Interagency Appraisal and Evaluation Guidelines (Federal Deposit Insurance Corporation: 2010)*

¹² *The Appraisal of Real Estate, 14th Edition (Appraisal Institute: 2013)*

Gross Building Area: Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

Highest and Best Use: (1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.¹³ (3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.¹⁴

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Legally Permissible Use: An investigation into existing zoning regulations, lease terms, and deed restrictions on the site to determine which uses are legally permitted.

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Rent: The most probable rent that property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Net Operating Income: The anticipated net income remaining after all operating expenses are deducted from effective gross income.

Net Rentable Area: For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Physically Possible Use: An analysis to determine those uses of the subject which can be deemed physically possible.

Potential Gross Income: The total potential income attributable to the real property at full occupancy before operating expenses are deducted. It may refer to the level of rental income prevailing in the market or that contractually determine by existing leases.

Property Rights Appraised: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Prospective Opinion of Value: A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Replacement Costs: The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.

¹³ Parker, David. *International Valuation Standards* (John Wiley & Sons, Ltd: 2016)

¹⁴ Uniform Appraisal Standards for Federal Land Acquisitions (*The Appraisal Foundation: 2016*)

Reproduction Costs: The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, super-adequacies, and obsolescence of the subject building.

Reversion: A lump-sum benefit an investor expects to receive upon the termination of the investment.

Stabilized Income: **(1)** An estimate of income, either current or forecasted, that presumes the property is at stabilized occupancy. **(2)** The forecast of the subject property's yearly average income (or average- equivalent income) expected for the economic life of the subject property. **(3)** Projected income that is subject to change but has been adjusted to reflect an equivalent, stable annual income.

Stabilized Occupancy: **(1)** The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand. **(2)** An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life.

Yield Capitalization: The capitalization method used to convert future benefits into present value by discounting each future benefit at an appropriate yield rate. This method explicitly considers a series of cash flows (net income over a holding period) over time together with any reversion value or resale proceeds. Since this technique explicitly reflects the investment's income pattern, it is especially suited to multi-tenant properties with varying leasing schedules as well as properties that are not operating at stabilized occupancy.¹⁵

¹⁵ *The Appraisal of Real Estate, 14th Edition (Appraisal Institute: 2013)*

Subject Property Photos

All subject photos were taken on the date of value of this appraisal.

Development Site



Development Site



Development Site



Development Site



Development Site



Development Site

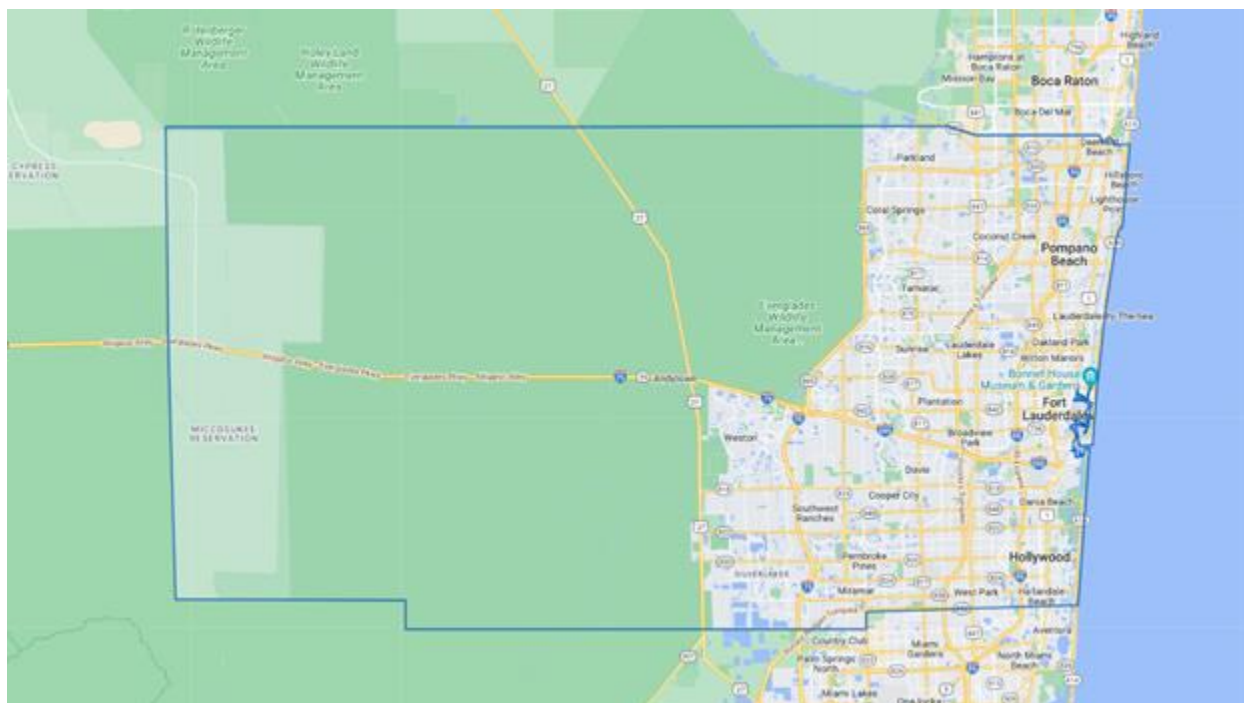


Development Site



Fort Lauderdale: Multifamily Market Analysis

The information contained in this report was provided using 2023 Q2 CoStar data for the Fort Lauderdale Multifamily Market ("Market").



Overview

The subject property is in the Fort Lauderdale Market defined in the map above, which includes 134.1k units of multifamily space. The inventory is roughly 35% Class B, 24% Class A, and 41% Class C. Multifamily fundamentals have reverted back to the historical norm over the first half of 2023. Economic uncertainty and elevated pipelines have coincided with seasonal demand trends over the first half of 2023, putting upward pressure on vacancies, with rent growth normalizing across most markets across the Nation. With softening fundamentals occurring alongside the elevated cost of debt, investors have tightened their lending standards, slowing transaction activity, putting upward pressure on cap rates, and driving down values. In the Fort Lauderdale Market, demand has softened over the past year, leading to rising vacancy rates. Rent growth remains up 0.8% over the past year but rising vacancy rates have put downward pressure on growth in 2023 Q2, contracting rents 0.1%. With softening fundamentals, values decreased -8.5% over the past year and continued to do so over the past quarter, ultimately decreasing to \$321,319/unit.

Sector Fundamentals

	Fort Lauderdale	YoY	QoQ	National	YoY	QoQ
Market Rent/Unit	\$2,241	0.8%	-0.1%	\$1,658	0.9%	1.0%
Vacancy Rate	5.92%	123 bps	33 bps	6.81%	153 bps	12 bps
Net Absorption Units	563	1708.6%	4.5%	107,581	65.6%	72.2%
Asset Value/Unit	\$321,319	-8.5%	-1.8%	\$257,415	-9.6%	-1.0%
Market Cap Rate	4.96%	44 bps	7 bps	5.42%	48 bps	6 bps
Transaction Count	37	-56%	-5%	2,601	-59%	-12%
Sales Volume	\$352,963,104	-60%	99%	\$15,943,635,968	-80%	-12%

The table below presents historical performance of key indicators for multifamily space in the Market including inventory & construction levels, net absorption, vacancy & availability, rental rates, pricing, and cap rates.

Historical Multifamily Performance: Fort Lauderdale Market

Period	Inventory Units	Under Construction Units	Net Delivered Units 12 Mo	Absorption Units 12 Mo	Vacancy Rate	Market Effective Rent/Unit	Asset Value/Unit	Market Cap Rate
2023 Q2	134,132	13,016	3,452	1,638	5.9%	\$2,241	\$321,319	4.96%
2023 Q1	133,068	13,185	3,095	1,040	5.6%	\$2,245	\$327,136	4.88%
2022	131,633	13,601	3,001	750	5.0%	\$2,216	\$333,385	4.76%
2021	128,632	9,052	2,278	7,581	3.3%	\$2,109	\$347,360	4.45%
2020	126,354	5,216	6,404	3,629	7.6%	\$1,726	\$277,877	5.05%
2019	119,950	9,246	1,713	2,494	5.7%	\$1,709	\$278,315	5.33%
2018	118,237	6,965	2,462	3,269	6.4%	\$1,651	\$267,182	5.44%
2017	115,775	4,027	3,845	2,793	7.2%	\$1,612	\$252,110	5.57%
2016	111,930	4,986	3,379	1,665	6.6%	\$1,569	\$248,413	5.67%
2015	108,551	4,883	2,133	2,643	5.2%	\$1,546	\$248,109	5.64%
2014	106,418	3,191	4,183	3,542	5.8%	\$1,459	\$232,771	5.85%
2013	102,235	5,006	1,767	2,459	5.4%	\$1,410	\$220,187	6.13%

Supply & Demand

The Market has 134.1k units of multifamily space, and developers have added, net of demolitions, 32.5k units over the past ten years, increasing inventory by 31.9% during that time. The area's limited supply of affordable housing coupled with healthy job growth, resulted in record absorption, strong rent gains and tighter vacancies over the last two years, which has emboldened developers. Demand has not been able to keep up with supply over the past decade and vacancy rates have expanded from the rate of 5.5% to 5.9%.

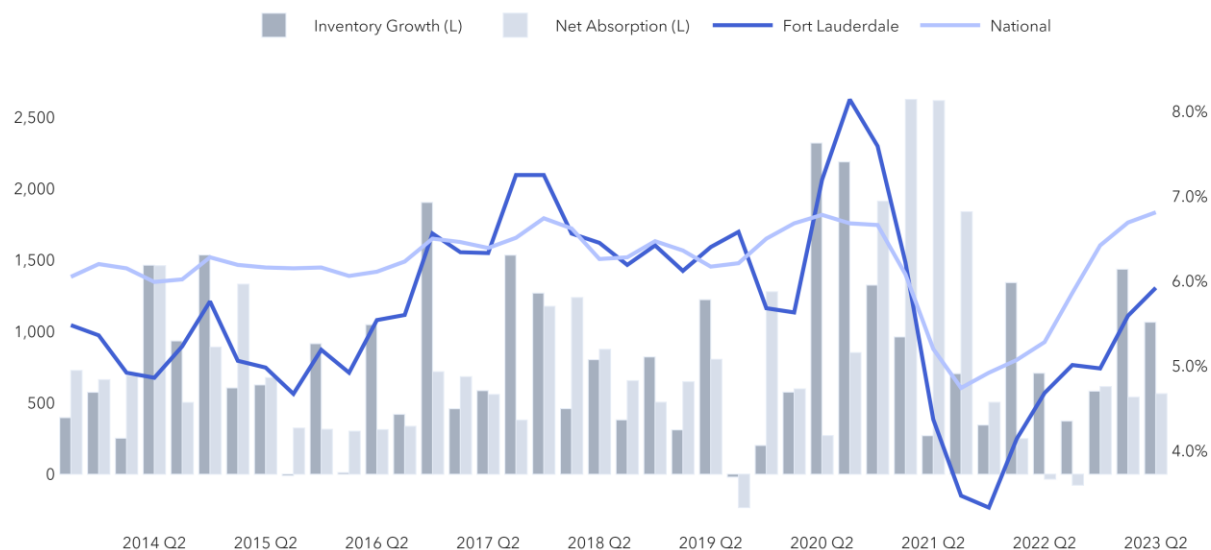
More recently, demand has softened compared to elevated demand in 2021 and over the first half of 2022. Combined with a rise in inventory levels for the Market, vacancy rates have increased 123 bps over the past year from 4.7% to 5.9% moving above the 10-year average of 5.7%, and below the National average by 89 bps. With 563 units absorbed in 2023 Q2, vacancy rates have increased 33 bps over the past quarter. In the 2nd quarter, multifamily tenants in the Market absorbed 563 units, an increase from the 539 units vacated in 2023 Q1, and an improvement from the -35 units vacated in the same quarter last year.

Vacancies have begun to expand across the majority of submarkets, rising around 1% on average from the fourth quarter of 2021 to the second quarter of 2023. In the last two quarters, vacancies have begun to improve slightly in the Hollywood/Dania Beach and Miramar/Hallandale Beach submarkets, though these are set to expand over the next year or so specifically in Hollywood/Dania Beach, as the more than 2,000 units underway in the submarket begins to deliver. The bulk of supply pressure is concentrated in four submarkets including Central Fort Lauderdale, Hollywood/Dania Beach, Pompano Beach/Deerfield Beach, Plantation/Sunrise and Pembroke Pines/West Miramar all of which have more than 1,000 units underway and represent over 80% of Fort Lauderdale's supply pipeline.

Vacancy Rates

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	6.2%	6.3%	6.2%	6.5%	6.7%	6.5%	6.5%	6.7%	4.9%	6.4%	6.7%	6.8%
Market	5.4%	5.8%	5.2%	6.6%	7.2%	6.4%	5.7%	7.6%	3.3%	5.0%	5.6%	5.9%
Class A	10.0%	8.4%	6.8%	13.9%	11.8%	11.6%	8.3%	16.0%	4.9%	7.2%	8.7%	8.9%
Class B	4.8%	6.6%	6.4%	6.4%	8.3%	6.5%	5.5%	6.4%	3.1%	5.1%	5.8%	6.3%
Class C	4.8%	4.6%	3.9%	4.6%	5.0%	4.5%	4.8%	4.5%	2.7%	3.6%	3.7%	3.9%

Absorption & Vacancy Rates



Rents

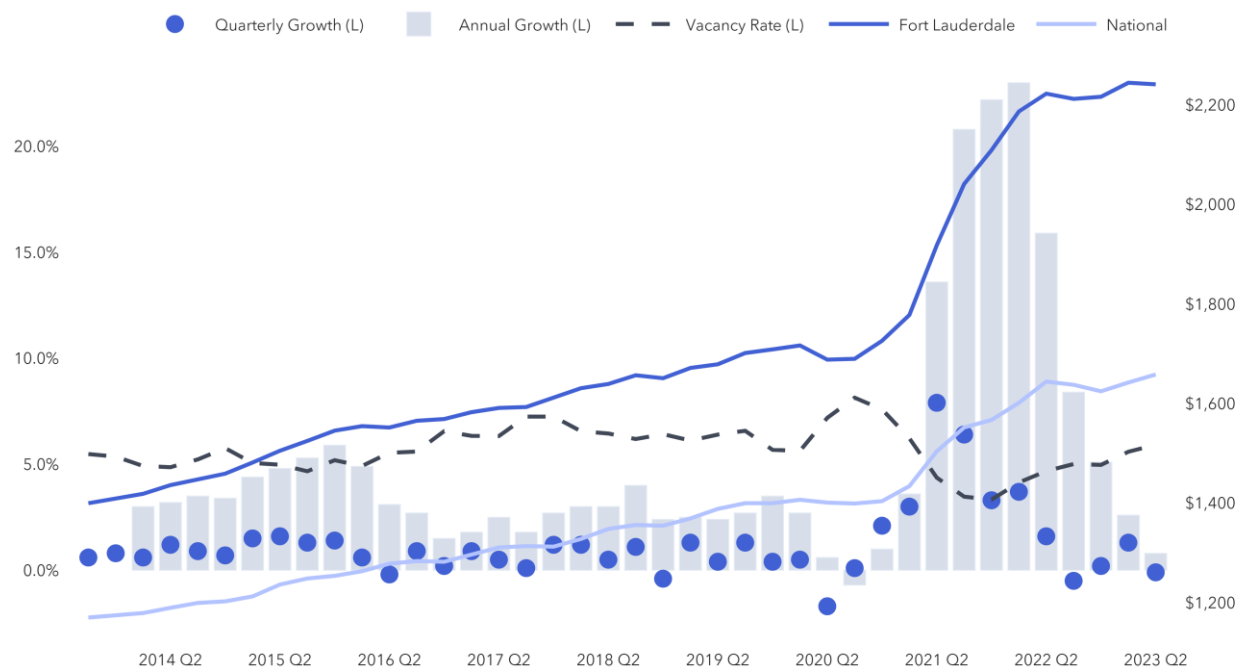
At \$2,241/unit, rents in the Fort Lauderdale Market are roughly 35% higher than the National average average of \$1,658/unit. Rents vary throughout the Market. Class A apartment units are a premium with an average effective rent rate of \$2,726/unit, followed by \$2,361/unit for Class B and \$1,625/unit for Class C units. Rents in the Market have grown 6.0% per annum over the past decade, exceeding the National average, where rents increased 4.2% per annum during that time.

Market Rents

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	\$1,173	\$1,202	\$1,254	\$1,282	\$1,312	\$1,355	\$1,400	\$1,404	\$1,567	\$1,625	\$1,642	\$1,658
Market	\$1,410	\$1,459	\$1,546	\$1,569	\$1,612	\$1,651	\$1,709	\$1,726	\$2,109	\$2,216	\$2,245	\$2,241
Class A	\$1,830	\$1,877	\$1,970	\$1,979	\$2,024	\$2,065	\$2,131	\$2,128	\$2,631	\$2,729	\$2,738	\$2,726
Class B	\$1,429	\$1,488	\$1,587	\$1,606	\$1,650	\$1,688	\$1,748	\$1,763	\$2,218	\$2,330	\$2,374	\$2,361
Class C	\$987	\$1,024	\$1,089	\$1,131	\$1,171	\$1,209	\$1,257	\$1,296	\$1,470	\$1,581	\$1,606	\$1,625

Prior to the pandemic, the Fort Lauderdale Multifamily Market experienced improving rent growth. In 2019 Q4, annual rent growth in the Market accelerated above the previous quarters yoy growth rate, and was above the historical average, with annual growth of 3.5%. With demand softening during the initial stages of the pandemic, quarterly rent growth decreased 1.7% in 2020 Q2. By the end of 2020, rents increased 1.0% from the 2019 Q4 rent level of \$1,709/unit. From 2019 Q4 to 2021 Q4, rents increased 23.4%. Quarterly rent growth in 2023 Q2 softened -0.1%, with annual growth slowing to 0.8%.

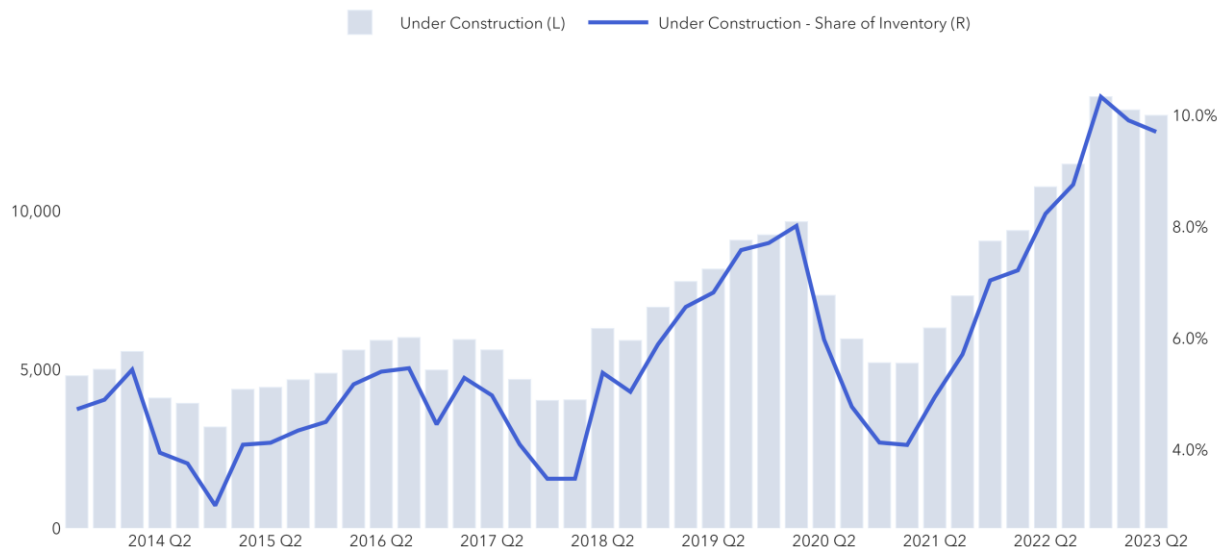
Market Effective Rent/Unit - Annual & Quarterly Growth



Construction & Future Supply

Developers have been active for much of the past ten years. In fact, they have added 33.4k units to the Market over that time, expanding inventory by 31.9%. Developers remain active in the Market despite elevated construction and debt costs. As of the second quarter of 2023, Fort Lauderdale has the fourth largest apartment inventory pipeline out of all Florida metros, after Miami, Orlando, and Tampa. In fact, developers are currently active with 13k units, or the equivalent of 9.7% of existing inventory, underway. Around 60% of units underway are concentrated in the area between I-95 and the Atlantic Ocean, with the majority, at 59%, located between the Central Fort Lauderdale, Hollywood/Dania Beach, and Pompano Beach/Deerfield Beach Areas. The active pipeline will likely add upward pressure to vacancy rates in the near term.

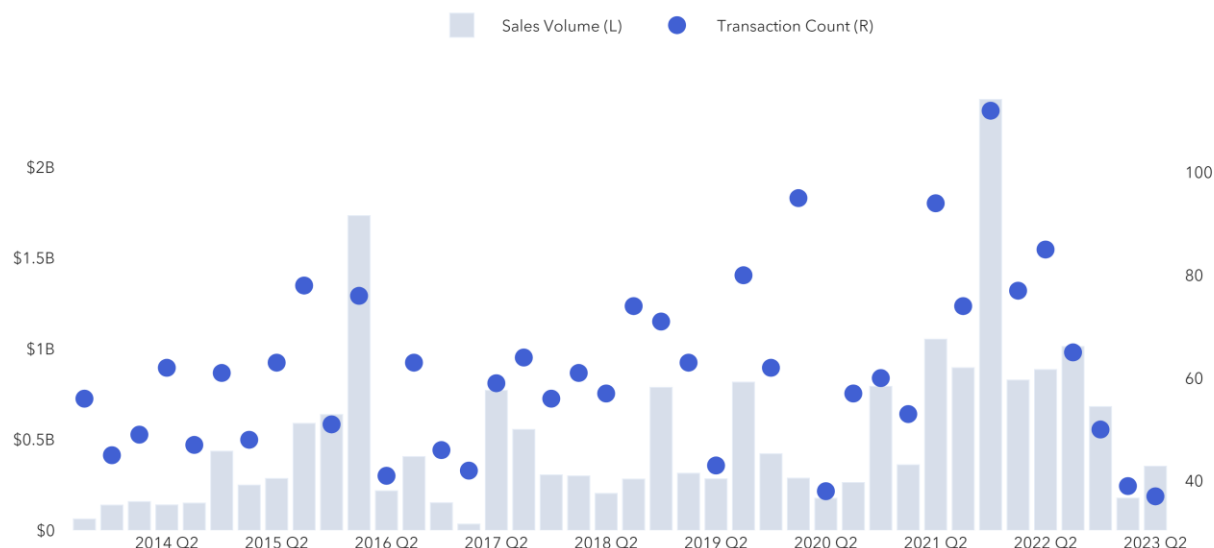
Under Construction Units - Share of Inventory



Capital Markets

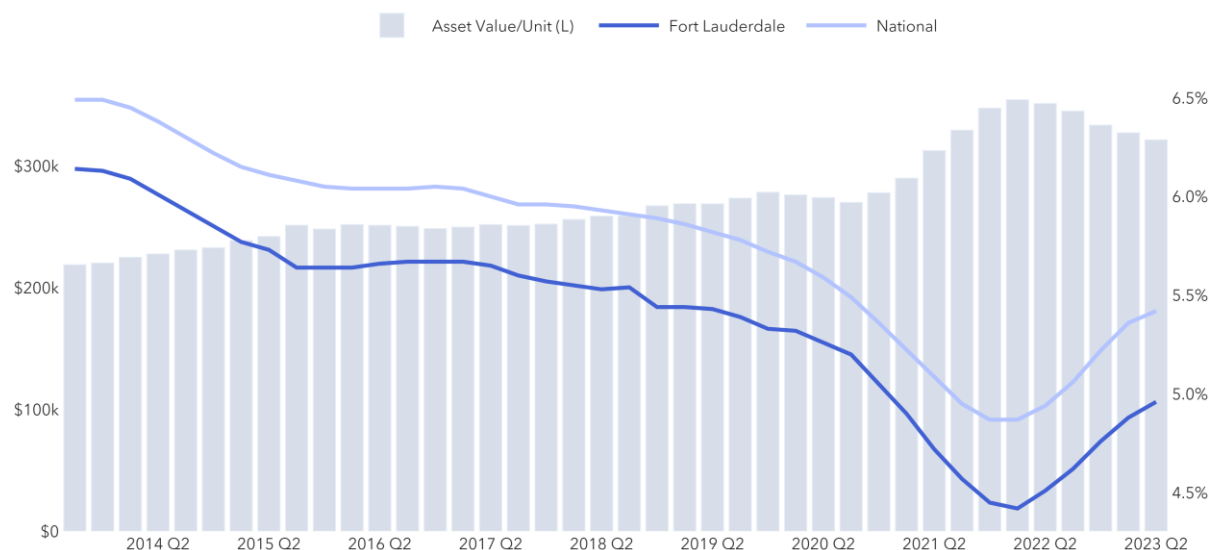
Investors have been active in the Market over the past three years. Going back three years, investors have closed, on average, 287 transactions per year with an annual average sales volume of \$3.2 billion. Over the past year, there were 191 closed transactions across 8k units, for a total sales volume of \$2.2 billion. As of 2023 Q2, CoStar data indicates there were 37 transactions for a total sales volume of \$353 million, compared to \$177.1 million in the previous quarter.

Sales Volume & Transaction Count



Market pricing, based on the estimated price movement of all properties in the Market, sat at \$321,319/unit. Values have compressed 8.5% over the past year and continued to fall in the past quarter, decreasing 1.8%. Capitalization rates have increased 44 bps over the past year to 5.0% and increased 7 bps in Q2. While there is still quite a bit of dry powder available, many investors are likely to remain on the sidelines over the second half of 2023.

Asset Value & Market Cap Rates



Outlook

The U.S. multifamily sector experienced softening demand over the second half of 2022, with demand slowing below seasonal trends over the first half of 2023. With demand slowing, rent growth has decreased in many markets across the Nation.

Multifamily market conditions in the Fort Lauderdale Market indicate a decrease in demand along with rising inventory levels. Together, vacancy rates have increased over the past year. With vacancy rates expanding, quarterly rent growth declined, softening annual growth 0.8%. Looking ahead to the near-term, it is likely that tenant demand improves, although the large supply pipeline could put further upward pressure on vacancy rates in the Market. With softening fundamentals amidst elevated debt costs, values will likely decline. Despite having the fourth largest supply pipeline across all Florida markets, Fort Lauderdale's multifamily vacancy rate is the fifth lowest in the state, and rent gains remain higher relative to similar sized markets such as Miami, Tampa, Orlando, Jacksonville, and Palm Beach.

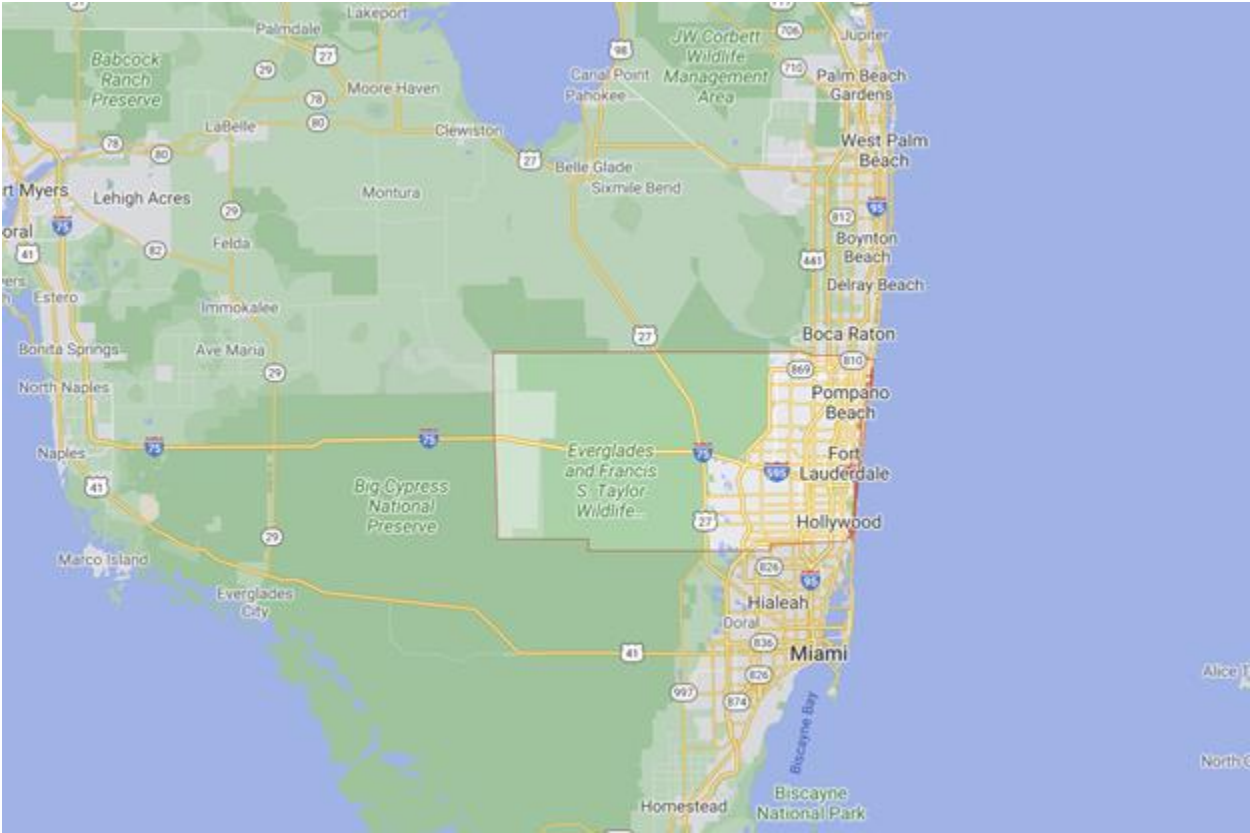
Appendix

Fort Lauderdale Multifamily Market Overview

Submarket	Inventory Units	Vacancy Rate	Under Construction Units	Market Effective Rent/Unit	Asset Value/Unit	Market Cap Rate
Central Fort Lauderdale	23,881	7.9%	3,460	\$2,663	\$427,635	4.96%
Coral Springs	20,814	6.1%	555	\$2,237	\$284,344	4.88%
Plantation/Sunrise	20,188	5.8%	1,527	\$2,250	\$297,322	4.89%
Oakland Park/Lauderhill	15,512	4.9%	811	\$1,780	\$235,882	5.22%
Pompano	14,560	5.1%	1,751	\$1,921	\$302,312	4.87%
Beach/Deerfield Beach						
Hollywood/Dania Beach	14,201	4.8%	2,304	\$1,922	\$302,940	5.16%
Pembroke Pines/West	12,273	6.1%	1,291	\$2,587	\$379,232	4.66%
Miramar						
Weston/Davie	7,885	5.5%	817	\$2,416	\$311,260	4.93%
Miramar/Hallandale	4,818	5.3%	500	\$2,045	\$311,575	5.22%
Beach						

Broward County Area Analysis

The following analysis includes pertinent aspects of the surrounding region as it pertains to the subject property. This report was compiled using data as of 2023 Q1 unless otherwise noted. Data is from a number of sources including the U.S. Bureau of Labor Statistics ("BLS"), the U.S. Bureau of Economic Analysis ("BEA"), and the U.S. Census Bureau.



Source: Google Maps

Broward County At a Glance

Broward County, FL is located in the southern part of the state and is home to several cities including Fort Lauderdale, Hollywood, Pompano Beach, and Coral Springs. It is a suburban area with urban influences, as it is located near Miami, FL and is part of the Miami metropolitan area. The economy in Broward County is diverse, with several major industries including tourism, trade, finance, and healthcare. The county is home to several large employers, such as the Memorial Healthcare System, Broward Health, and the Greater Fort Lauderdale Alliance. Housing options in Broward County range from single-family homes and apartments to luxury condos and waterfront properties. There are plenty of shopping and dining options available, with several major retail centers and malls in the area. Community parks and recreational facilities are abundant, providing residents with access to a variety of outdoor activities. The area offers plenty of amenities and services including 23 miles of beach, museums, performing art centers, a sports arena and nature and wildlife areas. The main airport of the area processes more than 30 million passengers per year and the cruise line terminals at Port Everglades are popular among tourists bound for the Caribbean. In terms of transportation, Broward County has several major roads and highways, including I-95, I-75, and the Florida Turnpike. The county is also served by the Fort Lauderdale-Hollywood International Airport and the Port Everglades seaport. The Broward County Transit operates several bus routes throughout the county, offering residents a convenient and affordable public transportation option.

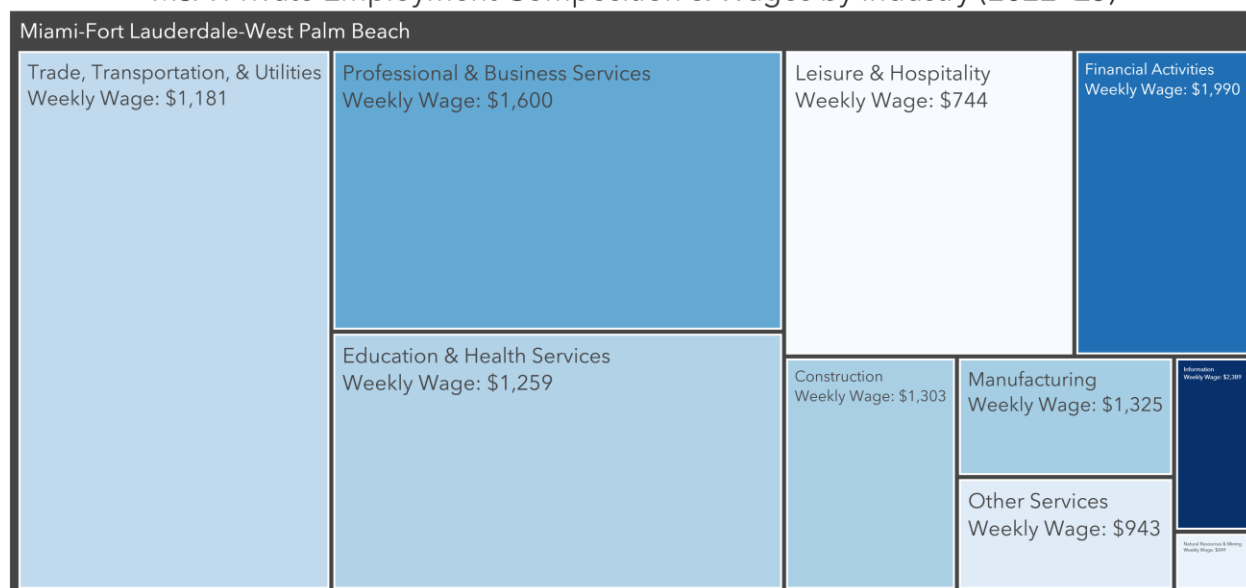
Area Fundamentals			
Attribute	County Level Value	5 Year Annualized	Relative to Baseline (MSA)

		Growth Rate	
Employment	1,053,770	1.5%	Slower than MSA
GDP	\$104.9 billion	3.0%	Faster than MSA
Population	1,947,026	0.1%	Slower than MSA
Per Capita Personal Income	\$64,453	7.4%	Slower than MSA

Labor Market Conditions

According to the Q3 2022 Quarterly Census of Employment and Wages, Miami-Fort Lauderdale-West Palm Beach employed 2,365,212 private employees, with establishments in the Trade, Transportation, & Utilities, Professional & Business Services, and Education & Health Services industries accounting for the top three employers. These industries employ 603,272 (25.4%), 452,571 (19.1%), and 414,889 (17.5%) private sector workers in the Metro, respectively.

MSA Private Employment Composition & Wages by Industry (2022 Q3)



Source: U.S. Bureau of Labor Statistics

The latest data from the 2022 3 Quarterly Census of Employment and Wages, Broward County employed 835,944 employees. Establishments in the Trade, Transportation, & Utilities, Education & Health Services, and Professional & Business Services industries accounted for the top three employers. These industries employ 194,041 (23.2%), 162,187 (19.4%), and 150,334 (17.9%) workers in the County, respectively.

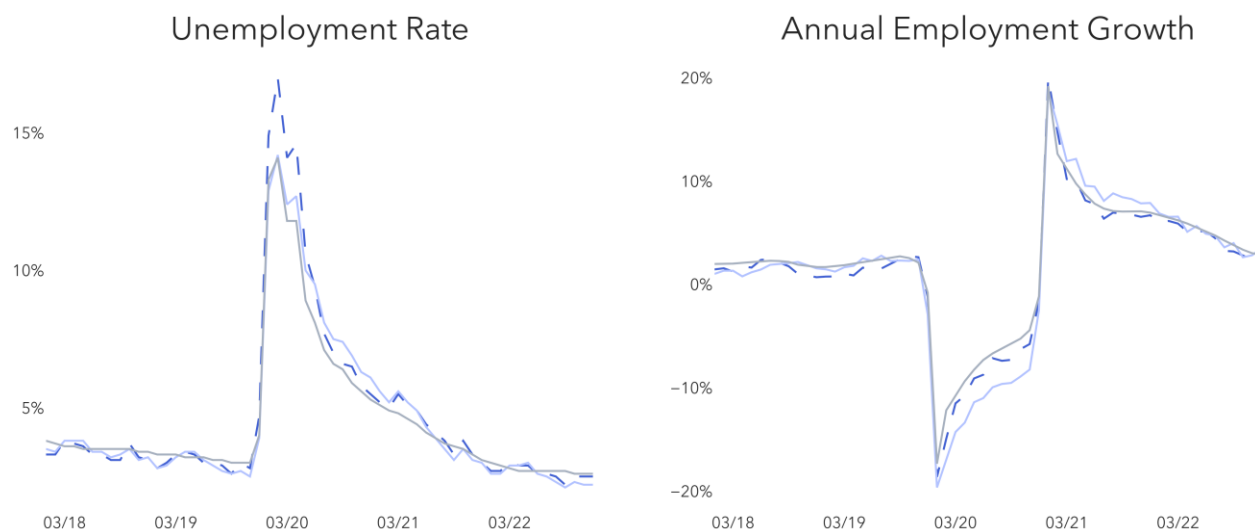
County Employment Composition & Wages by Industry (2022 Q3)



Source: U.S. Bureau of Labor Statistics

At the onset of the pandemic last spring, Broward County area employers shed 20.5% of its workforce, expanding the unemployment rate from 2.8% in February 2020 to 14.9% just two months later. The unemployment rate in Broward County has compressed over the past year to the current rate of 2.5%, just slightly above the Miami-Fort Lauderdale-West Palm Beach rate of 2.2%. As of 03/23, total employment is up 3% on a year-over-year basis. The unemployment rate has moved below its pre-pandemic level (Feb 2020) of 2.8%.

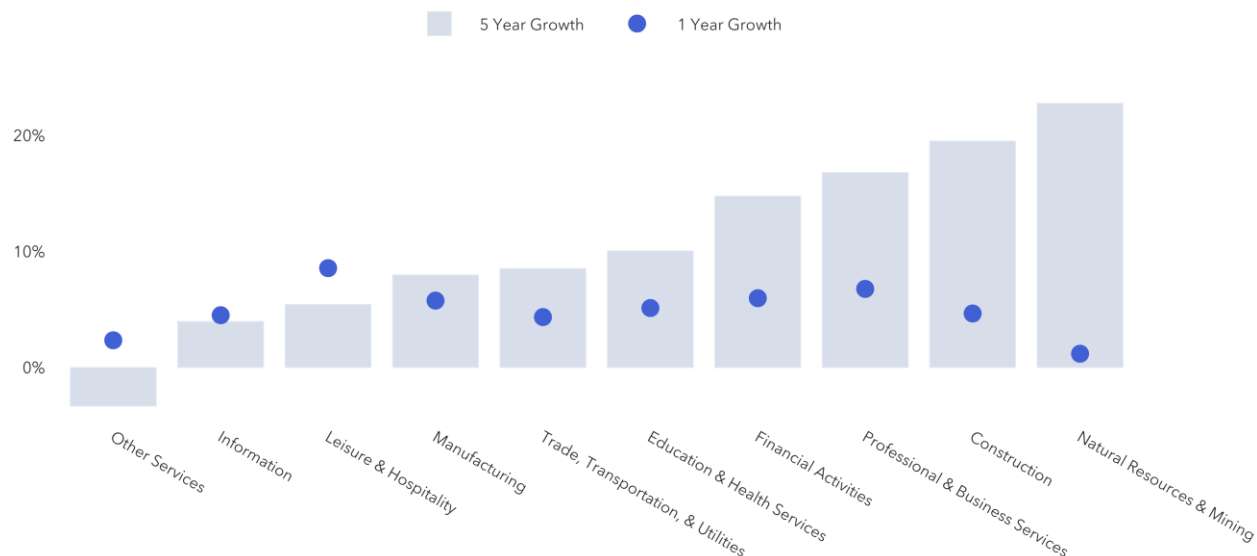
— Broward County — Miami-Fort Lauderdale-West Palm Beach (MSA) — Florida



Source: U.S. Bureau of Labor Statistics

According to the Q3 2022 Quarterly Census of Employment and Wages, Miami-Fort Lauderdale-West Palm Beach Metro has experienced private employment expand 10.6% (226,419) in total over the last five years. During that time, the Natural Resources & Mining, Construction, and Professional & Business Services industries saw the strongest growth, expanding 22.8%, 19.5%, and 16.8%, respectively. Meanwhile, the Other Services Industry has experienced employment collapse 3.3% over the previous five years.

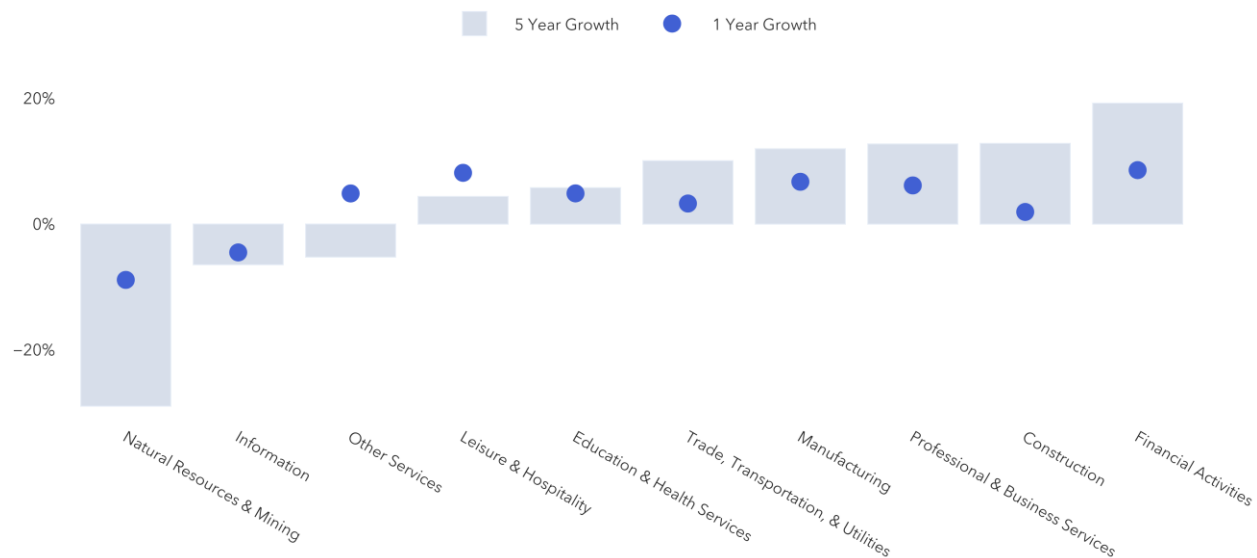
Private Employment Growth by Industry (MSA) (2022 Q3)



Source: U.S. Bureau of Labor Statistics

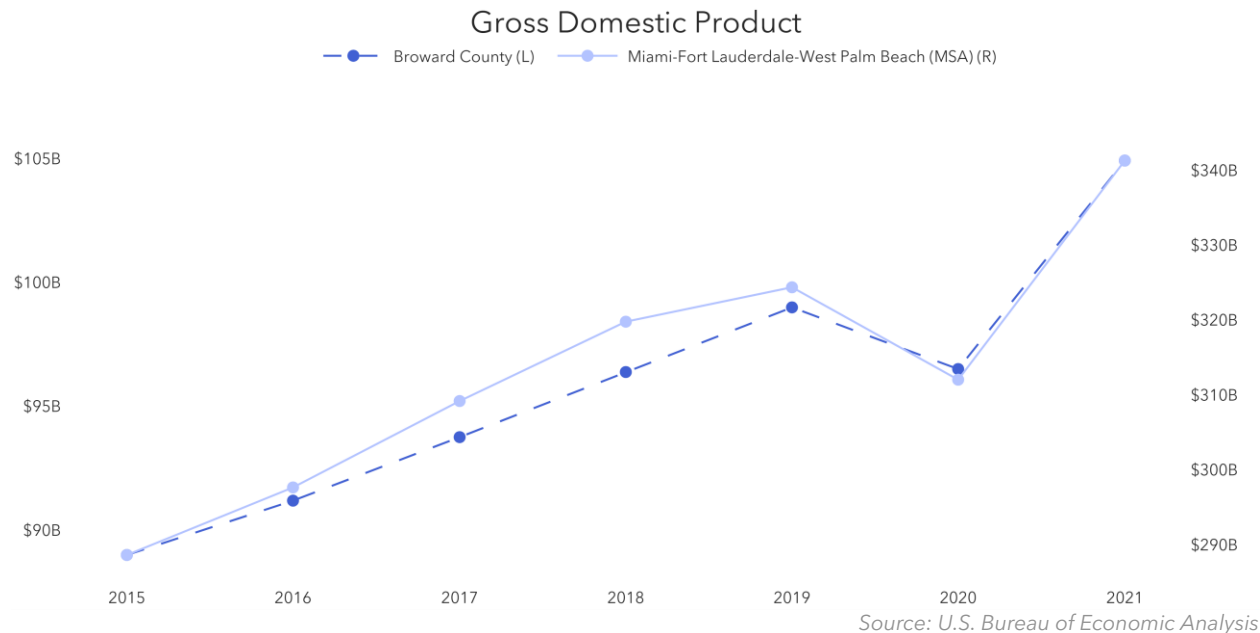
According to the Q3 2022 Quarterly Census of Employment and Wages, Broward County has experienced private employment expand 9.1% (61,423) in total over the last five years. During that time, the Financial Activities, Construction, and Professional & Business Services industries saw the strongest growth, expanding 19.2%, 12.8%, and 12.7%, respectively. Meanwhile, the Natural Resources & Mining Industry has experienced employment collapse 28.9% over the previous five years.

Private Employment Growth by Industry (County) (2022 Q3)



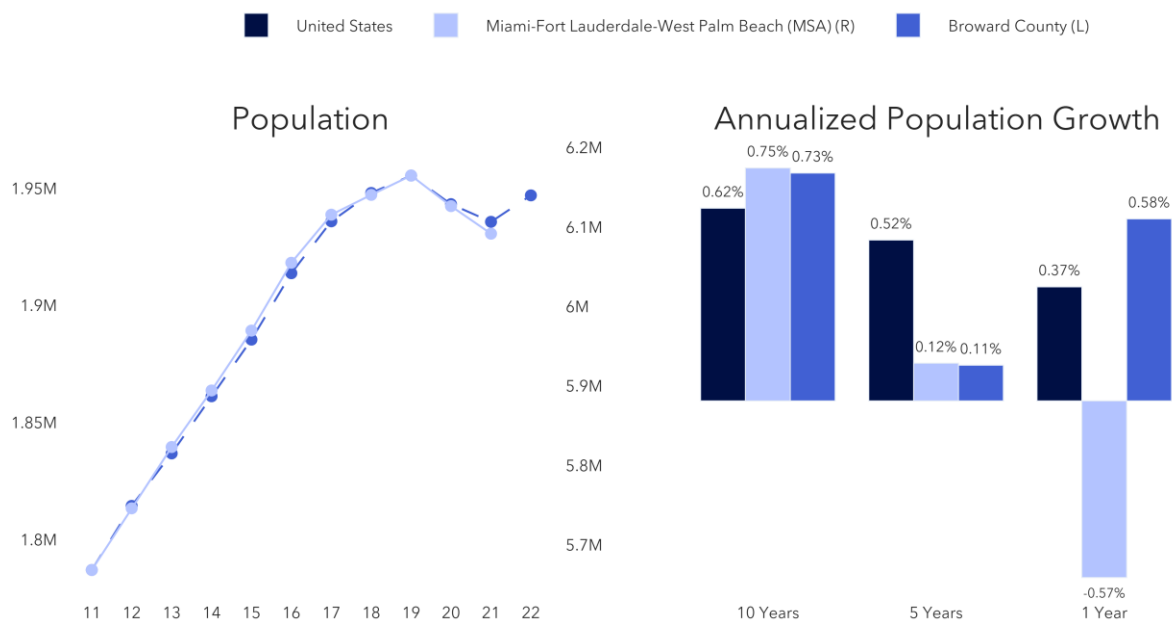
Source: U.S. Bureau of Labor Statistics

Economic Production

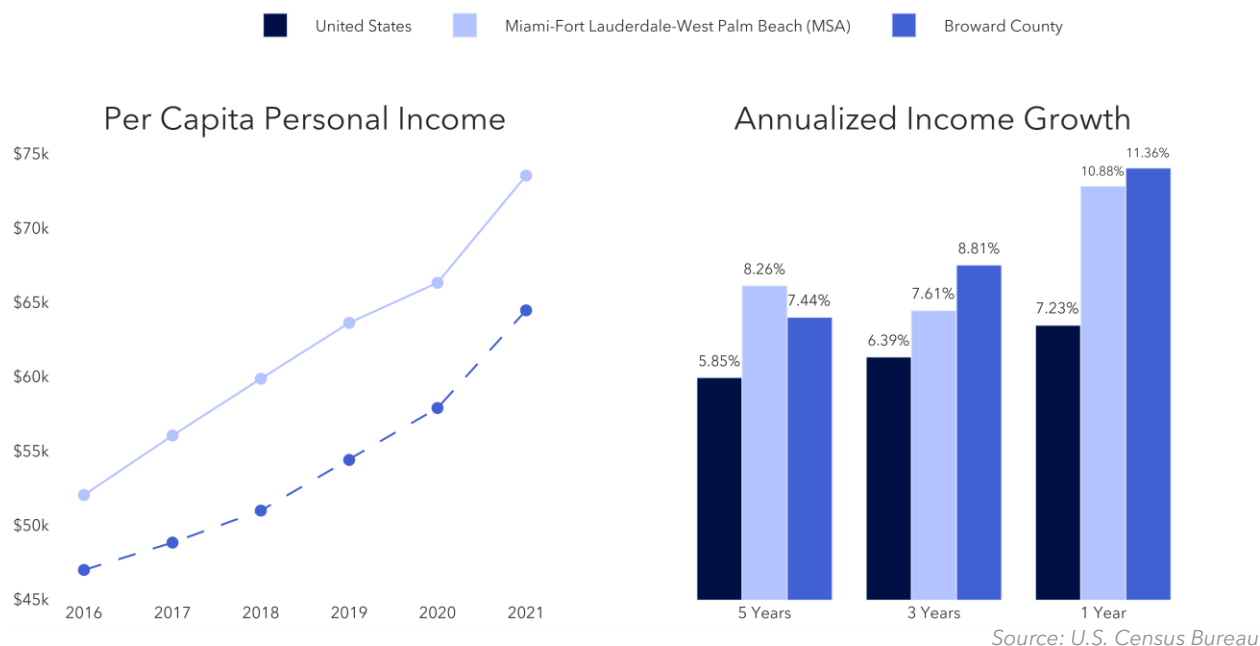


Demographics

Going back ten years, Broward County's population has expanded 0.7% per annum to the 2022 count of 1,947,026. Over the past five years, growth has declined, growing 0.1% per annum since 2017. This growth rate falls short of the Nation, which has expanded 0.5% per year over the last five years.



Going back five years, Broward County residents' per capita personal income has expanded 7.4% per annum to the 2021 level of \$64,453. Over the past three years, growth has expanded, growing 8.8% per annum since 2018. This growth rate exceeds the Nation, which has expanded 6.4% per year over the last three years.



Infrastructure

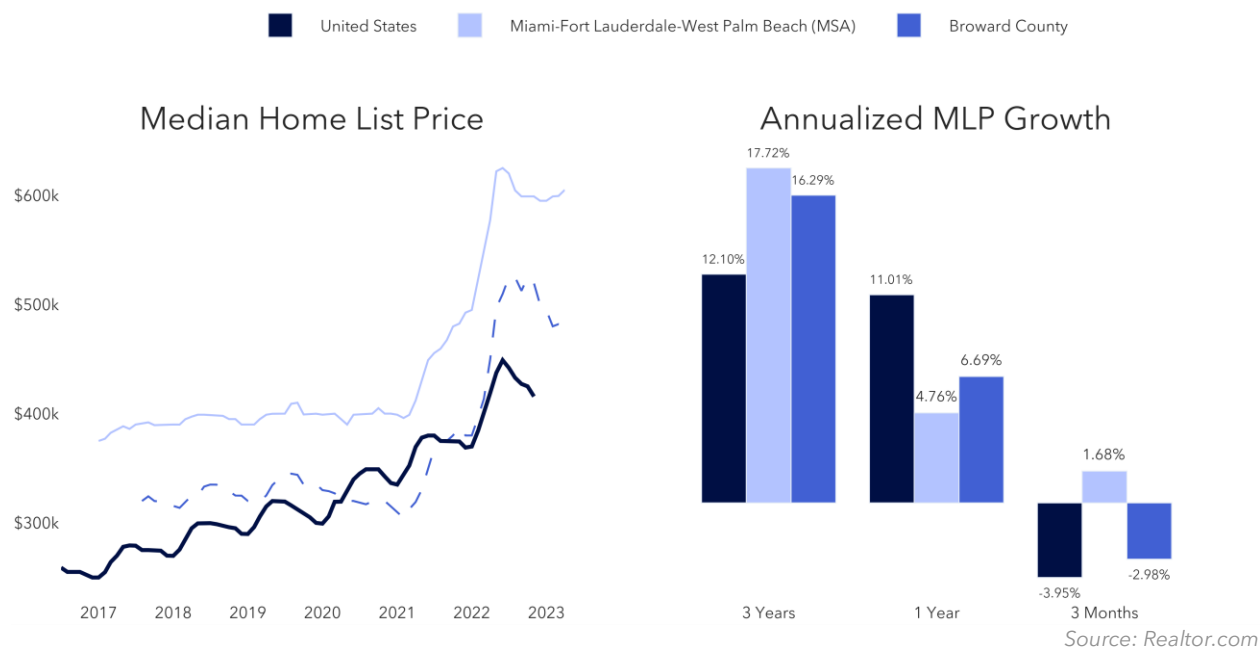
Transportation Methods

-  Major highways in Broward County include I-75, I-95 and I-595, and state roads Florida's Turnpike (SR 91), Homestead Extension (SR 821), State Road 869 (Sawgrass Expressway).
-  The South Florida Regional Transportation Authority operates the Tri-Rail, a commuter rail service that connects Miami, Fort Lauderdale, and West Palm Beach. It runs through several stations in Broward County, providing residents with a convenient option for traveling within the region. The Tri-Rail connects with other public transportation systems like Metrorail, Metromover, and Palm Tran. Brightline is a higher-speed passenger rail service that connects Miami, Fort Lauderdale, and West Palm Beach, with future plans to extend to Orlando. The Fort Lauderdale Brightline station is located in downtown Fort Lauderdale, offering a convenient option for travelers in Broward County.
-  Broward County, Florida, is served by Broward County Transit (BCT), the public transit authority that operates a network of local and express buses within the county. BCT provides transportation services to major destinations, such as shopping centers, hospitals, educational institutions, and employment centers. BCT operates more than 40 bus routes, including regular local routes, limited-stop routes, and express routes.
-  Broward County is home to several airports, with the most significant one being Fort Lauderdale-Hollywood International Airport (FLL). FLL is a major commercial airport serving the Miami Metropolitan Area and offers numerous domestic and international flights. General aviation airports include Fort Lauderdale Executive Airport (FXE), North Perry Airport (HWO), and Pompano Beach Airpark (PMP).

Housing

In 2021, historically low mortgage rates, the desire for more space, and the ability to work from home led to an increase in demand for housing. This, combined with historically low inventory levels, pushed values to record highs in most counties and metros across the Nation in 2021 and first half of 2022, with medium listing price in the US reaching a peak of \$413,000 in June 2022. However, with persistent inflation, the Fed hiked interest rates at a record pace, elevating mortgage rates over the 2nd half of the year. The sharp rise in mortgage rates has eroded housing affordability, resulting in a decrease in demand, and values. As of March, values remain up 11% over the past year, but the medium listing price in the US decreased 4% over the past three months.

In Broward County, Realtor.com data points to continued growth in values over the past year. As of 04/2023, the median home list price sits at \$480,000, an increase of 6.7% compared to an increase of 4.8% for the Miami-Fort Lauderdale-West Palm Beach Metro, and an increase of 11.0% across the Nation over the past year. With the recent sharp rise in mortgage rates, the county median list price has experienced a decrease of 3.0% over the past 3 months, compared to an increase of 1.7% for the Miami-Fort Lauderdale-West Palm Beach Metro in the same period.



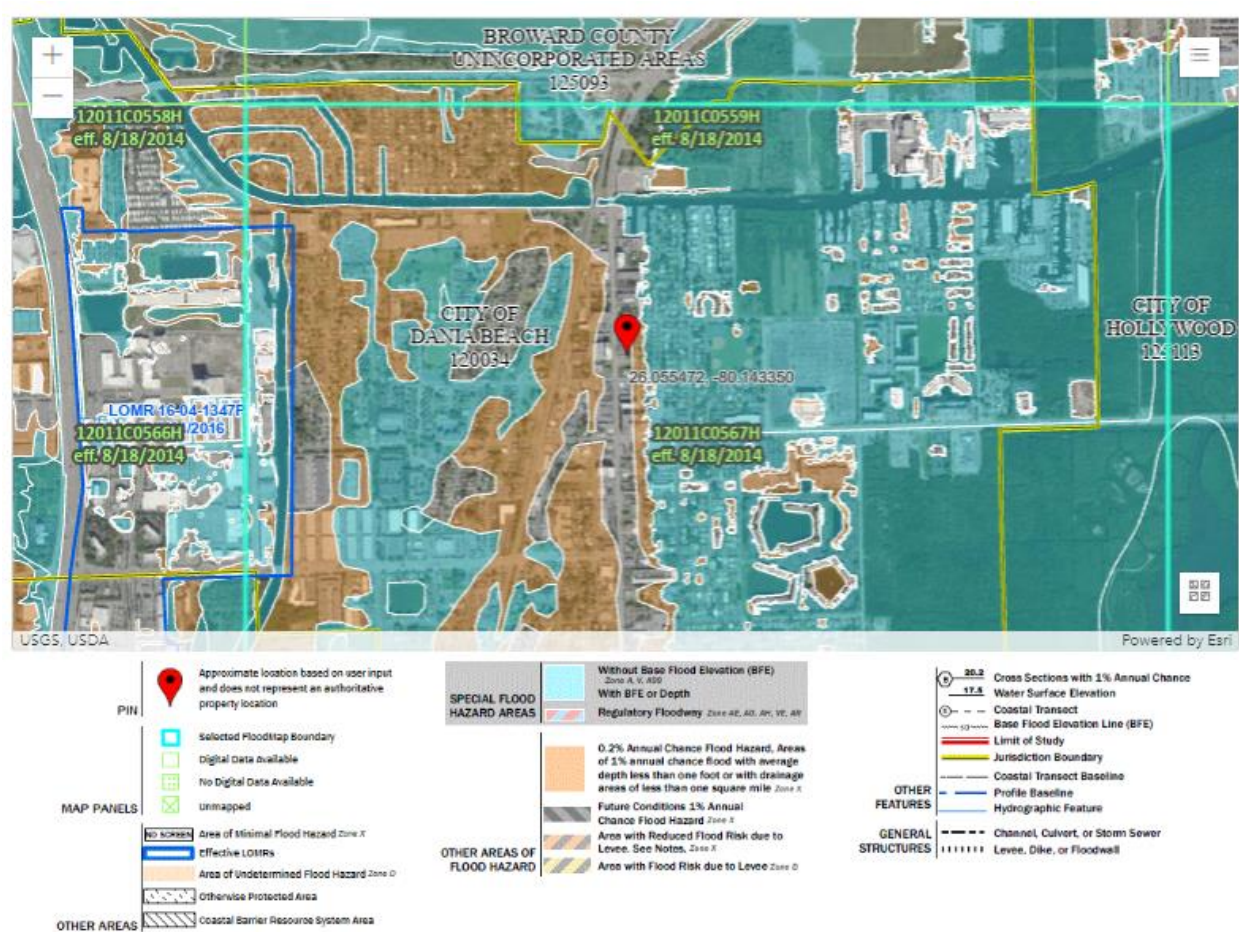
Outlook

The United States economy has recovered from the pandemic, but, with persistent levels of inflation, the Fed has repeatedly reaffirmed its commitment to fighting inflation, even at the cost of economic slow-down. Economic observers predict a mild recession over the second half of 2023, with a potential rebound in 2024.

Broward County is currently enjoying a low unemployment rate of 2.5%, which is below its five-year average. It is also lower than the state rate of 2.6% and the national rate of 3.5%. The county has been experiencing population gains, with one- and five-year annual growth rates of 0.6% and 0.1% respectively. These positive demographic trends contribute to a favorable economic outlook for the county. Broward County has demonstrated positive GDP growth over the five years leading up to the pandemic, reflecting the strength of its diversified economy. The region's key sectors, including tourism, healthcare, professional services, and technology, contribute to its robust economy and provide a solid foundation for future growth.

Flood Map

Flood Zone X



Harry C Newstreet, MAI

Senior Vice-President

Experience

Harry C Newstreet is a Senior Vice-President at Bowery Valuation who joined the firm in June 2021. Mr. Newstreet can perform a wide variety of real estate services that cover the entire spectrum of the real estate appraisal field including property appraisal, acquisition, feasibility, development and counseling, as well as in specialized areas such as expert witness testimony in condemnation for right-of-way, valuation, tax problems and other real estate matters. Mr. Newstreet has completed both form and narrative appraisals of nearly every variety of residential and commercial property, including a specialty in outdoor advertising.

Before joining Bowery, Mr. Newstreet owned and operated his own appraisal firm. He is qualified as an expert witness in Federal and State Courts in Florida, North Carolina and Pennsylvania and has performed appraisal services in the following states; Florida, Georgia, New York, New Hampshire, North Carolina, South Carolina, Tennessee, Kentucky, Washington, Alabama, Pennsylvania, Texas, Virginia, Wisconsin and Michigan.

Education

Florida State University	Bachelor of Science – December 1989
Appraisal Institute	Numerous appraisal related seminars and classes Certified by the Appraisal Institute for Continuing Education

Instructor

Florida Atlantic University	Former Adjunct Professor, College of Business, Real Estate Section
-----------------------------	--

Publications and Lectures

Appraisal Journal	Smoothing Wrinkles in the Spread: Special Assessment Issues, April 2000
SFWMD Seminar	The Development Timeline, May 2004
FAR Convention	Appraisal Issues in CRA's, September 2004

Certifications & Professional Designations

Appraisal Institute	MAI, Designated Member
Certified General Real Estate Appraiser	Florida RZ2278

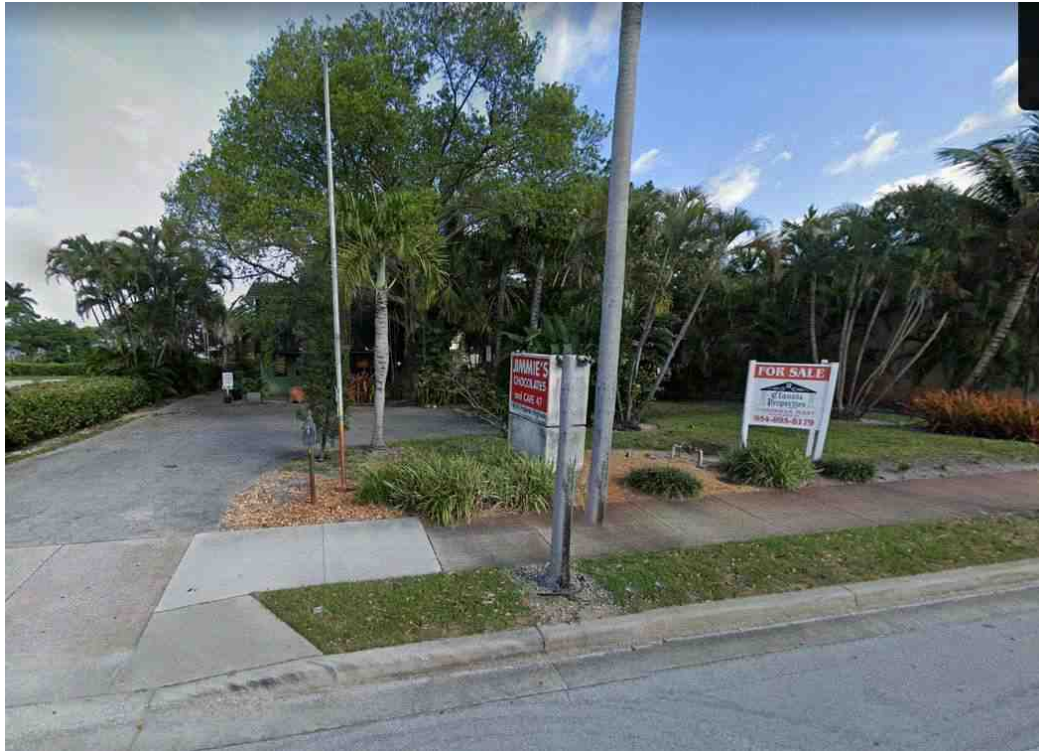
Experience

1993 - 1994	Pederson & Trask
1995	Rex Consulting
1996 - 1998	Real Property Analysts, Inc.
1998 - 2004	Newstreet-Miller & Associates
2005 - 2011	Harry C. Newstreet & Associates, LLC
2011 - 2015	Integra Realty Resources
2015 - 2016	Cushman & Wakefield
2016 - 2021	Harry C. Newstreet & Associates, LLC
2021 - Present	Bowery Valuation

Licenses

Harry C. Newstreet, MAI, State Certified General Appraiser- Florida





Appraisal of Real Property

LOCATED AT:

148 N Federal Hwy
Dania, FL 33004

FOR:

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

AS OF:

October 27, 2023

BY:

Paul R Cassidy, Cert Gen RZ3176
All Florida Appraisal Group, Inc.
500 S Cypress Road, # 3
Pompano Beach, FL 33060
954/240-8911 (phone); 954/653-0637 (fax)
pcassidy02@aol.com

Appraisal of Real Property

CC (City Center) Zoned Property

Located at

**148 North Federal Highway
Dania Beach, Florida 33004**

Effective Date:

October 27, 2023

File Number – 1023-PM18153

FOR

The City of Dania Beach

BY

ALL FLORIDA APPRAISAL GROUP

500 S Cypress Road, #3

Pompano Beach, Florida 33060

Phone: (954)240-8911 | Fax: (954)653-0637

pcassidy02@aol.com

**All Florida Appraisal Group
500 S Cypress Rd # 3
Pompano Beach, FL 33060**

**Phone (954) 240-8911
Fax (954)653-0637
pcassidy02@aol.com**

October 31, 2023

The City of Dania Beach
c/o Candido Sosa-Cruz, Deputy City Manager
100 W Dania Beach Blvd
Dania Beach, FL 33004

Reference: CC (City Center) Zoned Assemblage Property
148 North Federal Highway
Dania Beach, Florida 33004

Folio #'s: 50-42-34-01-1630; 50-42-34-01-1640

To Whom It May Concern:

As requested, we have prepared the attached Appraisal Report for the above referenced parcels. The purpose of this appraisal is to estimate the market value of the subject property as of October 27, 2023, which is the effective date of the appraisal. Property rights appraised are the Fee Simple interest. The intended user of this report is the City of Dania Beach (client), and the intended use is for interior evaluation purposes. This report is not intended for any other use/user.

An on-site inspection has been made of the subject property and all data considered pertinent to the making of the appraisal has been investigated and analyzed. The results of the investigation, together with conclusions, may be found in the following pages of this report. This is a Restricted Use Appraisal Report prepared in Summary format conforming to all applicable USPAP and Appraisal Institute standards and guidelines and is made subject to the assumptions and limiting conditions described in this report.

The appraisers certify they have no interest, past or present, in the subject premises, that our conclusion of value is based on professionally accepted techniques and methods, and further, that our fee is not contingent upon any specific finding.

City of Dania Beach
October 31st, 2023
Page Two

In our opinion, the estimated Fee Simple Market Value of the subject property as of October 27, 2023, is:

**One Million Eight Hundred Eighty
Thousand Dollars
(\$1,880,000.00)**

Conditions: This appraisal is subject to the General Assumptions, Extraordinary Assumptions, Limiting Conditions, and Certificate of Appraisal included herein.

Respectfully submitted,
ALL FLORIDA APPRAISAL GROUP



Paul R. Cassidy Cert Gen RZ3176
State-Certified General Real Estate Appraiser



Mario T Garcia Cert Res RD2528
State-Certified Residential Real Estate Appraiser

DATE OF VALUE AND TYPES OF VALUE ESTIMATED

Date of Value

The values provided in this report are as of October 27th, 2023.

Valuation Type

There are three approaches to value that were considered for estimation in this appraisal report. They are:

- **The Market approach to Value** – Due to the nature of the subject property this was considered the MOST valid approach to value.
-
- **The Income Capitalization Value** which is based on the principle of anticipation with value reflecting worth of future income. The subject improvements do not currently contribute to the value of the subject and are not ideal. They are not income efficient and for these reasons the Income approach to value was not utilized in the appraisal. It would not be considered by a prospective buyer of the subject property.
-
- **The Cost Approach to Value-** The subject improvements do not currently contribute to the value of the subject and are not ideal. For this reason, the Cost Approach to Value would not be considered by a prospective buyer of the subject property.

Definition of Market Value

Market Value: as defined in Chapter 12, Code of Federal Regulation, Part 34.42 (f) is, "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special financing or creative financing or sales concessions granted by anyone associated with the sale.

PROPERTY RIGHTS APPRAISED

The property rights appraised in this valuation are fee simple interest.

Fee simple interest is defined as: “Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power and taxation”. *(The Dictionary of Real Estate Appraisal, Pg 123, American Institute of Real Estate Appraisers.)*

The subject property is NOT encumbered by any long-term leases. The subject improvements are currently vacant. Therefore, the property rights appraised are Fee Simple.

INTENDED USE / INTENDED USER

This appraisal report was requested on behalf of The City of Dania Beach c/o Candido Sosa Cruz, Deputy City Manager. The intended use of the appraisal report is to provide the intended user assistance in asset valuation of the subject property. Use of this report by anyone other than the stated intended user is not intended by the appraisers and should not be relied upon without the express written consent of All Florida Appraisal Group, Inc.

SCOPE OF THE APPRAISAL

The scope of this appraisal includes an investigation into the market variables affecting the value of the subject property. Data relating to market activity was researched, analyzed, and presented in the appropriate sections of this report. General background information on Broward County and specific information on the subject neighborhood was obtained through various private and governmental publications. Specific information relating to items such as real estate taxes, zoning, land use plan designations, etc., was obtained by contacting the appropriate agency or reviewing documents provided by these agencies. This appraisal report utilized the Market (Sales Comparison) Approach and the Income Approach to value as these would be most considered by a prospective buyer of the subject property.

This is a Restricted Appraisal Report [Written report prepared under Standards Rule 2-2(b) Pursuant to the Scope of Work].

The value estimate in this report does not include any business, personal property, removable fixtures, or equipment.

The Market Approach, or Sales Comparison Approach, to value was utilized. For this analysis, comparable sales from both the immediate and an expanded competitive market area, as well as currently active listings from the immediate market area, were considered and investigated.

The Cost Approach was considered; however, it was not utilized. This was due to the age of the subject property and the difficulty estimating depreciation, and the lack of readily available Land from the immediate area for development. For these reasons the Cost Approach would not be a good guide to value. A typical buyer of the subject property would not consider this as a reasonable alternative due to the age of the subject improvements and the lack of readily available vacant land.

The Income Approach was utilized. One year's stabilized income was considered and analyzed through direct capitalization as well as market indicated Gross Rent Multipliers.

Within this report, we will further discuss information specific to the subject property. This information will be useful and enable a better understanding of the inputs within the valuation procedures.

Registered Trainee Katherine Lavin #RI25761 assisted in collection, verification, and analysis of information for both the Sales Comparison and Income Approaches. She was involved in the reconciliation of the quality and quantity of data available, and the application of approaches used to arrive at the value conclusion.

GENERAL MARKET DERIVED DATA

Primary data that included improved sales information, as well as market income and expense statistics, was obtained from data sources contained within our office files that are updated regularly, and from properties previously appraised. Secondary data sources included, but were not limited to, the Broward County Property Appraiser's Office, MLS, Real Quest, Comps, Inc., Loop Net, First American Data Solutions (FARES), Realquest, Co Star, and commercial and investment-related publications from the Board of Realtors.

DATA VERIFICATION

Every effort has been made to verify information obtained from secondary sources. However, in the time frame in which an appraisal is prepared, principals are not often available, or they may not wish to discuss information that is not part of the public records with an appraiser, knowing that some of the information might be disseminated to the public. Therefore, the data used in this appraisal is believed to be true and correct but cannot be warranted. Data obtained from professional associates' sources often relates to properties they have personally appraised. This information is often confidential (Appraiser/Client) in nature and may be referred to in this analysis as a general source of data with the client's permission, but retained in our files so that the confidentiality of the source is maintained, and the specific data is not disseminated to the public in a manner not authorized by the client. Verification of data may have come additionally from surveyors, closing agents, attorneys, buyers, sellers, property owners, property management companies, i.e., leasing agents, and/or realtors.

EXTRAORDINARY ASSUMPTION(S)

This appraisal report is made with the extraordinary assumption that the site is free and clear of any contaminants, liens, usage rights, etc.

No survey of the subject property was provided. The extraordinary assumption is made that the subject as described in public records is accurate.

No detailed building inspection was made. The building improvements appear to be at the end of the economic life. They can be economically razed with no environmental impact. (extraordinary assumption)

COMPETENCY PROVISION

In regard to this appraisal assignment, the appraisers have complied with the “Competency Provision” of the Uniform Standards of Professional Appraisal Practice. Reference is made to the “Appraisers’ Qualifications” in the addendum of this report.

ISSUES OF GROWTH MANAGEMENT AND CONCURRENCY

Concurrency is an issue that affects development in the State of Florida. According to Florida’s Growth Management Act, Section 163.3177 (10) (H), Florida Statutes, “It is the intent of the legislature that public facilities and services needed to support development shall be concurrent with the impact of development”.

Issues of Growth Management are not completely understood by market participants, nor are they completely understood by local government employees. The appraisers have researched the issues of Growth Management and Compact Deferral Zones and have found that the issues have certain adverse impacts on undeveloped property as well as reconstruction and/or expansion activities on improved properties. Zones of Compact Deferral are in constant change; that is, areas are under constant review for inclusion/and or exclusion from the Zones. As amplified in the following sections, the appraisers have reported these issues and the effect (if any) on the subject as of the date of valuation, as related to the appraisers by local governments and their employees. The appraisers assume that the information they received is true and correct.

EXPOSURE TIME / MARKETING TIME

Exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal: a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

(Appraisal Standards Board of the Appraisal Foundation, Statement on Appraisal Standards No. 6, Fourth Edition, 2002.)

The marketing time for the subject property is estimated at three to twelve months.

Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. This appraisal is based on an estimated Exposure Time of three to twelve months.

LISTING HISTORY / CONTRACT ANALYSIS

The subject was listed for sale in MLS ACTV -> \$1,900,000 on 08/14/2022 The listing expired 6/30/2023 MLS # F10344421

LOCATION/PHYSICAL

Broward County/Regional:

The subject property is located in Broward County, Florida. This section of the appraisal describes the pertinent Broward County background material which affects the valuation so the reader understands the subject property. The material in this section is divided into the following major factors: geography, population, recreation/lifestyle, health care, economic base, employment, transportation, financing, education, and government.

Geography:

Broward County is located in southeast Florida between Palm Beach County to the north and Miami-Dade County to the south. The Tri-County area is commonly referred to as the “Gold Coast”. Broward County is bordered on the east by the Atlantic Ocean and runs west to approximately the middle of the State. It is approximately 25 miles from the north to south boundaries and 50 miles from the east to west boundaries. The total area of the County is 1,196 square miles. The western two-thirds of the county comprise the Everglades Conservation Area and a Native American reservation. Virtually all development is located in the eastern third of the County.

Topographically, Broward County is a low-lying flat plain. The primary structural features of the County include the Atlantic Coastal Ridge, which is approximately two to three miles inland parallel to the seacoast and the Everglades conservation areas. The Coastal Ridge is a relatively high (5-25 feet above mean sea level) dry land separating the interior lowlands of the County from the coastal areas. It is comprised of limestone rock foundation covered by sand. The conservation areas in Broward County west of the Coastal Ridge are relatively flat with an average elevation of nine feet above mean sea level.

Broward County has approximately 165 miles of navigable canals plus 25 miles of Intracoastal Waterway. There are almost 23 miles of beaches, of which 38% are publicly owned. Climate is considered favorable with an average temperature of 75.6 degrees Fahrenheit and an average annual rainfall of 57.55 inches. The air quality is generally very good. There are more than 288 parks and 75 public and private golf courses in the County. All of these factors enhance the County’s appeal to residents, tourists, and business interests. (Source: Broward County website.)

Broward County's location is ideally situated for trade with Latin American and Caribbean nations, and as a base for cruise ships. Port Everglades in Fort Lauderdale serves both commercial trade and cruise ships and adds significantly to Broward County's economic base.

Population:

Per the U.S. Census Bureau, Broward County had an estimated population of 1,947,026 as of July 1, 2022, which made it the second largest county in Florida after neighboring Miami-Dade. Growth in population has been steady since 1980 but less rapid than in the prior three decades.

The projected percent increases in population by percentage for Broward County are somewhat lower than for the entire State. This is due to the county's already large population. Future population increases will have a positive effect on real estate by increasing demand.

Recreation/Lifestyle:

Broward County offers a wide variety of recreational and cultural activities. Its ocean frontage and 165 miles of navigable waterways make boating, diving, fishing, and other water sports popular. There are 288 parks, 65 golf courses, and 580 tennis courts in the County. The mild climate permits recreational activities year-round.

Spectator sports abound in the Broward/Miami-Dade County area. Miami-Dade County is the home of the Miami Dolphins professional football team, Miami Heat professional basketball team, Florida Marlins professional baseball team, and the University of Miami college football team. The Florida Panthers professional hockey team relocated to Broward County in 1998.

Cultural activities have increased significantly in recent years. The 60,000 square foot Fort Lauderdale Museum of Art is located in downtown Fort Lauderdale. The \$90 million Performing Arts Center, which was completed in 1991, hosts major dance, music and theater performances. In Pompano Beach, a \$19.7 million Cultural Center opened in 2018. There are also numerous smaller theaters, playhouses, museums, and various historical points of interest throughout Broward County.

Health Care:

Available health care facilities are substantial in Broward County. There are a total of 36 hospitals in the County and an estimated 1,700 physicians (source: Broward County Medical Association). Health care access is considered adequate for the current population.

Economic Base:

Until recently, Broward County's economic base was primarily tourism related. In the past 30 years, the County and the State have diversified due to both the efforts of the Broward Economic Development Board and national economic trends. The number of industrial firms has increased steadily in the last three decades. Primary targets have been relatively clean light manufacturing firms, as heavy manufacturing is generally not permitted in the County. Broward County's major drawing factors for industry include appealing climate and lifestyle, low taxation, strong employment base, cooperative union environment, and good transportation access. It is expected that development of light industry will continue growing in Broward County.

Tourism is the other primary segment of Broward County's economic base. Despite increased competition from other areas of the state, particularly Central Florida, the number of annual tourists has increased or remained stable since 1982. Most tourists visit Broward County in December through April. Primary reasons are Broward County's mild winters, beaches, and recreational amenities. As the development of industry increases, the number of year-round business travelers is expected to increase.

Agriculture has effectively disappeared from Broward County. This is due to high property values generated by continuing growth of population and the need to redevelop agricultural areas with residential and commercial developments. There is a very limited amount of remaining agricultural land in Broward County, which primarily consists of various plant nurseries.

Overall, Broward County is considered to have a solid and well-balanced economic base.

Employment:

Apart from the first several months of the pandemic (March – December 2020), employment in Broward County has consistently been strong. In March 2022, the unemployment rate was 2.8 percent, as compared to a national rate of 3.6 percent for the same month.

The greatest number of job gains were seen in the Leisure & Hospitality sector, but all employment sectors that are consumers of industrial real estate gained jobs year-over-year from March 2021-March 2022: Construction, Manufacturing, Trade, Transportation, and Utilities.

(Source: Cushman & Wakefield Broward County Marketbeat 2022).

Transportation:

Broward County is a transportation hub for air, railroad, cruise lines, freight ships, and motor vehicles. Airports in Broward County include the Fort Lauderdale/Hollywood International, Fort Lauderdale Executive, Hollywood/North Perry, and Pompano Beach airports. The Fort Lauderdale / Hollywood International Airport is a major regional airport with 45 airlines including many major carriers. It served approximately 32 million passengers in 2022 (source: Fort Lauderdale-Hollywood International Airport website).

Fort Lauderdale's Port Everglades is the largest seaport in acreage in Florida's lower east coast and is Florida's deepest harbor. Waterborne cargo traffic has increased almost every year, so that Port Everglades is now one of the U.S.'s largest cargo ports. Port Everglades is also the third largest cruise ship port in the world.

Industrial rail systems service Broward County on two track lines. Both run parallel to the coast in eastern Broward County, and freight service is provided by both Florida East Coast Railroad and the CSX Railroad.

Two passenger railroad systems provide commuter service throughout the County and beyond: the Tri-Rail system and the high-speed Brightline.

The primary mode of transportation in Broward County is by car or truck. Broward County has an extensive network of roads and highways, including the following major roadways:

- Interstate 95, which runs north/south in the eastern side of the County.
- Interstate 595 which runs from the Fort Lauderdale/Hollywood International Airport and Port Everglades west to Alligator Alley.
- Interstate 75 is an east/west expressway which improves transportation to western portions of the county and the Florida west coast.
- The Florida Turnpike runs through the middle of the County from north to south.
- The Sawgrass Expressway runs from Interstate 595 north along the western edge of developable Broward County almost to the north boundary then turns east running to Interstate 95.

Financing:

In Broward County, financing is considered readily available for residential, commercial, and industrial properties with some limitations. Interest rates have been increasing over the past 12 months.

Education:

Broward County has a broad range of educational offerings – including both public and private primary and secondary schools and local and national universities. Broward County is considered to have an above average system of public schools. The Broward County Public School District is the sixth largest school district in the nation and the second largest in Florida.

Overall, the Broward County school system is considered above average in quality and adequate to meet the needs of the population.

There are several public and private colleges with classes in Broward County, including Florida International University, Barry University, and Nova Southeastern University.

Government:

Broward County is a charter government county with a nine-member board of elected County Commissioners, one of which serves as Mayor, and a full-time county administration. Other elected county officials are the school board members, sheriff, property appraiser, supervisor of elections, clerk of the court, state attorney, public defender, and judges. There are 31 separate municipalities in Broward County with various forms of government structures. Fort Lauderdale is the largest of these municipalities and is the county seat.

Broward County provides a full range of governmental services including police and fire departments, various judicial departments, parks, social services, and other public service departments, traffic and utility departments, health and public safety departments and various finance, management, and administrative departments. Most of the municipalities in Broward County provide similar services. Despite rapid development and population growth in the past 50 years, Broward County and most of the municipalities have managed to expand necessary services adequately.

Property development in Broward County is regulated by the County Land Use Plan. Instituted in 1977, this plan provides an overview for cohesive and logical direction of growth and development. The plan is reviewed and altered as needed on a regular basis. All municipalities are required to provide city land use plans that conform to the county plan.

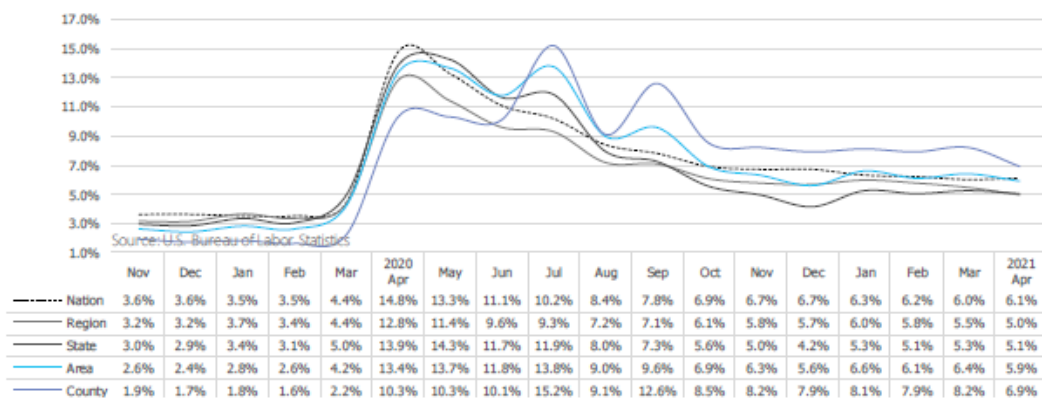
A factor related to government which deserves mention is that of taxation. One of the major contributing reasons for Broward County and Florida businesses and industrial expansion is the favorable tax structure. Florida has no personal income tax, no gift tax, no inheritance tax, and no inventory tax. Additionally, Florida's corporate income tax of 5.5% is low relative to many other states. The relative appeal of Florida's tax structure has been growing as there has been a trend in other states of increasing their income taxes. For example, in 2021, 13 other states increased their income taxes (source: the Tax Foundation).

Summary & COVID -19 Impacts

SUMMARY + COVID-19 IMPACTS

Although the South FL metro saw significant job losses in early to mid 2020 as the result of COVID-related shutdowns, employment has rebounded in the area. As of November 2020 Miami's economy was recovering at a rate on par with the national average. Of the job losses, the leisure and hospitality sector incurred the heaviest share at about 40%, followed by the education and health service sector at about 13% of the total losses. For reference, as of April 2020 Miami's unemployment rate was 13.4% and remained high throughout the summer and early Fall 2020. As of April 2021 the unemployment rate was 5.9%, generally on-par with the national unemployment rates. A chart illustrating the recovery is shown below.

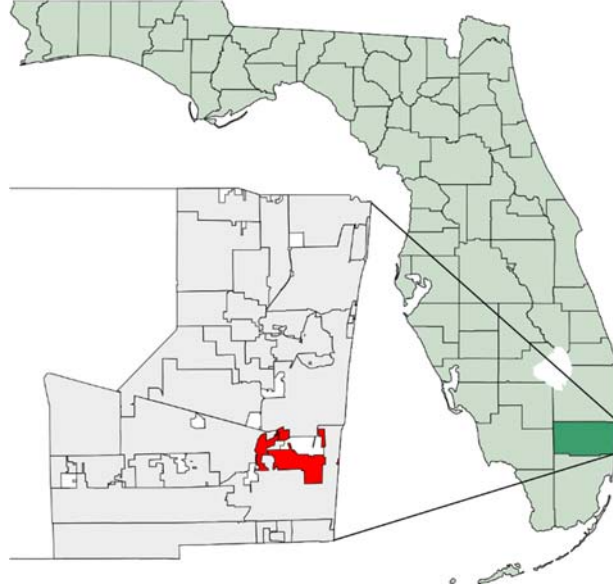
UNEMPLOYMENT RATE (TRAILING 18 MONTHS)



The top five area employers are healthcare and education related, which is expected to prop up the currently suffering service industry and the area is expected to return to a growth cycle by the mid to end of 2021. Additionally, the area is a haven for foreign investors, as the market is seen as a long-term growth market due to its international ties and its presence as a world-wide financial center. REIS expects the Broward COVID impact to be "low" and Miami-Dade is also reporting "low" impact as of June 2021.

City of Dania Beach:

The subject property is located Dania Beach, Florida.



The City of Dania Beach (Formally known as Dania until 1998) is a city in Broward County, Florida, United States. It is part of the South Florida metropolitan area. As of the 2020 census, the city's population was 31,723.

The City of Dania Beach is located immediately south of the Fort Lauderdale-Hollywood International Airport, Port Everglades, and the Broward County Convention Center. Dania Beach operates under a commission-city manager form of government and provides services to an estimated 32,000+- residents.

Dania Pointe is the premier destination for shopping, dining, and entertainment in South Florida. Make sure you visit the restaurants, bowling alleys and stores in this delightful outdoor shopping center. Dania Pointe shines as the pinnacle of a 21st century lifestyle destination, featuring almost 1 million square feet of best-in-class retail, restaurants, entertainment and events. Dania Pointe continues to expand with the construction of the Spirit/JetBlue headquarters, training facility, employee housing and parking garage, complemented by Avery luxury apartments, an AC Hotel by Marriott and a full service Marriott Hotel.

Dania Beach industries include academic, marine, and tourism. The American Maritime Officers (AMO) Simulation, Training, Assessment and Research Center, with state-of-the-art bridge and engine room simulators, offers advanced merchant marine training.

Derecktor Shipyards, one of South Florida's largest yacht repair hubs, owns a \$1 million lift for boats up to 100 feet long. The yard also owns a \$3.5 million lift that is nearly eight-stories-high, to handle super-yachts 100 feet to 200 feet. It is the tallest mobile boatlift in the world.

The City's 120-slip Marina, located between the Intracoastal and the Atlantic Ocean, Bass Pro Shops and Diver's Direct are major attractions for people interested in outdoor sports, boating and fishing.

SeaTech, FAU's Institute for Ocean and Systems Engineering, is the nation's first ocean engineering program. The world-class faculty is engaged in research and technology development in the areas of acoustics, marine vehicles, hydrodynamics and physical oceanography, marine materials, and nanocomposites.

The City's extensive recreation program includes a beach and fishing pier, pools, tennis courts, neighborhood parks and community centers that provide a wide variety of programs for youth, adults and senior citizens.

(Source City of Dania Beach)

Transportation Access:

Local area accessibility is generally considered to be good. Egress and ingress, as well as accessibility to the subject, is good. The subject property is located along US-1 / Federal Highway which is a north-south thoroughfare for the area, there is access to I-95 to the west and Florida's Turnpike which are Florida's east coast primary north/south commuter highways serving south Florida.

Special Hazards or Adverse Influences:

The neighborhood is not apparently adversely affected by flooding, landfills, or ground contamination. Although properties within the neighborhood are located within the 100-year flood plain, the area does not appear to be adversely affected by flooding. There is an extensive system of canals to the East as well and there is effective drainage for the area.

Developmental Activity:

The immediate neighborhood is highly developed. New construction and redevelopment in the neighborhood are an on-going process.

Conclusion:

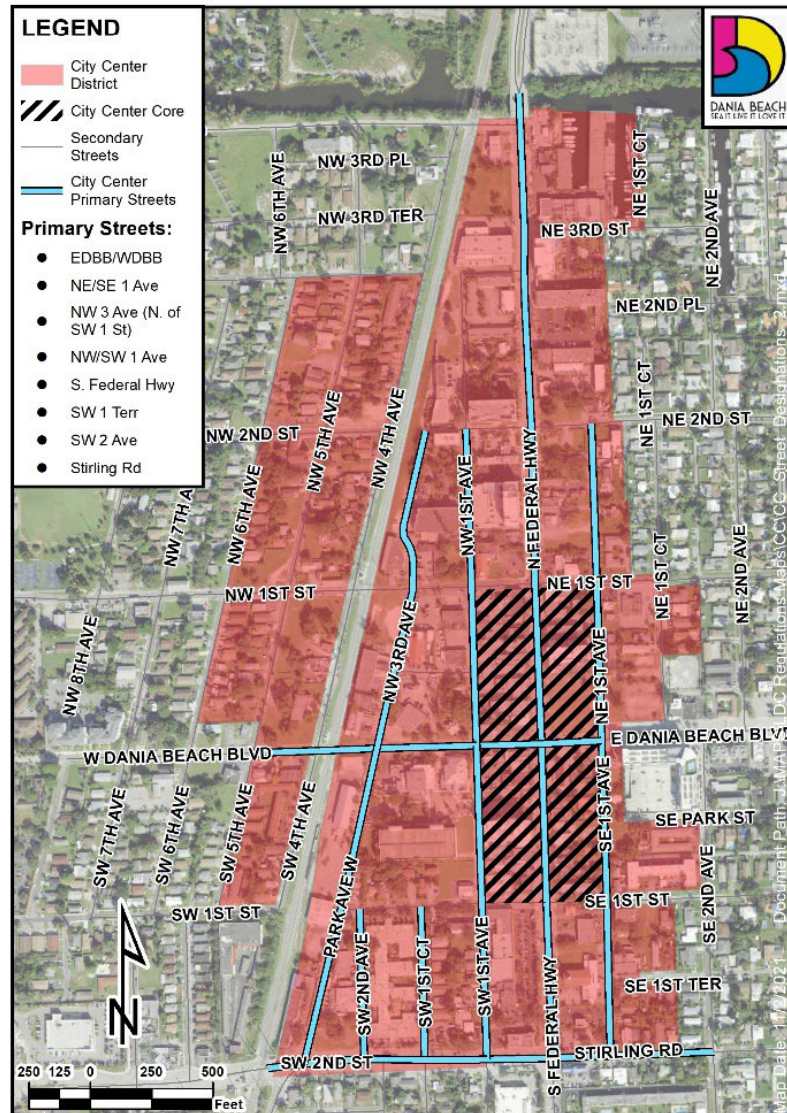
The subject neighborhood was well defined by major roads surrounded by a significant population base. The development of commercial uses represented a variety of structural ages and designs, but it was controlled and organized. Access to the neighborhood is good, with linkages from I-95 nearby. The area is in close proximity to the Fort Lauderdale International Airport, The Porth, and area Casinos.

Zoning Map



Zoning:

CC (CITY CENTER) City Center core. Located between NE and NW 1st Avenues and between SE/SW 1st and NE/NW 1st Streets (see cross-hatching on map). The core is the planned retail, government and downtown of Dania Beach. Mixed-use buildings with ground-floor retail, entertainment, and/or office uses are required in the core.



Intent and purpose. CC (CITY CENTER)

To establish a mixed-use downtown with transit supportive densities and intensities where citizens can work, live, and shop in the economic, governmental, entertainment and cultural focal point of Dania Beach. This district is designed to encourage accessible, active, pedestrian-oriented areas within walking distance of a prospective transit station on the FEC railway.

Density. Max. fifty (50) du/ac by right; up to one hundred fifty (150) du/ac with density bonus

F.A.R. Max. 8.0

Generalized permitted uses

Uses	Core Streets*	Other Streets
Residential Multifamily	U	✓
Commercial (Mixed use compatible)	✓	✓
General Commercial	✓	✓
Restricted Commercial	**	**
Entertainment	✓	✓
Lodging	✓	✓
Civic and institutional	✓	✓
Transportation	✓	✓

Figure 303-6 Permitted use by story.

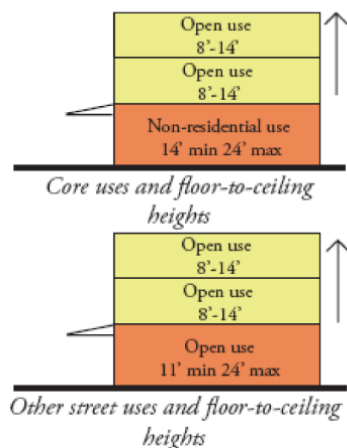
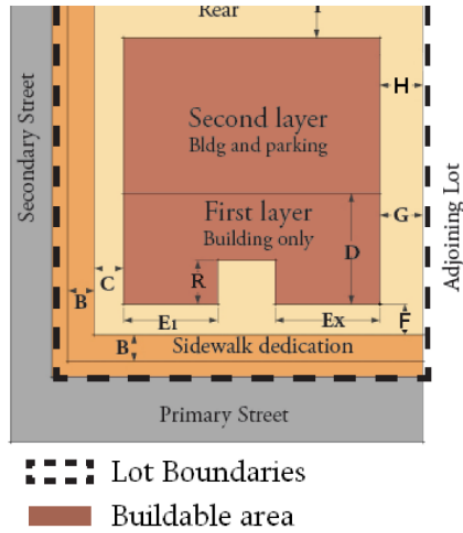
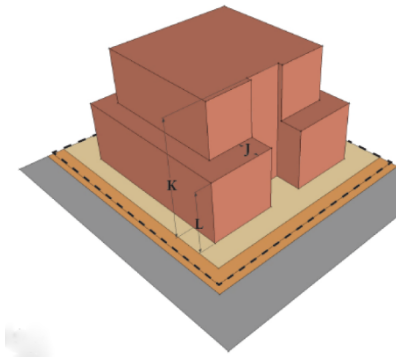


Figure 303-8 Building Placement



Sidewalk dedication: pursuant to adopted CRA Plan street sections. See sec. 309-10; "B" in diagram.

Figure 303-9 Upper story setbacks.



Height zones map, Figure 303-10.

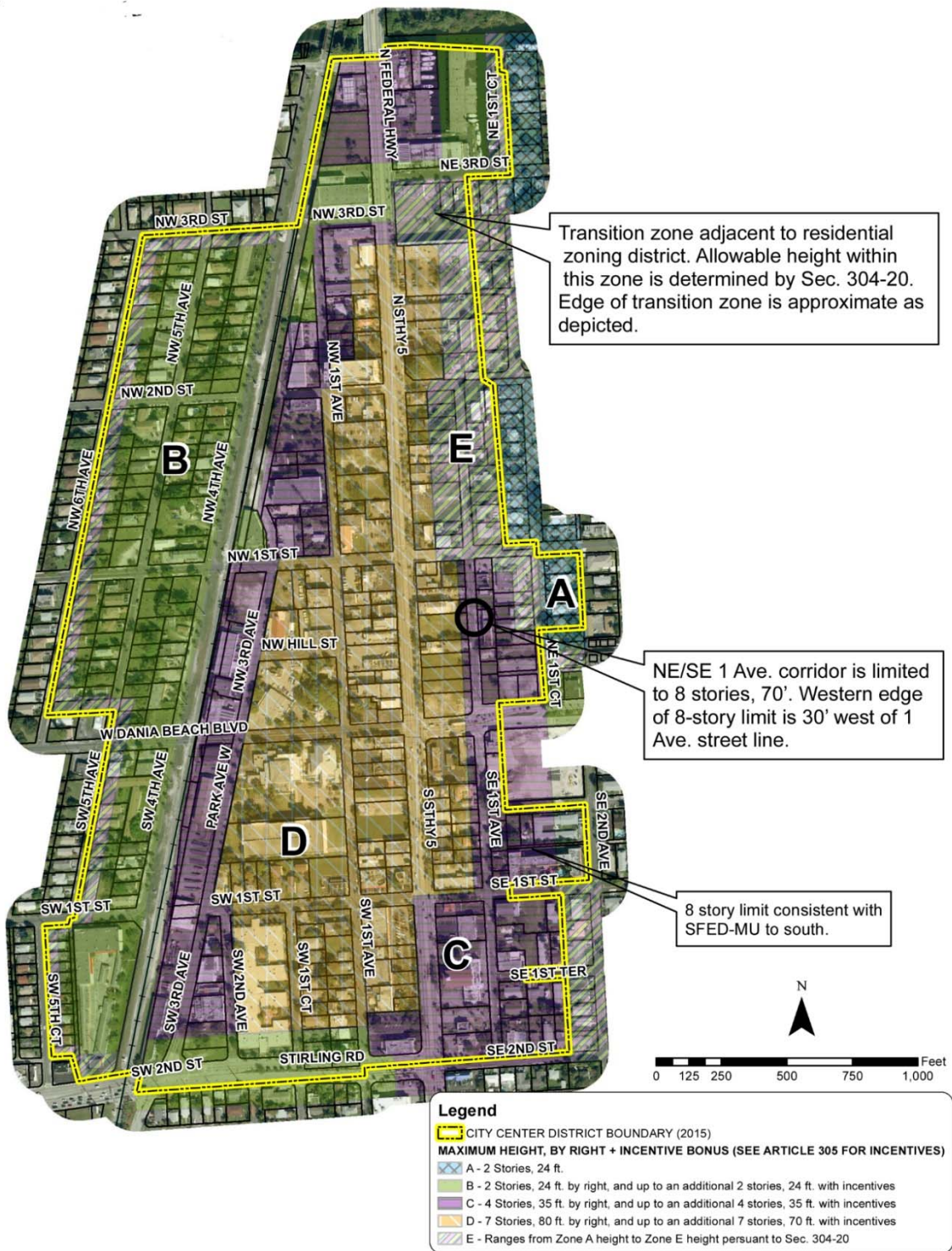
1.

The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts and the F.E.C. Railroad corridor. Allowable height increases at a rate of one (1) foot per one and two-thirds (1.66) feet of horizontal distance from an adjacent residential zoning boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly.

2.

Allowable height is indicated on the map as the base allowable height, plus additional height that may be authorized by qualifying for height bonuses.

Maximum Permitted Height Map.



HIGHEST AND BEST USE:

Highest and Best Use is defined as " 1) The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal. 2) The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value. 3) The most profitable use.

Implied in these definitions is that the determination of highest and best use considers the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, green belts, preservation, conservation, wildlife habitats, and the like."

(The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, 2002.)

The definition above applies specifically to the Highest and Best Use of land. It is to be recognized that in cases where a site has existing improvements on it, the Highest and Best Use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its Highest and Best Use exceeds the total value of the property in its existing use.

There are four tests that a property must meet in order to indicate Highest and Best Use. The use must be physically and legally possible, financially feasible, and must be the most productive use among the possible alternative uses.

- 1) **Physically Possible:** The conditions and nature of the site must be such that it can support development. Physical factors include size, shape, frontage, utilities and subsoil conditions. The site's physical characteristics are conducive to and support a variety of commercial and residential uses.
- 2) **Legally Permissible:** Any proposed use for the site must be legal; it must conform to zoning ordinances, deed restrictions, private use agreements or public historical use controls.
- 3) **Financially Feasible:** Any proposed use for the site must provide a yield on invested capital sufficient to warrant the investment. All uses which generate sufficient income to meet or exceed operating expenses and provide an adequate return on investment are considered financially feasible.
- 4) **Maximally Productive:** That feasible use, based on financial use analysis and return to the land and/or capital that provides the highest yield for the longest period of time.

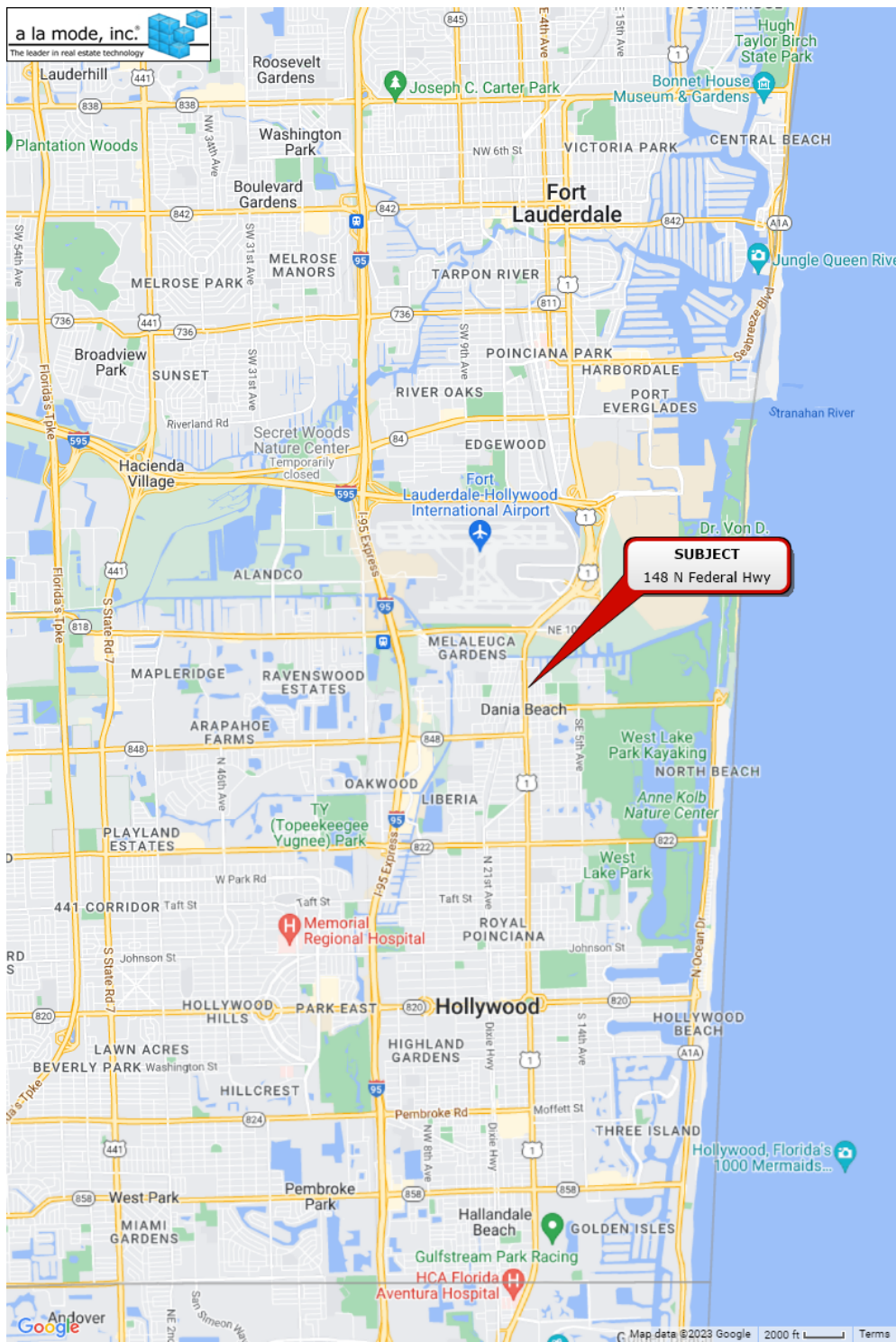
The subject improvements are physically possible by virtue of their existence and have a legal conforming status use under current zoning.

The market value of the subject as improved IS NOT substantially greater than its value as vacant. The subject buildings are at the end of their economic life and are currently an interim use.

Based on the above, the existing building improvements are not consistent with the highest and best use.

The highest and best use of the subject property would be the redevelopment of the site with a new more ideal improvement. Consistent with the current zoning this would be a mixed-use development with retail located along level one.

SUBJECT PROPERTY LOCATION MAP:



SUBJECT PROPERTY SUMMARY OF SALIENT FACTS

Property Address: 148 N Federal Highway, Dania Beach FL 33004

County: Broward

Property Type: Assemblage of Parcels (highest and best use is redevelopment,
No site plans or approvals in place.)

Property Owner(s): Harrison, Rodney B

Tax ID / Folio #: 50-42-34-01-1630 & 50-42-34-01-1640

Zoning: CC (City Center)

Census Tract: 0308.03

Site Improvements: Asphalt parking areas, fencing and gates

Topography: Mostly level

Legal Description: TOWN OF MODELO (DANIA) B-49 D LOT 5,6 LESS ST RD BLK 11
TOWN OF MODELO (DANIA) B-49 D LOT 7 LESS ST RD,8 BLK 11

Sales History of Subject: There has been no Sale of the subject in the previous 3 years.

-.

Assessed Value and Taxes:

According to Broward County Tax Records via the Broward County Property Appraiser's Office, the subject property was assessed and taxed as follows:

Property Assessment Values 50 42 34 01 1630					
Year	Land	Building Improvement	/ Just / Market Value	<u>Assessed SOH Value</u>	<u>Tax</u>
2024	\$167,420	\$221,160	\$388,580	\$388,580	
2023	\$167,420	\$221,160	\$388,580	\$357,450	\$8,443.43
2022	\$167,420	\$157,540	\$324,960	\$324,960	\$7,597.28

Property Assessment Values 50 42 34 01 1640					
Year	Land	Building Improvement	/ Just / Market Value	<u>Assessed SOH Value</u>	<u>Tax</u>
2024	\$167,420	\$6,000	\$173,420	\$173,420	
2023	\$167,420	\$6,000	\$173,420	\$173,420	\$3,361.78
2022	\$167,420	\$6,000	\$173,420	\$173,420	\$3,290.17

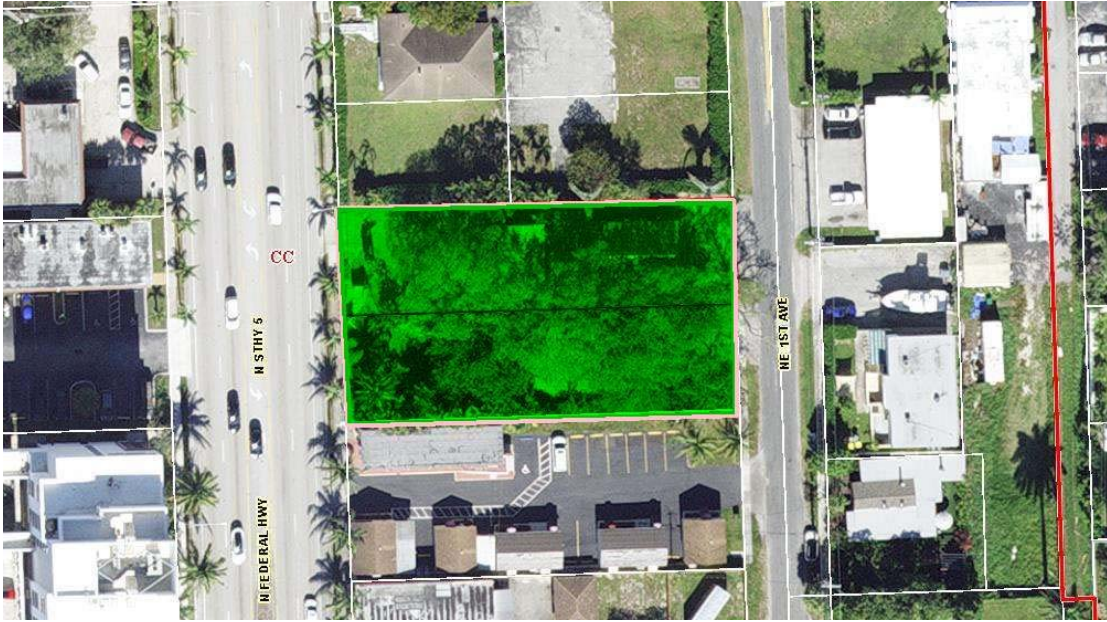
Flood Zone:

The subject is located within a flood zone per the National Flood Insurance Program; Map Number 12011C0567H dated 8/18/2014. The subject is located in Flood Zone "X." Elevation is level and at road grade. Soil composition is sandy with no evidence of muck. A soil test was not submitted to the appraiser. Drainage appears adequate.

Utilities:

Water and Sewer: City water and sewer
Electric: Florida Power and Light
Paved road access
All necessary utilities are available to the site.

Property Aerial Map:



Subject site:

The subject site is rectangular 100' x 186 ' +/- and includes approximately 18,602 Sq Ft. The site has frontage along US-1 and Federal Highway. The subject backs to NE 1st Avenue.

Subject Property Photograph Addendums



Site views



Site views



view from Federal Highway



View from Federal Highway



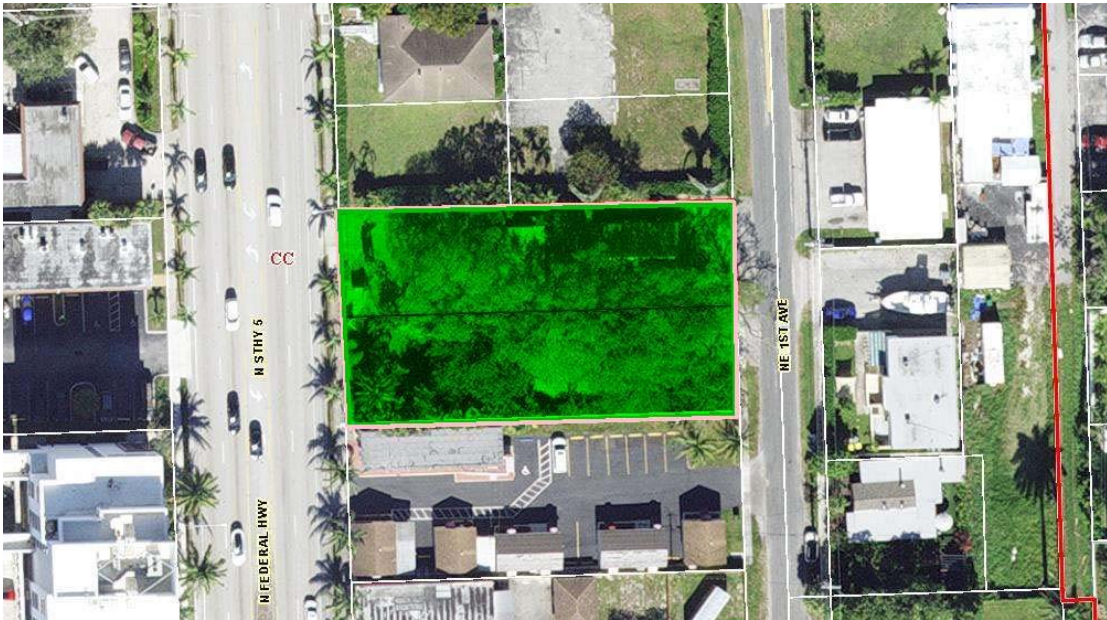
View from Federal Highway



Street View

Subject Property

SUBJECT PROPERTY	
Address	148 N Federal Hwy, Dania Beach FL 33004
Sales Price	N/A
Sale Date	N/A
Building Size (Sq. Ft.)	2161 sf (no value, interim use)
Lot Size (Sq. Ft.)	18,602
Lot Size (Acres)	0.43
Price / Sq. Ft.	N/A
Zoning	CC (Community Business)
Location	Federal Highway, Dania Beach



VALUATION ANALYSIS – MARKET APPROACH TO VALUE

The Direct Sales Comparison or Fee Simple Market Approach is based upon the principle of substitution; that is, when a property is replaceable in the market, its value tends to be set at the cost of acquiring an existing property with the same utility, assuming no costly delay in making the substitution. Since no two properties are ever identical, it is necessary to consider the differences in location, size, condition, age and etc. Adjustments are made by comparing the sales to the subject and are best determined by the actions of typical buyers and sellers in the marketplace. The basic steps of the sales comparison approach are listed below:

1. Research the market to obtain information on sales transactions, listings and offerings to purchase properties that are most recent and most similar to the subject property.
2. Verify the information by confirming that the data obtained are factually accurate and that the transactions reflect arms-length market considerations.
3. Select relevant units of comparison (e.g., price per acre, per square foot) and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable appropriately or eliminate the property as a comparable.
5. Reconcile the various value indicators produced from the analysis of comparables into a single value indicator or a range of values.

The unit of comparison used in this analysis is primarily price per sq ft. of land, as it is the most typical unit of comparison used by the market for these types of properties.

A thorough search of the subject market area was made to locate recent sales and listings of Vacant sites or sales of improved properties that sold for LAND VALUE.

The search included public records, brokers, developers, investors, and owner/users and was limited to the subject's neighborhood and comparable neighborhoods in Broward County. Five sales, considered to be the most comparable of all sales analyzed, are used in this approach. Each of the sales was inspected and verified by examination of the public records and with a principal involved in the transaction to uncover terms and special considerations, if any. The sales are discussed on the following pages along with a comparison to the subject used to derive an indication of value for the subject property. A map showing the location of the properties in relation to the subject and a front photograph of each sale is also in this section.

COMPARABLE SALES:

Comparable Sale 1	
Address	2100 N Federal Highway, Hollywood FL 33020
Sales Price	\$6,500,000.00
Sale Date	s02/23;c11/22
Verification	Document #118691537 , MLS#F10318973 /Listing Agent
Building Size (Sq. Ft.)	12,245 sf minimal value / interim use (owner will raze)
Lot Size (Sq. Ft.)	64,312
Lot Size (Acres)	1.48
Price / Sq. Ft. of Land	\$101.07
Zoning	FH-2 (Federal Highway Medium-High intensity Multi-Family) FAR 3.0
Folio #	51-42-10-13-0010
Grantor	VMN GROUP LLC
Grantee	BARDI VP LLC



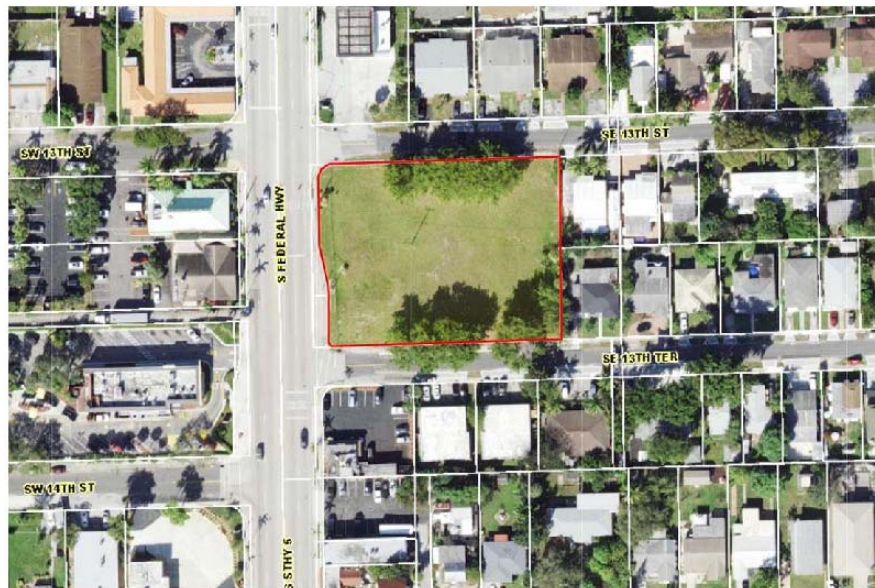
Comparable Sale 1 is located just south of the subject property and includes frontage to Federal Highway. The site is zoned FH-2 (Federal Highway Medium-High intensity multi-family) which includes a FAR of 3.0.

The Comparable was improved at the time of sale with the building improvements representing an interim use.

Per the listing agent the Property was purchased for site value with no approved plans in place for redevelopment.

The Property Sold at \$101.07 per Sq Ft.

Comparable Sale 2	
Address	1301 S Federal Hwy, Dania Beach FL 33004
Sales Price	\$2,850,000
Sale Date	s 5/21
Verification	Document #117263391 / Listing
Building Size (Sq. Ft.)	Vacant at time of Marketing and Sale
Lot Size (Sq. Ft.)	42,416
Lot Size (Acres)	0.97
Price / Sq. Ft. of Land	\$67.19
Zoning	SFED-MU (South Federal Mixed Use) FAR 4.0
Folio #	51-42-03-24-0050
Grantor	DANIA SQUARE INVESTMENT GROUP LLC
Grantee	RADA LAND LLC



Comparable Sale 2 is located just south of the subject property and includes frontage to Federal Highway. The site is zoned SFED-MU (South Federal Mixed Use) which includes a FAR of 4.0.

The Comparable was Vacant at the time of Sale.

The transaction was a dated transaction closing in 5/2021.

The Property Sold at \$67.19 per Sq Ft.

Comparable Sale 3	
Address	1203 N Federal Hwy, Hollywood FL 33020
Sales Price	\$1,800,000
Sale Date	8/10/22
Verification	Document #118439528 /MLS#FX-10351735
Building Size (Sq. Ft.)	Vacant at time of Marketing and Sale
Lot Size (Sq. Ft.)	19,614
Lot Size (Acres)	0.45
Price / Sq. Ft. of Land	\$91.77
Zoning	FH-2 (Federal Highway Medium-High intensity Multi-Family) FAR 3.0
Folio #	51-42-10-05-0030
Grantor	HOLLYWOOD CITY
Grantee	FEDERAL SPA LLC



Comparable Sale 3 is located just south of the subject property and includes frontage to Federal Highway. The site is zoned FH-2 (Federal Highway Medium-High intensity multi-family) which includes a FAR of 3.0.

The Comparable vacant at the time of sale.

Per the listing agent the Property was purchased for site value with no approved plans in place for redevelopment.

The Property Sold at \$91.77 per Sq Ft.

Comparable Sale 4	
Address	603 N Federal Hwy, Hollywood FL 33020
Sales Price	\$2,000,000
Sale Date	s10/22
Verification	Document #118510608 /MLS#FX-10331163
Building Size (Sq. Ft.)	Vacant at time of Marketing and Sale
Lot Size (Sq. Ft.)	14,320
Lot Size (Acres)	0.33
Price / Sq. Ft. of Land	\$139.66
Zoning	FH-2 (Federal Highway Medium-High intensity Multi-Family) FAR 3.0
Folio #	51-42-15-02-0410
Grantor	WINTERROWD, MILLARD F
Grantee	PICA ENTERPRISE LLC



Comparable Sale 4 is located just south of the subject property and includes frontage to Federal Highway. The site is zoned FH-2 (Federal Highway Medium-High intensity multi-family) which includes a FAR of 3.0.

The Comparable was improved with an interim improvement at the time of sale.

Per the listing agent the Property was purchased for site value with no approved plans in place for redevelopment.

The Property Sold at \$139.66 per Sq Ft.

Comparable Sale 5	
Address	1840 Fletcher St, Hollywood FL 33020
Sales Price	\$2,250,000
Sale Date	s09/22
Verification	Document #118421069 /MLS#A11166306
Building Size (Sq. Ft.)	Improved with interim residential improvements
Lot Size (Sq. Ft.)	16,380
Lot Size (Acres)	0.38
Price / Sq. Ft. of Land	\$137.36
Zoning	PR(PEMBROKE ROAD MIXED-USE DISTRICT) FAR 3.0
Folio #	Multi Folio assemblage
Grantor	DJ FL CAPITAL GROUP LLC
Grantee	ALL STAR INTERNATIONAL INVESTMENTS LLC



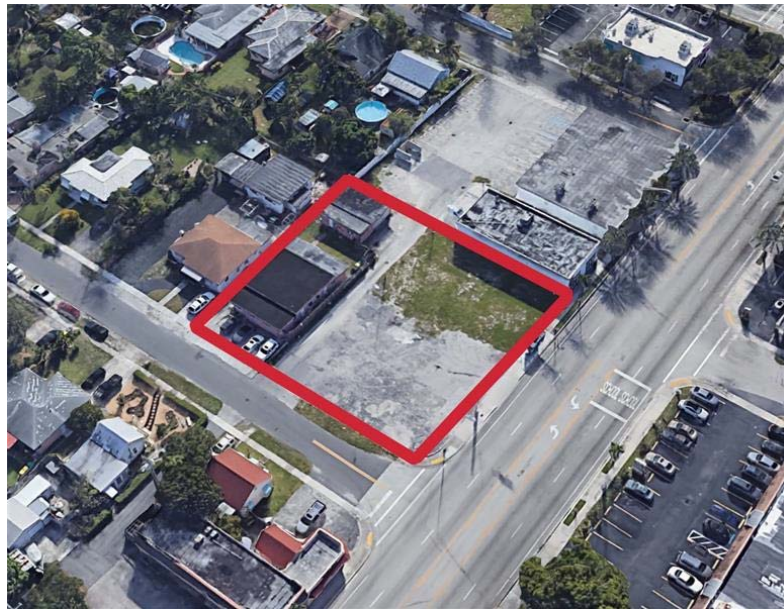
Comparable Sale 5 is located just south of the subject property Just West of Federal Highway. The site is zoned PR (PEMBROKE ROAD MIXED-USE DISTRICT) which includes a FAR of 3.0.

The Comparable was improved with interim improvements at the time of sale.

Per the listing agent the Property was purchased for site value. **There were approved plans in place for redevelopment.**

The Property Sold at \$137.36 per Sq Ft.

Comparable Listing 6	
Address	1409 S Federal Hwy, Dania Beach FL 33004
List Price	\$2,400,000
Listing Status / Days On Market	Active Listing 551 days on Market
Verification	MLS#A11196548, Listing agent
Building	includes an interim use 3-unit Improvement
Lot Size (Sq. Ft.)	19,974
Lot Size (Acres)	0.46
Price / Sq. Ft. of Land	\$120.16
Zoning	SFED-MU (South Federal Mixed Use) FAR 4.0
Folio #	Multi Folio Assemblage
Grantor	N/A
Grantee	N/A

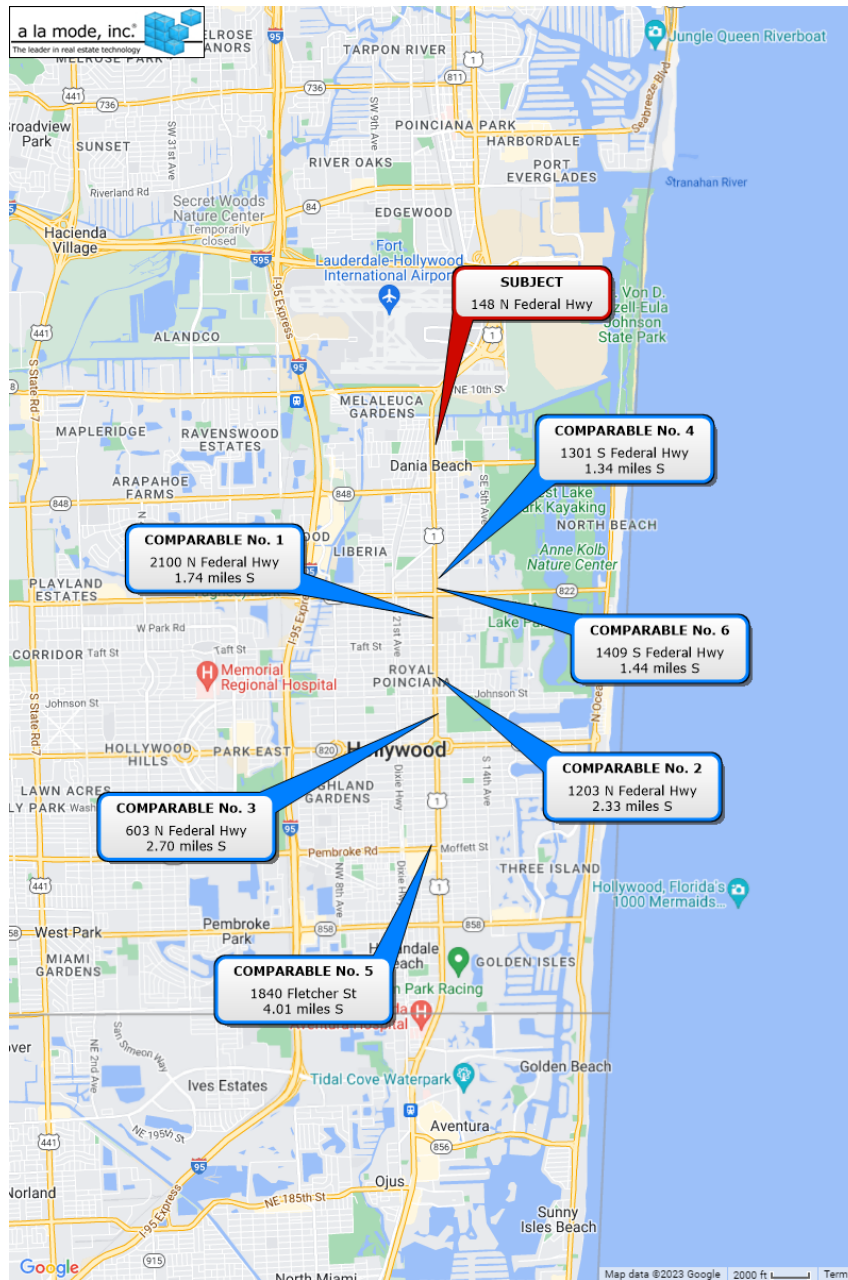


Comparable Listing 6 is located just south of the subject property and includes frontage to Federal Highway. The site is zoned SFED-MU (South Federal Mixed Use) which includes a FAR of 4.0.

The Comparable was an assemblage of Parcels and includes an interim improvement.

The subject is offered for sale at \$120.16 with no approved redevelopment plans in place.

Comparable Sales Map



Conclusion (Sales Comparison Approach):

QUALITATIVE METHOD

Relative Comparison Analysis: A qualitative technique for analyzing comparable sales; used to determine whether the characteristics of a comparable property are inferior, superior, or equal to those of the subject property. Relative comparison analysis is similar to paired data analysis, but quantitative adjustments are not derived.

QUANTITATIVE METHOD

Paired Data Analysis: A quantitative technique is normally used to identify and measure adjustments to the sale prices of comparable properties. To apply this technique, sales data on nearly identical properties are analyzed to isolate a single characteristic's effect on value.

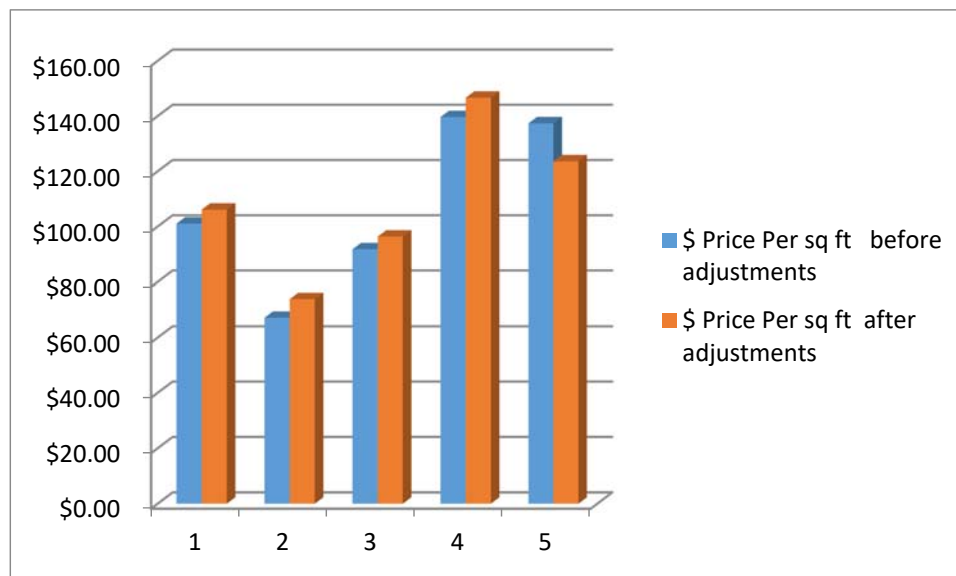
Both the Qualitative and Quantitative method were researched and applied in the appraisers' work file. However, due to the changing market conditions, and lack of volume in this commercial space, paired sales analysis and isolation of individual adjustments has become more complex and subjective than in of the time periods. In a distressed market the Quantitative method becomes less reliable there are numerous other factors that cannot be accounted for when extracting a direct adjustment. The Qualitative method was considered the best approach for analysis.

Sales Grid:

Date of Valuation:	10/2/2023						
	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6
Sales Price	N/A	\$6,500,000.00	\$2,850,000.00	\$1,800,000.00	\$2,000,000.00	\$2,250,000.00	\$2,400,000.00
Lot Size	0	64,312	42,416	19,614	14,320	16,380	19,974
Date of Sale	N/A	s02/23;c11/22	s 5/21	s10/22	s10/22	s09/22	Active Listing
Sale Price per sq ft	N/A	\$101.07	\$67.19	\$91.77	\$139.66	\$137.36	\$120.16
Financing Adjustment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adj. Sales Price/		\$101.07	\$67.19	\$91.77	\$139.66	\$137.36	\$120.16
Market conditions / time adjustment		0.00%	5.00%	0.00%	0.00%	0.00%	0.00%
		\$0.00	\$3.36	\$0.00	\$0.00	\$0.00	\$0.00
Zoning / Land use		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
		\$5.05	\$3.36	\$4.59	\$6.98	\$6.87	\$6.01
Location		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
features Plans		0.00%	0.00%	0.00%	0.00%	-15.00%	0.00%
		\$0.00	\$0.00	\$0.00	\$0.00	-\$20.60	\$0.00
site		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Price per		\$106.12	\$73.91	\$96.36	\$146.65	\$123.63	\$126.16

The Sale ranged from \$67.19 per sq ft to \$139.66 per sq ft. Before adjustments. And a range of \$73.91 to \$146.65 after adjustments.

Comparable Sale #	\$ Price Per sq ft before adjustments	\$ Price Per sq ft after adjustments
1	\$101.07	\$106.12
2	\$67.19	\$73.91
3	\$91.77	\$96.36
4	\$139.66	\$146.65
5	\$137.36	\$123.63
6 (Listing)	\$120.16	\$126.16



Weight is placed on Sale 1 as it is the most recent transaction. Both the unadjusted and adjusted Sales price per sq ft were given consideration.

Secondary Weighting is placed on Sales 2 and 3 due to the tighter value range with Sale 1. Sales 4 and 5 were considered supportive.

Listing Comparable 6 is not a closed sale and not a market transaction. Listings tend to bracket the upper end of a reasonable value estimate.

Weight is placed on the price per sq ft of land as this is what is most emphasized by buyers of similar properties which are purchased for redevelopment.

The reconciled price per unit is \$101 (emphasis on Sale 1) x 18,602 sq ft = **\$1,878,802**
Rounded to \$1,880,000 Per the Sales comparison approach to Value.

FINAL RECONCILIATION

Reconciliation is defined as “a step in the valuation process in which an appraiser considers alternate value indications and selects a final value estimate”. The process involves a review of approaches used, quantity and quality of data, and methods and techniques of analysis. A conclusion of value is reached based on the appraiser’s opinion of the reliability of each approach used.

The most applicable approach to value has been considered. The Market approach was utilized and the following values were indicated:

MARKET (Sales Comparison) APPROACH:	(\$1,880,000.00)
COST APPROACH:	Not considered as a guide to value.
INCOME APPROACH:	Not considered as a guide to value.

The approaches value the subject property as of October 27TH 2023. As discussed previously, the existing improvement is NOT considered to represent the highest and best use of the site as improved and the underlying land value was given most weight. The strengths, weaknesses and applicability of each approach are discussed below:

Fee Simple Market Value Approach:

The Market Value / Sales Comparison approach involves the research and analysis of sales of vacant properties or improved properties that sold for land value. These were located in the same competitive Federal Highway Corridor as the subject property and considered similar to the subject. The reliability of this approach is dependent on the quantity and quality of sales data. Five (5) sales and one listing comparable were used in this analysis. The sales were also checked and confirmed in Public Records. The quantity and quality of sales data was considered relatively good.

Overall, the sales comparison approach in this appraisal is considered very well supported provides the best indicator of value for the subject property.

Based on the previous analysis and placing weight on the Sales Comparison Approach to Value the estimated market value of the fee simple interest in the subject property as of the October 27th, 2023 (last date of inspection) is:

**One Million Eight Hundred Eighty
Thousand Dollars
(\$1,880,000.00)**

Conditions: This appraisal is subject to the General Assumptions, Extraordinary Assumptions, Limiting Conditions, and Certificate of Appraisal included herein.

Respectfully submitted,
ALL FLORIDA APPRAISAL GROUP

A handwritten signature in blue ink, appearing to read "Paul R. Cassidy", on a light yellow background.

Paul R. Cassidy Cert Gen RZ3176
State-Certified General Real Estate Appraiser

A handwritten signature in blue ink, appearing to read "Mario T Garcia", on a light yellow background.

Mario T Garcia Cert Res RD2528
State-Certified Residential Real Estate Appraiser

CERTIFICATE OF VALUE

The undersigned appraiser(s), in accordance with the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute, and with the Uniform Standards of Professional Appraisal Practice, certify to the following:

- * The statements of fact contained in this report are true and correct.
- * The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- * We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- * Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- * Our reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice and the Appraisal Institute.
- * We have made a personal inspection of the property that is the subject of this report.
- * No one provided significant real property appraisal assistance to the person(s) signing this report.
- * The appraiser has performed within the context of the competency provisions of the Uniform Standards of Professional Appraisal Practice and those of the Appraisal Institute, relating to review by the Real Estate Appraisal Subcommittees of the Florida Real Estate Commission and the Appraisal Institute. This report is made in compliance with the U.S.P.A.P. competency provision.
- * This report was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- * The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

CERTIFICATE OF VALUE (continued)

- * We currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions.
- * As of this date, Paul Cassidy (State Certified General REA # RZ3176) has Completed the continuing education program as required by the State of Florida.
- * This appraisal recognizes the following definition of value:

Market Value: as defined in Chapter 12, Code of Federal Regulation, Part 34.42 (f) is, "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what he considers his own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special financing or creative financing or sales concessions granted by anyone associated with the sale.

Respectfully submitted,

ALL FLORIDA APPRAISAL GROUP



Paul R. Cassidy Cert Gen RZ3176
State-Certified General Real Estate Appraiser

LIMITING CONDITIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information, however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within this report. The property is appraised as though under responsibly ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there are no encroachments or trespass unless noted within the report.
11. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.

LIMITING CONDITIONS (continued)

12. Possessions of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualifications and only in its entirety.
13. The distribution of the total value in this report between land and improvements applied only under the reported highest and best use of the property. The allocation of value for land and improvements must not be used in conjunction with any other appraisal and is invalid if so used.
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraisal, firm or professional organization of which the appraiser is a member, be identified without written consent of the appraiser.
15. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
16. Liability of All Florida Appraisal Group, Inc. and its employees, independent and subcontractors, is limited to the fee collected for preparation of the appraisal. There is no accountability, or liability, to any third party.
17. No environment or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any subsequent such study or analysis or previous study or analysis, subsequently becoming known to him/her.

LIMITING CONDITIONS (continued):

18. The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider the possible non-compliance with the requirements of ADA in estimating the value of the property.

ACCEPTANCE OF, AND/OR USE, OF THIS APPRAISAL REPORT CONSTITUTES
ACCEPTANCE OF THE PRECEEDING CONDITIONS.



Appraisal Report

148 North Federal Hwy.

Dania Beach, Florida 33004

Development Site

Bowery Report No. JOB-2300027364

REQUESTED BY

City Manager Ana M. Garcia, ICM-CM

City of Dania Beach

100 W. Dania Beach Boulevard

Dania Beach, Florida 33004

DATE OF VALUE

As Is Market Value: August 8, 2023

PREPARED BY



Harry C. Newstreet, MAI



1200 University Blvd., Suite 104, Jupiter, FL 33458
78 SW 7th Street, Suite 09-127, Miami, FL 33130
121 S. Orange Ave., Suite 1500, Orlando, FL 32801
100 South Ashley Dr., Suite 600, Tampa, FL 33602

August 9, 2023

City Manager Ana M. Garcia, ICM-CM
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Re: Appraisal File No. JOB-2300027364
Development Site
148 North Federal Hwy.
Dania Beach, Florida 33004

Dear Ms. Garcia,

In accordance with your request, we have completed an appraisal of 148 North Federal Hwy. in Dania Beach, Florida. The purpose of this appraisal is to provide the As Is Market Value of the fee simple interest as of August 8, 2023. To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP.

The subject is located on the southeast corner of N. Federal Highway and NE 2nd Street in the City of Dania Beach, Broward County, Florida. The property is approximately 0.43-acres or 18,602 square feet in size. The subject site is located within the CC, City Center District in the City of Dania Beach. The subject is currently improved with a 2,161 concrete structure which is in poor condition and does not contribute to the value of the site. As of the effective date of the appraisal the subject property does not have site plan approval.

As with any appraisal, the reader is reminded that the opinion of value is only valid as of the effective date. Our conclusions are predicated on the attitudes and expectations prevalent in the subject submarket and market on the date of value. Bowery Valuation continuously monitors the markets where we are active and appropriate steps have been taken to ensure our analysis is based on the most recent, relevant data available. Changes in market conditions, whether from Covid-19, the War in Ukraine, or any other unanticipated future event, could impact value.

Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformance with the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute, the Uniform Standard of Professional Appraisal Practice (USPAP), and applicable state appraisal regulations.

After carefully considering all available information and factors affecting value, our opinion is as follows:

Market Value Opinion

Value	Interest Appraised	Date of Value	Conclusion
Land Value As Is	Fee Simple Interest	August 8, 2023	\$1,860,000

Ms. Garcia
Page 2
August 9, 2023

The value conclusions are subject to the following **Extraordinary Assumptions**¹ that may affect the assignment results. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- We make the extraordinary assumption that the existing improvements could generate sufficient income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. Thus, no demolition deduction has been applied.

The value conclusions are based on the following Hypothetical Conditions² that may affect the assignment results.

- None.

The opinion of value expressed herein is subject to the certification, assumptions and limiting conditions, and all other information contained in the following written appraisal report.

Sincerely,



Harry C. Newstreet, MAI
Senior Vice President
State Certified General Real Estate Appraiser
RZ2278
harry.newstreet@boweryvaluation.com
(954) 461-4073

¹ The definition of Extraordinary Assumptions can be found in the Glossary of Terms, which is located in the Addenda.

² The definition of Hypothetical Conditions can be found in the Glossary of Terms, which is located in the Addenda.

Summary of Salient Facts & Conclusions

Property Identification



The subject is located on the southeast corner of N. Federal Highway and NE 2nd Street in the City of Dania Beach, Broward County, Florida. The property is approximately 0.43-acres or 18,602 square feet in size. The subject site is located within the CC, City Center District in the City of Dania Beach. The subject is currently improved with a 2,161 concrete structure which is in poor condition and does not contribute to the value of the site. As of the effective date of the appraisal the subject property does not have site plan approval.

Salient Facts

Parcel ID	504234011630; 504234011640	Zoning	CC, City Center District
Site Area (sq. ft./ acres)	18,602± / 0.43±	Flood Hazard Zone	Zone X
		Exposure Time	6-9 months
		Marketing Time	6-9 months
		Date of Inspection	August 8, 2023
		Date of Report	August 9, 2023

SWOT Analysis

Strengths

- The subject is partially improved and does not need significant site work to begin development.

Weaknesses

- The subject property is located north of the downtown core.

Opportunities

- The subject has medium density zoning that allows for mixed-use development with a maximum FAR of 8.00.

Threats

- The Federal Reserve Board met on July 26, 2023 and increased the benchmark rate by 25 basis points, bringing the federal funds rate to a range of 5.25% - 5.50%, a 22 year high. Although inflation has been trending down, it still remains above the Fed's target rate of 2%. The FOMC meets three more times in 2023 and has signaled that further tightening may be warranted. However, given the slowing inflation, market watchers have also speculated that rate hikes may come to an end prior to the end of the year.

Conclusions

Market Value Opinions

Approach	Value	Interest Appraised	Date of Value	Conclusion
Cost Approach	N/A	N/A	N/A	Not Applied
Income Approach	N/A	N/A	N/A	Not Applied
Sales Approach	Land Value	Fee Simple Interest	August 8, 2023	\$1,860,000

Final Value Conclusion

Value	Interest Appraised	Date of Value	Conclusion
Land Value As Is	Fee Simple Interest	August 8, 2023	\$1,860,000

The value conclusions are subject to the following **Extraordinary Assumptions**³ that may affect the assignment results. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- We make the extraordinary assumption that the existing improvements could generate sufficient income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. Thus, no demolition deduction has been applied.

The value conclusions are based on the following Hypothetical Conditions⁴ that may affect the assignment results.

- None.

The opinion of value expressed herein is subject to the certification, assumptions and limiting conditions, and all other information contained in the following written appraisal report.

³ The definition of Extraordinary Assumptions can be found in the Glossary of Terms, which is located in the Addenda.

⁴ The definition of Hypothetical Conditions can be found in the Glossary of Terms, which is located in the Addenda.

Table of Contents

Introduction.....	6
Purpose & Date of Value Opinion	6
Identification of the Client.....	6
Intended Use and User.....	6
Property Rights Appraised.....	6
Property History	6
Exposure Time	6
Definition of Market Value	6
Scope of the Appraisal	7
General Assumptions	7
Data Sources	7
Neighborhood & Demographic Overview	9
Zoning Summary	14
Appraiser's Conclusion on Conformity.....	15
Assessed Values & Real Estate Taxes	16
Current Taxation & Assessment Description.....	16
Site Description	18
Hollywood/Dania Beach: Multifamily Submarket Analysis	20
Highest & Best Use	25
As Vacant.....	25
As Improved.....	25
Appraisal Valuation Process	27
Land Value	28
Comparable Sales	28
Reconciliation & Final Value Opinion	36
Certification.....	37
Addenda	39
Contingent & Limiting Conditions	39
Glossary of Terms.....	42
Subject Property Photos.....	45
Fort Lauderdale: Multifamily Market Analysis	47
Broward County Area Analysis	53

Introduction

Purpose & Date of Value Opinion

The purpose of the appraisal is provide an opinion of the as is market value of the fee simple interest of the subject property as of August 8, 2023.

Identification of the Client

The City of Dania Beach has engaged us and is our client for this assignment.

Intended Use and User

The Intended Use of this report is for internal purposes. The intended user of the report is the City of Dania Beach and its representatives.

Property Rights Appraised

The subject is appraised on the basis of Fee Simple Interest.

Property History

The current owner of the parcel according to public record is Rodney B. Harrison.

The property has not traded in the past three years.

The property has been vacant for 2+ years.

We note the subject property is listed for \$1,900,000 or \$102 per square foot. The property received multiple LOL's, based on conversations with the listing broker Patricia Hart.

We are not aware of any other bids or offers for the subject property.

Exposure Time⁵

It is our opinion that a normal exposure time for the subject property is between six and nine months. This conclusion is predicated on interviews with brokers and other real estate industry sources and on information obtained in the verification process. The value reported herein presumes such an exposure time.

Marketing Time⁵

It is our opinion that a normal marketing time for the subject property is between six months and nine months. This conclusion considers the property's relative market position, as well as our market value conclusion. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing time for the subject is likely to be the same as the exposure time.

Definition of Market Value

According to Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472, the following definition is used by agencies that regulate federally insured financial institutions in the United States:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

⁵ The definition of Exposure Time and Marketing Time can be found in the Glossary of Terms, which is located in the Addenda.

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Scope of the Appraisal

Within the course of this assignment, we have:

- Inspected the site.
- Researched and investigated the location in terms of its economic activity, development patterns, and future trends and related their impact on the market.
- Researched the subject's zoning, specifically as it pertains to its location within a redevelopment zone.
- Determined the Highest and Best Use of the subject property based on an analysis of all relevant factors.
- Researched and analyzed sales of competitive assets and applied the techniques of the sales comparison approach in advancing opinions of value.
- Researched and analyzed sales of competitive land development sites
- Reconciled in order to estimate the final value estimate of the subject property based on the purpose of this appraisal.
- Advanced an opinion of the market value of the identified interest.

The scope of work is deemed sufficient to produce credible results

General Assumptions

This opinion of value reported herein assumes that the data provided are the most recent and accurate.

We note that our appraisers are not experts in the following domains:

- **Technical Environmental Inspections:** No recent Environmental Site Assessment report was provided in conjunction with this appraisal. We recommend the services of a professional engineer for this purpose. If a report is commissioned and there are any environmental issues uncovered, they could affect our opinion of value reported.
- **Zoning Ordinances:** We recommend an appropriately qualified land use attorney be consulted if a definitive determination of compliance is required.
- **Building Inspections:** We recommend a building engineer or professional property inspector for the inspection. Any immediate expenditures that a trained professional may determine are needed, could affect our opinion of value reported.
- **Easements, Encroachments, and Restrictions:** We did not do a title search and have assumed the title is free and clear. This appraisal also assumes any easements, encroachments and restrictions on the property are typical and will not have an adverse impact on value.

Data Sources

The data contained within this appraisal was compiled from market analysis utilizing the following sources (unless otherwise noted): the county property appraiser, Environics Analytics, CoStar, Federal Reserve, and FEMA. When possible, we have confirmed the reported data with parties to the transactions or those who are intimately familiar with their critical details.

Sources of Data

Site Data

Source/Verification:

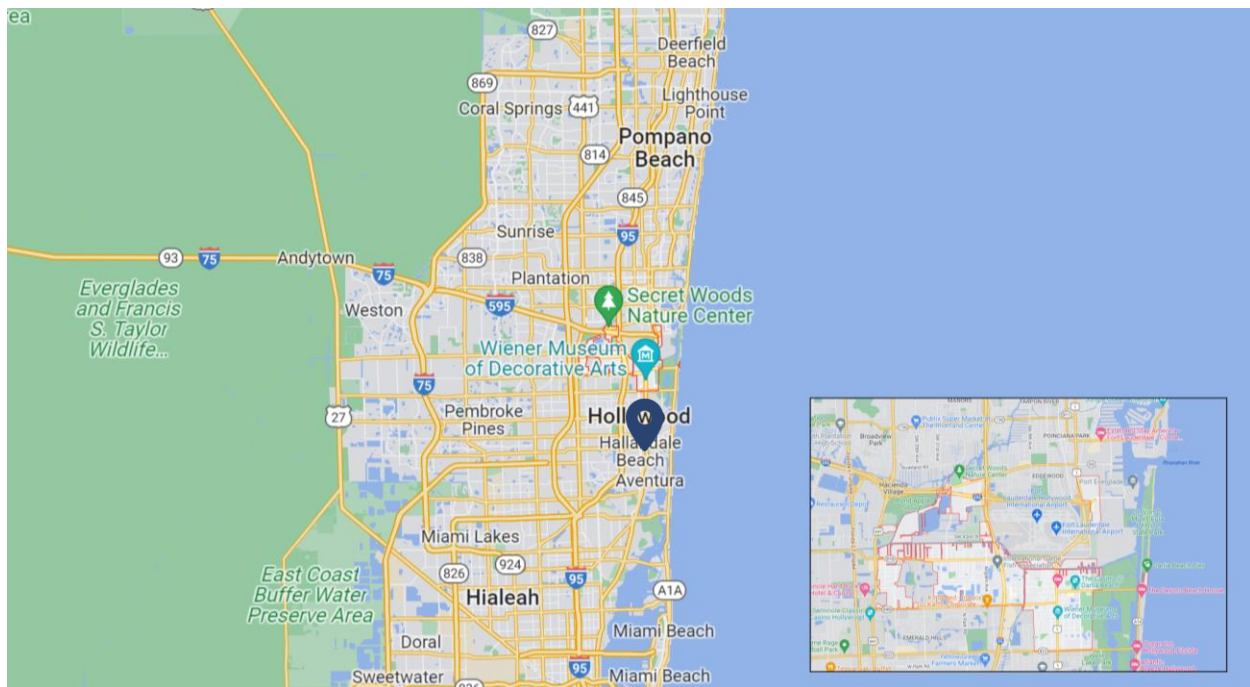
Site Size

Public Record

Comparable Sales

Public Record; Primary Source

Neighborhood & Demographic Overview



Source: Google Maps

Dania Beach at a Glance

Dania Beach, FL, is a city located in Broward County, Florida, situated along the southeastern coast of the state. It is part of the Miami metropolitan area. Dania Beach has a mix of urban and suburban characteristics. It offers a diverse range of residential properties, including single-family homes, apartments, and townhouses. The city also has a variety of commercial properties, including retail spaces and office buildings. Dania Beach is located near several large cities, including Fort Lauderdale, Hollywood, and Miami, providing access to a wide range of amenities and job opportunities. The local economy is supported by various industries, including tourism, retail, and services. The city's larger employers include businesses in the hospitality and entertainment sectors. The housing stock in Dania Beach caters to both residents and visitors, with options for rentals and homeownership. Prices can vary depending on the proximity to the beach and other amenities. There are numerous retailers and businesses in Dania Beach, ranging from local shops and restaurants to national chains. Some of the largest retailers in the area include grocery stores, shopping centers, and restaurants. The city offers various recreational activities, including parks, beaches, and cultural attractions. Residents and visitors can enjoy outdoor activities and entertainment options. Dania Beach is well-connected by major corridors, including Interstate 95, which provides easy access to nearby cities and other parts of Florida. Public transit options, such as buses, are available for local and regional transportation. The nearest major airport is Fort Lauderdale-Hollywood International Airport, located nearby, offering convenient air travel options for residents and tourists.

Population and Households

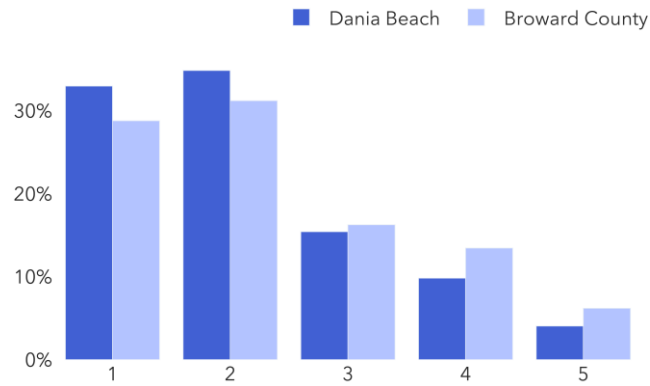
The following demographic profile, created with data from the U.S. Census Bureau, reflects the subject's municipality and market. As of the 2010 Census, Dania Beach had a population of 29,639 people and 12,877 households. Preliminary 2020 Census data shows its population has grown by 0.7% per year to 31,723 residents.

Population and Household Growth

	Area	2010 Census	2020 Census	Annual % Change
Population	Dania Beach	29,639	31,723	0.7%
	Broward County	1,748,066	1,944,375	1.1%
Households	Dania Beach	12,877	13,422	0.4%
	Broward County	686,047	756,657	1.0%

Households in Dania Beach tend to be smaller than those in Broward County. Households in Dania Beach have an average size of 2.28 people, compared to 2.52 people in Broward County. 2 person households account for the largest share in both Dania Beach and Broward County.

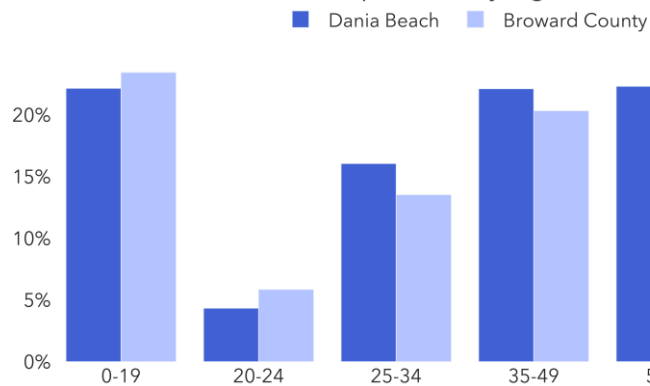
Households by Household Size



Source: U.S. Census Bureau

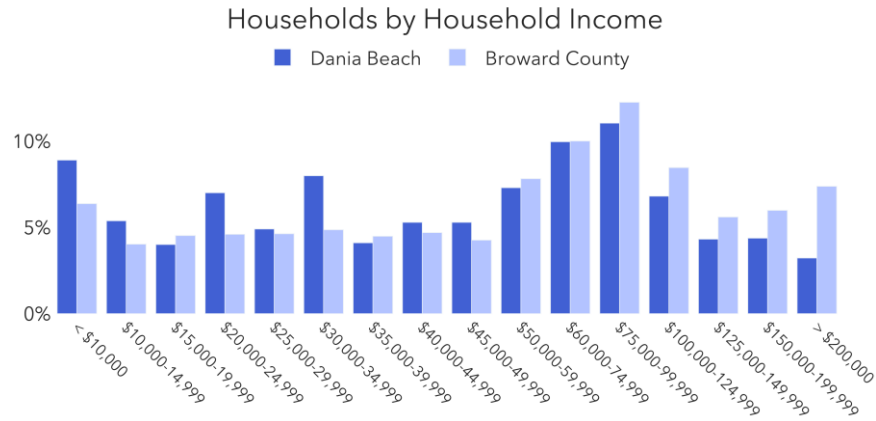
The median age of Dania Beach residents is younger than in Broward County. Residents of Dania Beach have a median age of 40.1, compared to 40.4 in Broward County. In Dania Beach, those between 50 and 66 years account for the largest cohort, compared to Broward County where children & teens accounts for the largest cohort.

Population by Age



Source: U.S. Census Bureau

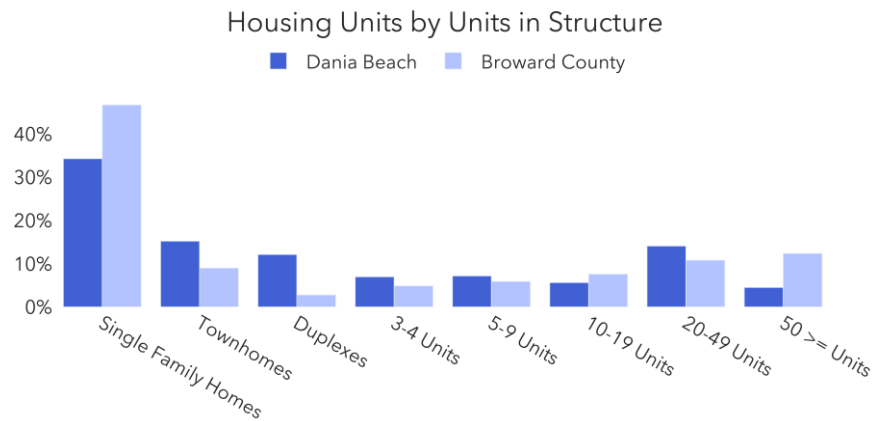
Households in Dania Beach have a lower median income than those in Broward County. Households in Dania Beach have a median income of \$47,135, compared to \$59,547 for households in Broward County. The chart below indicates the share of households by income brackets. In both Dania Beach and Broward County, the largest share of households has a household income of between \$75k-99,999.



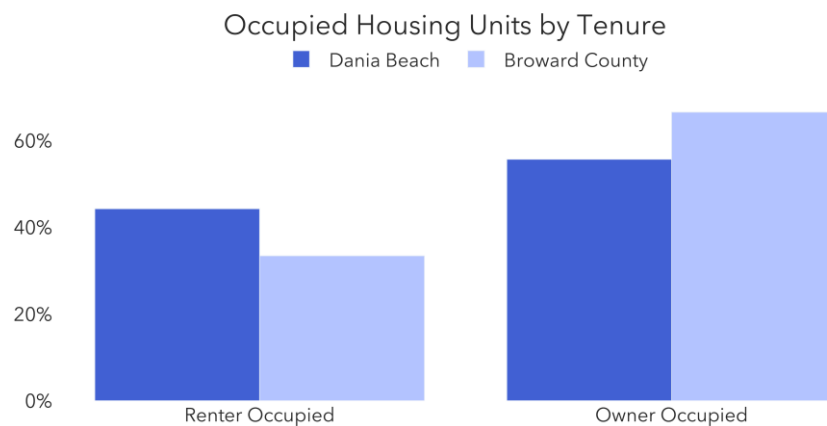
Source: U.S. Census Bureau

Housing

Single-family homes, followed by townhomes then 20-49-unit properties account for the most common forms of housing in Dania Beach. 56% of the housing units in Dania Beach are occupied by their owner. This percentage of owner-occupation is lower than the Broward County level of 67%.

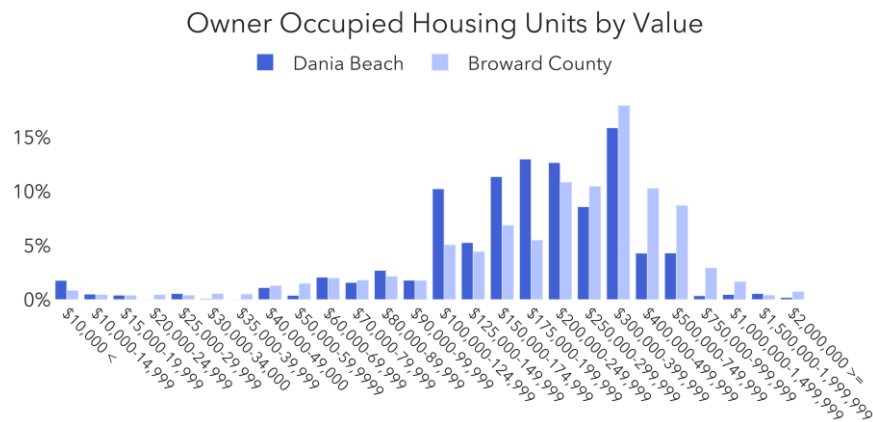


Source: U.S. Census Bureau



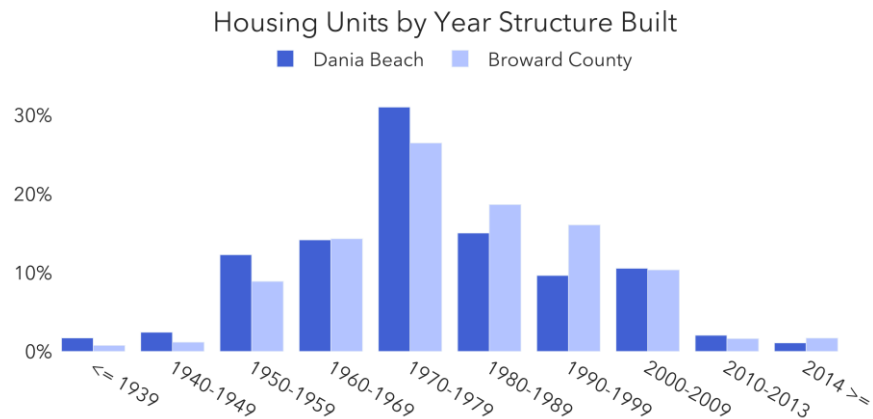
Source: U.S. Census Bureau

Homes in Dania Beach have a median value of \$194,700, compared to \$265,000 for Broward County. In Dania Beach, the largest share of homes have a value between \$300k - \$399k, compared to between \$300k - \$399k for Broward County.



Source: U.S. Census Bureau

Homes in Dania Beach have a median year built of 1976, compared to 1979 for Broward County. In Dania Beach, the largest share of homes were built between 1970-1979, compared to between 1970-1979 for Broward County.

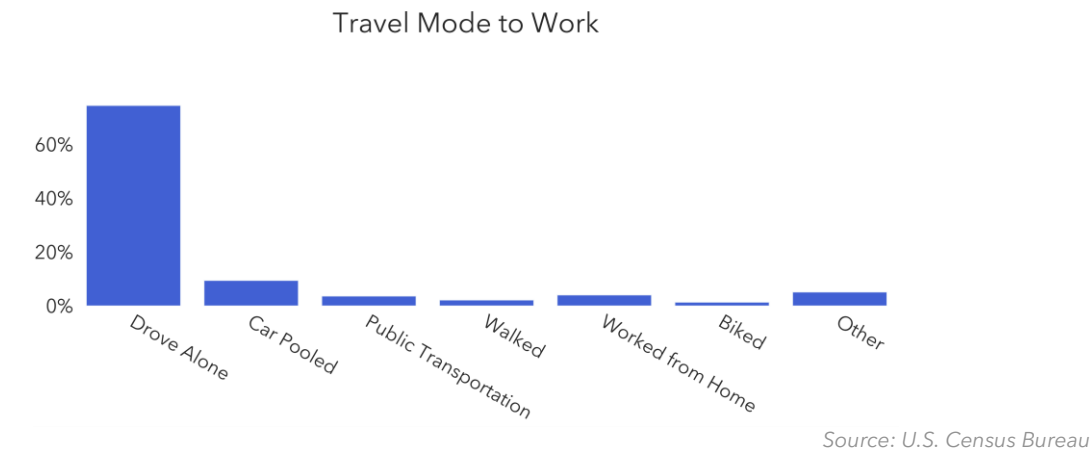
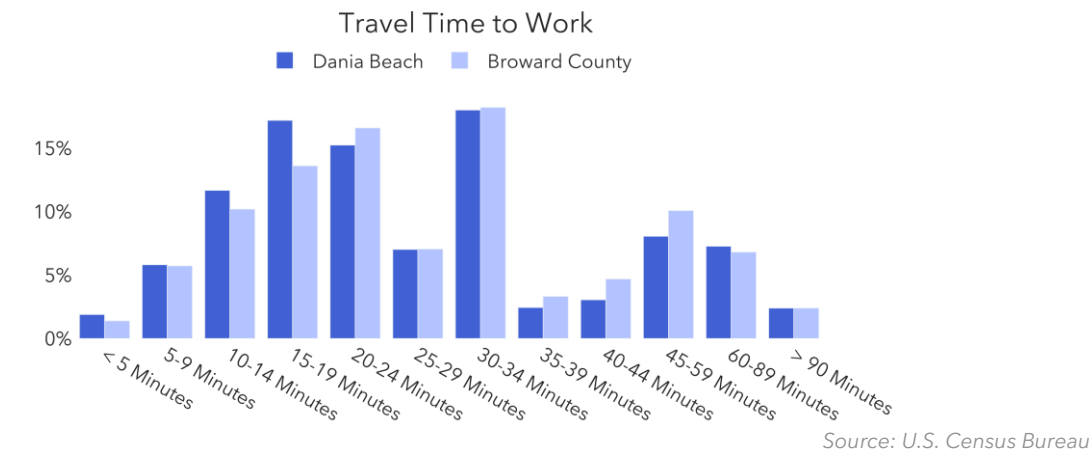


Source: U.S. Census Bureau

Transportation

In Dania Beach, the majority of residents drive alone with 74% choosing to do so. The second most popular method is carpooling with 9%.

Commuters in Dania Beach have a median commute time of about 22 minutes. In Dania Beach, the largest share of commuters have a commute between 30-34 minutes, compared to 30-34 minutes for Broward County.



Transportation Methods

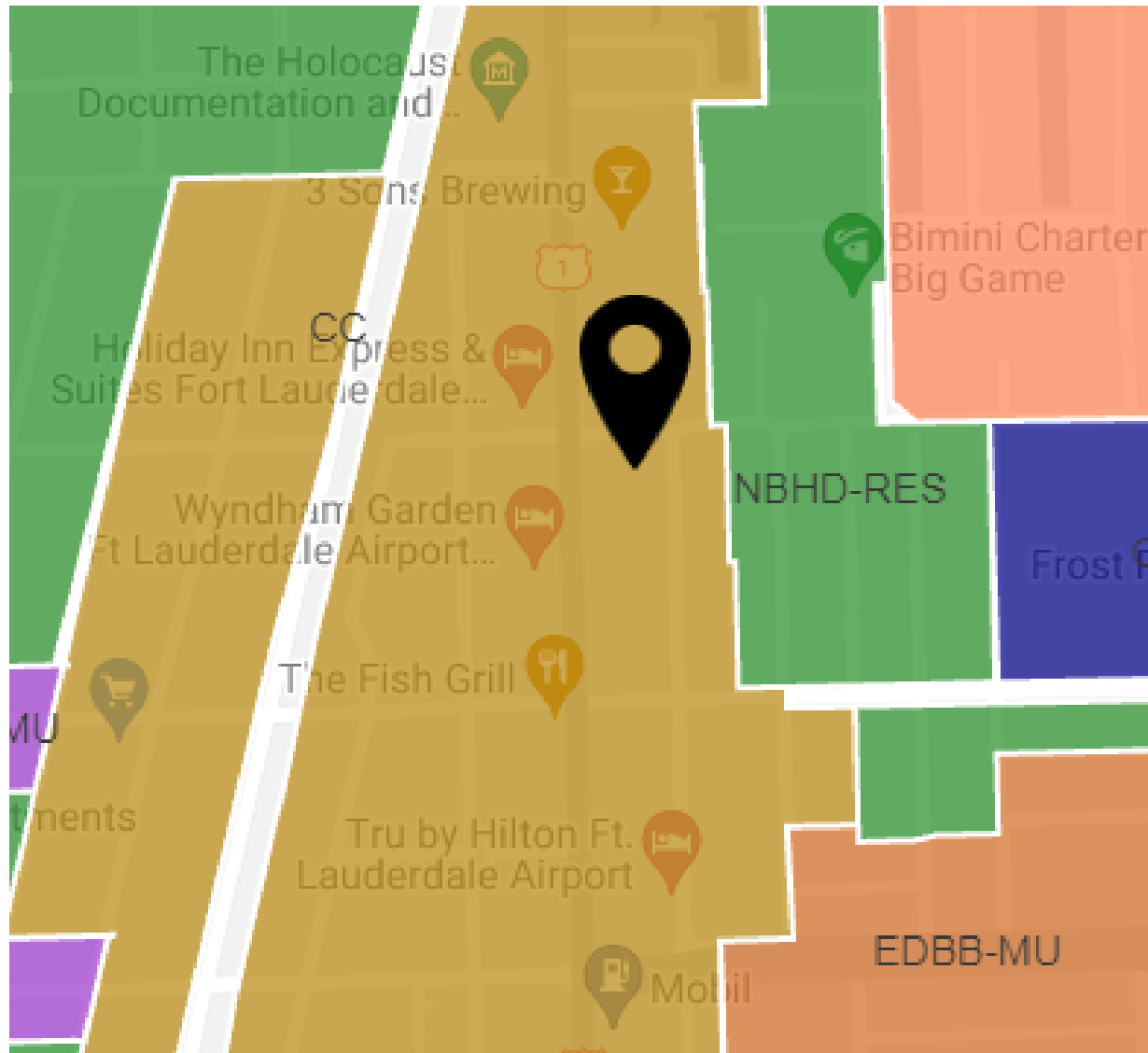
-  Dania Beach is located along Interstate 95, which cuts north and south through the city. Other corridors include County Route 818, 848, 822, and U.S. Route 1 and 441.
-  Dania Beach is served by the Fort Lauderdale Airport station on the Tri-Rail.
-  It is also served by several Broward County Transit buses that operated throughout the County.
-  Fort Lauderdale-Hollywood International Airport borders to the north.

Conclusion

Located north of Hollywood’s beaches and south across the Stranahan River from the well-populated beaches of Fort Lauderdale, Dania Beach shares the same views of the surf, but in relative solitude. The area has experienced strong population and household growth over the last ten years, trends that are expected to continue.

Zoning Summary

The subject site is located within the CC, Core Commercial district in the City of Dania Beach. The purpose is to establish a mixed-use downtown with transit-supportive density and intensity where citizens can work, live, and shop in a place that is the economic, governmental, entertainment and cultural focal point of Dania Beach. This district is designed to encourage accessible, active, pedestrian-oriented areas within walking distance of a prospective transit station on the FEC railway.



Property Jurisdiction

Existing Zoning Classification	CC, City Center District
Authority	City of Dania Beach
Special permitting or condition(s): (i.e., site plan approval, PUD, or other variance)	None Noted

	Allowed
Uses	mixed-use, commercial mixed-use, general commercial, office, medical office, and municipal
Min. Pervious Lanscaped Lot Area	10% (may be reduced to 0 with incentive bonuses)
Maximum Density	50 Du/Ac
Maximum FAR	8
Minimum Retail Space	1,000
	100 feet (Depth)
Maximum Height	6-stories
Front Setback	10 feet
Corner Setback	0-5 feet
Rear Setback	None
Side Setback	None

Appraiser's Conclusion on Conformity

The subject property is improved with a small CBS structure, which does not contribute to the value of the site. We note that no proposed site plan has been approved, as of the effective date of the appraisal. Based upon the allowable density, a maximum of 21 residential units would be allowed on the property.

Assessed Values & Real Estate Taxes



148 North Federal Hwy. is designated by the Broward County Property Appraiser as parcel ID's: 504234011630; 504234011640.

In the State of Florida, all real property is subject to reassessment every year, with January 1 establishing the statutory date for reassessment. By statute, real property is to be assessed at "just value", which is market value; although, for mass appraisal practices this is market value less personal property and transaction costs.

Commercial properties (and all non-homesteaded properties) are subject to a 10% cap, which limits the increase of a real property assessment at 10% each year. This applies to all taxing authorities except the school board, which is based on just value (market value), not the capped assessed value. A prospective buyer should consider that taxes will reset to market value and the cap will reset when the property sells or when renovations performed result in a greater than 25% increase in property value.

In Florida, the sale of a property does not automatically trigger a reassessment; however, any sale of a property at a price well above or below the prior assessed value has a high probability of reassessment during the next tax year.

The preliminary assessed values are not made public until sometime between August and September of the tax year. Millage rates are not finalized until October. Taxes are not due until the end of March of the next calendar year.

The maximum discount of 4.0 percent for early payment is available in November of the tax year, and months thereafter are eligible for discounts on a sliding scale (December at 3%, January at 2% and February at 1%).

A prudent investor will take advantage of the full 4% discount, which we factored it into our analysis.

Current Taxation & Assessment Description

While commercial real estate is assessed at market value, the mass appraisal process allows assessors to deduct for selling costs and items not associated with the sale of the real estate. As such, we often see assessments fall between 70% and 90% of market value. We project real estate taxes based on the contract price, an 85% assessment ratio the current millage & direct assessments, and the 4% discount for early payment.

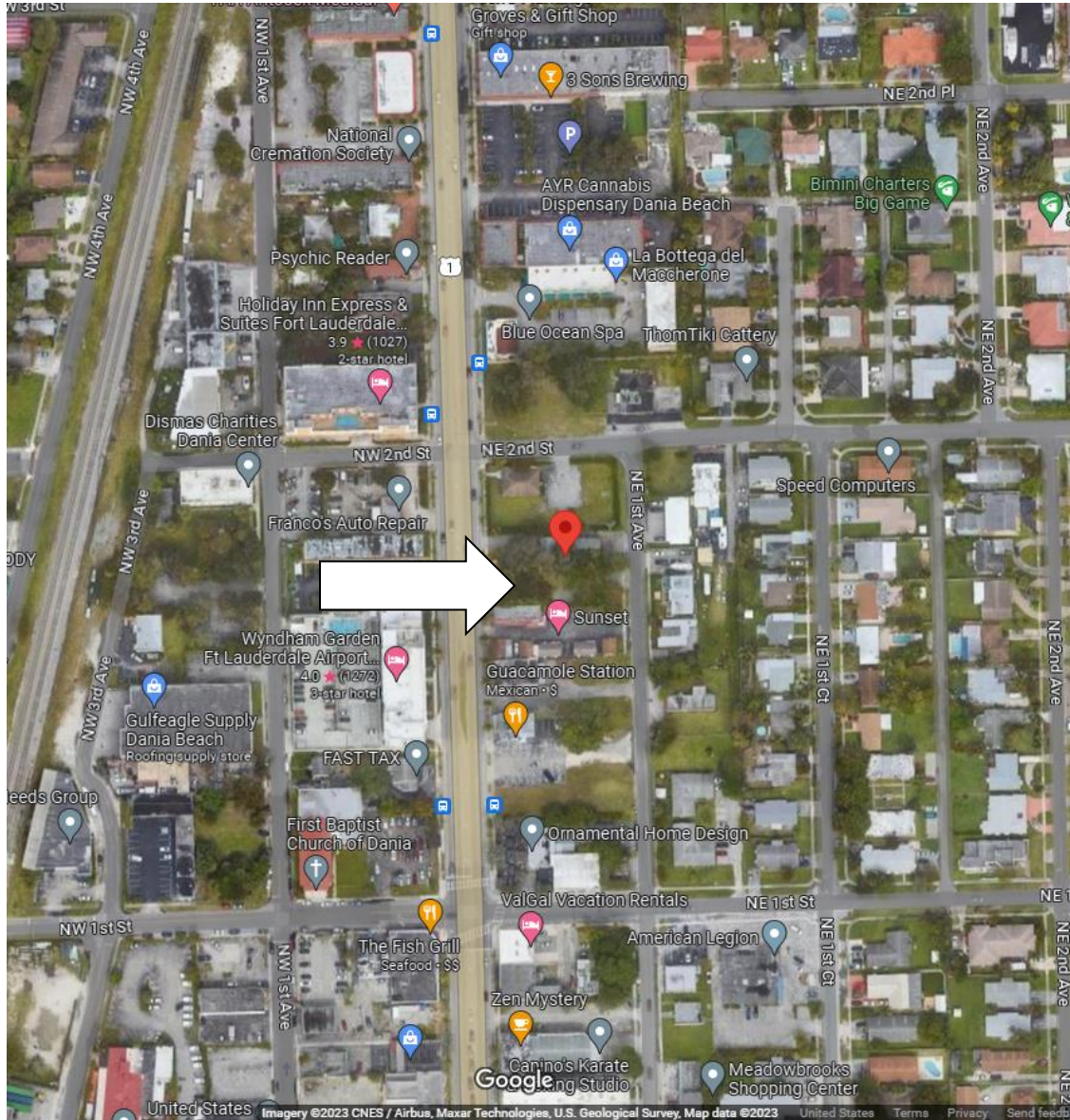
The subject's tax assessment history and projected real estate taxes are presented in the tables below:

	2023		2022		2021		
	Assessed Value	Assessed Value	Ad-Valorem	Non-Ad Valorem	Assessed Value	Ad-Valorem	non-ad
504234011630	\$357,450	\$324,960	\$6,094	\$1,503	\$324,960	\$6,223	\$1,304
504234011640	\$173,420	\$173,420	\$3,252	\$38	\$173,420	\$3,321	\$38
Total	\$530,870	\$498,380	\$9,346	\$1,541	\$498,380	\$9,543	\$1,342

Subject Assessment & Taxes			
Tax Parcel #	504234011630; 504234011640		
Site Area (SF)	18,602		
Tax Year	2023 (Prelim.)	2022	2021
Assessor's Value	\$530,870	\$498,380	498,380
Millages (Effec., per \$1,000)		18.7532	19.1485
Ad Valorem Taxes		\$9,346	\$9,543
Non-Ad Valorem Taxes		\$1,541	\$1,342
Total Taxes		\$10,887	\$10,885
Assessment per SF		\$26.79	\$26.79
Ad Valorem Taxes per SF		\$0.50	\$0.51

Projected Assessment & Taxes	
Site Area (SF)	18,602
Projected Assessment	\$1,581,000
Est. Millages (Effec., per \$1,000)	18.7532
Est. Ad Valorem Taxes	\$29,649
Non-Ad Valorem Taxes	\$1,541
Total Taxes	\$31,190
	4.0%
Less Discount for Early Pmt.	<u>-\$1,248</u>
Estimated Taxes	\$29,942
(rounded)	\$30,000

Site Description



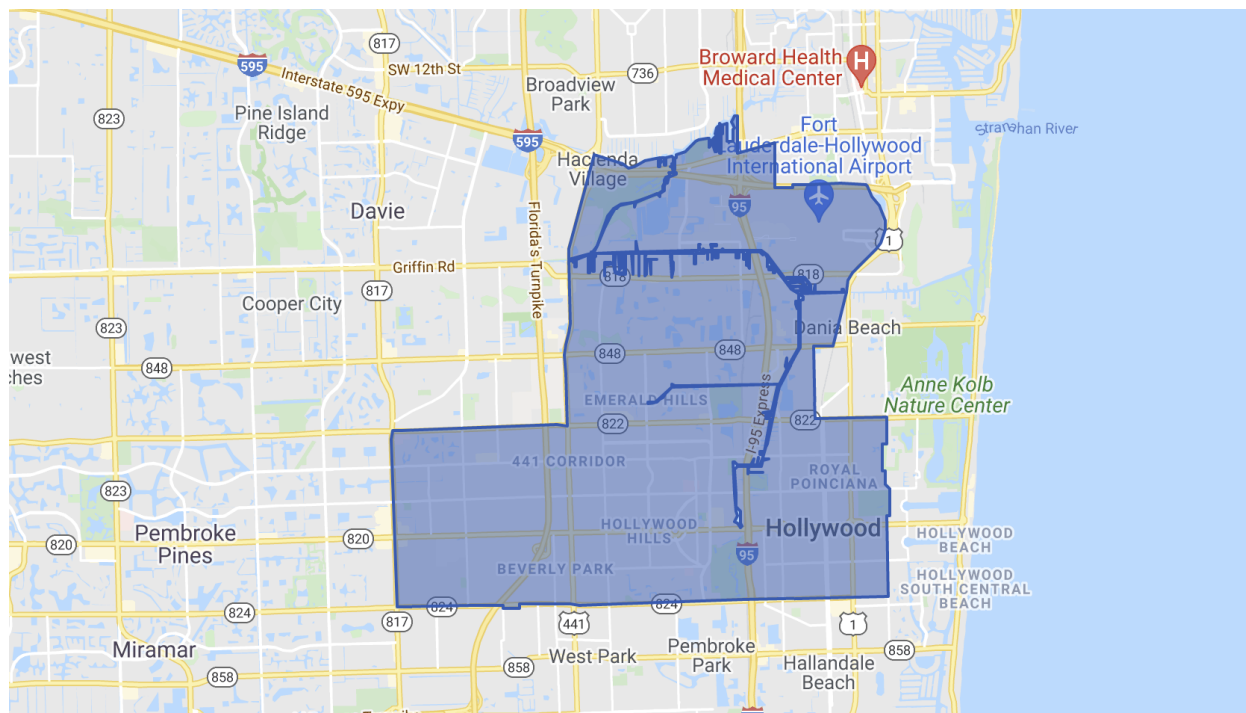
Location	148 North Federal Hwy. is located on the southeast corner of N. Federal Highway and NE 2nd Street in the City of Dania Beach, Broward County, Florida.
Surrounding Land Uses	Surrounding land uses include commercial uses north and south along N. Federal Highway and residential uses to adjacent to the subject on the east side.
Easements, Encroachments, and Restrictions	Our valuation assumes typical easements exist on the property and none that would have an adverse impact on value. This appraisal further assumes the subject has clear and marketable title.
Site Area	0.43± acres / 18,602± square feet
Shape	Rectangular
Frontage	N. Federal Highway (100.0 feet) and NE 1st Avenue (100.0 feet)
Topography	The site is level and at street grade.

Drainage	Assumed adequate
Access	The subject is accessed from N. Federal Highway, NE 1st Avenue, and .
Paving	All roads are paved with asphalt and are in average condition.
Street Drainage	Street drainage is collected by gravity into the local sewer storm system mains.
Street Lighting	Adequate
Utilities & Services	Water/Sewer- Municipal Police & Fire Protection - Municipal Electric - FP&L
Hazardous Substances	We observed no evidence of toxic or hazardous substances that require remediation during our inspection of the site.
Flood Hazard Status⁶	Located in "Zone X" on the National Flood Insurance Program Rate Map dated August 18, 2014 Community Panel 12011C0567H. Flood Zone X are areas determined to be outside 500-year floodplain determined to be outside the 1% and 0.2% annual chance floodplains.
Inspection	We did not observe any hazardous substances on the improvements or adverse environmental or physical conditions. The scope of the property inspection was sufficient to form informed opinions regarding the marketability of the subject property.
Conclusion	The site is like others in the vicinity, and there are no negative external factors. Based on its current use, it is adequate.

⁶ The flood map can be found in the Map Gallery, which is located in the Addenda.

Hollywood/Dania Beach: Multifamily Submarket Analysis

The information contained in this report was provided using 2023 Q2 CoStar data for the Hollywood/Dania Beach Multifamily Submarket ("Submarket") located in the Fort Lauderdale Market ("Market").



Overview

The subject property is in the Hollywood/Dania Beach Submarket of the Fort Lauderdale Market, defined in the map above. This Submarket accounts for 10.6% of the Markets total inventory with 14.2k units. Multifamily fundamentals have reverted back to the historical norm over the first half of 2023. Economic uncertainty and elevated pipelines have coincided with seasonal demand trends over the first half of 2023, putting upward pressure on vacancies, with rent growth normalizing across most markets across the Nation. With softening fundamentals occurring alongside the elevated cost of debt, investors have tightened their lending standards, slowing transaction activity, putting upward pressure on cap rates, and driving down values. In the Hollywood/Dania Beach Submarket, demand remains strong and vacancy rates continue to compress, with rents up 1.6% in the latest quarter and 2.6% over the past year. Despite positive fundamentals, values decreased -6.7% over the past year after negative growth in the latest quarter, ultimately decreasing to \$302,940/unit.

Sector Fundamentals

	Hollywood/Dania Beach	YoY	QoQ	Fort Lauderdale	YoY	QoQ
Market Rent/Unit	\$1,922	2.6%	1.6%	\$2,241	0.8%	-0.1%
Vacancy Rate	4.81%	-29 bps	-85 bps	5.92%	123 bps	33 bps
Net Absorption Units	120	-44.4%	-31.0%	563	1708.6%	4.5%
Asset Value/Unit	\$302,940	-6.7%	-0.6%	\$321,319	-8.5%	-1.8%
Market Cap Rate	5.16%	38 bps	6 bps	4.96%	44 bps	7 bps
Transaction Count	4	-81%	-50%	37	-56%	-5%
Sales Volume	\$5,950,000	-90%	-40%	\$352,963,104	-60%	99%

The table below presents historical performance of key indicators for multifamily space in the Submarket including inventory & construction levels, net absorption, vacancy & availability, rental rates, pricing, and cap rates.

Historical Multifamily Performance: Hollywood/Dania Beach Submarket

Period	Inventory Units	Under Construction Units	Net Delivered Units 12 Mo	Absorption Units 12 Mo	Vacancy Rate	Market Effective Rent/Unit	Asset Value/Unit	Market Cap Rate
2023 Q2	14,201	2,304	441	459	4.8%	\$1,922	\$302,940	5.16%
2023 Q1	14,201	2,088	638	555	5.7%	\$1,892	\$304,720	5.10%
2022	14,061	2,228	771	348	6.0%	\$1,881	\$308,021	5.02%
2021	13,290	1,847	0	532	3.1%	\$1,782	\$325,587	4.72%
2020	13,290	650	631	315	7.1%	\$1,540	\$262,711	5.32%
2019	12,659	828	6	144	5.0%	\$1,523	\$257,357	5.66%
2018	12,653	637	592	449	6.1%	\$1,481	\$243,681	5.79%
2017	12,061	598	-14	58	5.2%	\$1,452	\$235,681	5.91%
2016	12,075	386	326	75	5.8%	\$1,402	\$223,254	6.01%
2015	11,749	722	0	28	3.8%	\$1,377	\$221,359	6.00%
2014	11,749	0	0	68	4.0%	\$1,298	\$202,893	6.22%
2013	11,749	0	-10	-7	4.6%	\$1,259	\$184,341	6.54%

Supply & Demand

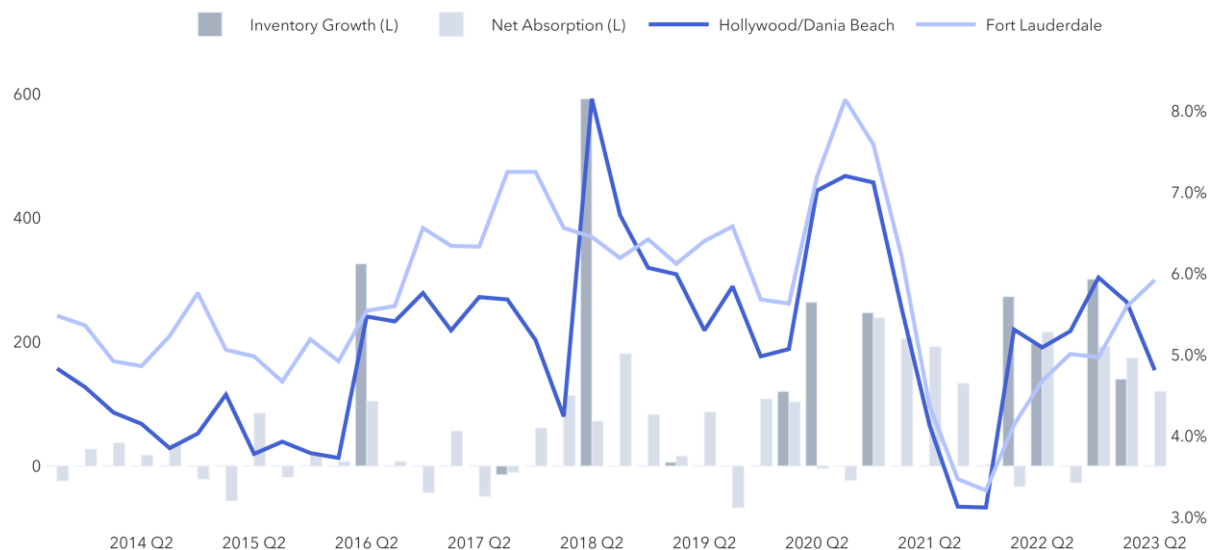
The Submarket has 14.2k units of multifamily space, and developers have added, net of demolitions, 2.5k units over the past ten years, increasing inventory by 20.9% during that time. Despite an increase in supply over the past ten years, absorption levels have outpaced it and vacancy rates are lower than they were a decade ago, compressing from 4.8% to 4.8%.

Despite an increase in inventory levels over the past year, demand has outpaced it and vacancy rates have compressed 29 bps over the past year from 5.1% to 4.8% remaining below the 10-year average of 5.1%, and below the Market average by 111 bps. With 120 units absorbed in 2023 Q2, vacancy rates have compressed 85 bps over the past quarter. In the 2nd quarter, multifamily tenants in the Submarket absorbed 120 units, a decrease from the 174 units absorbed in 2023 Q1, and also down from the 216 units absorbed in the same quarter last year.

Vacancy Rates

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	6.2%	6.3%	6.2%	6.5%	6.7%	6.5%	6.5%	6.7%	4.9%	6.4%	6.7%	6.8%
Market	5.4%	5.8%	5.2%	6.6%	7.2%	6.4%	5.7%	7.6%	3.3%	5.0%	5.6%	5.9%
Submarket	4.6%	4.0%	3.8%	5.8%	5.2%	6.1%	5.0%	7.1%	3.1%	6.0%	5.7%	4.8%
Class A	10.5%	7.6%	5.7%	28.6%	8.8%	14.5%	6.2%	22.6%	3.1%	13.1%	7.4%	5.9%
Class B	4.1%	3.5%	4.3%	4.5%	4.3%	6.8%	4.7%	5.4%	3.0%	5.5%	8.3%	5.5%
Class C	4.4%	4.0%	3.5%	4.1%	5.1%	4.7%	4.9%	4.7%	3.2%	4.2%	4.2%	4.2%

Absorption & Vacancy Rates



Rents

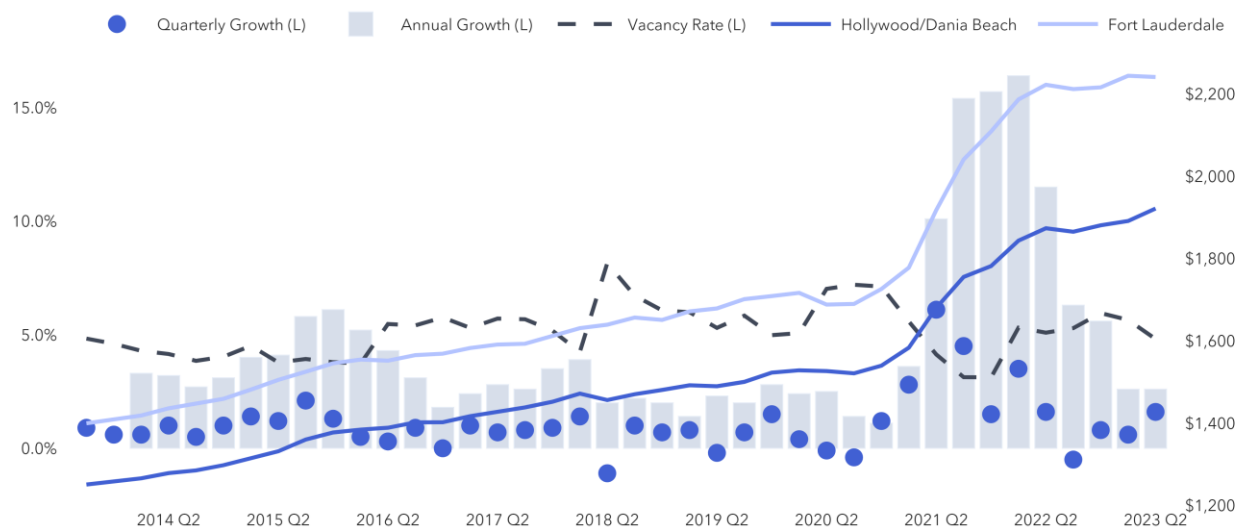
At \$1,922/unit, rents in the Hollywood/Dania Beach Submarket are roughly 14% lower than the Market average of \$2,241/unit. Rents vary throughout the Submarket. Class A apartment units are a premium with an average effective rent rate of \$2,747/unit, followed by \$2,245/unit for Class B and \$1,240/unit for Class C units. Rents in the Submarket have increased 5.4% per annum over the past decade, falling short of the Market, where rents increased 6.0% per annum during that time.

Market Rents

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	\$1,173	\$1,202	\$1,254	\$1,282	\$1,312	\$1,355	\$1,400	\$1,404	\$1,567	\$1,625	\$1,642	\$1,658
Market	\$1,410	\$1,459	\$1,546	\$1,569	\$1,612	\$1,651	\$1,709	\$1,726	\$2,109	\$2,216	\$2,245	\$2,241
Submarket	\$1,259	\$1,298	\$1,377	\$1,402	\$1,452	\$1,481	\$1,523	\$1,540	\$1,782	\$1,881	\$1,892	\$1,922
Class A	\$1,840	\$1,870	\$1,975	\$1,990	\$2,058	\$2,097	\$2,175	\$2,139	\$2,565	\$2,683	\$2,676	\$2,747
Class B	\$1,340	\$1,394	\$1,495	\$1,516	\$1,585	\$1,620	\$1,669	\$1,725	\$2,052	\$2,212	\$2,220	\$2,245
Class C	\$886	\$919	\$969	\$1,002	\$1,029	\$1,047	\$1,064	\$1,081	\$1,162	\$1,206	\$1,228	\$1,240

Prior to the pandemic, the Hollywood/Dania Beach Multifamily Submarket experienced an improvement in rent growth, although at a softened rate. In 2019 Q4, annual rent growth in the Submarket accelerated above the previous quarters yoy growth rate, but remained below the historical average, with annual growth of 2.8%. In 2020 Q2, quarterly rent growth fell to -0.1%. By the end of 2020, rents had increased 1.1% from the 2019 Q4 rent level of \$1,523/unit. From 2019 Q4 to 2021 Q4, rents increased 17.0%. Quarterly rent growth in 2023 Q2 increased 1.6%, although annual growth softened to 2.6%.

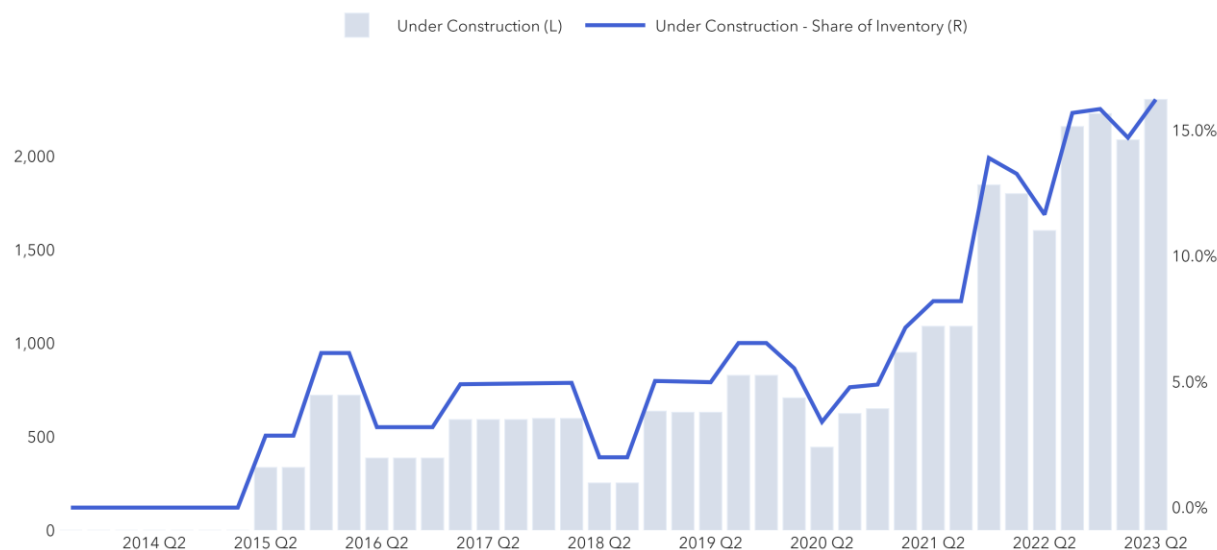
Market Effective Rent/Unit - Annual & Quarterly Growth



Construction & Future Supply

Developers have been active for much of the past ten years. In fact, they have added 2.5k units to the Submarket over that time, expanding inventory by 20.9%. Developers remain active in the Submarket despite elevated construction and debt costs. In fact, developers are currently active with 2.3k units, or the equivalent of 16.2% of existing inventory, underway. Demand in the Hollywood/Dania Beach Submarket has outpaced new deliveries over the past year but could slow along with softening economic growth.

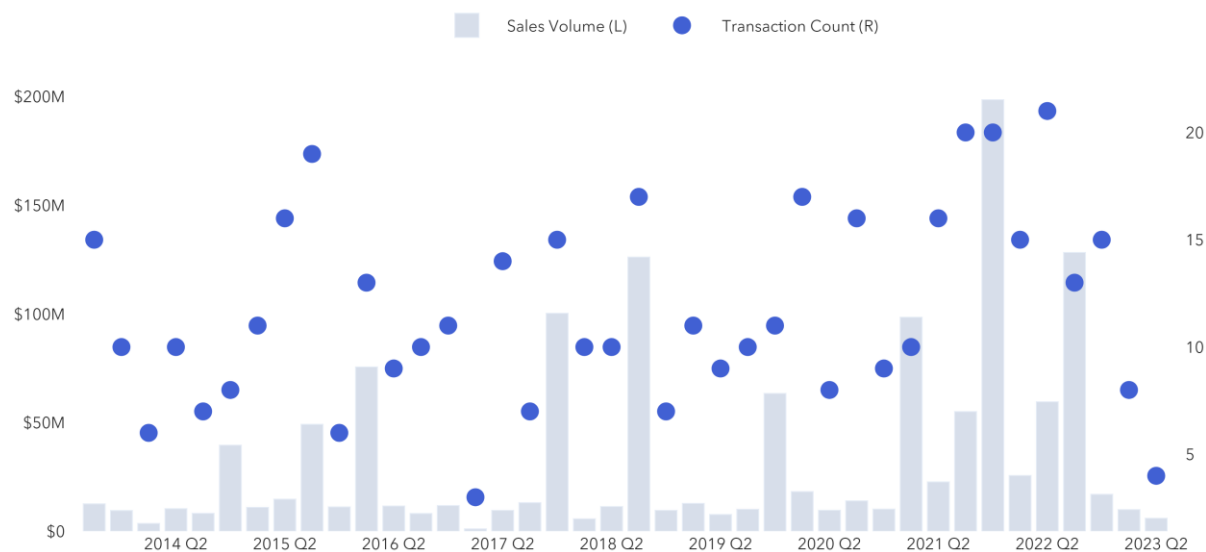
Under Construction Units - Share of Inventory



Capital Markets

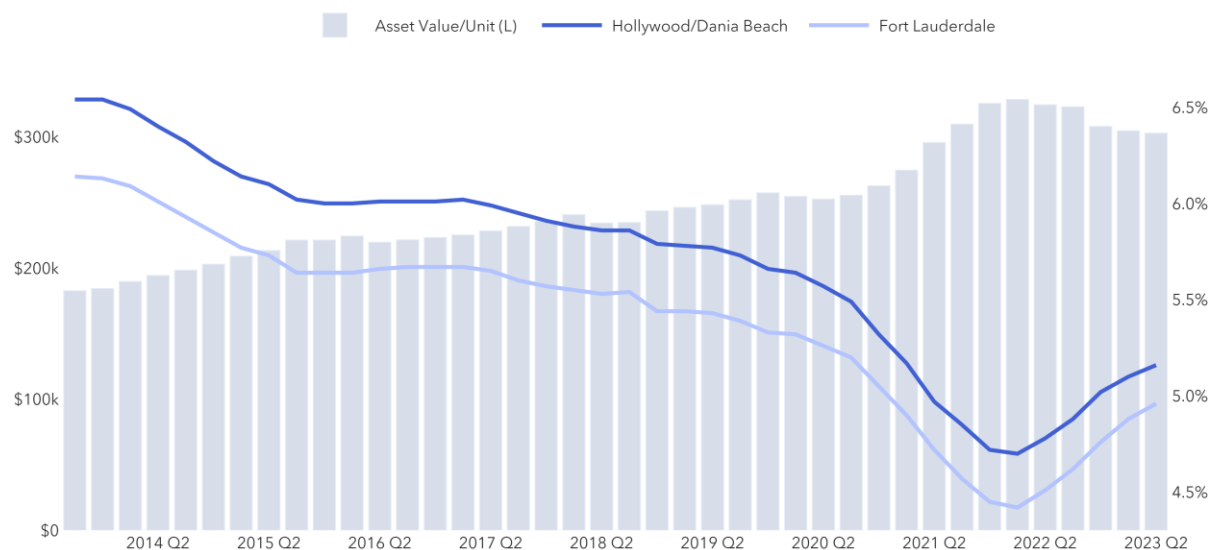
Investors have been active in the Submarket over the past three years. Going back three years, investors have closed, on average, 60 transactions per year with an annual average sales volume of \$219.1 million. Over the past year, there were 40 closed transactions across 649 units, for a total sales volume of \$161.2 million. As of 2023 Q2, CoStar data indicates there were 4 transactions for a total sales volume of \$6 million, compared to \$9.9 million in the previous quarter.

Sales Volume & Transaction Count



Market pricing, based on the estimated price movement of all properties in the Submarket, sat at \$302,940/unit. Values have compressed 6.7% over the past year and continued to fall in the past quarter, decreasing 0.6%. Capitalization rates have increased 38 bps over the past year to 5.2% and increased 6 bps in Q2. While there is still quite a bit of dry powder available, many investors are likely to remain on the sidelines over the second half of 2023.

Asset Value & Market Cap Rates



Outlook

The U.S. multifamily sector experienced softening demand over the second half of 2022, with demand slowing below seasonal trends over the first half of 2023. With demand slowing, rent growth has decreased in many markets across the Nation.

Multifamily market conditions in the Hollywood/Dania Beach Submarket indicate growing demand despite an increase in inventory. With demand outpacing new inventory, vacancy rates have compressed over the past year. With vacancy rates compressing, quarterly rent growth increased 1.6%, with annual growth stabilizing at 2.6%. Looking ahead to the near-term, it is likely that tenants remain active, although at a slower pace, falling short of the large supply pipeline. With softening market conditions alongside elevated debt costs, values will likely experience downward pressure.

Highest & Best Use

In determining highest and best use, we have considered the current trends of supply and demand on the market, current zoning regulations and other possible restrictions, and neighboring land uses.

It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

In estimating highest and best use, alternative uses⁷, such as the legally permissible use, the physically possible use, the financially feasibility, and the highest and best use, are considered and tested for the subject site.

As Vacant

Legally Permissible	The subject is in a CC, City Center District zone, which permits mixed-use, commercial mixed-use, general commercial, office, medical office, and municipal.
Physically Possible	The site is of good size and has good street access. The lot has 18,602 of total square feet with good frontage on N. Federal Highway (100.0 feet) and NE 1st Avenue (100.0 feet). The physical characteristics of the site do not appear to impose any unusual restrictions on development, and we are not aware of any easement or encroachments that would impact development. All necessary utilities are available, and the site appears functional for mixed-use development.
Financially Feasible	The subject is located within a residential and commercial district. Based on our analysis of the market, there is sufficient demand for mixed-use properties. Market conditions are such that residential development is feasible, as the value would sufficiently exceed the cost plus developer's profit.
Maximally Productive/ Highest and Best Use	All legally permissible, physically possible, and financially feasible uses of the site, as vacant, have been presented and examined. We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the site's physical characteristics and location, as well as the state of the local market, it is our opinion the Highest and Best Use of the subject is for development with a mixed-use building built to the highest allowable density.

As Improved

Legally Permissible	The subject is currently improved with a 2,161 concrete structure which is in poor condition and does not contribute to the value of the site. The site may be developed with a variety of commercial and residential uses, previously discussed in the highest and best if vacant, use legally permissible.
Physically Possible	The layout, site coverage and positioning of the improvements are considered not functional for the current use. The current improvements represent an underutilization and have reached the end of their economic life. The current improvements should be demolished.
Financially Feasible	The subject property is located within a mixed-use neighborhood exhibiting low vacancy rates and increasing rental rates. If redeveloped into a mixed-use structure, the subject would generate positive cash flows.
Maximally Productive/ Highest and Best Use	The current improvements no longer contribute to the value of the site. The highest and best use of the subject is to demolish the current improvements and develop a

⁷ The definitions of these alternative uses can be found in the Glossary of Terms, which is located in the Addenda.

	mixed-use structure to the highest density allowable under the current zoning.
Conclusion	Based on the subject property's zoning, physical characteristics, location, and forecasted economic conditions, redevelopment as a commercial and residential mixed-use is concluded to be the highest and best use as improved.
Most Probable Buyer	Taking into account the size and characteristics of the property, the likely buyer is an developer or investor.

Appraisal Valuation Process

There are three approaches to value we consider: The Cost Approach, the Sales Approach, and the Income Approach.

The **Cost Approach** is traditionally a good indicator of value when properties being appraised are new or close to new. The subject is unimproved; thus, the cost approach is not applicable.

The **Income Approach** is a strong indicator of value when market rents, vacancy rates, stabilized expenses, capitalization/discount rates are based on reliable market data. However, the property does not generate any income and is unimproved. The income approach is not applicable.

The **Sales Comparison Approach** is reliable when few differences exist between the comparable sales and the subject, and the sales data collected is credible and accurate. Similar property types in competitive locations tend to sell within a consistent range, and this factor makes valuation on a per square foot basis a strong predictor of value.

In advancing an opinion of the value of the subject, we only considered the Sales Comparison Approach to real estate valuation. The Cost and Income Approaches are not used because the improvements are at the end of their economic life and no longer contribute any value to the underlying land.

Land Value

In the Sales Comparison Approach, an opinion of market value is provided by comparing the subject property to transactions of competitive assets. A major premise is the principle of substitution which holds market value is directly related to the prices of comparable properties as a knowledgeable investor will pay no more for a substitute property.

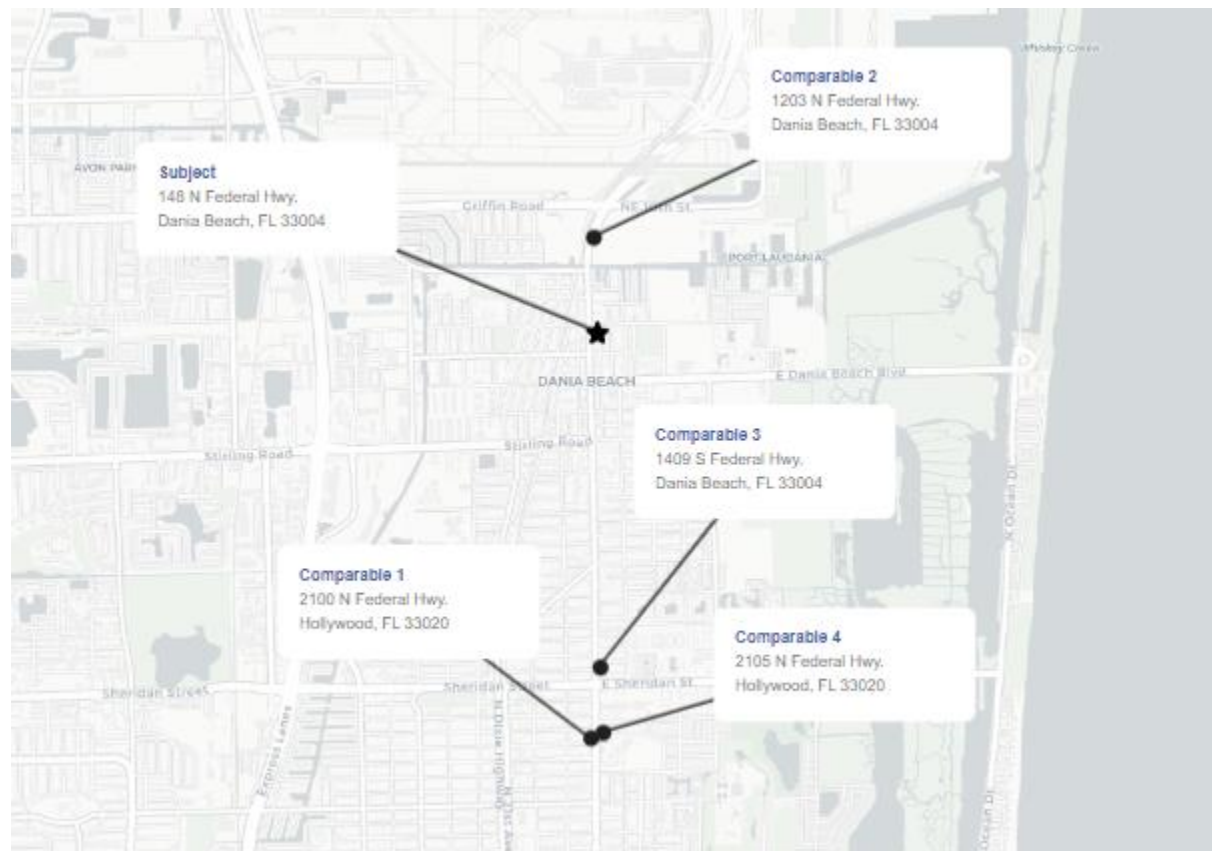
The steps taken to apply this approach include:

- Research, confirm and verify all pertinent data for the most relevant sales of vacant land or redevelopment sites which within the defined market area.
- Analyze the sales considering appropriate adjustments for material difference in comparison to the subject property.
- Reconcile the range of adjusted sales data into an opinion of value.

In order to analyze comparable sales, it is necessary to convert the sale prices to an appropriate unit of comparison, a process which facilitates price comparisons between properties of different sizes, and it also enables adjustment for qualitative differences. Since investors typically purchase land or redevelopment sites based on their price per square foot, we have applied this unit of comparison.

The following map and table summarize the comparable data used in the valuation of the subject site.

Comparable Sales



Comparable Sale 1



1

2100 N. Federal Hwy.
Hollywood, FL

Grantee	Bardi VP LLC		
Grantor	VMN Group LLC		
Document Number	118691537		
Zoning	FH-2		
Parcel ID	514210130010	Sale Date	2/18/2023
Site Area Acres	1.48	Sale Price	\$6,500,000
Site Area (SF)	64,312	Price Per SF of Site Area	\$101

This is the sale of a development site on N. Federal Highway in Hollywood, Florida. The property is a single-parcel site in the FH-2, Federal Highway Medium Intensity Mixed-Use District that allows for a maximum FAR of 3.0. The property did not have site plan approvals in place at the time of sale. The current improvements consist of a 13,600 square foot retail building that is in fair condition. The buyer is planning to utilize the current improvements as an interim use until the property is approved for re-development. The property was openly marketed for over a year and received multiple offers. This offer was accepted because it was an all cash offer with no contingencies. The property most recently sold for \$6,500,000 or \$101/SF in February of 2023. All details were confirmed with the listing broker, Patricia Asseff, from Asseff Realty LLC.

Comparable Sale 2



2

1203 N Federal Hwy.
Hollywood, FL

Grantee		FEDERAL SPA LLC	
Grantor		HOLLYWOOD CITY	
Document Number		118439528	
Zoning		FH-2	
Parcel ID	514210050030	Sale Date	10/4/2022
Site Area Acres	0.45	Sale Price	\$1,800,000
Site Area (SF)	19,614	Price Per SF of Site Area	\$92

This is the sale of a development site on N. Federal Highway in Hollywood, Florida. The property is a single-parcel site in the FH-2, Federal Highway Medium Intensity Mixed-Use District that allows for a maximum FAR of 3.0. The property did not have site plan approvals in place at the time of sale. The property was unimproved and vacant at the time of sale. The property most recently sold for \$1,800,000 or \$92/SF in October of 2022. This sale was researched on CoStar and confirmed via public record.

Comparable Sale 3



3

1409 S Federal Hwy.
Dania Beach, FL

Grantee		PROJECT USA LLC	
Grantor		STARR PROPERTIES OF DANIA LLC	
Document Number		117221069	
Zoning		SFED-MU	
Parcel ID	514203070180; 0190	Sale Date	4/22/2021
Site Area Acres	0.30	Sale Price	\$960,000
Site Area (SF)	12,973	Price Per SF of Site Area	\$74

This is the sale of a development site on S. Federal Highway in Dania Beach, Florida. The property is a two-parcel site in the SFED-MU, South Federal Highway Corridor Mixed-Use District that allows for a maximum FAR of 4.0. The property did not have site plan approvals in place at the time of sale. The property was unimproved and vacant at the time of sale. The property most recently sold for \$9,600,000 or \$74/SF in April of 2021. This sale was researched on CoStar and confirmed via public record.

Comparable Sale 4



4

2105 N Federal Hwy.
Hollywood, FL

Grantee		AI COMMERCIAL GROUP LLC	
Grantor		VMN GROUP LLC	
Document Number		117430010	
Zoning		FH-2	
Parcel ID	514210210360	Sale Date	4/29/2021
Site Area Acres	0.62	Sale Price	\$1,500,000
Site Area (SF)	26,906	Price Per SF of Site Area	\$56

This is the sale of a development site on N. Federal Highway in Hollywood, Florida. The property is a single-parcel site in the FH-2, Federal Highway Medium Intensity Mixed-Use District that allows for a maximum FAR of 3.0. The property did not have site plan approvals in place at the time of sale. The property was unimproved and vacant at the time of sale. The property most recently sold for \$1,500,000 or \$56/SF in April of 2021. This sale was researched on CoStar and confirmed via public record.

Comparable Sales Summary⁸

#	Location	Sale Date	Zoning	Site Area (SF)	Sale Price	Price Per SF Site Area
1	2100 N. Federal Hwy., Hollywood, FL	Feb-23	FH-2	64,312	\$6,500,000	\$101
2	1203 N Federal Hwy., Hollywood, FL	Oct-22	FH-2	19,614	\$1,800,000	\$92
3	1409 S Federal Hwy., Dania Beach, FL	Apr-21	SFED-MU	12,973	\$960,000	\$74
4	2105 N Federal Hwy., Hollywood, FL	Apr-21	FH-2	26,906	\$1,500,000	\$56
			Min	12,973	\$960,000	\$56
			Max	64,312	\$6,500,000	\$101
			Average	30,951	\$2,690,000	\$81
			Median	23,260	\$1,650,000	\$83

Adjustments for the comparable sales have been considered based on comparison to the subject for financing terms, conditions of sale, market conditions (time), location, size, utility, zoning, and entitlements.

⁸ The outlines of each of the comparable sales and the comparable sales map can be found in the Addenda.

Property Rights Appraised	The purpose of this adjustment is to account for differences in the property rights which were transferred with the sale. All sales were acquired for re-development purposes. No adjustments were required.																		
Financing Terms	The purpose of adjusting for financing terms is to determine cash equivalent sale prices for the comparable sales in accordance with the definition of market value for this report. To the best of our knowledge, all the sales or future sales were cash transactions or financed at market rates. No adjustments were required.																		
Conditions of Sale	Conditions of sale refers to the motivations of the buyer and seller involved in a particular transaction. However, all sales used in this analysis are considered to be "arm's-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments were required.																		
Market Conditions (Time)	The purpose of this adjustment is to account for changes in market conditions. The Hollywood/Dania Beach Multifamily Submarket analysis notes a 6.7% YoY decrease in asset values. The CoStar Hollywood Retail Submarket analysis notes an 8.5% YoY decrease in asset values. Given the highest and best use of the subject and call comparables is for mixed-use development, we adjusted the comparables downward 3% per annum to account for the overall decrease in asset values in the area.																		
Location	An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. The subject and all comparables are located on Federal Highway and share similar locational characteristics. No adjustments were required.																		
Size	We applied adjustments for size based on the understanding that smaller sites typically sell for more on a price per square foot basis when compared to otherwise similar larger sites, according to principles of economies of scale. The following table illustrates the size adjustments applied.																		
	<table><tr><td></td><td>Subject</td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>Site Size (SF)</td><td>18,602</td><td>64,312</td><td>19,614</td><td>12,973</td><td>26,906</td></tr><tr><td>Adjustment</td><td></td><td>10%</td><td>0%</td><td>0%</td><td>0%</td></tr></table>		Subject	1	2	3	4	Site Size (SF)	18,602	64,312	19,614	12,973	26,906	Adjustment		10%	0%	0%	0%
	Subject	1	2	3	4														
Site Size (SF)	18,602	64,312	19,614	12,973	26,906														
Adjustment		10%	0%	0%	0%														
Zoning	The subject is zoned CC, City Center District which allows for a maximum FAR of 8.00. Sale 3 is located in the SFED-MU District with a maximum FAR of 4.00. We rated it inferior and adjusted it upward 10%. Sale 1, 2, and 4 are located in the FH-2 district in the City of Hollywood, with a maximum FAR of 3.00. We rated them inferior and adjusted them upward 10%.																		
Utility	All sales have similar development utility. No adjustments were required.																		
Entitlements	The subject does not have an approved site plan for development. Land values are considerably higher once the approval process has been completed. None of the comparable sales have entitlements. No adjustments were required.																		
Other	The subject features improvements that would require demolition prior to development. This appraisal assumes current improvements could generate income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. All comparables are rated similar; thus, no demolition deduction has been applied.																		

Comparable Sales Adjustment Grid

Sale No.	Subject	1	2	3	4
Address:	148 North Federal Hwy.	2100 N. Federal Hwy.	1203 N Federal Hwy.	1409 S Federal Hwy.	2105 N Federal Hwy.
Sale Date:		2/18/2023	10/4/2022	4/22/2021	4/29/2021
Adjusted Sale Price:		\$6,500,000	\$1,800,000	\$960,000	\$1,500,000
Site Size (SF)	18,602	64,312	19,614	12,973	26,906
Price Per SF Site Area		\$101	\$92	\$74	\$56
Property Rights:	Fee Simple Interest	0%	0%	0%	0%
Financing Terms:	Market	0%	0%	0%	0%
Conditions of Sale:	None	0%	0%	0%	0%
Market Conditions (Time):	8/8/2023	-1.4%	-2.5%	-6.9%	-6.8%
Price Per Square Foot		\$100	\$89	\$69	\$52
Location:		0%	0%	0%	0%
Size (SF):	18,602	10%	0%	0%	0%
Zoning:		10%	10%	10%	10%
Utility:		0%	0%	0%	0%
Entitlements:		0%	0%	0%	0%
Other:		0%	0%	0%	0%
Total Adjustments:		20%	10%	10%	10%
Adjusted Price Per SF Site Area		\$120	\$98	\$76	\$57
		Unadjusted			Adjusted
	Low	\$56		Low	\$57
	High	\$101		High	\$120
	Average	\$81		Average	\$88
	Median	\$83		Median	\$87

We note the subject property is listed for \$1,900,000 or \$102 per square foot. The property received multiple LOL's, based on conversations with the listing broker Patricia Hart.

After adjustments, the comparable sales exhibited a range between \$57 and \$120 per square foot with an average \$88 of and a median of \$87 per square foot. We place primary weight on Sales 1 and 2 because they traded more recently. Secondary weight is placed on Sales 3 and 4 as they are in close proximity to the subject and are good indicators of value. Our opinion of market value of the land per square foot is \$100. Application results in a land value indication for the subject property as follows:

As Is Market Value

	Date of Value	Value	Final Value (Rd)
Concluded Value Per Square Foot of Site Area		\$100	
Site Size (Sq. Ft.)		18,602	
As Is Market Value of the Land	August 8, 2023	\$1,860,200	\$1,860,000

Reconciliation & Final Value Opinion

The estimated values arrived at by the approaches to value used in this report are as follows:

Market Value Opinions

Approach	Value	Interest Appraised	Date of Value	Conclusion
Cost Approach	N/A	N/A	N/A	Not Applied
Income Approach	N/A	N/A	N/A	Not Applied
Sales Approach	Land Value	Fee Simple Interest	August 8, 2023	\$1,860,000

The **Sales Comparison Approach** is reliable when few differences exist between the comparable sales and the subject, and the sales data collected is credible and accurate. Similar property types in competitive locations tend to sell within a consistent range, and this factor makes valuation on a per square foot basis a strong predictor of value. The sales used to advance an opinion of value of the subject property were comparable in most respects and were good indicators of value.

Given that the improvements no longer contribute to the value of the site, we have relied solely on the sales comparison approach to determine the value of the underlying land.

Final Value Opinion

Value	Interest Appraised	Date of Value	Conclusion
Land Value As Is	Fee Simple Interest	August 8, 2023	\$1,860,000

The value conclusions are subject to the following **Extraordinary Assumptions**⁹ that may affect the assignment results. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

- We make the extraordinary assumption that the existing improvements could generate sufficient income to off-set demolition costs or that the seller would cover demolition costs based on conversations with the listing broker. Thus, no demolition deduction has been applied.

The value conclusions are based on the following Hypothetical Conditions¹⁰ that may affect the assignment results.

- None.

The opinion of value expressed herein is subject to the certification, assumptions and limiting conditions, and all other information contained in the following written appraisal report.

⁹ The definition of Extraordinary Assumptions can be found in the Glossary of Terms, which is located in the Addenda.

¹⁰ The definition of Hypothetical Conditions can be found in the Glossary of Terms, which is located in the Addenda.

Certification

We certify to the best of our knowledge:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the current version of the FIRREA of 1989, including its Title XI regulations.
- Harry C. Newstreet, MAI made a personal inspection of the property that is the subject of this report on August 8, 2023.
- Irene Sokoloff RZ3349 provided significant real property appraisal assistance in the form of an appraisal review.
- Charles Grasso, State-Registered Trainee Real Estate Appraiser #RI25452, under the supervision of Harry C. Newstreet, MAI State-Certified General Real Estate Appraiser #RZ2278 provided significant real property appraisal assistance to the appraiser(s) signing this certification, including verifying rent and sale comparables, interviewing brokers for appropriate market rent, capitalization rates and sale prices for the subject and similar property type. It is noted that the responsibilities of parties providing assistance is not considered to be significant in terms of any value determination. All parties conducted assistance under the direct supervision of the appraisers signing this report in compliance with State regulations.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- As of the date of this report, Harry C. Newstreet, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
- Our analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the requirements of the State of Florida for State-certified appraisers.
- The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.



Harry C. Newstreet, MAI
Senior Vice President
State Certified General Real Estate Appraiser
RZ2278
harry.newstreet@boweryvaluation.com
(954) 461-4073

Addenda

Contingent & Limiting Conditions

1. Any legal description or plats reported herein are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. We have made no survey of the property and assume no responsibility in connection with such matters.
2. The appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the appraiser or the appraiser's staff or was obtained or taken from referenced sources and is considered reliable. No responsibility is assumed for the costs of preparation or for arranging geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
3. No responsibility is assumed for matters legal in nature. Title is assumed to be good and marketable and in fee simple unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated.
4. Unless otherwise stated herein, it is assumed there are no encroachments or violations of any zoning or other regulations affecting the subject property and the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no trespasses or encroachments.
5. Bowery Real Estate Systems, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
6. It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein.
7. It is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
8. Unless otherwise stated within the report, the depiction of the physical condition of the improvements described herein is based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made. No responsibility is assumed for hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during our inspection.
9. If building improvements are present on the site, no significant evidence of termite damage or infestation was observed during our physical inspection, unless so stated in the report. No termite inspection report was available, unless so stated in the report. No responsibility is assumed for hidden damages or infestation.
10. Any proposed or incomplete improvements included in this report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
11. No responsibility is assumed for hidden defects or for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
12. Responsible ownership and competent property management are assumed.
13. The appraisers assume no responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.

-
14. The value estimates reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value estimates, unless such proration or division of interests is set forth in the report.
 15. Any division of the land and improvement values estimated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
 16. Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment.
 17. Unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered; unless otherwise stated. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 18. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are our best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
 19. Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
 20. Bowery Real Estate Systems, Inc. representatives are not experts in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. Appraisers are not qualified to detect such substances. The client is urged to retain an expert in this field.
 21. We are not experts in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent endangered species impact studies, research, and investigation that may be provided.
 22. No environmental impact studies were either requested or made in conjunction with this analysis. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, and investigation that may be provided.
 23. The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

-
24. Neither all nor any part of the contents of this report or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media, without the prior written consent and approval of the appraisers. This limitation pertains to any valuation conclusions, the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof.
 25. Although the appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the appraiser either by the client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or estimates of value.
 26. If this report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

Glossary of Terms

Unless otherwise noted, *The Dictionary of Real Estate Appraisal*, 6th edition (Chicago: Appraisal Institute, 2015) is the source of the following definitions.

As Is Market Value: The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.¹¹ **Note:** The use of the “as is” phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States.

Condominium: A multiunit structure, or a unit within such a structure, with a condominium form of ownership.

Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.

Depreciation: A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvements on the same date.

Direct Capitalization: A method used to convert an estimate of a single year's net operating income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor. This technique employs capitalization rates and multipliers extracted from sales. Only the first year's income is considered. Yield and value change are implied, but not identified overall. This method is most useful when the property is already operating on a stabilized basis.¹²

Discounted Cash Flow: The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analysis specifies the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

Effective Date: (1) The date on which the appraisal or review applies. (2) In a lease document, the date upon which the lease goes into effect.

Effective Gross Income: The anticipated income from all operations of real property adjusted for vacancy and collection losses.

Entrepreneurial Profit: (1) A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. (2) In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Equity Dividend: The portion of net income that remains after debt service is paid; this is returned to the equity position.

Exposure Time: (1) The time a property remains on the market. (2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. **Note:** Exposure time is a retrospective.

Extraordinary Assumption: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Fee Simple Interest: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Financial Feasibility: An analysis to determine which of those uses deemed possible and legal can provide a net return to the owner of the site.

¹¹ *Interagency Appraisal and Evaluation Guidelines (Federal Deposit Insurance Corporation: 2010)*

¹² *The Appraisal of Real Estate, 14th Edition (Appraisal Institute: 2013)*

Gross Building Area: Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

Highest and Best Use: (1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.¹³ (3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.¹⁴

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Legally Permissible Use: An investigation into existing zoning regulations, lease terms, and deed restrictions on the site to determine which uses are legally permitted.

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Rent: The most probable rent that property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Net Operating Income: The anticipated net income remaining after all operating expenses are deducted from effective gross income.

Net Rentable Area: For office or retail buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Physically Possible Use: An analysis to determine those uses of the subject which can be deemed physically possible.

Potential Gross Income: The total potential income attributable to the real property at full occupancy before operating expenses are deducted. It may refer to the level of rental income prevailing in the market or that contractually determine by existing leases.

Property Rights Appraised: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Prospective Opinion of Value: A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Replacement Costs: The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.

¹³ Parker, David. *International Valuation Standards* (John Wiley & Sons, Ltd: 2016)

¹⁴ Uniform Appraisal Standards for Federal Land Acquisitions (*The Appraisal Foundation: 2016*)

Reproduction Costs: The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, super-adequacies, and obsolescence of the subject building.

Reversion: A lump-sum benefit an investor expects to receive upon the termination of the investment.

Stabilized Income: **(1)** An estimate of income, either current or forecasted, that presumes the property is at stabilized occupancy. **(2)** The forecast of the subject property's yearly average income (or average- equivalent income) expected for the economic life of the subject property. **(3)** Projected income that is subject to change but has been adjusted to reflect an equivalent, stable annual income.

Stabilized Occupancy: **(1)** The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand. **(2)** An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life.

Yield Capitalization: The capitalization method used to convert future benefits into present value by discounting each future benefit at an appropriate yield rate. This method explicitly considers a series of cash flows (net income over a holding period) over time together with any reversion value or resale proceeds. Since this technique explicitly reflects the investment's income pattern, it is especially suited to multi-tenant properties with varying leasing schedules as well as properties that are not operating at stabilized occupancy.¹⁵

¹⁵ *The Appraisal of Real Estate, 14th Edition (Appraisal Institute: 2013)*

Subject Property Photos

All subject photos were taken on the date of value of this appraisal.

Development Site



Development Site



Development Site



Development Site



Development Site



Development Site



Development Site



Development Site

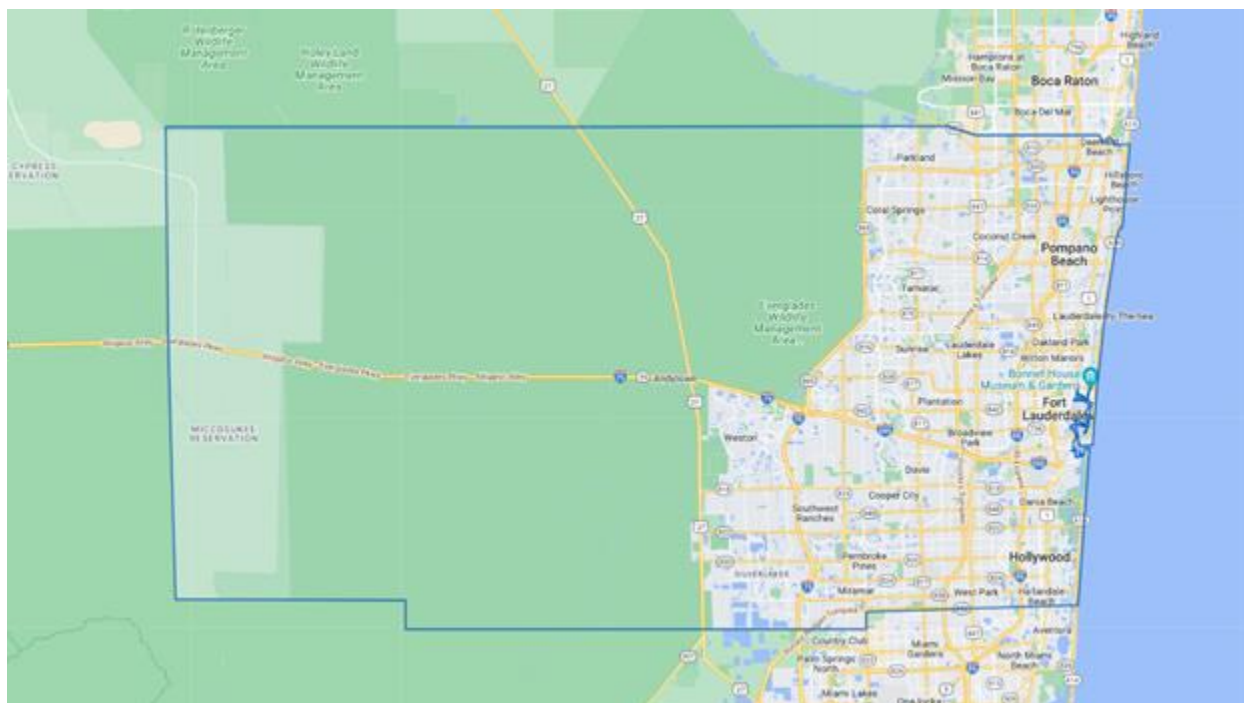


Development Site



Fort Lauderdale: Multifamily Market Analysis

The information contained in this report was provided using 2023 Q2 CoStar data for the Fort Lauderdale Multifamily Market ("Market").



Overview

The subject property is in the Fort Lauderdale Market defined in the map above, which includes 134.1k units of multifamily space. The inventory is roughly 35% Class B, 24% Class A, and 41% Class C. Multifamily fundamentals have reverted back to the historical norm over the first half of 2023. Economic uncertainty and elevated pipelines have coincided with seasonal demand trends over the first half of 2023, putting upward pressure on vacancies, with rent growth normalizing across most markets across the Nation. With softening fundamentals occurring alongside the elevated cost of debt, investors have tightened their lending standards, slowing transaction activity, putting upward pressure on cap rates, and driving down values. In the Fort Lauderdale Market, demand has softened over the past year, leading to rising vacancy rates. Rent growth remains up 0.8% over the past year but rising vacancy rates have put downward pressure on growth in 2023 Q2, contracting rents 0.1%. With softening fundamentals, values decreased -8.5% over the past year and continued to do so over the past quarter, ultimately decreasing to \$321,319/unit.

Sector Fundamentals

	Fort Lauderdale	YoY	QoQ	National	YoY	QoQ
Market Rent/Unit	\$2,241	0.8%	-0.1%	\$1,658	0.9%	1.0%
Vacancy Rate	5.92%	123 bps	33 bps	6.81%	153 bps	12 bps
Net Absorption Units	563	1708.6%	4.5%	107,581	65.6%	72.2%
Asset Value/Unit	\$321,319	-8.5%	-1.8%	\$257,415	-9.6%	-1.0%
Market Cap Rate	4.96%	44 bps	7 bps	5.42%	48 bps	6 bps
Transaction Count	37	-56%	-5%	2,601	-59%	-12%
Sales Volume	\$352,963,104	-60%	99%	\$15,943,635,968	-80%	-12%

The table below presents historical performance of key indicators for multifamily space in the Market including inventory & construction levels, net absorption, vacancy & availability, rental rates, pricing, and cap rates.

Historical Multifamily Performance: Fort Lauderdale Market

Period	Inventory Units	Under Construction Units	Net Delivered Units 12 Mo	Absorption Units 12 Mo	Vacancy Rate	Market Effective Rent/Unit	Asset Value/Unit	Market Cap Rate
2023 Q2	134,132	13,016	3,452	1,638	5.9%	\$2,241	\$321,319	4.96%
2023 Q1	133,068	13,185	3,095	1,040	5.6%	\$2,245	\$327,136	4.88%
2022	131,633	13,601	3,001	750	5.0%	\$2,216	\$333,385	4.76%
2021	128,632	9,052	2,278	7,581	3.3%	\$2,109	\$347,360	4.45%
2020	126,354	5,216	6,404	3,629	7.6%	\$1,726	\$277,877	5.05%
2019	119,950	9,246	1,713	2,494	5.7%	\$1,709	\$278,315	5.33%
2018	118,237	6,965	2,462	3,269	6.4%	\$1,651	\$267,182	5.44%
2017	115,775	4,027	3,845	2,793	7.2%	\$1,612	\$252,110	5.57%
2016	111,930	4,986	3,379	1,665	6.6%	\$1,569	\$248,413	5.67%
2015	108,551	4,883	2,133	2,643	5.2%	\$1,546	\$248,109	5.64%
2014	106,418	3,191	4,183	3,542	5.8%	\$1,459	\$232,771	5.85%
2013	102,235	5,006	1,767	2,459	5.4%	\$1,410	\$220,187	6.13%

Supply & Demand

The Market has 134.1k units of multifamily space, and developers have added, net of demolitions, 32.5k units over the past ten years, increasing inventory by 31.9% during that time. The area's limited supply of affordable housing coupled with healthy job growth, resulted in record absorption, strong rent gains and tighter vacancies over the last two years, which has emboldened developers. Demand has not been able to keep up with supply over the past decade and vacancy rates have expanded from the rate of 5.5% to 5.9%.

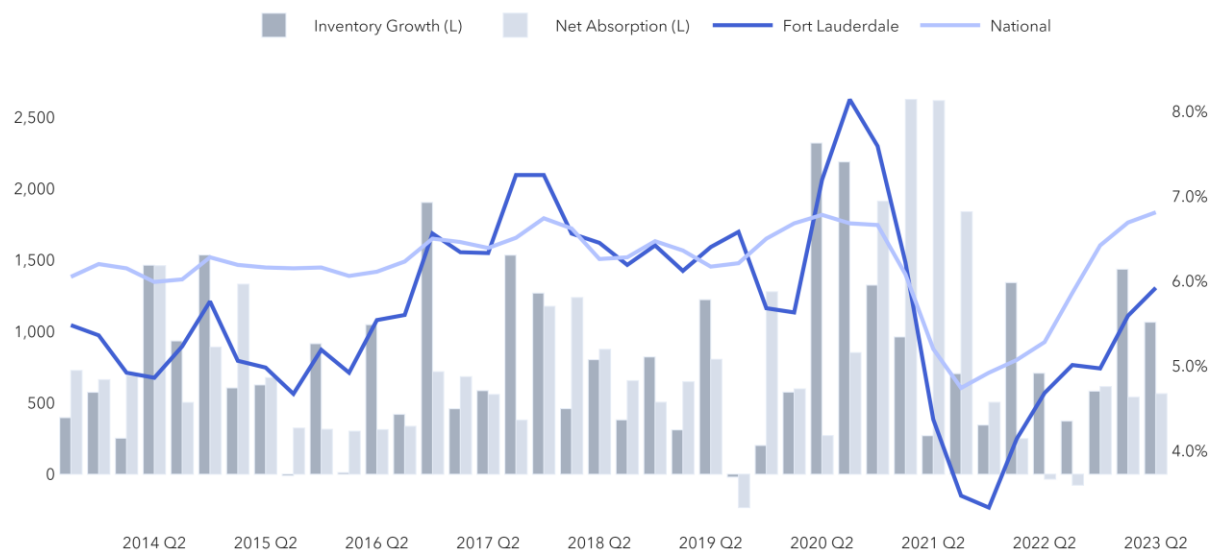
More recently, demand has softened compared to elevated demand in 2021 and over the first half of 2022. Combined with a rise in inventory levels for the Market, vacancy rates have increased 123 bps over the past year from 4.7% to 5.9% moving above the 10-year average of 5.7%, and below the National average by 89 bps. With 563 units absorbed in 2023 Q2, vacancy rates have increased 33 bps over the past quarter. In the 2nd quarter, multifamily tenants in the Market absorbed 563 units, an increase from the 539 units vacated in 2023 Q1, and an improvement from the -35 units vacated in the same quarter last year.

Vacancies have begun to expand across the majority of submarkets, rising around 1% on average from the fourth quarter of 2021 to the second quarter of 2023. In the last two quarters, vacancies have begun to improve slightly in the Hollywood/Dania Beach and Miramar/Hallandale Beach submarkets, though these are set to expand over the next year or so specifically in Hollywood/Dania Beach, as the more than 2,000 units underway in the submarket begins to deliver. The bulk of supply pressure is concentrated in four submarkets including Central Fort Lauderdale, Hollywood/Dania Beach, Pompano Beach/Deerfield Beach, Plantation/Sunrise and Pembroke Pines/West Miramar all of which have more than 1,000 units underway and represent over 80% of Fort Lauderdale's supply pipeline.

Vacancy Rates

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	6.2%	6.3%	6.2%	6.5%	6.7%	6.5%	6.5%	6.7%	4.9%	6.4%	6.7%	6.8%
Market	5.4%	5.8%	5.2%	6.6%	7.2%	6.4%	5.7%	7.6%	3.3%	5.0%	5.6%	5.9%
Class A	10.0%	8.4%	6.8%	13.9%	11.8%	11.6%	8.3%	16.0%	4.9%	7.2%	8.7%	8.9%
Class B	4.8%	6.6%	6.4%	6.4%	8.3%	6.5%	5.5%	6.4%	3.1%	5.1%	5.8%	6.3%
Class C	4.8%	4.6%	3.9%	4.6%	5.0%	4.5%	4.8%	4.5%	2.7%	3.6%	3.7%	3.9%

Absorption & Vacancy Rates



Rents

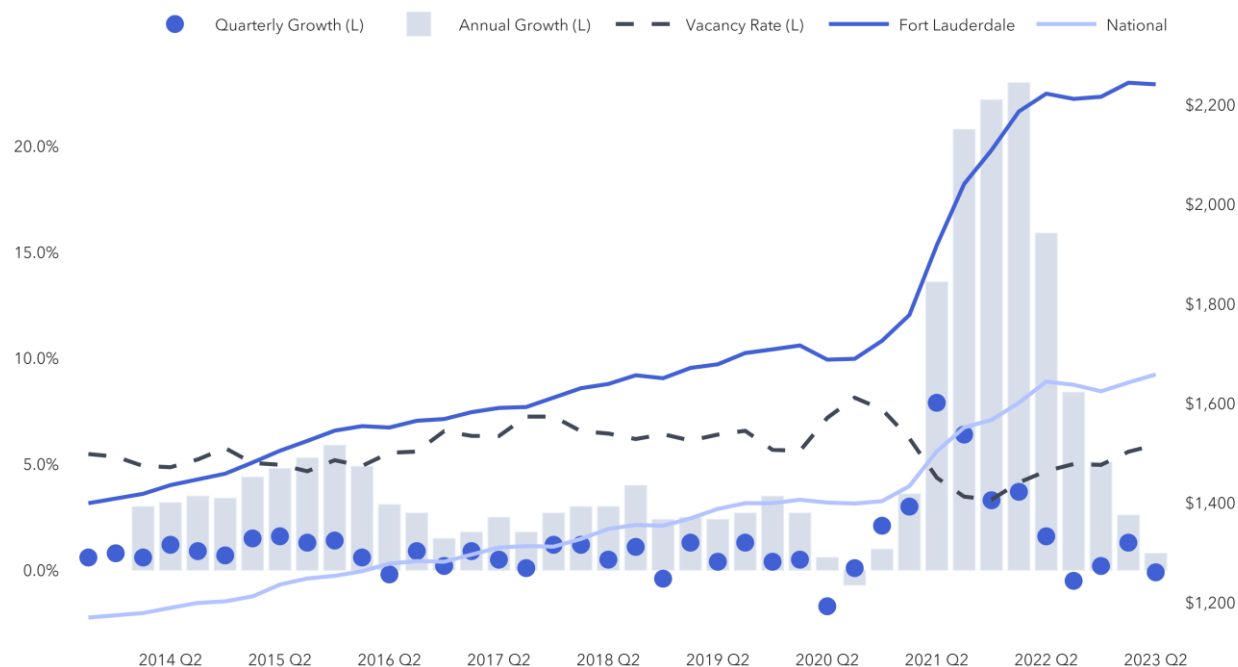
At \$2,241/unit, rents in the Fort Lauderdale Market are roughly 35% higher than the National average average of \$1,658/unit. Rents vary throughout the Market. Class A apartment units are a premium with an average effective rent rate of \$2,726/unit, followed by \$2,361/unit for Class B and \$1,625/unit for Class C units. Rents in the Market have grown 6.0% per annum over the past decade, exceeding the National average, where rents increased 4.2% per annum during that time.

Market Rents

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	23 Q1	23 Q2
National	\$1,173	\$1,202	\$1,254	\$1,282	\$1,312	\$1,355	\$1,400	\$1,404	\$1,567	\$1,625	\$1,642	\$1,658
Market	\$1,410	\$1,459	\$1,546	\$1,569	\$1,612	\$1,651	\$1,709	\$1,726	\$2,109	\$2,216	\$2,245	\$2,241
Class A	\$1,830	\$1,877	\$1,970	\$1,979	\$2,024	\$2,065	\$2,131	\$2,128	\$2,631	\$2,729	\$2,738	\$2,726
Class B	\$1,429	\$1,488	\$1,587	\$1,606	\$1,650	\$1,688	\$1,748	\$1,763	\$2,218	\$2,330	\$2,374	\$2,361
Class C	\$987	\$1,024	\$1,089	\$1,131	\$1,171	\$1,209	\$1,257	\$1,296	\$1,470	\$1,581	\$1,606	\$1,625

Prior to the pandemic, the Fort Lauderdale Multifamily Market experienced improving rent growth. In 2019 Q4, annual rent growth in the Market accelerated above the previous quarters yoy growth rate, and was above the historical average, with annual growth of 3.5%. With demand softening during the initial stages of the pandemic, quarterly rent growth decreased 1.7% in 2020 Q2. By the end of 2020, rents increased 1.0% from the 2019 Q4 rent level of \$1,709/unit. From 2019 Q4 to 2021 Q4, rents increased 23.4%. Quarterly rent growth in 2023 Q2 softened -0.1%, with annual growth slowing to 0.8%.

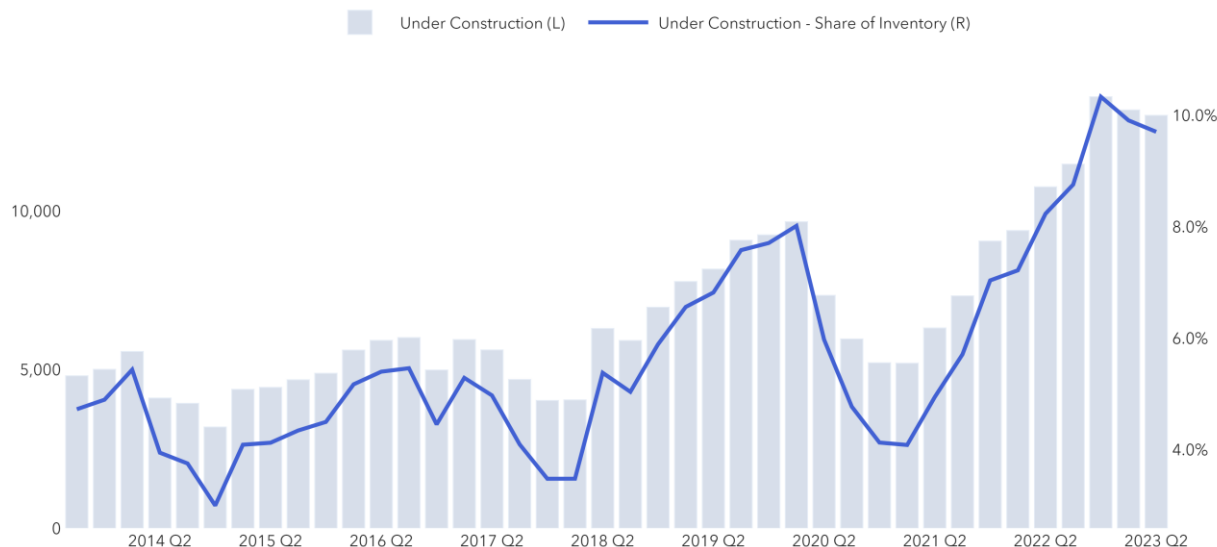
Market Effective Rent/Unit - Annual & Quarterly Growth



Construction & Future Supply

Developers have been active for much of the past ten years. In fact, they have added 33.4k units to the Market over that time, expanding inventory by 31.9%. Developers remain active in the Market despite elevated construction and debt costs. As of the second quarter of 2023, Fort Lauderdale has the fourth largest apartment inventory pipeline out of all Florida metros, after Miami, Orlando, and Tampa. In fact, developers are currently active with 13k units, or the equivalent of 9.7% of existing inventory, underway. Around 60% of units underway are concentrated in the area between I-95 and the Atlantic Ocean, with the majority, at 59%, located between the Central Fort Lauderdale, Hollywood/Dania Beach, and Pompano Beach/Deerfield Beach Areas. The active pipeline will likely add upward pressure to vacancy rates in the near term.

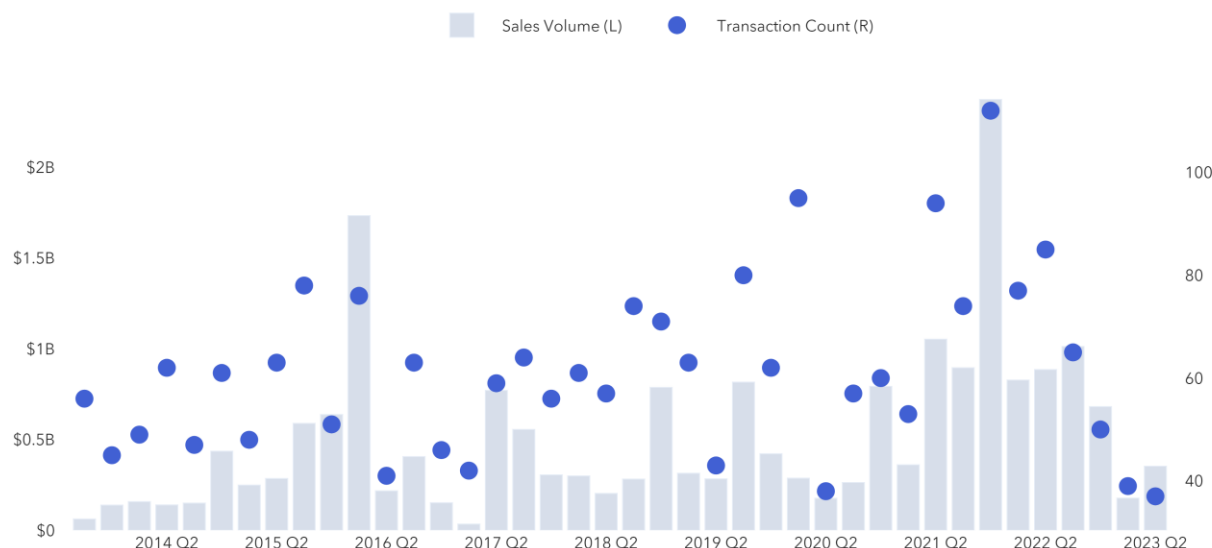
Under Construction Units - Share of Inventory



Capital Markets

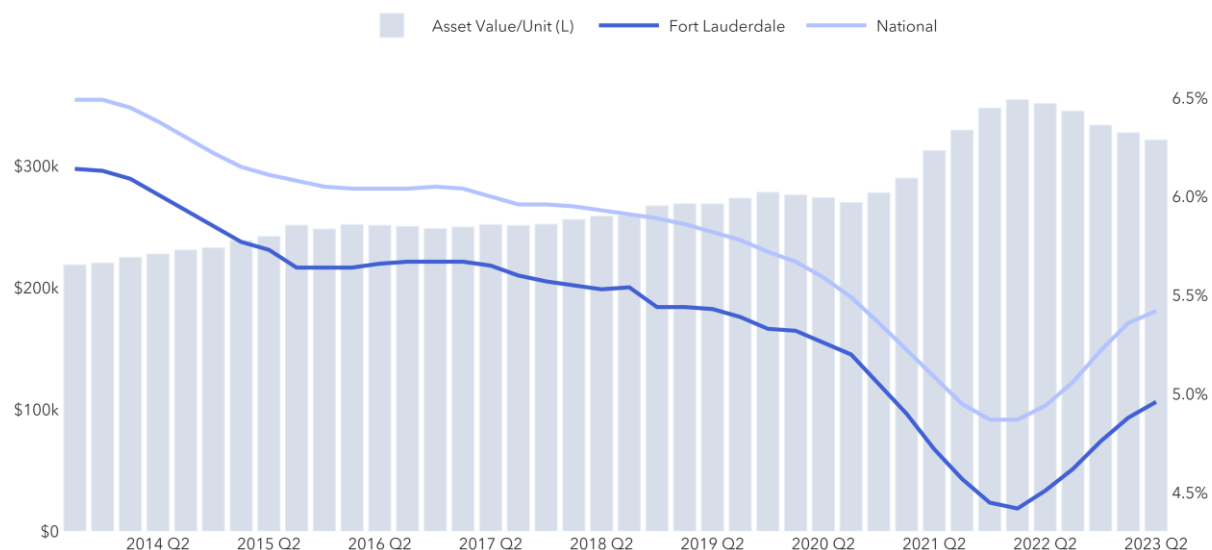
Investors have been active in the Market over the past three years. Going back three years, investors have closed, on average, 287 transactions per year with an annual average sales volume of \$3.2 billion. Over the past year, there were 191 closed transactions across 8k units, for a total sales volume of \$2.2 billion. As of 2023 Q2, CoStar data indicates there were 37 transactions for a total sales volume of \$353 million, compared to \$177.1 million in the previous quarter.

Sales Volume & Transaction Count



Market pricing, based on the estimated price movement of all properties in the Market, sat at \$321,319/unit. Values have compressed 8.5% over the past year and continued to fall in the past quarter, decreasing 1.8%. Capitalization rates have increased 44 bps over the past year to 5.0% and increased 7 bps in Q2. While there is still quite a bit of dry powder available, many investors are likely to remain on the sidelines over the second half of 2023.

Asset Value & Market Cap Rates



Outlook

The U.S. multifamily sector experienced softening demand over the second half of 2022, with demand slowing below seasonal trends over the first half of 2023. With demand slowing, rent growth has decreased in many markets across the Nation.

Multifamily market conditions in the Fort Lauderdale Market indicate a decrease in demand along with rising inventory levels. Together, vacancy rates have increased over the past year. With vacancy rates expanding, quarterly rent growth declined, softening annual growth 0.8%. Looking ahead to the near-term, it is likely that tenant demand improves, although the large supply pipeline could put further upward pressure on vacancy rates in the Market. With softening fundamentals amidst elevated debt costs, values will likely decline. Despite having the fourth largest supply pipeline across all Florida markets, Fort Lauderdale's multifamily vacancy rate is the fifth lowest in the state, and rent gains remain higher relative to similar sized markets such as Miami, Tampa, Orlando, Jacksonville, and Palm Beach.

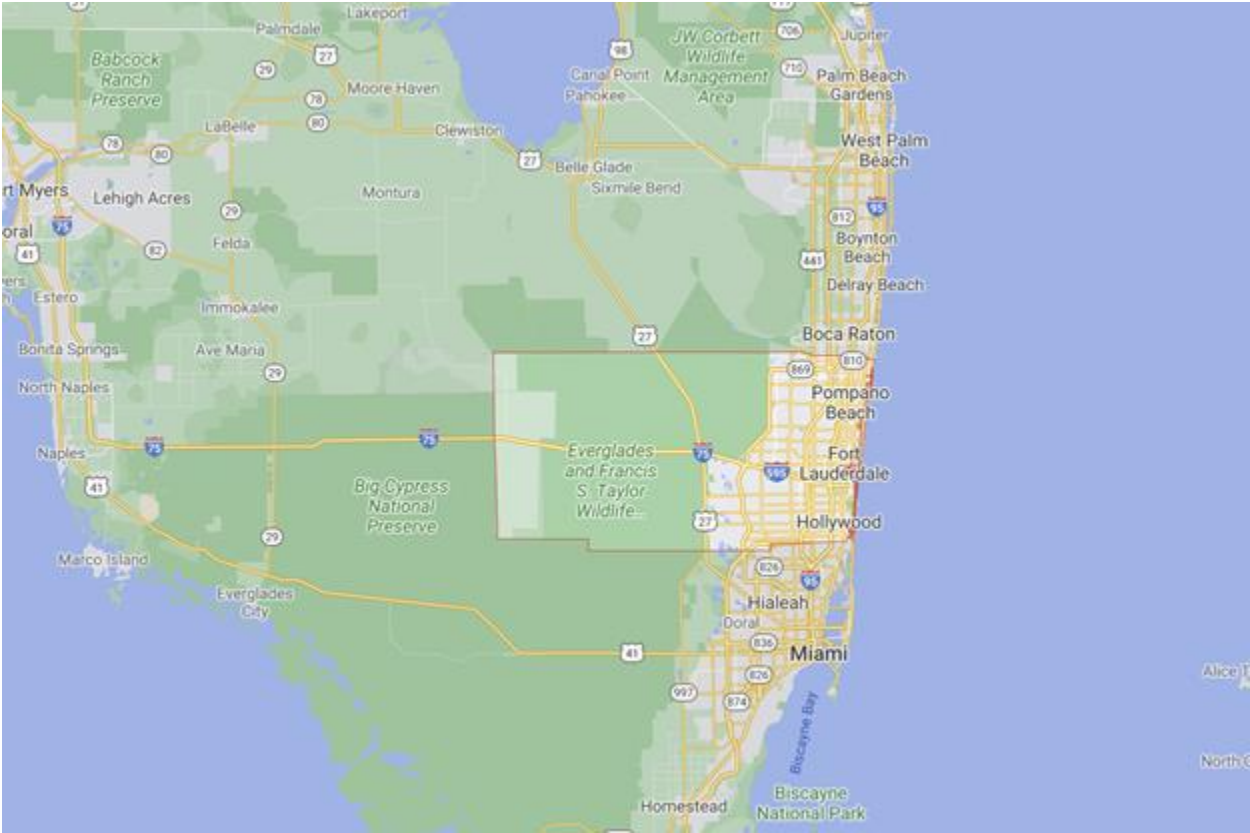
Appendix

Fort Lauderdale Multifamily Market Overview

Submarket	Inventory Units	Vacancy Rate	Under Construction Units	Market Effective Rent/Unit	Asset Value/Unit	Market Cap Rate
Central Fort Lauderdale	23,881	7.9%	3,460	\$2,663	\$427,635	4.96%
Coral Springs	20,814	6.1%	555	\$2,237	\$284,344	4.88%
Plantation/Sunrise	20,188	5.8%	1,527	\$2,250	\$297,322	4.89%
Oakland Park/Lauderhill	15,512	4.9%	811	\$1,780	\$235,882	5.22%
Pompano	14,560	5.1%	1,751	\$1,921	\$302,312	4.87%
Beach/Deerfield Beach						
Hollywood/Dania Beach	14,201	4.8%	2,304	\$1,922	\$302,940	5.16%
Pembroke Pines/West	12,273	6.1%	1,291	\$2,587	\$379,232	4.66%
Miramar						
Weston/Davie	7,885	5.5%	817	\$2,416	\$311,260	4.93%
Miramar/Hallandale	4,818	5.3%	500	\$2,045	\$311,575	5.22%
Beach						

Broward County Area Analysis

The following analysis includes pertinent aspects of the surrounding region as it pertains to the subject property. This report was compiled using data as of 2023 Q1 unless otherwise noted. Data is from a number of sources including the U.S. Bureau of Labor Statistics ("BLS"), the U.S. Bureau of Economic Analysis ("BEA"), and the U.S. Census Bureau.



Source: Google Maps

Broward County At a Glance

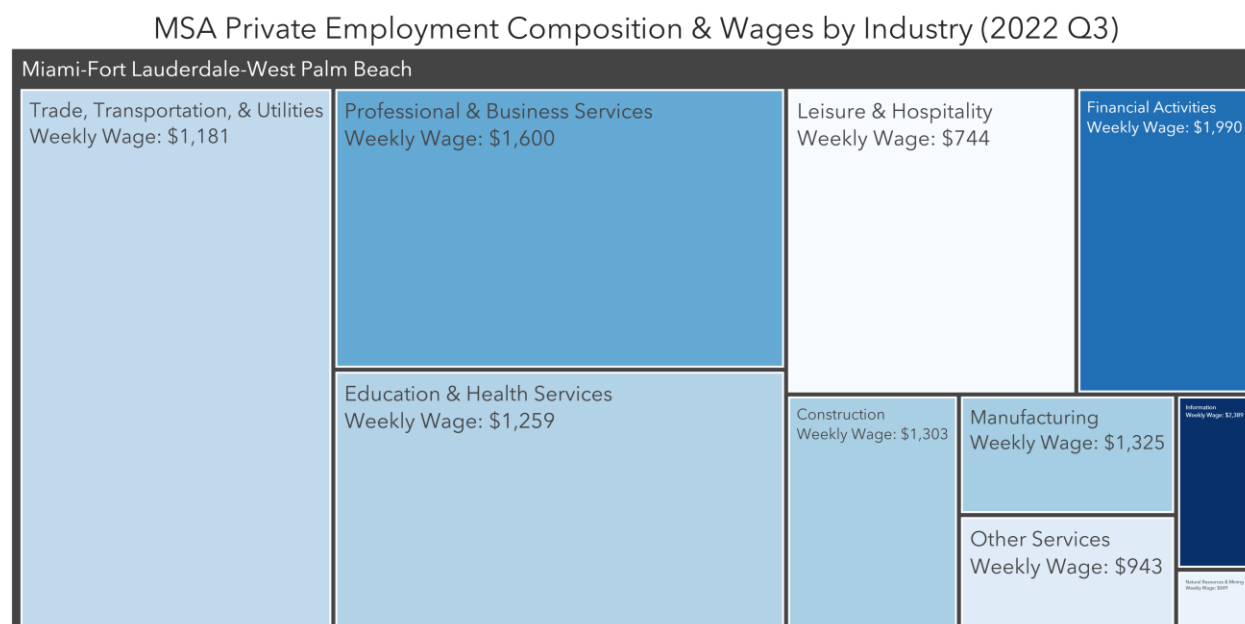
Broward County, FL is located in the southern part of the state and is home to several cities including Fort Lauderdale, Hollywood, Pompano Beach, and Coral Springs. It is a suburban area with urban influences, as it is located near Miami, FL and is part of the Miami metropolitan area. The economy in Broward County is diverse, with several major industries including tourism, trade, finance, and healthcare. The county is home to several large employers, such as the Memorial Healthcare System, Broward Health, and the Greater Fort Lauderdale Alliance. Housing options in Broward County range from single-family homes and apartments to luxury condos and waterfront properties. There are plenty of shopping and dining options available, with several major retail centers and malls in the area. Community parks and recreational facilities are abundant, providing residents with access to a variety of outdoor activities. The area offers plenty of amenities and services including 23 miles of beach, museums, performing art centers, a sports arena and nature and wildlife areas. The main airport of the area processes more than 30 million passengers per year and the cruise line terminals at Port Everglades are popular among tourists bound for the Caribbean. In terms of transportation, Broward County has several major roads and highways, including I-95, I-75, and the Florida Turnpike. The county is also served by the Fort Lauderdale-Hollywood International Airport and the Port Everglades seaport. The Broward County Transit operates several bus routes throughout the county, offering residents a convenient and affordable public transportation option.

Area Fundamentals			
Attribute	County Level Value	5 Year Annualized	Relative to Baseline (MSA)

		Growth Rate	
Employment	1,053,770	1.5%	Slower than MSA
GDP	\$104.9 billion	3.0%	Faster than MSA
Population	1,947,026	0.1%	Slower than MSA
Per Capita Personal Income	\$64,453	7.4%	Slower than MSA

Labor Market Conditions

According to the Q3 2022 Quarterly Census of Employment and Wages, Miami-Fort Lauderdale-West Palm Beach employed 2,365,212 private employees, with establishments in the Trade, Transportation, & Utilities, Professional & Business Services, and Education & Health Services industries accounting for the top three employers. These industries employ 603,272 (25.4%), 452,571 (19.1%), and 414,889 (17.5%) private sector workers in the Metro, respectively.



Source: U.S. Bureau of Labor Statistics

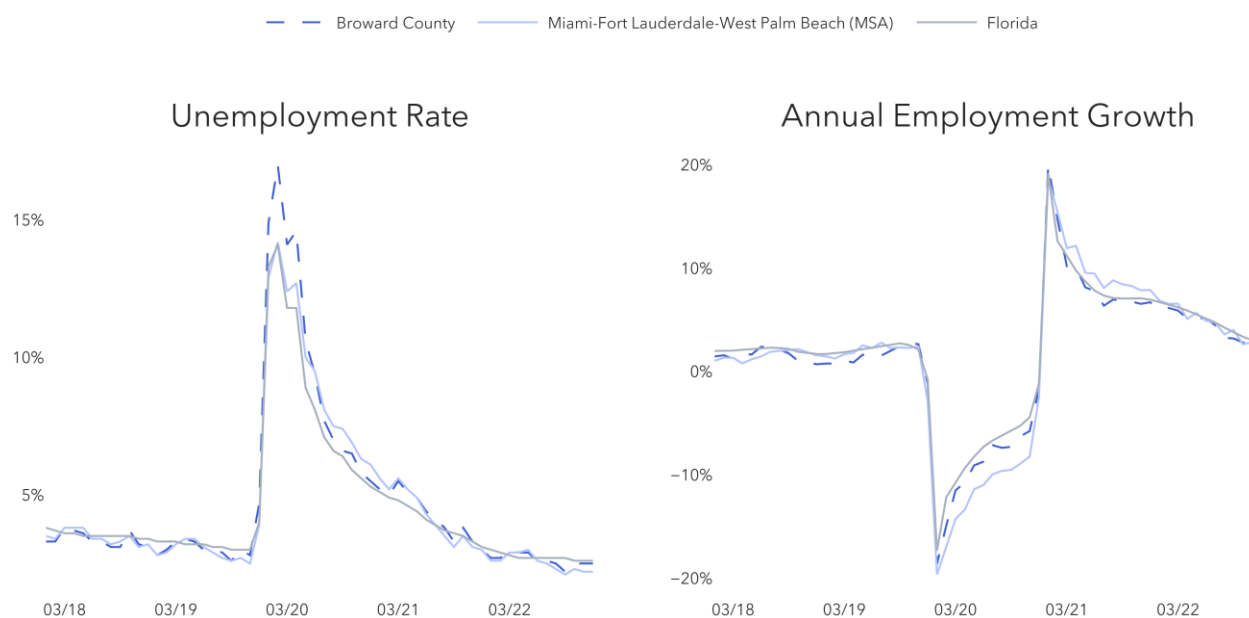
The latest data from the 2022 3 Quarterly Census of Employment and Wages, Broward County employed 835,944 employees. Establishments in the Trade, Transportation, & Utilities, Education & Health Services, and Professional & Business Services industries accounted for the top three employers. These industries employ 194,041 (23.2%), 162,187 (19.4%), and 150,334 (17.9%) workers in the County, respectively.

County Employment Composition & Wages by Industry (2022 Q3)



Source: U.S. Bureau of Labor Statistics

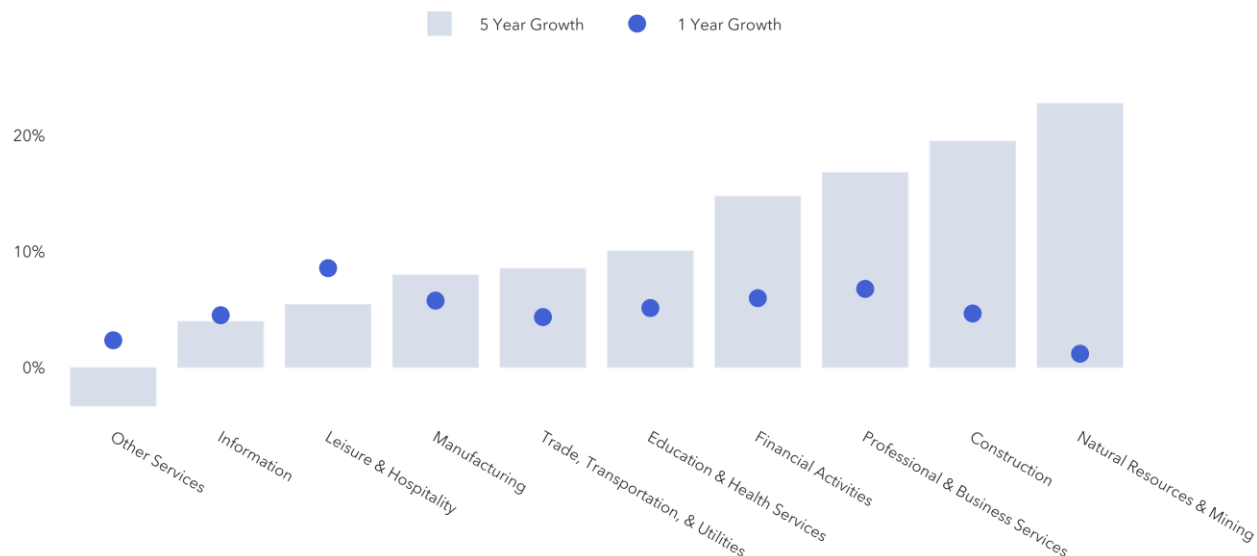
At the onset of the pandemic last spring, Broward County area employers shed 20.5% of its workforce, expanding the unemployment rate from 2.8% in February 2020 to 14.9% just two months later. The unemployment rate in Broward County has compressed over the past year to the current rate of 2.5%, just slightly above the Miami-Fort Lauderdale-West Palm Beach rate of 2.2%. As of 03/23, total employment is up 3% on a year-over-year basis. The unemployment rate has moved below its pre-pandemic level (Feb 2020) of 2.8%.



Source: U.S. Bureau of Labor Statistics

According to the Q3 2022 Quarterly Census of Employment and Wages, Miami-Fort Lauderdale-West Palm Beach Metro has experienced private employment expand 10.6% (226,419) in total over the last five years. During that time, the Natural Resources & Mining, Construction, and Professional & Business Services industries saw the strongest growth, expanding 22.8%, 19.5%, and 16.8%, respectively. Meanwhile, the Other Services Industry has experienced employment collapse 3.3% over the previous five years.

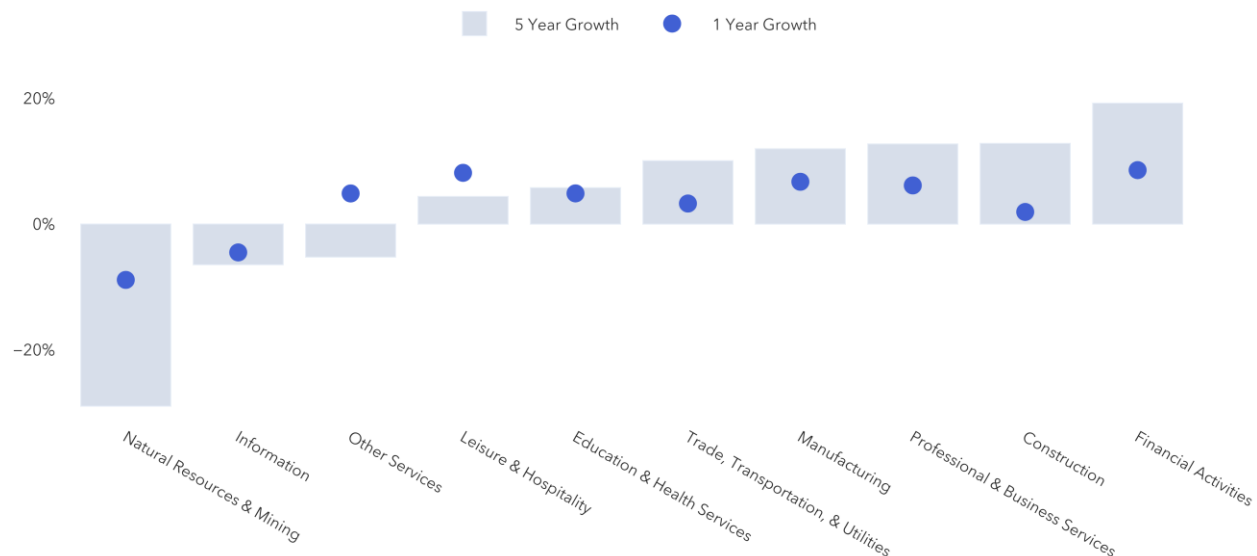
Private Employment Growth by Industry (MSA) (2022 Q3)



Source: U.S. Bureau of Labor Statistics

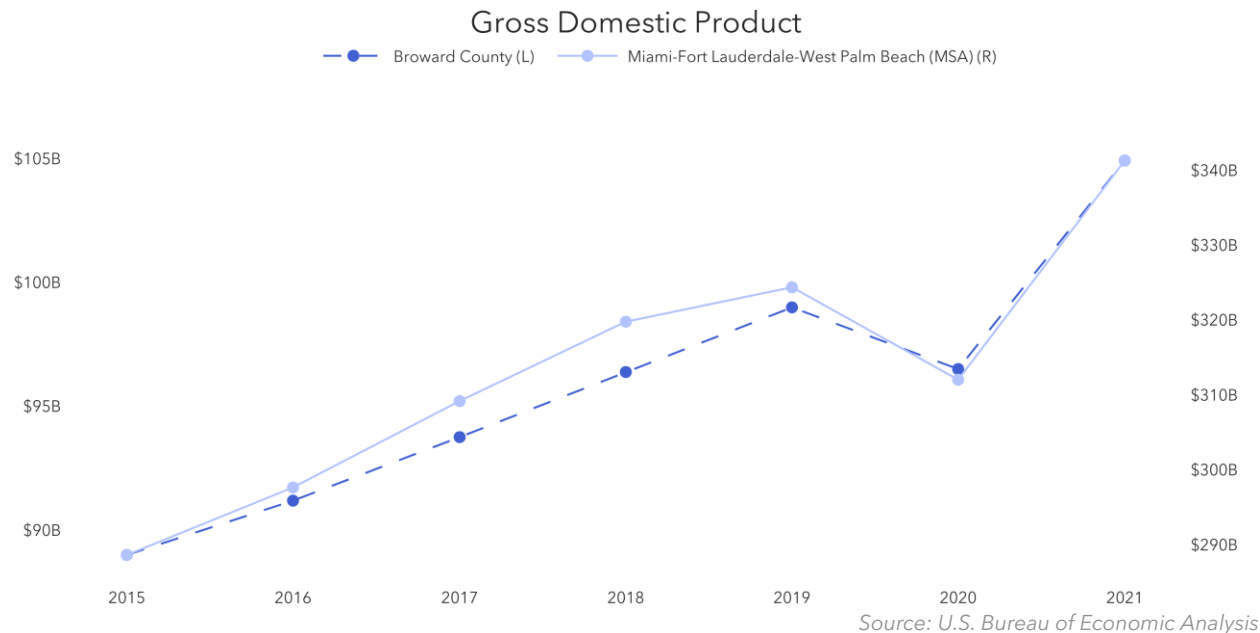
According to the Q3 2022 Quarterly Census of Employment and Wages, Broward County has experienced private employment expand 9.1% (61,423) in total over the last five years. During that time, the Financial Activities, Construction, and Professional & Business Services industries saw the strongest growth, expanding 19.2%, 12.8%, and 12.7%, respectively. Meanwhile, the Natural Resources & Mining Industry has experienced employment collapse 28.9% over the previous five years.

Private Employment Growth by Industry (County) (2022 Q3)



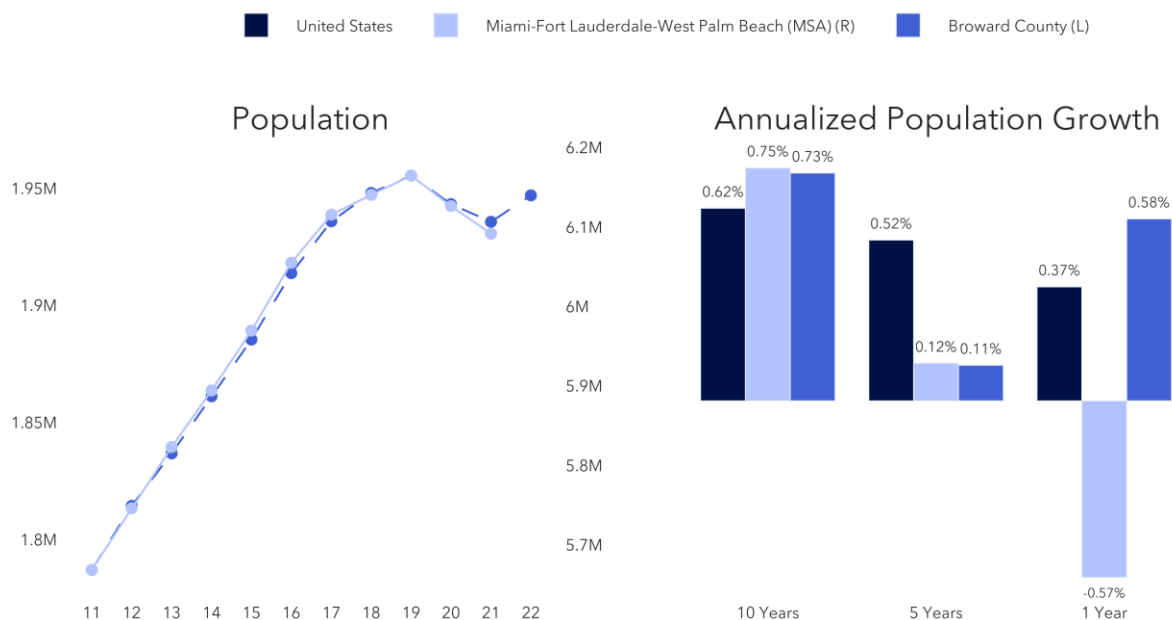
Source: U.S. Bureau of Labor Statistics

Economic Production

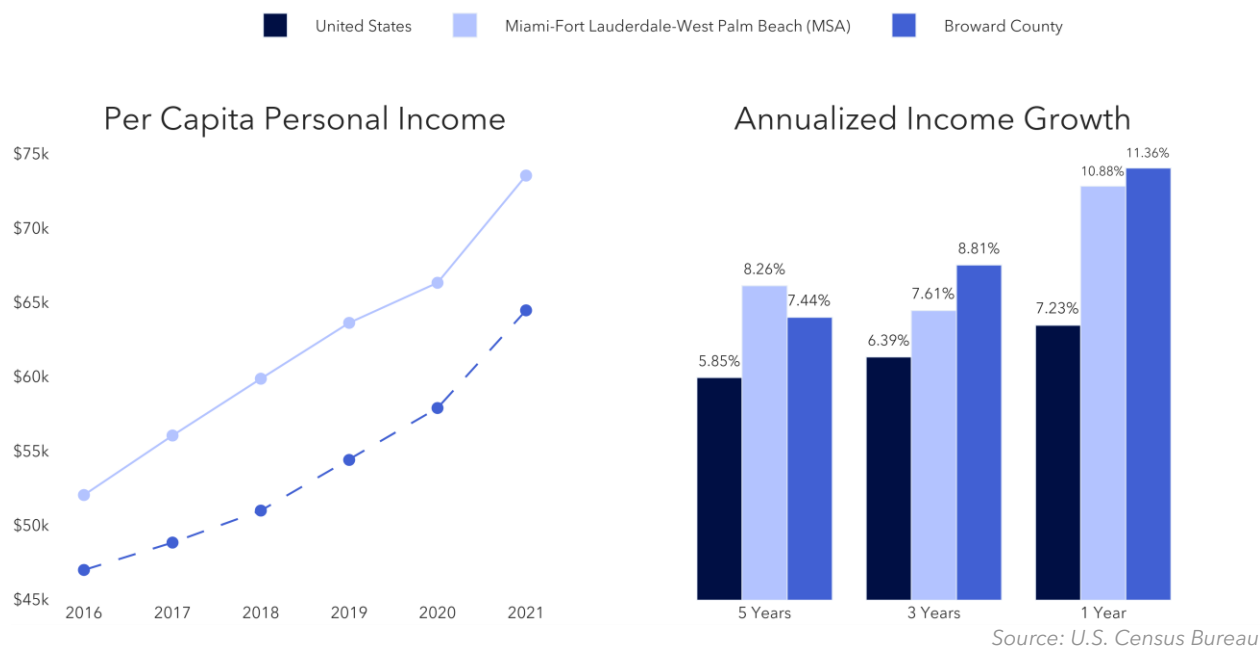


Demographics

Going back ten years, Broward County's population has expanded 0.7% per annum to the 2022 count of 1,947,026. Over the past five years, growth has declined, growing 0.1% per annum since 2017. This growth rate falls short of the Nation, which has expanded 0.5% per year over the last five years.



Going back five years, Broward County residents' per capita personal income has expanded 7.4% per annum to the 2021 level of \$64,453. Over the past three years, growth has expanded, growing 8.8% per annum since 2018. This growth rate exceeds the Nation, which has expanded 6.4% per year over the last three years.



Infrastructure

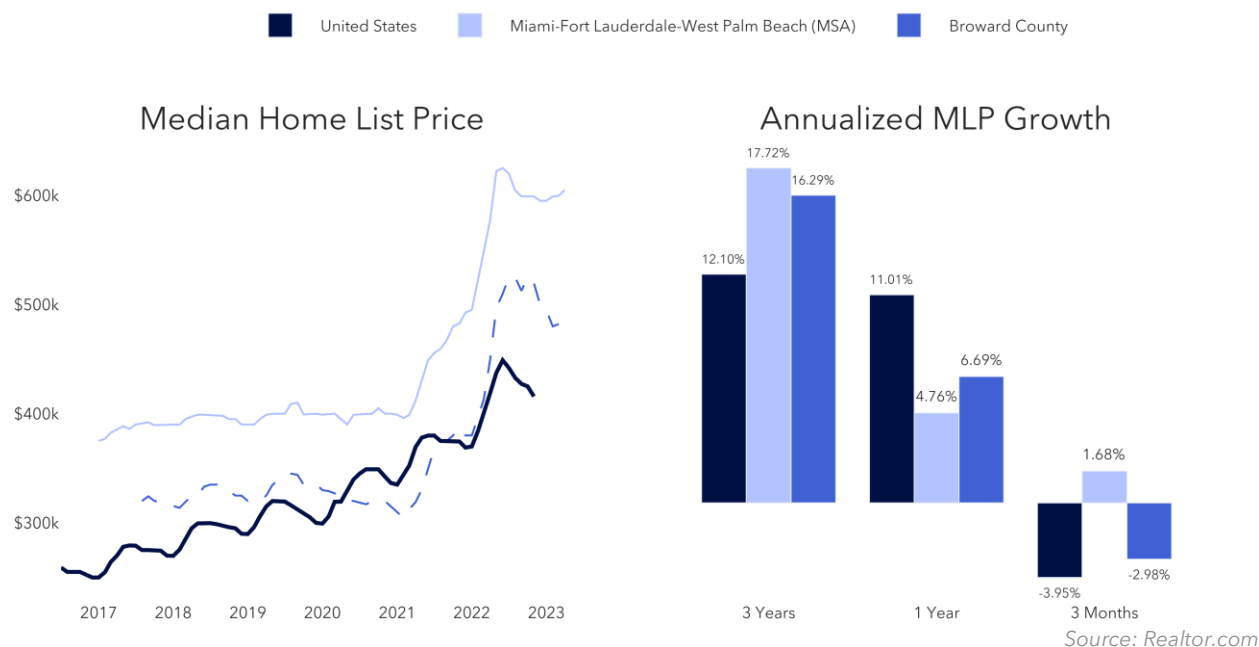
Transportation Methods

-  Major highways in Broward County include I-75, I-95 and I-595, and state roads Florida's Turnpike (SR 91), Homestead Extension (SR 821), State Road 869 (Sawgrass Expressway).
-  The South Florida Regional Transportation Authority operates the Tri-Rail, a commuter rail service that connects Miami, Fort Lauderdale, and West Palm Beach. It runs through several stations in Broward County, providing residents with a convenient option for traveling within the region. The Tri-Rail connects with other public transportation systems like Metrorail, Metromover, and Palm Tran. Brightline is a higher-speed passenger rail service that connects Miami, Fort Lauderdale, and West Palm Beach, with future plans to extend to Orlando. The Fort Lauderdale Brightline station is located in downtown Fort Lauderdale, offering a convenient option for travelers in Broward County.
-  Broward County, Florida, is served by Broward County Transit (BCT), the public transit authority that operates a network of local and express buses within the county. BCT provides transportation services to major destinations, such as shopping centers, hospitals, educational institutions, and employment centers. BCT operates more than 40 bus routes, including regular local routes, limited-stop routes, and express routes.
-  Broward County is home to several airports, with the most significant one being Fort Lauderdale-Hollywood International Airport (FLL). FLL is a major commercial airport serving the Miami Metropolitan Area and offers numerous domestic and international flights. General aviation airports include Fort Lauderdale Executive Airport (FXE), North Perry Airport (HWO), and Pompano Beach Airpark (PMP).

Housing

In 2021, historically low mortgage rates, the desire for more space, and the ability to work from home led to an increase in demand for housing. This, combined with historically low inventory levels, pushed values to record highs in most counties and metros across the Nation in 2021 and first half of 2022, with medium listing price in the US reaching a peak of \$413,000 in June 2022. However, with persistent inflation, the Fed hiked interest rates at a record pace, elevating mortgage rates over the 2nd half of the year. The sharp rise in mortgage rates has eroded housing affordability, resulting in a decrease in demand, and values. As of March, values remain up 11% over the past year, but the medium listing price in the US decreased 4% over the past three months.

In Broward County, Realtor.com data points to continued growth in values over the past year. As of 04/2023, the median home list price sits at \$480,000, an increase of 6.7% compared to an increase of 4.8% for the Miami-Fort Lauderdale-West Palm Beach Metro, and an increase of 11.0% across the Nation over the past year. With the recent sharp rise in mortgage rates, the county median list price has experienced a decrease of 3.0% over the past 3 months, compared to an increase of 1.7% for the Miami-Fort Lauderdale-West Palm Beach Metro in the same period.



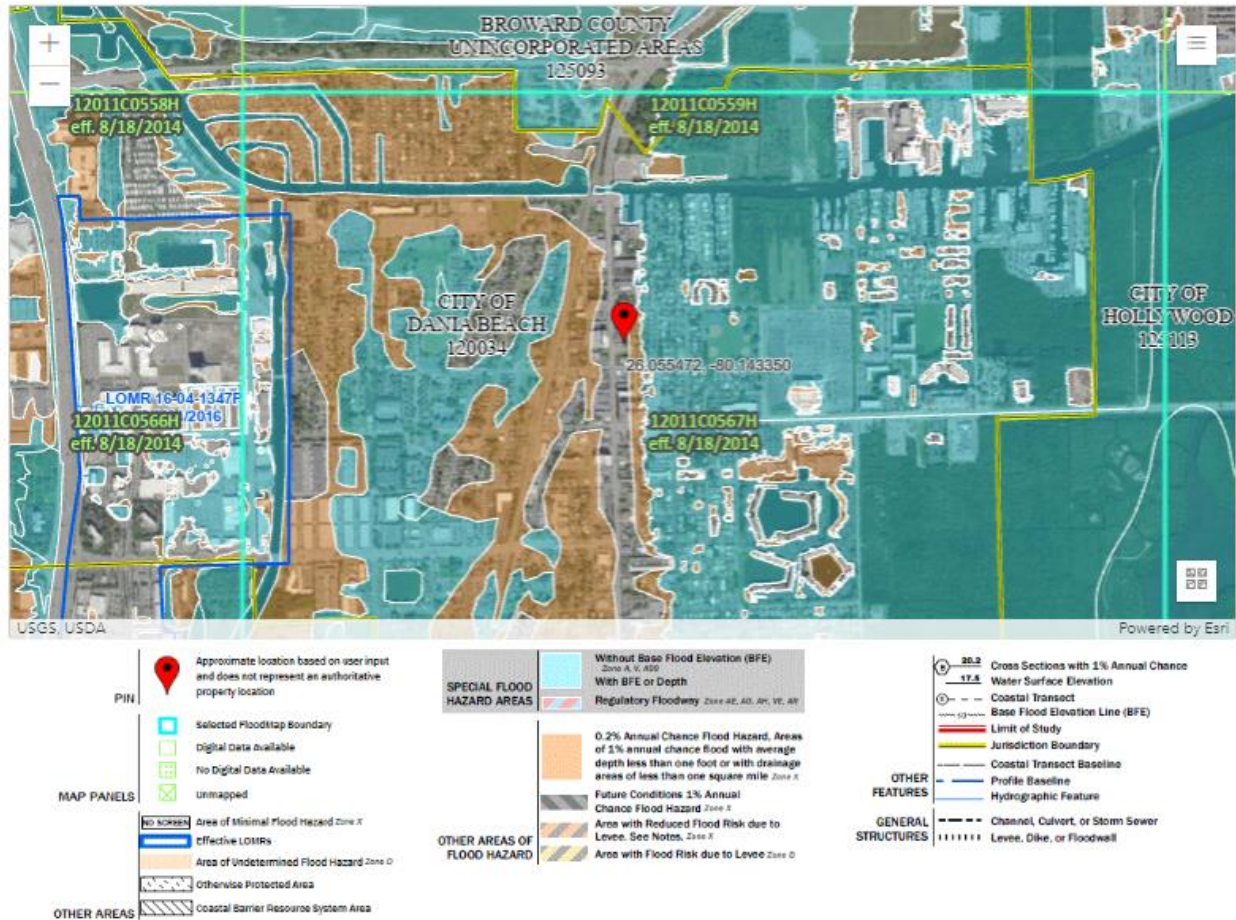
Outlook

The United States economy has recovered from the pandemic, but, with persistent levels of inflation, the Fed has repeatedly reaffirmed its commitment to fighting inflation, even at the cost of economic slow-down. Economic observers predict a mild recession over the second half of 2023, with a potential rebound in 2024.

Broward County is currently enjoying a low unemployment rate of 2.5%, which is below its five-year average. It is also lower than the state rate of 2.6% and the national rate of 3.5%. The county has been experiencing population gains, with one- and five-year annual growth rates of 0.6% and 0.1% respectively. These positive demographic trends contribute to a favorable economic outlook for the county. Broward County has demonstrated positive GDP growth over the five years leading up to the pandemic, reflecting the strength of its diversified economy. The region's key sectors, including tourism, healthcare, professional services, and technology, contribute to its robust economy and provide a solid foundation for future growth.

Flood Map

Flood Zone X



Harry C Newstreet, MAI

Senior Vice-President

Experience

Harry C Newstreet is a Senior Vice-President at Bowery Valuation who joined the firm in June 2021. Mr. Newstreet can perform a wide variety of real estate services that cover the entire spectrum of the real estate appraisal field including property appraisal, acquisition, feasibility, development and counseling, as well as in specialized areas such as expert witness testimony in condemnation for right-of-way, valuation, tax problems and other real estate matters. Mr. Newstreet has completed both form and narrative appraisals of nearly every variety of residential and commercial property, including a specialty in outdoor advertising.

Before joining Bowery, Mr. Newstreet owned and operated his own appraisal firm. He is qualified as an expert witness in Federal and State Courts in Florida, North Carolina and Pennsylvania and has performed appraisal services in the following states; Florida, Georgia, New York, New Hampshire, North Carolina, South Carolina, Tennessee, Kentucky, Washington, Alabama, Pennsylvania, Texas, Virginia, Wisconsin and Michigan.

Education

Florida State University	Bachelor of Science – December 1989
Appraisal Institute	Numerous appraisal related seminars and classes Certified by the Appraisal Institute for Continuing Education

Instructor

Florida Atlantic University	Former Adjunct Professor, College of Business, Real Estate Section
-----------------------------	--

Publications and Lectures

Appraisal Journal	Smoothing Wrinkles in the Spread: Special Assessment Issues, April 2000
SFWMMD Seminar	The Development Timeline, May 2004
FAR Convention	Appraisal Issues in CRA's, September 2004

Certifications & Professional Designations

Appraisal Institute	MAI, Designated Member
Certified General Real Estate Appraiser	Florida RZ2278

Experience

1993 - 1994	Pederson & Trask
1995	Rex Consulting
1996 - 1998	Real Property Analysts, Inc.
1998 - 2004	Newstreet-Miller & Associates
2005 - 2011	Harry C. Newstreet & Associates, LLC
2011 - 2015	Integra Realty Resources
2015 - 2016	Cushman & Wakefield
2016 - 2021	Harry C. Newstreet & Associates, LLC
2021 - Present	Bowery Valuation

