AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, NOVEMBER 14, 2017 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Presentation of recognition plaque to Bergeron Emergency Services for outstanding service to the community during the cleanup of Hurricane Irma

2. Presentation of final branding concepts by Cima Georgevich, Redline Media Group

3. City of Dania Beach Water Supply Presentation - Fred Bloetscher

4. Special Event request by Blue Ridge Farms to allow Christmas Tree sales from 11/17/2017 - 12/27/2017, at 4650 SW 30 Avenue, from 10:00 a.m. - 10:00 p.m. daily

5. Special Event request by the City of Dania Beach and the Dania Beach Lions Club for the 12th Annual Antique Motorcycle Show, to be held at Frost Park on 1/27/2018 from 10:00 a.m. - 5:00 p.m.

6. Special Event request for the City of Dania Beach Holiday Tree Lighting Event to be held at 100 W Dania Beach Boulevard on 11/30/2017 from 6:00 p.m. - 9:00 p.m.

7. Video from Family Fall Festival Event at C.W. Thomas Park - Commissioner Grace

4. PROCLAMATIONS

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

   Approve Minutes of the October 24, 2017 City Commission Meeting
   Approve Minutes of the October 25, 2017 City Commission Workshop

2. Travel Requests:

   Request from Vice-Mayor Bill Harris to attend the Florida League of Cities 57th Annual Legislative Conference in Orlando, Florida on December 6-8, 2017 (Estimated cost $913.00)

   Request from Commissioner Bobbie Grace to attend the Florida League of Cities 57th Annual Legislative Conference in Orlando, Florida on December 6-8, 2017 (Estimated cost $913.00)

3. Approve Auctioneer License for Kodner Estate Holdings, d/b/a J. Kodner Galleries, 15 S Federal Highway #13, Dania Beach, Florida 33004

   Approve Auctioneer License for Whitley's Auctioneers, Inc., d/b/a Whitley Collection, 485 S Federal Highway, Dania Beach, Florida 33004

4. Approve Legislative Package

5. RESOLUTION NO. 2017-136

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING ROADWAY IMPROVEMENTS TO VARIOUS PUBLIC RIGHTS-OF-WAY AS DESCRIBED IN EXHIBIT "A", WHICH LISTS REVISIONS TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION IMPROVEMENT PROGRAM PRIORITIES LIST, AND AMENDMENT TO THE 2040 LONG RANGE TRANSPORTATION PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2017-137

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER TREATMENT PLANT CHEMICALS (INCLUDING BUT NOT LIMITED TO FLUORIDE, ANTISCALANT, ZINC ORTHOPHOSPHATE, SODIUM HYPOCHLORITE, POLYPHOSPHATE, SODIUM HYDROXIDE, SULFURIC ACID, CALCIUM OXIDE-QUICKLIME) TO BE PURCHASED FROM VARIOUS CHEMICAL SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING, FOR FISCAL YEAR 2017-2018, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DEPARTMENT APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2017-138

   RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE A LIFEGUARD TOWER WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, FROM INDUSTRIAL DESIGN RESEARCH, INC. WHICH ITEM IS EXPECTED TO EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) FOR A SINGLE VENDOR IN A FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2017-139

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT AND VARIOUS DEPARTMENTS TO PURCHASE ITEMS FOR REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS FROM HOME DEPOT, UTILIZING THE MARICOPA COUNTY, ARIZONA GOVERNMENT PURCHASING ALLIANCE CONTRACT CO NO. 16154 (RFP AGREEMENT) FOR FISCAL YEAR 2017-2018, ENDING SEPTEMBER 30, 2018, FOR PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGETS APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2017-140

   RESOLUTION OF THE CITY OF CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE EXPENDITURE OF VARIOUS WATER METER COMPONENT PARTS AND OTHER UTILITY PIPES AND RELATED APPURTENANCES TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING FOR FISCAL YEAR 2017-2018, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2017-141

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA, AUTHORIZATION THE PROPER CITY OFFICIALS TO PURCHASE GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID, RFP E-13-17, IN AN AMOUNT THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) PER FISCAL YEAR; AUTHORIZATION SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2017-142

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING AVAILABLE UNDER RFP L-51-16 FROM THE CITY OF POMPANO BEACH CONTRACT WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2017-2018, FOR FUTURE REPAIRS THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TI BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

12. RESOLUTION NO. 2017-143

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2017-2018 ENDING SEPTEMBER 30, 2018, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

13. RESOLUTION NO. 2017-144

    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT FOR CONTINUATION OF THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE PROCURED BY THE GEHRING GROUP AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH AETNA, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2018 THROUGH DECEMBER 31, 2018 FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR MEDICARE ELIGIBLE DEPENDENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

14. ORDINANCE NO. 2017-039

    AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA REPEALING ARTICLE II ENTITLED, "REQUIREMENTS FOR CITY EMPLOYMENT", DIVISION 1. "GENERALLY", SECTION 2-27, "DISQUALIFICATIONS FOR EMPLOYMENT", OF THE CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2017-145

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA AWARDING A CONTRACT TO CUSTOM CONTROLS TECHNOLOGY, INC. FOR A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (RFP NO. 17-002) FOR CITY PUMP STATIONS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND EIGHTY EIGHT CENTS ($257,714.88); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2017-037

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

2. ORDINANCE NO. 2017-038

   AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY BCD DANIA OAKS, LLC, TO REZONE PROPERTY LOCATED AT 5501 AND 5525 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY FROM SINGLE FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000)TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS, AND PROVIDING FOR THE ALLOCATION OF 22 RESIDENTIAL FLEX UNITS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

3. RESOLUTION NO. 2017-146

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDED DEVELOPMENT AGREEMENT WITH DANIA LIVE 1748, LLC FOR THE DEVELOPMENT OF THE DANIA POINTE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Review and approve City Commission meeting dates for 2018 - City Clerk
2. MLK Activities - Mayor James
3. Charitable Donations - Commissioner Grace

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Dania Beach Housing Authority

   Mayor James - 1 appointment for a 4-year term of a resident who is current in rent in a housing project, or a person of low income who is receiving rent subsidy through a project administered by the Authority (Tiffany Carlisle's term expired October 31, 2017, and she has expressed a desire to remain on the board)

13. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders

Monday, December 11, 2017 - 6:00 p.m.	CRA Board Meeting
Monday, December 11, 2017 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Presentation

Continued from:

Requested Action (Identify appropriate Action or Motion)
City of Dania Beach Water Supply Presentation - Fred Bloetscher

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, Memo 2, BC Letters, Raw Water Supply Agreement, Raw Water Supply Addendum, Raw Water Supply 1st Amendment

Date: November 14, 2017

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

From: Robert Baldwin, City Manager

Re: Water Allocation Issues

Attached is a memorandum by our Public Services Director, Brad Kaine, and our Water Consultant, Dr. Fred Bloetscher, laying out the history and current issues related to water supply in Dania Beach. The City has been dealing with these issues since the 1980's and, despite periodic improvements, the long-term water supply prognosis remains unresolved.

Tonight, Dr. Bloetscher will give a presentation concerning our water issues including, supply and allocation, wells, South Florida Water Management District permitting/restrictions, Broward County raw water supply, Florida Power and Light allocation and possible remedies.

I have discussed this issue with this and previous City Commissions on numerous occasions. You will recall the City built a new Nano-filtration plant, rehabilitated its lime-softening infrastructure, constructed a new well, worked with the South Florida Water Management District for permits, negotiated with FPL for their raw water allocation at the Piccolo Wellfield, met with the County to ascertain their interest in purchasing the City's water utility, met with the County to increase our raw water allocation, supported the concept of the C-51 water reservoir project, and conducted many other endeavors to finally resolve our water supply difficulties.

The following are steps, among others, that are currently underway:

-seeking additional County raw water allocation from the Piccolo Wellfield
-seeking FPL's raw water allocation from the Piccolo Wellfield
-seeking the City of Hollywood's raw water allocation from the Piccolo Wellfield
-renegotiating water supply and distribution methodologies with Broward County and the Broward County Aviation Department
-exploring potable water supply alternatives with the City of Fort Lauderdale
-exploring water supply alternatives with the Seminole Tribe
-supporting State funding of the C-51 Lake Worth Water Reservoir project with the Legislature.

<u>Dania Beach's long-term water supply problems are extremely important and resolvable over time with help from other jurisdictions and organizations. A deliberate process is</u>

needed to address the long-term issues for all southeast Broward utilities. The City must continue to work diligently with our sister cities, the County, FPL, SFWMD, our city lobbyist, et. al., for a successful resolution to our problems and long-term needs.

Additional Attachments:

- Letter to Bertha Henry August 7, 2017
- Letter to Bertha Henry December 19, 2017
- Large User Raw Water Agreement between Broward County and City of Dania
- Addendum to Large User Raw Water Agreement Between Broward County and the City of Dania
- First Amendment to Addendum to Large User Raw Water Agreement Between Broward County and City of Dania

City of Dania Beach
Department of Public Services
100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

To: Robert Baldwin, City Manager

From: Brad Kaine, Director of Public Services

By: Frederick Bloetscher, Ph.D., P.E.

Date: November 9, 2017

Subject: Well I Status

Executive Summary

The City of Dania Beach currently owns and operates two wells and one water treatment plant. The current treatment facility provides water that meets all current State and Federal drinking water standards. The current wells have been producing less over the past 10 years as a result of upcoming in the Biscayne aquifer. The G and I wells are on the same site just off Stirling Road. Both operated at less than 350 gpm even though the City's permit allows 700 gpm. The City was notified by the South Florida Water Management District that increasing chlorides were a concern. The chlorides have often been above the District's 200 mg/L threshold for action due to saltwater intrusion. This has precipitated the ongoing discussions with the County and the District over the past 18 months. AS a result the District has asked that our wells be placed on standby status (as opposed to closing or abandoning the wells), while these water supply issues are resolved.

Introduction and Background

The Biscayne Aquifer is one of the most productive aquifers in the world, since its components are all very permeable and full of water. Beneath the City of Dania Beach, the Biscayne Aquifer often contains two distinct sandy, limestone beds that are generally separated by 40 to 50 feet of sand. The upper bed occurs between 40 and 100 feet below land surface (bls) and the lower bed between 110 and 200 feet bls. Generally, the water level in the Biscayne Aquifer averages 1 to 2 feet ngvd, except during extremely wet and dry periods.

The water levels in the Biscayne Aquifer fluctuate in response to rainfall, drainage, and withdrawal for irrigation and potable use. Since the Biscayne Aquifer is exposed to the surface with little in the way of confinement, the only major recharge in the area is rainfall, most of which occurs between June and October. During the winter months, the aquifer's water level continues to decline without some form of supplemental recharge. Several areas of the Biscayne Aquifer already have saltwater intrusion problems, the most

extensive occurring along the coast and the canals connected directly to the coast without salinity barrier/control structures. Dania Beach is one.

The City of Dania Beach first constructed a well in the downtown area in the 1920s. In the late 1940s, new wells were constructed on the existing water plant site, designated D, E and F. The plant itself was constructed in 1952. In the early 1980s, these plant wells began to incur saltwater intrusion. As a result, two new wells were constructed west of Ravenswood Rd on Stirling Road (designated G and H). These 65 ft deep wells had limited open holes, but were highly productive (2100 gpm), but it appears that the chloride content of the raw water is both increases with time but responds to rainfall. The plant wells D-F were discontinued, but not formally abandoned until 2010.

Because the coastal structure on the Dania Cutoff Canal is at US 441, 4 miles west of the wells, saltwater has been an ongoing concern. In 1990, realizing the eastern wells were likely to continue to degrade, the Cities of Hollywood, Dania Beach and Hallandale Beach entered into an agreement with Broward County, with support of the District, to construct a regional wellfield that would resolve all eastern wellfield issues. The County used Certificates of Participation, paid off via General Fund revenues, to construct the regional 21 MGD wellfield. The wellfield came on line in 1994. The South Florida Water Management District permitted the wellfield at 14.9 MGD average daily flow and 21 MGD maximum daily flow. The large users expected to step into the supply (i.e. not abandon current infrastructure) over the ensuing 20 years when the 20 MGD would be fully utilized. The agreement originally intended to supply 1.8 MGD to match the City's 2 MGD. Because of slower migration than anticipated, and the need for revenue, FPL was permitted to use some of the unused water in 1996. This was intended to be a temporary use (large user meeting, 1996).

In the late 1990s, Wells G& H were restricted to 2 MGD due to saltwater intrusion. The capacity of the 65-foot deep G&H wells have been reduced from 2100 to 1400 to 800 gpm in each of the last several water use permits. By 2010, the H well was no longer viable (saltwater, well issues), so a new well "I" was constructed. This well was shallower since saltwater underlies the City's wells. A monitoring well installed by the City indicated increased salinity at 55 ft one mile west of the City's wells.

The City installed well I on the same site as Well G, but it was only 40 ft deep, all in sand. The well also required a screen which impacted capacity. The well produced 250-350 gpm, which is half of what was anticipated. Concurrently the City neared an administrative hearing with the District over 0.1 MGD of future flows.

In 2010, the County and the City had reached agreement after 2 years of discussion on water supply allocations to be supplied by the regional system. The City's original agreement was 1.9 MGD and the City/County discussions in 2012 were for 2.5 MGD with the FPL reallocation. As a result, the City's current water use permit was issued in 2012 with a 1.1 MGD capacity (down from 3 MGD in 1986) for Wells G and I, a number deemed appropriate by District staff. The County's permit was not issued.

Concurrent with this permit issuance, the City was one of the first to comply with all parts of the water supply permit requirements – conservation plan, irrigation ordinances, etc. as a part of our efforts to be good stewards of the resource and comply with District desires. Residential use is under 60 gpcd, which is stellar. Half of the City's water goes to commercial use – jobs. Water use has remained low since 2007 as a result of our efforts, also a stellar effort.

In the meantime, the City has monitored chlorides in its wells for years to insure that the customers receive water that meets drinking water standards – chlorides are normally below 80 mg/L as a result of blending between the City's sources and acquired water, and to comply with permit requirements. Staff has adjusted our pumpage since 2012 to address issues with increased chlorides as a part of operations, not as a result of regulatory instruction. Currently that pumpage is about 0.5 MGD and we expect that is likely the correct value for now. This is a key parameter for City operations.

After discussions with the District in spring, 2016, the City spent the last six months working on rehabilitating Wells G and I, including a new pump and having to clear the wells. Both wells are on standby at this time. The City continues to investigating Well I further, but given the chlorides are below 80 mg/L in the blended water, we do not see the harm with blending sources.

However, the District is now proposing to restrict the County supply. The genesis of this proposal involves a rule created in response to low rainfall in the Everglades the prior summer. In early 2007, the SFWMD imposed limitations on the use of "Everglades water" to protect the Everglades. To address the immediacy of the ecosystem concerns, the SFWMD Governing Board adopted the Restriction Allocation Area Rule. The salient features of this Rule include the following: future water demands over and above the "base condition water use" will have to be provided from alternative water sources (AWS) or offset with reuse or storm water (also considered AWS). The "base condition water use" is defined as the five-year historical, highest twelve-month pumpage from this wellfield.

The District's proposal would cut the Brian Piccolo source to 11.34 MGD, and the City's Piccolo allocation to 1.1 MGD. Transferring the City's allocation, from wells G&I as discussed in 2012, would make the County supply only 1.36 MGD. Wells G and I would remain on line as STANDBY – for use in emergencies. The City, Broward County and the District all agree these wells need to be discontinued as ongoing supply, and be reserved for standby purposes only.

As we have discussed previously, the projected change to the County's water use permit greatly imperils Dania Beach's water supply sufficiency. The proposed allocation, along with losses of our wells, could mean Dania Beach has only 1.36 MGD of supply from Brian Piccolo – less than half it's 2020 demand (and 1 MGD less than current demands). Obviously, this was not what was intended when the City and County pursued the Piccolo construction in the early 1990s.

The City's near term need is 2.7 MGD and our 2060 need is 3.6 MGD. The City has been pursuing a multiple option dialogue to capture water supplies. The City is part of the C51 reservoir project (1 MGD) but this is expensive raw water and a supply we have limited faith will be permanent (just as the Piccolo water was not). We have discussed trading allocations with other users. We also received FPL's notification that they were going to rebuild the Fort Lauderdale power plant (in Dania Beach). Upon finding this out, we told them that water supply use reduction would be a critical part of the process as the City's residents need that water. We have met, and had our experts meet with FPL. We met with Bertha Henry and Alan Garcia about this a month ago. Any allocation from FPL, or reallocated from Hollywood's unused raw water supply would help the City.

Issues identified going forward include:

- The City is short water supplies 5 years from now
- The County has agreed to supply this water
- The City needs added supplies
- The City has been engaged in the C51 reservoir for over 10 years for 1.0 MGD, but agreements have not been received. The cost is steep ($4.4 million)
- The City has developed a draft plan to look at 11 potential supplies
- The County agreement for raw water does not permit a means to address potential water supply options

Conclusions

The City of Dania Beach currently owns and operates two wells. Due to ongoing saltwater intrusion issues, the District has asked the City to put our wells on standby. The County has agreed to supply water for the next five years. Our ongoing discussions with the District, the County and other agencies, along with the development of a water supply plan to be discussed with these same parties, is a result of the District raising these concerns. Well I (and G once repaired) remain in service, but in standby mode as requested by the District to mitigate saltwater intrusion. This is an area for further, ongoing discussions.

The City recognizes the concern that the District has raised. Our past history demonstrates that we take our water supply issues seriously. The City has always acted to address these concerns in a timely, but considered fashion. We have acted diligently to insure that the chlorides are not simply an operational issue (they appear to be partly so).

We also recognize the need to revise our water use permit since our allocation from Wells G and I cannot meet the 1.1. MGD allocation. However, the solution must coincide with resolving the County allocation (Hallandale is in a similar situation). Fortunately, the County indicated that they can supply all our water supply needs for at least five years.

City of Dania Beach
FLORIDA

August 7, 2017

Bertha Henry, County Administrator
Broward County Administration Office
115 S Andrews Avenue, Room 409
Ft. Lauderdale, Florida 33301

RE: City of Dania Beach Well Water Supply Concerns
Permit #: 06-00187-W

Dear ~~Ms. Henry:~~ Bertha

As we have discussed previously, the projected change to the County's water use permit greatly imperils Dania Beach's water supply sufficiency. The proposed allocation, along with losses of our wells, could mean Dania Beach has only 1.36 MGD of supply from Brian Piccolo – less than half its 2020 demand (and 1 MGD less than current demands). Obviously this was not what was intended when the City and County pursued the Piccolo construction in the early 1990s.

Our near-term need is 2.7 MGD and our 2060 need is 3.6 MGD. We have been pursuing a multiple option dialogue to capture water supplies. The City is part of the C51 reservoir project (1 MGD), but this is expensive raw water and a supply we have limited faith will be permanent (just as the Piccolo water was not). We have discussed trading allocations with other users. We also received FPL's notification that they were going to rebuild the Fort Lauderdale power plant in Dania Beach. Upon finding this out, we told them that water supply use reduction would be a critical part of the process as the City's residents need that water.

We have met with FPL, and we have come up with a means to free up 0.69 MGD of supply from Piccolo. Because the City was able to negotiate this reduction with FPL, we would like the full allocation redirected to the City of Dania Beach. That would bring our Piccolo allocation to 2.02 MGD and is, while still short of our current need, a significant improvement.

I look forward to working with the County further so that we can accomplish our needs.

Sincerely,

Robert Baldwin
City Manager

cc: Dania Beach City Commission
Fred Bloetscher, P.E.
Jacqueline Kingston, FPL
Ben Wesley, FPL
Ron Book, P.A.

City of Dania Beach
FLORIDA

December 19, 2016

Bertha Henry, County Administrator
Broward County Administration Office
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

RE: Brian Piccolo Regional WellField

Dear ~~Ms. Henry~~ Bertha:

Per our conversation a few weeks ago, I wanted to remind you of the issue that the City of Dania Beach and Broward County will have with future water supplies resulting from recent comments made by the South Florida Water Management District (District).

As you are aware, the City of Dania Beach was one of the original signatories to the regional wellfield at Brian Piccolo Park and has relied on this water to meet needs resulting from limits on our eastern wells. Four years ago, an expansion of the City's Regional Activity Center assumed that Broward County would supply the City of Dania Beach with all of its water needs over the next 20 years (3.6 MGD) from the regional wellfield.

Recently, the District reported that it is severely restricting the water availability from the regional wellfield. It appears that the District intends to cut the regional water supply to 11.34 MGD. We are further advised by County staff that the regional system will only be allowed to supply 1.19 MGD, that amount increasing to 1.36 MGD if the City is forced by the District to give up its wells. Additionally, city staff was advised that the 1.6 MGD Florida Power and Light allocation is to remain in place contrary to a prior understanding. Our current demands are 2.4 MGD, which is projected to climb past 2.7 MGD by 2020. Not only is Dania Beach losing its future supply, the City will only have half its current need.

Since the District's revised water allocation plan restricts your water supply and ours, we need to develop a mutually agreeable response as soon as possible. Failure to do so will cause further economic hardship for Dania Beach rate payers that already pay some of the highest water rates in the county. The same may be true for other municipalities that rely on the regional well-field.

I hope this provides some insight as to the City of Dania Beach's position and perhaps will initiate a discussion among all parties to a palatable, long-term water supply solution. I look forward to working with you further on this effort.

Sincerely,

Robert Baldwin
City Manager

cc: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco Salvino
Tom Ansbro, City Attorney
Brad Kaine, Public Services Director
Fred Bloetscher, P.E.

LARGE USER

RAW WATER

AGREEMENT

BETWEEN

BROWARD COUNTY

AND

CITY OF DANIA

DATE: January 31, 1990

LARGE USER
RAW WATER
AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF DANIA

KNOW ALL MEN BY THESE PRESENTS: This Agreement is made and entered into in Broward County, Florida, between BROWARD COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as COUNTY, through its Board of County Commissioners, which term shall include its successors and assigns,

AND

CITY OF DANIA, hereinafter referred to as CUSTOMER which term shall include its successors and assigns.

WITNESSETH, that for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CUSTOMER hereby agree as follows:

ARTICLE I

PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Board of County Commissioners through the enactment of Broward County Ordinance Number 84-40, have created a Water Supply Advisory Board, hereinafter referred to as WSAB, in November 1984. The purpose of WSAB is to assist in the development of a county-wide Water Supply Plan to assure future water supply needs.

1.2 COUNTY engaged the firm of James M. Montgomery, Consulting Engineers, Inc. (JMM) as the consultant to prepare the Water Supply Plan known as the Study of Water Supply and the Selection of Future Wellfield Sites in Broward County, Florida, hereinafter referred to as the STUDY, which was intended to satisfy the goals established by the COUNTY and WSAB.

1.3 The recommendations of the consulting engineer, JMM, were establishment of raw water delivery systems by the COUNTY to deliver raw water from centralized wellfields to the LARGE USERS, and related actions necessary for protection of the wellfields. The capital funding, as approved and defined by the Board of County Commissioners, for the Water Supply Program will be by the COUNTY. The OPERATION AND MAINTENANCE CHARGES and other necessary non-capital charges (renewal and replacement and administrative costs) associated with the system will be borne by the LARGE USERS.

1.4 The recommendations of the consulting engineer, JMM, were adopted by the Broward County Board of County Commissioners on December 9, 1986.

1.5 To the best of its ability, the COUNTY will have sufficient raw water transmission and

well capacity from the PROGRAM to furnish the projected raw water needs of CUSTOMER during the entire term of this Agreement, based upon the projected raw water flow schedules as provided by CUSTOMER.

1.6 CUSTOMER agrees to purchase raw water from COUNTY in accordance with the terms and conditions set forth in this Agreement.

1.7 The authority of this Agreement is by action of the Broward County Board of County Commissioners.

1.8 Broward County's Water Supply Program, hereinafter referred to as the PROGRAM, is the future water supply plan for Broward County as defined in The Study of Water Supply and The Selection of Future Wellfield Sites in Broward County, June 1986, as approved by the County Commission, including any and all approved amendments. Amendments must be approved by the WSAB and the County Commission in the same manner as initial approval of the Program.

1.9 It is recognized that any existing public water utility, by showing a demonstrated need to join the raw water supply system, may make application to the Water Supply Advisory Board (WSAB) for inclusion in the system.

1.10 Based on expected needs the PROGRAM has been phased. Phase I includes anticipated Customers as follows: City of Dania, City of Hallandale, Broward County System 3A, City of Deerfield Beach (East) and Broward County System 2A and possibly a portion of the City of Hollywood. Phase II includes anticipated Customers as follows: City of Hollywood, City of Hillsboro Beach, and additional wells and/or pipelines to meet any additional needs of Phase I Customers.

ARTICLE 2
DEFINITIONS

Unless the context specifically indicates otherwise, the following words and phrases used in this Agreement shall have the following meanings:

2.1 Words and terms related to water and wastewater shall have the definitions listed in the "Glossary - Water and Wastewater Control Engineering, 1981", published by AWWA.

a. "COUNTY"
When used herein shall mean Broward County, a political subdivision of the State of Florida as represented by the Broward County Board of County Commissioners.

b. "COUNTY FACILITIES"
This term shall mean those facilities owned or operated, or both, by COUNTY and approved by Water Supply Advisory Board as a part of the PROGRAM and ratified by COUNTY for the purpose of providing for raw water from the Biscayne Aquifer (wells) and transmitting raw water from these wells through the POINT OF CONNECTION to CUSTOMER as shown on Exhibit "A" attached hereto.

c. "CUSTOMER'S SERVICE AREA"
This term shall mean the geographic boundaries for which the COUNTY'S RAW WATER is ultimately supplied by CUSTOMER as potable water as shown on Exhibit "B".

d. "CUSTOMER'S SYSTEM"
This term shall mean the entire water supply system of CUSTOMER including wells, raw water mains, treatment facilities, storage, transmission and distribution mains, services, and all appurtenances thereto downstream of the POINT OF CONNECTION to the COUNTY FACILITIES.

e. "LARGE USER"
This term shall include all users including Broward County's Office of Environmental Services, any municipality or other public entity which operates

water treatment and distribution facilities which connect into COUNTY FACILITIES for the purpose of receiving RAW WATER and who have entered into a LARGE USER AGREEMENT (LUA) with the COUNTY and for the purposes of each LARGE USER AGREEMENT an individual LARGE USER shall be designated as CUSTOMER.

f. "LARGE USER'S ADVISORY BOARD" (LUAB)

The term Large User Advisory Board shall mean the Board that is established and composed of representatives of LARGE USERS receiving raw water from COUNTY FACILITIES, and whose function is to serve in any advisory capacity to the Office of Environmental Services regarding rates, modification to the COUNTY FACILITIES and to perform other advisory tasks related to the use of COUNTY FACILITIES. Each LARGE USER shall be entitled to one representative on said Board.

g. "BCOES"

This term shall mean the Broward County Office of Environmental Services located at 2401 North Powerline Road, Pompano Beach, Florida 33069.

h. "OPERATION AND MAINTENANCE CHARGES"

Operation and Maintenance charges shall mean the COUNTY'S reasonable and necessary expenses of maintenance, repair, and operation of the COUNTY FACILITIES, and shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance and repair, which may include expenses not annually recurring, COUNTY administrative expenses properly charged to the raw water system, and any reasonable charges for pension or retirement funds properly chargeable to the raw water systems, insurance premiums; engineering expenses relating to maintenance, repair and operation; raw water sampling cost; legal expenses, any taxes which may be lawfully imposed on the income or operations and reserves for such taxes, and any other expenses required to be paid by the COUNTY, all in accordance with the accrual method of accounting, but shall not include any deposits or transfers to renewal or replacement funds, except as provided for herein, or any deposits or transfers to the credit of the Sinking Fund, Loan Repayment Fund, and the General Reserve

Fund. Each CUSTOMER shall pay a percentage of the expenses proportional to the consumption divided by the total consumption of the COUNTY FACILITIES as defined herein.

i. "POINT OF CONNECTION"

This term shall mean the point where the CUSTOMER'S system connects to the COUNTY FACILITIES for the purpose of receiving raw water from the COUNTY FACILITIES; said POINT OF CONNECTION is described and set forth in Article 3.1 below and shown in Exhibit "A".

j. "PROGRAM"

This term shall mean the implemented recommendations for supply of raw water from COUNTY to LARGE USERS in the STUDY including amendments approved by the Water Supply Advisory Board and approved by the COUNTY.

k. "PROGRAM CUSTOMER CAPACITY"

This term shall refer to the Maximum Daily Raw Water Demand in million of gallons per day (MGD) in the year 2020 as shown in Table 3-9 of the STUDY or the modification thereof or such other flow demand substantiated by records from the CUSTOMER'S water treatment plant and operations or substantiated by growth pattern projections approved by the WSAB and approved by the COUNTY; less the permitted or desired maximum daily raw water demand supplied by the CUSTOMER'S own existing wells and shown in the year 2020 of the CUSTOMER'S initial raw water flow projections provided in Section 3.5 hereof. Said year 2020 projection should indicate CUSTOMER'S expected ultimate raw water flow needs from the PROGRAM at build-out of CUSTOMER'S SERVICE AREA.

l. "RAW WATER"

This term shall mean the untreated water extracted from the Biscayne Aquifer.

m. "RENEWAL AND REPLACEMENT FUND"

The Renewal and Replacement Fund shall be used, when necessary, for the purpose of paying the cost of upgrading or improvements to, or the significant

replacement or renewal of capital assets of the COUNTY FACILITIES, or the extraordinary repairs of said COUNTY FACILITIES. Except as provided below any amounts collected by COUNTY shall be used only for upgrading, repair, renewal, and replacements to COUNTY FACILITIES. In the event that the amount of the Renewal and Replacement Fund exceeds the amount necessary for the purposes of the Renewal and Replacement Fund as certified by a Consulting Engineer, or as provided in Section 5.1.2. such amount in excess thereof shall be used to offset OPERATION AND MAINTENANCE CHARGES.

n. "RESERVED CAPACITY"

This term shall refer to the Annual Maximum Daily Flow projection of Raw Water in MGD of the CUSTOMER'S Raw Water Flow Projections provided in Section 3.5 hereof. Such flow projection shall be as identified for year 1 of the then current CUSTOMER'S PROGRAM RAW WATER FLOW PROJECTIONS table in Section 3.5; provided, however, that flow projection must be (with the exception of the first three (3) years of projections) less than or equal to the volume shown in the fourth year projection three (3) years prior to the current table. This shall provide COUNTY a period of three (3) years to supply any increase in demand projections submitted by CUSTOMER as a revision in the raw water flow projections.

o. "STUDY"

"The Study of Water Supply and the Selection of Future Wellfield Sites in Broward County, Florida", and approved amendments thereto.

p. "TECHNICAL ADVISORY COMMITTEE"

The Water Supply Advisory Board (WSAB) may establish a "Technical Advisory Committee" consisting of members with technical and operation expertise. Each LARGE USER would have one person to serve on the Technical Advisory Committee (TAC). Such TAC member would typically be a City Engineer, Utilities Director, Public Works Director, or of similar level and background. The WSAB may also add other public agency representatives to the TAC as may be prudent and beneficial. Such members could be from South Florida Water Management District (SFWMD), United States Geologic Service

(USGS), Florida Department of Environmental Regulation (FDER) or of similar regulatory or public agency.

q. "WATER SUPPLY ADVISORY BOARD" (WSAB)
As defined in Broward County's Ordinance 84-40.

r. "WATER SUPPLY PROGRAM"
See PROGRAM

ARTICLE 3

PROVISIONS PERTAINING TO CONNECTION TO THE COUNTY RAW WATER TRANSMISSION SYSTEM

3.1 "POINT OF CONNECTION"

Both parties agree that the POINT OF CONNECTION and meter location shall be as indicated in the attached Exhibit "A".

3.2 "TRANSFER OF LAND AT POINT OF CONNECTION"

COUNTY may locate the POINT OF CONNECTION and meter location and necessary transmission facilities on property now being used by CUSTOMER for raw water transmission or treatment facilities. CUSTOMER will convey at no cost to COUNTY either the fee simple title or appropriate easement to the property needed by COUNTY for the POINT OF CONNECTION, meter location, pump stations, transmission facilities, and such interest in property as is necessary to provide ingress and egress to COUNTY to said POINT OF CONNECTION. Such property shall be of sufficient magnitude to allow for future projected expansion. Such POINT OF CONNECTION location shall be mutually acceptable and be provided by acceptable legal instrument in a form approved by both COUNTY and CUSTOMER.

3.3 "MAINTENANCE OF CUSTOMER'S SYSTEM"

Except as provided elsewhere herein, CUSTOMER agrees to construct where necessary, and to operate and properly maintain at its own cost and expense, all water mains, treatment facilities and other required appurtenances related and directly attributable to the acceptance of COUNTY-delivered RAW WATER downstream of the POINT OF CONNECTION that are necessary to properly accept raw water from the POINT OF CONNECTION to the CUSTOMER'S SYSTEM at such elevation, pressure, and not-to-exceed flow rates as described in Sections 3.5, 3.6, and 3.7 herein.

3.4 "CUSTOMER'S SERVICE AREA"

CUSTOMER agrees that it will not provide potable water outside its CUSTOMER SERVICE AREA, (Exhibit "B"), except in the case of public health, safety, welfare or emergency, (and as provided in interlocal Agreements) unless CUSTOMER receives prior approval by the COUNTY, with such approval being the subject of a written

supplemental agreement attached hereto and made a part hereof. It is agreed that such approval will not be unreasonably withheld and it is further agreed that disclosure of all contract obligations has been made by the CUSTOMER.

3.5 "CUSTOMER'S FUTURE FLOW PROJECTION"

CUSTOMER agrees that it shall annually review its needs for raw water supply and transmission service, and, with the advice and counsel of a professional engineer, project its future needs to the best of its knowledge and ability, in the format shown below.

PROGRAM RAW WATER FLOW PROJECTIONS****

Year	Annual Avg. Daily Flow (mgd)	Max. Month Avg. Daily Flow (mgd)	Annual Max. Day Daily Flow (mgd)	Peak Hourly Flow (mgd)
1*	1.0	1.2	1.4**	1.7
2	1.0	1.2	1.4	1.7
3	1.0	1.2	1.4	1.7
4	2.8	3.2	3.9**	4.7
5	2.9	3.3	4.1	4.9
10	3.5	4.0	4.9	5.9
15	4.3	4.9	5.8	7.0
20	4.3	4.9	5.8	7.0
2020	4.3	4.9	5.8***	7.0

* October 1, 1990 through September 30, 1991

** RESERVED CAPACITY

*** PROGRAM CUSTOMER CAPACITY

**** SEE ATTACHMENT 1

These projections shall serve as a reasonable estimate of the future needs of CUSTOMER and shall be used by COUNTY for the purpose of planning expansion, construction, modification, or alteration of said COUNTY FACILITIES and shall be so used by COUNTY in determining transmission and well capacity requirements attributable to CUSTOMER in COUNTY FACILITIES. In determining when to expand or modify its

facilities, COUNTY will consider recommendations of the individual CUSTOMERS, the LARGE USER'S ADVISORY BOARD, and the TECHNICAL ADVISORY COMMITTEE. COUNTY is obligated to furnish service to CUSTOMER under this Agreement which shall be limited to a PROGRAM CUSTOMER CAPACITY as established in Table 3-9 of the STUDYor the modification thereof, as substantiated either by records from the CUSTOMER'S water treatment plant operations or substantiated by growth pattern projections approved by the WSAB and approved by the COUNTY; less the permitted or desired maximum daily raw water demand supplied by CUSTOMER'S own existing wells. Said PROGRAM CUSTOMER CAPACITY shall be that shown on the CUSTOMER'S initial "Raw Water Flow Projections" as provided in Section 3.5 With the single exception of the capital funding referenced in Section 1.3, all obligations referred to as COUNTY obligations shall mean obligations fulfilled by COUNTY with the cost borne by the LARGE USERS through charges accrued by the PROGRAM. COUNTY shall have all right and power by suit or other such proceedings at law or in equity to enforce the limitation of its obligations hereunder and to prohibit CUSTOMER or its officers, agents or employees from extracting RAW WATER from COUNTY FACILITIES which exceeds the amount of demand projections indicated in the above table. CUSTOMER agrees to furnish this projection to BCOES at the time of contract execution and thereafter no later than the first day of January of each year.

3.6 "RESERVED CAPACITY"

COUNTY'S annual obligation to furnish service to CUSTOMER under this Agreement shall be limited to the RESERVED CAPACITY as established in the table in Section 3.5 hereof. COUNTY is obligated to implement PROGRAM to provide CUSTOMER with approved RESERVED CAPACITY. This term shall refer to the Annual Maximum Daily Flow Projection of RAW WATER in MGD of the CUSTOMER'S Raw Water Flow Projections provided in Section 3.5 hereof. Such flow projection shall be as identified for year 1 of the then current CUSTOMER'S RAW WATER FLOW PROJECTIONS table in Section 3.5; provided, however, that flow projection must be (with the exception of the first three (3) years of projections) less than or equal to the volume shown in the fourth year projection three (3) years prior to the current table. This shall provide COUNTY a period of three years to supply any increase in demand projection submitted by CUSTOMER as a revision in the raw water flow projections in accordance with Section 3.5

3.7 "PRESSURES AT POINT OF CONNECTION"

COUNTY agrees that, under all operating conditions, except as provided in Article 7.6 of this Agreement, the minimum pressure in COUNTY transmission main at the POINT OF CONNECTION shall be adequate to provide the RESERVED CAPACITY to the CUSTOMER'S POINT OF CONNECTION; however, such pressure shall not exceed 30 pounds per square inch. The pressure shall be agreed to by CUSTOMER and COUNTY to fit the technical situation that exists at and downstream of the POINT OF CONNECTION.

3.8 "EQUALIZATION OF DEMAND"

CUSTOMER agrees, through the use of generally acceptable utility methods, to receive a raw water flow from the COUNTY FACILITIES through the POINT OF CONNECTION, not to exceed the RESERVED CAPACITY. In the event the CUSTOMER exceeds the RESERVED CAPACITY or Peak Hourly Flow set forth in Section 3.5, then COUNTY may impose a compensatory charge to the monthly billing to CUSTOMER as provided in Section 5.2.

3.9 "COUNTY TO INSTALL METERS"

COUNTY agrees to furnish and install a raw water metering device, housing, accessories and appurtenances of a type and design selected by COUNTY sufficient to meet the CUSTOMER'S needs and to be located at the site or sites as defined in Exhibit "A" attached hereto. COUNTY shall retain ownership of the metering device, together with the housing, accessories and appurtenances thereto. In the event the capacity of the metering device becomes inadequate for the amount of flow delivered, COUNTY shall replace the meter or install such additional metering device or devices as may be necessary.

3.9.1. "COUNTY TO MAINTAIN METER"

COUNTY agrees to have an annual inspection and report prepared regarding the condition and accuracy of the metering device performed by a representative of the manufacturer or other competent entity. A copy of the annual report on meter inspection shall be furnished to CUSTOMER. CUSTOMER shall have the right to make its own meter inspection, or to have an independent meter manufacturer authorized company check the metering equipment at any time during normal business hours provided,

however, no such inspection shall be made unless CUSTOMER shall first give COUNTY written notice of its intent to have the inspection made nor shall any such inspection be made prior to forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by COUNTY. All cost and expense of CUSTOMER'S interim inspection shall be borne by CUSTOMER unless the meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case the cost and expense of such interim inspection shall be borne out of OPERATION AND MAINTENANCE CHARGES. Normal maintenance of the metering device shall be performed by COUNTY. All results of interim meter inspections shall be provided to the COUNTY.

3.9.2 "PAYMENT IN CASE OF METER INACCURACY"

Both parties agree that, should the metering equipment be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since midway between the previous meter check and the discovered inaccuracy or for a period of three months, whichever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to CUSTOMER for that period based on the average daily flow of the thirty (30) day period prior to the previous meter check. An additional adjustment shall be made after the meter inaccuracy has been corrected. Said additional adjustment shall show a credit or additional charge to CUSTOMER for that period based on the average daily flow of the thirty (30) day periods prior to the previous meter check and immediately after the period of inaccurate operation.

3.9.3 "PAYMENT IN CASE OF METER FAILURE"

Both parties agree that, if at any time the metering system shall be inoperative or in any way fails to provide information with respect to the quantity of flow from the COUNTY'S FACILITIES, CUSTOMER shall pay to COUNTY a per day amount using the average flow of the thirty (30) day period immediately prior to the period the meter was inoperative.

ARTICLE 4

PROVISIONS RELATING TO RAW WATER QUALITY

4.1 "RAW WATER QUALITY"

The COUNTY does not guarantee the quality of RAW WATER supplies, but agrees to supply RAW WATER of reasonable treatable quality. If through changing finished water quality standards, decreasing RAW WATER quality, or other causes, the RAW WATER is no longer or may no longer be reasonably treatable, an engineering study may be commissioned by the WSAB, and approved by the COUNTY, as a cost to the system, to determine the most economical method of achieving finished water quality standards.

The CUSTOMER shall have the right to terminate this Agreement, at no penalty to the CUSTOMER, if the quality of the raw water supplied to the CUSTOMER by the COUNTY is such that either of the following conditions are met and "confirmed". "Confirmed" shall mean an independent evaluation of the situations (a) and/or (b) below by a consulting engineer or public agency acceptable to COUNTY and CUSTOMER, approved by the WSAB and approved by the COUNTY. All confirmation costs to be borne by CUSTOMER.

a. The CUSTOMER can purchase treated potable water meeting all standards imposed by local, state and federal authorities at 30 percent less cost than the total cost to the CUSTOMER to purchase raw water from the COUNTY under this Agreement and to treat said raw water in the CUSTOMER'S water treatment plant to meet the current standards of water quality required by local, state and federal authorities.

b. The CUSTOMER can supply or have supplied raw water from another permitted source and can treat said raw water at such cost that the combined cost of raw water supply and treatment to meet all then current required water quality standards of local, state and federal authorities is 30 percent less than the combined cost of raw water purchase and treatment of COUNTY supplied raw

water to meet all current required water quality standards of local, state and federal authorities.

4.2 "RAW WATER SAMPLING"

The COUNTY shall be entirely responsible for having all raw water sampling tests required by statutory authorities performed at the well sites and in the transmission mains up to the POINT OF CONNECTION. CUSTOMER and COUNTY shall establish a sampling point at a mutually agreeable location at or near the POINT OF CONNECTION so that both parties may obtain samples of the RAW WATER delivered by the COUNTY to the CUSTOMER.

COUNTY agrees to provide for such right-of-way or privilege upon properties within its control as may be necessary to allow CUSTOMER access to the sampling point. CUSTOMER shall have the right to obtain raw water samples during normal business hours provided, however, no such inspection shall be made until CUSTOMER shall first give COUNTY written notice of its intent to obtain samples and type of analysis or test proposed, nor shall any such samples be obtained within forty eight (48) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by COUNTY. All costs of collecting and testing CUSTOMER requested samples shall be borne by the CUSTOMER. The COUNTY reserves the right to collect duplicate samples with the CUSTOMER. The costs of said duplicate samples shall be part of the OPERATION AND MAINTENANCE CHARGES.

ARTICLE 5

PROVISIONS PERTAINING TO CHARGES

5.1 "BASIS OF CHARGES"

Both parties agree that COUNTY shall provide raw water supply services to CUSTOMER at fees, rates and charges constituting the full cost, not to include capital cost, of such services, which shall include OPERATION AND MAINTENANCE CHARGES. Such fees, rates and charges shall be just and equitable, and COUNTY shall set the same fees, rates and charges for all LARGE USERS that are within the PROGRAM. Such fees, rates and charges shall be adopted by the COUNTY, and it shall consider recommendations of the individual CUSTOMERS and the LARGE USER ADVISORY BOARD. The COUNTY shall hold public hearings on adjustments to the rates and charges in the manner provided by law and after thirty (30) days written notice to CUSTOMER of such public hearing.

The CUSTOMER shall pay a monthly charge to COUNTY for raw water supply services provided by the COUNTY. Such charges shall include the items provided in Section 5.1.1 and 5.1.2.

5.1.1 "OPERATION AND MAINTENANCE CHARGES"

OPERATION AND MAINTENANCE CHARGES are applicable to the raw water transmission mains and well operations and facilities and appurtenances thereto. The portion of the CUSTOMER'S monthly charge attributable to such OPERATION AND MAINTENANCE CHARGE shall be based upon the actual flow used by the CUSTOMER during the billing period. Such monthly charge shall be computed as a charge per 1000 gallons passing through the meter or meters serving CUSTOMER. The rate for such per 1000 gallons charge shall be computed by dividing the budgeted annual total OPERATION AND MAINTENANCE CHARGES for each of the COUNTY'S ensuing fiscal years ending September 30 by the number of thousands of gallons of raw water which is estimated to be delivered to all the LARGE USERS of the system for that year. After the close of the fiscal year, an annual adjustment will be computed which will be based upon the actual OPERATION AND MAINTENANCE CHARGES recorded for the COUNTY FACILITIES for that fiscal year divided by the actual number of thousands of

gallons of RAW WATER provided through the system for that fiscal year. Such adjustment will be made subject to final verification of OPERATIONS AND MAINTENANCE CHARGES by annual audit performed by a Certified Public Accountant. If the annual adjustment shows that an underpayment was made by CUSTOMER, the amount due and owing shall be paid by CUSTOMER in twelve (12) equal monthly payments and shown as a separate item on the monthly bills during the next twelve (12) months after the adjustment has been made. If the annual adjustment shows that an overpayment was made by CUSTOMER, the amount due and owing CUSTOMER shall be credited to CUSTOMER in twelve (12) equal monthly installments and shown separately on the monthly bills during the next twelve (12) months after the adjustment has been determined.

5.1.2 "RENEWAL AND REPLACEMENT FUND" (R&R FUND)

A charge representing a contribution to the RENEWAL AND REPLACEMENT FUND (R&R FUND) maintained by the COUNTY shall be a surcharge of up to ten percent (10%) on each monthly bill, with such sum being deposited in the R&R Fund, with the surcharge such that the R&R Fund will be maintained at a level not to exceed five percent (5%) of the replacement cost of the COUNTY FACILITIES based upon the annual engineering report. Any amounts collected by COUNTY shall be used only for upgrading, repair, renewal and replacements to the COUNTY'S FACILITIES (as defined in Section 2.1.m). Interest accruing and any gains realized from investment of R&R FUND shall be credited to the R&R FUND.

5.2 "CHARGE FOR EXCESSIVE FLOW"

In the event that a CUSTOMER'S peak daily flow for any month exceeds the CUSTOMER'S RESERVED CAPACITY as shown in year 1 in the table in Section 3.5 for two (2) successive days then the monthly charge to the CUSTOMER shall be increased by twice (2X) the percentage that the CUSTOMER exceeds its commitment for each day thereafter that its flow exceeds RESERVED CAPACITY as shown in the table in Section 3.5. Nothing in this section shall be construed to waive or rescind any rights that COUNTY shall have pursuant to Section 3.6 relating to the limitation of COUNTY'S

obligation to provide RESERVED CAPACITY to CUSTOMER only up to the amount CUSTOMER has reserved.

In the event that CUSTOMER'S peak hourly flow for any day of the month exceeds the CUSTOMER'S projected Peak Hourly Flow as shown in year 1 in the table in Section 3.5 for two (2) successive days then the monthly charge to the CUSTOMER shall be increased by twice (2X) the percentage that the CUSTOMER exceeds its peak hourly flow commitment for each day thereafter that its flow exceeds CUSTOMERS projected Peak Hourly Flow as shown in the table in Section 3.5. If both peak hourly flow and maximum daily flow are violated within the same month only the higher penalty of the two shall apply. Nothing in this section shall be construed to waive or rescind any rights that COUNTY shall have pursuant to Sections 3.5 and 3.6 relating to the limitation of COUNTY'S obligation to provide raw water RESERVED CAPACITY to CUSTOMER only up to the amount CUSTOMER has reserved.

5.3 "REVIEWS"

COUNTY agrees that reviews of the cost of providing raw water supply services shall be made annually, based on the COUNTY'S fiscal year. The fees, rates, and charges which will be effective during the succeeding fiscal year for all LARGE USERS will be developed by the COUNTY following such annual review. In developing such fees, rates, and charges for the succeeding fiscal year, the cost of providing raw water supply services during the current fiscal year, the audited costs for the preceding fiscal year, and the anticipated changes in costs in the succeeding fiscal year, will be the preliminary basis for establishing the fees, rates and charges for the succeeding fiscal year.

5.4 "PAYMENT AND PENALTIES FOR NONPAYMENT"

Both parties agree that COUNTY shall bill CUSTOMER for raw water supply services on a monthly basis in accordance with its standard billing procedures, CUSTOMER shall pay such billings within forty-five (45) days of the date of mailing the monthly bill. Should CUSTOMER not pay within the forty-five (45) day period, CUSTOMER shall pay an interest penalty on the unpaid balance at the maximum rate allowed by State statute. Should a billing or a portion of a billing be outstanding for a period of more than sixty (60) days from the date of the original billing, then the CUSTOMER shall be considered

in default and the COUNTY, in addition to all other rights and remedies, shall have the right and power, by suit, action, mandamus or other such proceedings at law or in equity, to protect, enforce, and compel performance by the CUSTOMER and any of the officers, officials, agents, or employees of said CUSTOMER to perform and carry out its and their duties and obligations under this Agreement or applicable law.

5.5 "CUSTOMER ACCESS TO COUNTY RECORDS"

COUNTY agrees to maintain accounting records for COUNTY FACILITIES, and to have said records audited annually. COUNTY will furnish to CUSTOMER a copy of the COUNTY'S annual audit, and the most recently adopted annual budget for review. COUNTY agrees to maintain information in sufficient detail to permit CUSTOMER to ascertain the cost, as defined in Section 5.7 of raw water supply services, separate and apart from the cost of other services of COUNTY. Upon reasonable notice given by CUSTOMER, COUNTY will make available to CUSTOMER, at COUNTY'S offices, its books and records regarding operation of the raw water facilities.

5.6 "COUNTY TO HAVE JURISDICTION"

Both parties agree that COUNTY has sole and exclusive authority and jurisdiction as to administration, operation, and maintenance of COUNTY FACILITIES; establishing the annual budget, establishing and amending service fees, rates, and other charges as provided in the Broward County Code; for efficient operation and maintenance of COUNTY FACILITIES. However, with the exception of challenges to charges, COUNTY agrees to evaluate and consider implementation of the recommendations that it receives from the LUAB and TAC before making decisions in areas in which the LARGE USERS and the LUAB have an interest.

Both CUSTOMER and COUNTY agree that any LARGE USER or the LUAB may challenge the propriety of expenses charged to the operation and maintenance of the COUNTY FACILITIES through normal COUNTY budget process. However, if unsatisfied with results via the normal budget process, the LUAB may present their challenge to the Water Supply Advisory Board for their action at a public meeting and their (WSAB) recommendation to the COUNTY.

5.7 "ANNUAL AUDIT AND ENGINEERING ESTIMATES"

COUNTY shall provide raw water service to CUSTOMER at fees, rates and charges constituting the full cost, set forth herein, direct or indirect, of such services. Such cost shall include, but not be limited to, labor, material, equipment, fuel, utilities, chemicals, transportation and travel expenses, administrative expenses (including interdepartmental service costs, such as amounts attributable to services of the Finance Division, Purchasing Division, County Attorney, etc.), billing expenses, supplies, rent, insurance, employee benefits, liability and workers compensation, outside services, and any other costs of operation, maintenance, and repair to said COUNTY FACILITIES. Such fees, rates and charges shall be adopted or amended by the COUNTY only after public hearing in the manner provided by law. It is intended that fees, rates and charges to the CUSTOMER shall be based on the most recent actual or anticipated costs; however, from time to time as costs change, and as actual costs replace estimated costs, the COUNTY intends to annually review the basis upon which the prevailing fees, rates and charges have been determined.

Subsequent reviews of the cost of providing raw water supply services shall be made annually, not later than ninety (90) days prior to the end of the current fiscal year. The fees, rates and charges which will be effective during the succeeding fiscal year to the CUSTOMER, and LARGE USERS will be developed by the COUNTY following such annual review. In developing such fees, rates and charges for the succeeding fiscal year, the costs, as defined herein, during the current fiscal year, and the anticipated changes in costs in the succeeding fiscal year, will be the preliminary basis for establishing the fees, rates and charges for the succeeding fiscal year. The COUNTY shall give the CUSTOMER at least thirty (30) days notice prior to the effective date of any changes in such fees, rates or other charges. COUNTY agrees to provide the CUSTOMER with a copy of the annual audit, the annual engineering report and estimates, and the most recently approved annual budget for the COUNTY FACILITIES for review as soon as possible after completion. Upon reasonable notice given by CUSTOMER, COUNTY will make available to CUSTOMER at COUNTY'S offices, its books and records regarding operation of the COUNTY FACILITIES.

ARTICLE 6

PROVISIONS PERTAINING TO ADDITIONAL OBLIGATIONS OF BOTH PARIES UNDER THIS AGREEMENT

6.1 "COUNTY TO EXPAND RAW WATER CAPACITY"

COUNTY agrees to provide whatever expansion to COUNTY'S FACILITIES as may be reasonably necessary to provide for CUSTOMER'S future projected demand, as established herein in Section 3.5 and 3.6, provided that upon the COUNTY'S review, a facilities expansion is determined to be appropriate. Toward this objective COUNTY will make application where feasible for appropriate financial assistance from federal, state, and local programs under which said facilities and the project may be eligible. Further, COUNTY agrees to apply applicable portions of any such assistance which may be received to offset capital costs of the COUNTY system.

6.2 "CUSTOMER TO RECEIVE RAW WATER RESERVED"

CUSTOMER agrees, during the term of this Agreement, to receive up to the raw water demand projected in Section 3.5 first, prior to utilizing any other sources, with the exception of the regulatory permitted withdrawal volume from the CUSTOMER'S own wellfield(s) existing at the effective date of this Agreement. Raw water flow demands shall not exceed amounts set forth herein in Section 3.5 and 3.6, as existing or as hereafter amended, for the length of this Agreement; and COUNTY agrees to deliver such raw water demand not exceeding amounts set forth herein in Section 3.5 and 3.6, as existing or as hereafter amended, for the length of this Agreement in accordance with PROGRAM and subsequent amendments thereto, approved by the WSAB and approved by the COUNTY. It shall be incumbent upon CUSTOMER to utilize the COUNTY FACILITIES to accept raw water. CUSTOMER shall accept a minimum flow on an annual average basis of twenty (20) percent of the PROGRAM CUSTOMER CAPACITY; however such minimum flow requirement shall not exceed 2.0 MGD nor be less than 0.5 MGD on an annual average basis. Should CUSTOMER'S annual usage be less than twenty (20) percent of PROGRAM CUSTOMER CAPACITY or 0.5 MGD, whichever is greater, CUSTOMER shall be obligated to pay charges and fees as though the RAW WATER was actually provided; however, such payment shall be limited to a maximum of 2.0 MGD on an annual basis. Said payment for minimum flow be considered as an

underpayment and shall be paid by CUSTOMER as provided in Section 5.1.1.

6.3 "CHANGES IN RESERVED CAPACITY AND PROGRAM CUSTOMER CAPACITY"

If proposed flows in the table in Section 3.5 exceed the Maximum Daily Raw Water Demand as depicted in Table 3-9 of the Study said increases in RESERVED CAPACITY and PROGRAM CUSTOMER CAPACITY must have prior approval of the WATER SUPPLY ADVISORY BOARD and of the COUNTY.

6.3.1 "CHANGES BY OUTSIDE AGENCIES"

COUNTY may revise the PROGRAM RAW WATER FLOW PROJECTIONS shown in Section 3.5 if any federal, state, or local agency promulgates regulations that require a change in scheduling or flows as defined in 3.5. If there is a determination by either party that regulations requiring change in scheduling or flows are unreasonable, either party reserves the right to challenge said regulations in court.

6.3.2 "CHANGES BEYOND COUNTY'S CONTROL"

COUNTY may revise the flow schedule for such periods as are reasonable and necessary if anticipated construction is delayed for any reason beyond the control of COUNTY. The reasons for delay may be, but are not limited to, contractor delays beyond completion date or lack of acceptance or approval by regulatory agencies.

6.4 "CUSTOMER AGREES TO PAY"

CUSTOMER agrees to establish and maintain service charges or other means of obtaining funds within its CUSTOMER'S SERVICE AREA sufficient to provide monthly payments to COUNTY for raw water supply services, and that such means shall be revised as may be required from time to time to provide sufficient funds to pay any sums due COUNTY under the terms of this Agreement.

6.5 "GRANT INFORMATION"

CUSTOMER and COUNTY agree to provide each other with all necessary information pertinent to CUSTOMER'S SYSTEM and CUSTOMER'S SERVICE AREA or COUNTY'S FACILITIES which any federal, state, or local agencies shall require in an application for financial assistance in the construction of COUNTY'S FACILITIES or CUSTOMER'S SYSTEM. Further, CUSTOMER and COUNTY agree to adopt such

regulations, execute such Agreements and do such work as said federal, state, or local agencies may require as part of COUNTY'S or CUSTOMER'S application for funds.

ARTICLE 7

PROVISIONS PERTAINING TO VIOLATIONS AND EXCEPTIONS TO THE TERMS OF THIS AGREEMENT

7.1 "AGREEMENT NOT TO BE CANCELLED"

Both parties agree that each is undertaking a major obligation in that the COUNTY is providing a portion of CUSTOMER'S existing and future raw water flow requirements, and therefore each agrees with the other that this Agreement will not be cancelled on any conditions except as provided for herein in Section 4.1 or by a mutual cancellation agreement between the parties hereto, which will be a written document executed with the same formality and of equal dignity herewith.

7.2 "NOTICE OF VIOLATION"

COUNTY shall serve CUSTOMER with written notice stating the nature of any violation of this Agreement by CUSTOMER. Except as otherwise provided, said notice shall provide a reasonable time for the satisfactory correction thereof. CUSTOMER shall, within the period of time stated in such notice, permanently cease or correct all violations. CUSTOMER shall take necessary corrective action in accordance with the provisions of this Agreement and standard operating and administrative procedures. CUSTOMER shall serve COUNTY with written notice of any violation of this Agreement by COUNTY. Except as otherwise provided, said notice shall provide a reasonable time for the satisfactory correction thereof. COUNTY shall, within the period of time stated in such notice, permanently cease or correct all violations. COUNTY shall take necessary corrective action in accordance with the provisions of this Agreement and standard operating procedures.

If at any time CUSTOMER shall create any condition which COUNTY should determine destructive or damaging to any part of the COUNTY'S FACILITIES, COUNTY shall give ten (10) days written notice to CUSTOMER to discontinue such harmful operation or practice, within which period CUSTOMER agrees to comply. If any damages result to COUNTY FACILITIES the entire cost of such damages, judgments or both, resulting

therefrom shall be paid by CUSTOMER. In any event, proper, thorough, demonstrable proof of condition and damage must be provided by COUNTY to CUSTOMER in said written notice.

If at any time COUNTY shall create any condition which CUSTOMER should determine destructive or damaging to any part of CUSTOMER SYSTEM, CUSTOMER shall give ten (10) days written notice to COUNTY to discontinue such harmful operation or practice, within which period COUNTY agrees to comply. If any damages result to CUSTOMER SYSTEM, the entire cost of such damages, judgments or both, resulting therefrom shall be paid by COUNTY. In any event: proper, thorough, demonstrable proof of condition and damage must be provided by CUSTOMER to COUNTY in said written notice.

Both parties agree that no provisions contained herein shall be construed as preventing any agreement or arrangement between COUNTY and CUSTOMER whereby an unusual or uncharacteristic situation may be addressed by CUSTOMER and COUNTY.

7.3 "DISPUTE OVER CHARGES"

CUSTOMER agrees that, in the event of any continuing violations or disputes, or if the parties do not agree within thirty (30) days from the billing date upon the amount invoiced, or if the matter or a dispute continues unresolved for thirty (30) days from the billing date, the CUSTOMER shall automatically deliver to the COUNTY the amount billed. However, the amount of the bill that is legitimately in dispute shall be deposited for the payment of the invoice or invoices in escrow in an interest-bearing bank account in a banking institution designated by the COUNTY during such continuing claimed violation or dispute.

7.4 "FORCE MAJEURE"

Both parties agree that any restriction of raw water supply services, including COUNTY ability to supply and the ability of CUSTOMER to accept, resulting from an Act of God, fire, strikes, accidents, casualty, breakdown of or injury to machinery, pumps or pipe lines, insurrection or riot, or civil or military authority, shall not constitute a breach of

this Agreement on the part of the COUNTY or CUSTOMER and neither COUNTY nor CUSTOMER shall be liable to the other for any damages resulting from such restriction.

COUNTY agrees to provide maintenance such that the COUNTY FACILITIES are kept in reasonable operating condition. Until a written notice to the contrary may be received from federal, state, or local agencies, both parties agree to keep this Agreement in effect to the degree physically possible for the COUNTY to supply and the CUSTOMER to accept necessary quantities of RAW WATER regardless of pressure or quality.

Both parties agree that any increase in CUSTOMER demand for raw water supply services resulting from an Act of God, fire, strikes, casualty, breakdown of or injury to machinery, pumps or pipe lines, insurrection or riot, or civil or military authority, shall not constitute a breach of this Agreement on the part of the COUNTY or CUSTOMER and neither COUNTY nor CUSTOMER shall be liable to the other for any penalties or damage resulting from such demand increase until a written notice to the contrary may be received from federal, state, or local agencies.

7.5 "JURISDICTION OF OTHER AGENCIES"

Both parties agree that certain federal, state, and local agencies have some jurisdiction and control over water supply matters and should any such agency, excluding the Board of County Commissioners of Broward County, Florida, issue legally enforceable laws, regulations, mandates, or orders that may alter any of the terms and conditions of this Agreement, there shall be no liability on either party because of such action, provided that COUNTY shall not be precluded from making a necessary adjustment to the fees, rates and charges. It is further agreed that if any such agency shall request a change in the provisions of this Agreement that both parties will, by mutual agreement, make every effort to comply with such request. However, the terms of this section shall not preclude administrative or judicial challenge, or both, of such order by either or both parties hereto. This provision shall not be construed so as to permit CUSTOMER to terminate this Agreement.

7.6 "CUSTOMER WATER CONSERVATION PROGRAM"

CUSTOMER agrees to participate in any regulation by the Water Supply Advisory Board and approved by the COUNTY or any governmental agency including but not limited to South Florida Water Management District (SFWMD) as deemed necessary for the conservation of water.

Should COUNTY be requested or mandated to reduce volume and/or pressure of raw water supply in response to official regulatory requests or mandates, COUNTY may do so without constituting a violation of this Agreement. Also, no surcharging of fees as provided in Section 5.2 nor payment of fees for failure to accept minimum flows shall apply to CUSTOMER as a result of said regulatory requests or mandates. Each CUSTOMER shall respond to said official regulatory requests and mandates in proportion to the flow volumes prevailing at the time of said request or mandate.

Should CUSTOMER not respond to mandated reduction in flows per official regulatory requirements, COUNTY shall charge said CUSTOMER a surcharge to the entire flow volume. Said flow volume will be evaluated on a weekly basis and said charges shall be applied on a weekly basis. Said surcharge shall be triple (3) the degree to which CUSTOMER fails to adhere to the mandated cutback. For example, if a 15 percent cutback is mandated by the SFWMD and CUSTOMER'S demand is reduced by only 5 percent, a surcharge of (15%-5%)(3) = 30 percent would be applied to the entire flow volume taken by the CUSTOMER.

The disposition of such surcharge revenue shall be: first, to offset operation and maintenance charges to those CUSTOMERS who have met said mandated reduction in flows; second, only in the case where no LARGE USER meets said mandated reduction in flows, said surcharge funds shall go to offset operation and maintenance costs of BCOES.

ARTICLE 8

PROVISIONS PERTAINING TO THE ADMINISTRATION OF THIS AGREEMENT

8.1 "DATE OF BEGINNING"

Both parties agree to be bound by this Agreement as of the date of its execution. COUNTY agrees that the COUNTY FACILITIES from which CUSTOMER will receive raw water pursuant to this Agreement shall be operational within a reasonable period of time. Should CUSTOMER, through no fault of COUNTY, not avail itself of the COUNTY facilities when such facilities are available, it shall pay the applicable standby charges, as defined and described in Article 8.1.2 below.

8.1.1 "DATE OF CUSTOMER CONNECTING TO COUNTY FACILITIES"

COUNTY will keep CUSTOMER informed as to the construction schedules of those facilities necessary to serve CUSTOMER. The COUNTY shall give CUSTOMER notice of the completion date as certified by its Engineer of the construction of all COUNTY FACILITIES necessary to serve CUSTOMER and CUSTOMER shall be prepared to connect CUSTOMER system to the POINT OF CONNECTION on this completion date or within sixty (60) days of the date of this notice, whichever date is later. If construction is completed at the time of execution of this Agreement, COUNTY shall given written notice thereof to CUSTOMER who shall connect to the system within thirty (30) days of receipt of written notice. Notwithstanding whether CUSTOMER accepts its allotment of RAW WATER, it shall pay standby charges which shall commence no later than 60 days from the date of notice that RAW WATER is available to the CUSTOMER.

8.1.2 "BASIS OF STANDBY CHARGES"

Should CUSTOMER fail to accept its allotment of RAW WATER on the date above agreed upon, then COUNTY will bill and CUSTOMER will pay the monthly charges set forth in Article 5 hereof as if CUSTOMER was receiving 75 percent of its Annual Average Daily Flow as projected in Article 3.5. These revenues will remain in the appropriate Fund.

8.2 "TERMINATION AND EXTENSION OF AGREEMENT"

Both parties agree that this Agreement shall begin and bind the parties as set forth in Article 8.1 hereof and shall terminate and extend as provided for in Article 7.1.

8.3 "INVALIDITY OF AGREEMENT"

Both parties agree that the invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement which can be given effect without such invalid part or parts.

8.4 "BINDING ON SUCCESSORS"

Both parties agree that this Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by appropriate action in court, or courts, of competent jurisdiction.

8.5 "LEGAL REQUIREMENTS"

Both parties agree that all legal requirements for execution of this Agreement have been performed, and each party hereto agrees to exchange with the other certified copies of the official records of its governing body which authorize the execution of this Agreement.

8.6 "GIVING OF NOTICE"

Any notice required to be given hereunder shall be considered to have been properly given if the same has been set in writing by certified or registered mail to the following:

COUNTY:

Board of County Commissioners
C/O County Administrator
4th Floor, Broward County
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

BCOES:

Office of Environmental Services
2401 North Powerline Road
Pompano Beach, Florida 33069

CUSTOMER:

8.7 "ALL PRIOR AGREEMENTS SUPERSEDED"

This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agreed that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. 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 executed with the same formality and of equal dignity.

8.8 "EXECUTION"

This Agreement shall be executed in five (5) copies, each of which shall be deemed an original. CUSTOMER shall provide COUNTY with a copy of CUSTOMER'S Resolution or evidence of other action authorizing CUSTOMER to execute this Agreement, which Resolution or other document shall be attached hereto as Exhibit "C" and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____day of _____, 19 __, and signing by and through _____ duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

BROWARD COUNTY, through its **BOARD OF COUNTY COMMISSIONERS**

By: _____
Scott I. Cowan, Chairman

5 day of June, 1990

Approved as to form by Office of County Attorney, Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

By: _____
Assistant County Attorney

COUNTY COMMISSIONERS
CREATED OCT. 1ST 1915
BROWARD COUNTY FLORIDA

CITY OF DANIA, a municipal corporation of the State of Florida

By: _____
Charles K. McIlyea, Mayor - Commissioner

By: _____
Robert F. Flatley
City Manager

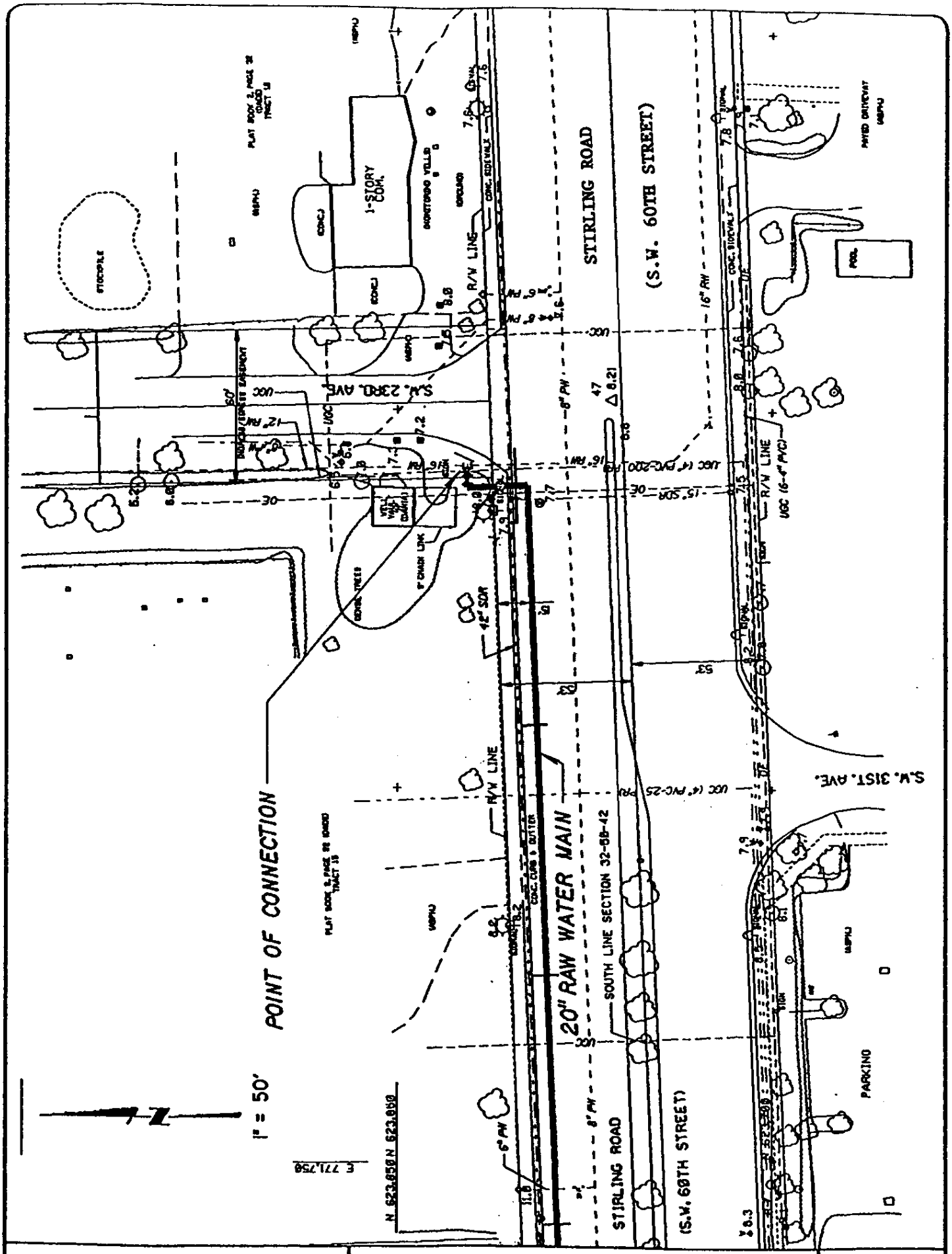
30th day of April, 1990

ATTEST:

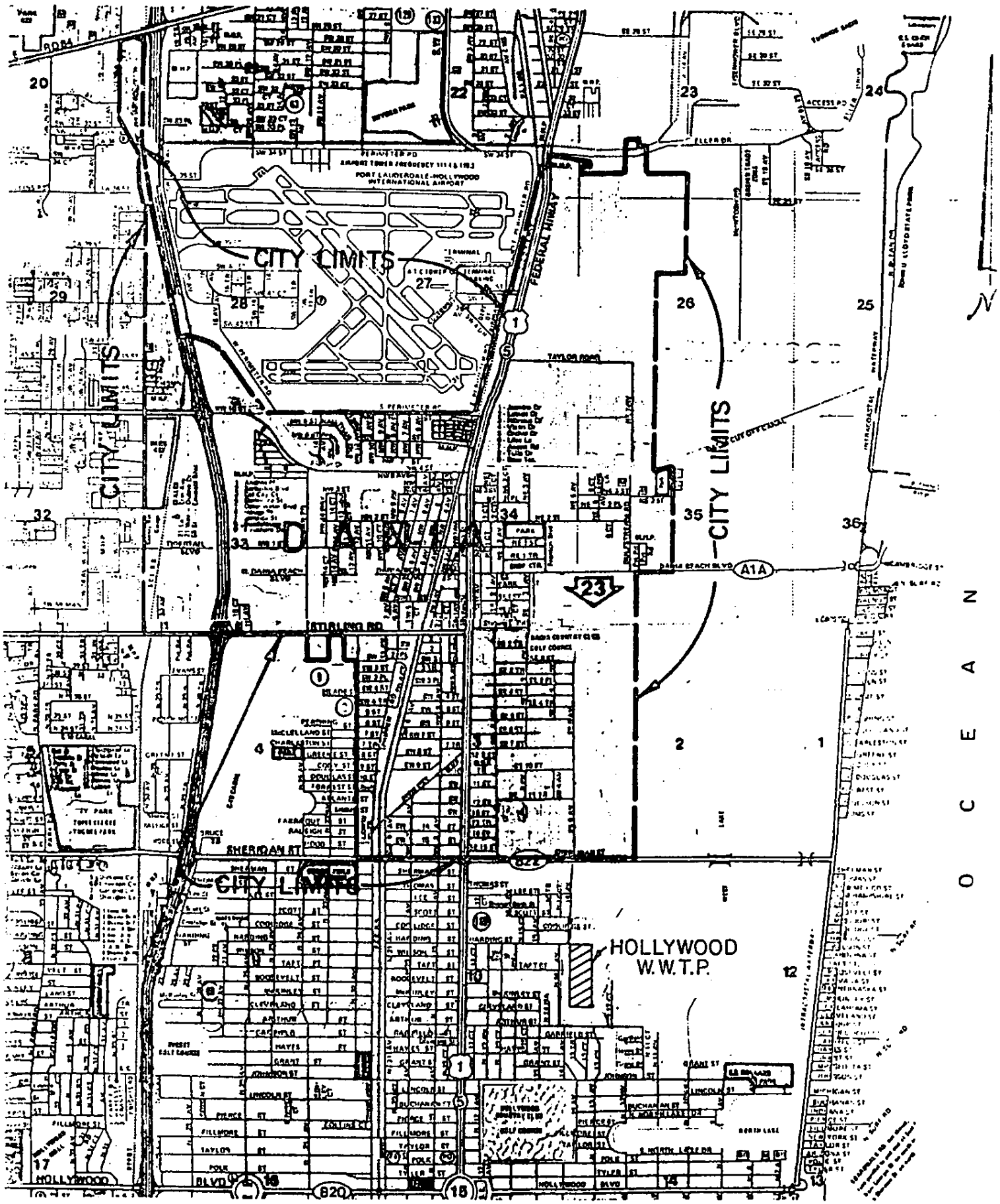
Wanda Mullikin
City Clerk-Auditor

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Frank C. Adler, City Attorney



DANIA POINT OF CONNECTION
EXHIBIT A



CITY OF DANIA
EXHIBIT "B"

ADDENDUM TO LARGE USER RAW WATER AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA

WHEREAS the City of Dania is in immediate need of raw water to supplement its own resources; and

WHEREAS the addition of water wells 5 and 6 to the Broward County 3-A wellfield will enable Broward County to satisfy this need until such time that the Centralized Wellfield is in place;

WHEREAS the Broward County Water Supply Board and the Broward County Board of County Commissioners have approved the concept of an interim arrangement to supply the City of Dania with raw water, which includes the construction of a pipeline that will become a part of the raw water supply pipeline from the southern wellfield to the City of Dania, but in the interim will convey raw water from the County's 3A wellfield to the City of Dania.

NOW, THEREFORE, in consideration of mutual terms and conditions, and until such time as raw water from the Centralized Wellfield is available to the City of Dania, each party agrees as follows:

ADDENDUM PROVISIONS

1.1 It shall be the obligation of the COUNTY to design, construct, and install raw water service lines and metered connection at the COUNTY's expense, in accordance with plans, specifications, and engineering data as submitted by a Florida registered engineer, said plans and specifications to be approved by all applicable regulatory agencies. Said raw water service lines shall be connected with said meter connection by COUNTY to COUNTY's existing raw water service lines.

1.2 CITY will convey at no cost to the COUNTY the fee simple title or appropriate easement to the property needed by COUNTY for POINT OF CONNECTION, meter location, pump stations, transmission facilities, and such interest in property as is necessary to provide ingress or egress by COUNTY to said POINT OF CONNECTION.

1.3 CITY shall reimburse COUNTY 1/3 (one-third) of the cost of construction of wells 5 and 6, payable upon completion of said construction, to cover the expense of oversizing the wells to meet the city's needs. COUNTY shall be responsible for the remaining 2/3 (two-thirds) of the cost.

1.4 Upon completion of the necessary raw water service lines and metered connection, the COUNTY shall commence to provide

a quantity of raw water to supply CITY, said quantity not to exceed one million gallons per day.

1.5 COUNTY shall provide raw water transmission service to CITY at fees, rates, and charges constituting the full cost of such service, per EXHIBIT 1.

1.6 In the event that water wells designated for the purpose of providing water to the CITY do not, for any reason, provide adequate raw water to supply CITY with its one-million-gallon-per-day allocation in addition to providing COUNTY's two-million-gallon-per-day allocation, the available raw water will be divided proportionately, 1/3 (one-third) to CITY and 2/3 (two-thirds) to COUNTY.

1.7 COUNTY shall give 60 (sixty) days' notice of date of completion of transmission lines and metered connection. CITY shall connect its system to the point of connection, and begin accepting raw water within 90 (ninety) days of the postmarked date of said notice.

1.8 This Addendum is an interim measure and shall not be construed to conflict with any provision in the Large User Raw Water Agreement to which it is attached.

1.9 This Addendum is valid only until raw water from the Centralized Wellfield is available to the CITY under the conditions specified in this Agreement, at which time this Addendum becomes null and void.

1.9 This Addendum is valid only if executed in conjunction with the LARGE USER RAW WATER AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board Action on the _____ day of _____, 19____, and the City of Dania, signing by and through the Commission of the City of Dania, duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

BROWARD COUNTY, through its **BOARD OF COUNTY COMMISSIONERS**

By: _____
Scott I. Cowan, Chairman

5 day of June, 1990

Approved as to form by Office of County Attorney, Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

By: _____
Assistant County Attorney

COUNTY COMMISSIONERS
CREATED OCT. 1ST 1915
BROWARD COUNTY FLORIDA

CITY OF DANIA, a municipal corporation of the State of Florida

By: _____
Charles K. McElyea,
Mayor - Commissioner

ATTEST:

Wanda Mullikin
City Clerk-Auditor

By: _____
Robert F. Flatley
City Manager

30th day of April, 1990

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Frank C. Adler, City Attorney

FIRST AMENDMENT TO
ADDENDUM TO
LARGE USER RAW WATER AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA

FIRST AMENDMENT TO
ADDENDUM TO
LARGE USER RAW WATER AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA

This is a First Amendment to Addendum to Large User Raw Water 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, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY previously entered into a Large User Raw Water Agreement ("Agreement") and an Addendum to Large User Raw Water Agreement ("Addendum"); and

WHEREAS, Section 1.3 of the Addendum included a provision that obligated CITY to reimburse COUNTY for 1/3 (one-third) of the cost of construction of wells 5 and 6, payable upon completion of said construction, to cover the expense of oversizing the wells to meet CITY's needs; and

WHEREAS, the completion of the pipeline connecting wells 5 and 6 to CITY's water treatment plant was not completed as originally scheduled due to factors beyond both parties' control; and

WHEREAS, CITY is now receiving raw water from wells 5 and 6; and

WHEREAS, CITY did not have access to water from wells 5 and 6 for the length of time anticipated when the Agreement and Addendum were executed;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

1. Section 1.3 of the Addendum is hereby stricken in its entirety, and replaced with the following language:

   1.3 ~~CITY shall reimburse COUNTY 1/3 (one-third) of the cost of construction of wells 5 and 6, payable upon completion of said construction, to cover the expense of oversizing the wells to meet the city's needs. COUNTY shall be responsible for the remaining 2/3 (two-thirds) of the cost.~~

   CITY shall reimburse COUNTY FORTY-FOUR THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND TEN CENTS ($44,686.10) representing 1/6 (one-sixth) of the cost of construction of wells 5 and 6. CITY shall make payment within thirty (30) days after approval and execution of this Amendment.

2. Except as modified herein, the Agreement and the Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to Addendum to Large User Raw Water Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 14th day of June, 1994, and CITY OF DANIA, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Chair

14th day of June, 1994.

Approved as to form by
Office of County Attorney
Broward County, Florida
JOHN J. COPELAN, JR., County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By _____
MICHAEL J. KERR
Assistant County Attorney

FIRST AMENDMENT TO ADDENDUM TO LARGE USER RAW WATER AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA

CITY

WITNESSES:

Rhona Lipman

Charlene Saltalamacchia

ATTEST:

Wanda Mulkin
City Clerk

(CORPORATE SEAL)

CITY OF DANIA

By _____
Mayor-Commissioner

17 day of May, 1994.

By _____
City Manager

17 day of May, 1994.

APPROVED AS TO FORM:

By Earl C. Adler
City Attorney

MJK/eb
DANIA.A01
04/08/94
#90-170.03

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)
Special Event request by Blue Ridge Farms to allow Christmas Tree sales from 11/17/2017 - 12/27/2017, at 4650 SW 30 Avenue, from 10:00 a.m. - 10:00 p.m. daily

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission, Special Event Application, Fire Marshal Review

City of Dania Beach

Parks and Recreation Department

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

Date: November 14, 2017

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

By: Mark Felicetty, Parks and Recreation Director

Subject: Christmas Tree Sales by Blue Ridge Farms - 2017

Event Date: November 17, 2017 – December 27, 2017

A special event is requested by Blue Ridge Tree Farm to allow Christmas tree sales from November 17, 2017 – December 27, 2017 at 4650 SW 30 Avenue from 10:00 a.m. to 10:00 p.m. daily.

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. - Lt. Suarez	***See attached comments.***	
BSO Police Dept. - Lt. Manfre	Approved as requested.	
Code Enforcement - Eric Walton	No issues, they would just need to get a BTR from finance if they do not have one.	
Community Dev. - Julio Briceno	Building permit required for the tent.	
Community Dev. - Corinne Lajoie	No issues raised.	

City Attorney - Tom Ansbro	No issues raised.	
HR/Risk Mgmt. - Kristin Milligan	No issues raised.	
Parks & Recreation - Mark Felicetty	No issues raised.	
Public Services - Ronnie Navarro	No issues raised.	

City of Dania Beach

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

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

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

Event Name, Date, and Time: BLUE Ridge tree Farm NOV 20 Till Dec 25 10 AM to 10 PM

*Brief Description of the Event: Selling Christmas trees

Address/Location of Event: 4650 SW 30 AVE Dania

Event Coordinator: Kevin Blakeman

Telephone #1: 203-494-8540 E-mail Address:

Telephone #2: Fax:

Additional Contact Person for the Event: Miriam Tamayo

Telephone #1: 954-479-6138 E-mail Address:

Telephone #2: Fax:

Organization or Sponsor of Event: Kevin Blakeman

Address: 3565 Kent dr Naples FL 34112

City, State, Zip Code:

Telephone: 203-494-8540 Fax: Cell:

Is this a Non-Profit Organization? [X] Yes [ ] No Tax ID #:

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

Date of Incorporation: State of Incorporation:

Federal ID #:

Authorizing Official for the Organization: Kevin Blakeman

Telephone #1: Same E-mail Address:

Telephone #2:

Authorizing Official for the Organization:

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

***Property Owner:** Community Bible Church

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

Is the letter attached? ☐ Yes ☒ No

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

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

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

If so, Indicate the city location of last event: Same 3650 S.W. 30 AVE.

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

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

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Set UP NOV 18	11/17 or 18	9: AM	5: PM	
Selling NOV 20	11/20 or 21	10: AM	10: PM	12

Anticipated Date and Time to Begin Set-Up: NOV 17 - 17

Anticipated Date and Time for Completion of Break-Down: DEC. 26 or 27

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

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

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

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

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

***Are you requesting to fence the event area?** ☐ **Yes** ☒ **No**
Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ☒ **Yes** ☐ **No**
****Please Note*** **-** All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardency and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ☐ **Yes** ☒ **No**
****Please Note*** – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

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

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

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

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

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
	N/A			

***Will a stage(s) be used in this event?** ☐ **Yes** ☒ **No**
*Please note Fire Extinguisher Requirement in the next question.

***Do you have adequate fire extinguishers for this event?** ☒ **Yes** ☐ **No**
****Please Note*** **-** Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

***Will there be concessions or sales of food at this event?** [ ] **Yes** [X] **No**

Please specify: _____

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

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

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

SMALL GrILL Personal use

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

- [ ] N/A
- [ ] Electric Grill(s); #____
- [ ] Gas Grill(s); #____
- [X] Charcoal Grill(s); #____
- [ ] Smoker Grills(s); #____
- [ ] Grease Fryer(s); #____
- [ ] Oven(s); #____
- [ ] Electric Range Burner(s); #____
- [ ] Gas Range Burner(s); #____

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

***Does each cooking appliance have its own dedicated Fire Extinguisher?** [X] **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?** [X] **Yes** [ ] **No**
****Please Note*** **-** Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands or bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

***Will there be sales of alcohol at this event?** [ ] **Yes** [X] **No**
****Please Note*** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: [X] **N/A** [ ] **Beer** [ ] **Wine** [ ] **Liquor** [ ] **Mixed Drinks** [ ] **Other:** _____

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

Other: _____

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

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

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

Please Specify: Christmas trees

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

*If yes, please describe: _____

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

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

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ **Yes** ☐ **No**
****Please Note*** – An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will recreational vehicles be used for temporary overnight housing?** ☒ **Yes** ☐ **No**
****Please Note*** – Indicate the locations of these on the site plan.

***Will there be any use of pyrotechnics or fireworks displays at this event?** ☐ **Yes** ☒ **No**
****Please Note*** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

***Will there be use of any Grandstands or Bleachers for seating at this event?** ☐ **Yes** ☒ **No**
****Please Note*** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

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

If so, How many? 1 ☐ N/A
****Please Note*** – Provide the locations of all sanitary facilities on the site plan.

***Is there a request for any temporary signage for this event?** ☐ **Yes** ☒ **No**
****Please Note*** – **Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.**

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

If yes, please explain: _____

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

> Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be $84.42 per hour, per person (3 hour minimum).
>
> The cost of apparatus is as follows:
> Rescue Truck - $32.00 per hour
> Engine (1500 gpm) - $71.00 per hour
> Ladder (1500 gpm) - $80.00 per hour

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

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

Kevin Blakeman
Signature of Applicant

OWNER
Title

Kevin Blakeman
Print name of Applicant

10-2-17
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 200____.

by _____, who is personally known to me, or, if not, such person produced the following form of identification:_____.

NOTARY PUBLIC

My Commission expires: _____

My Commission number: _____

SPECIAL EVENT APPLICATION / PERMIT FEES

$100.00 Beach Weddings

$150.00 All Other Events

$280.00 Special Events Involving Fire Inspections

$100.00 Private Parties (over 26 participants)

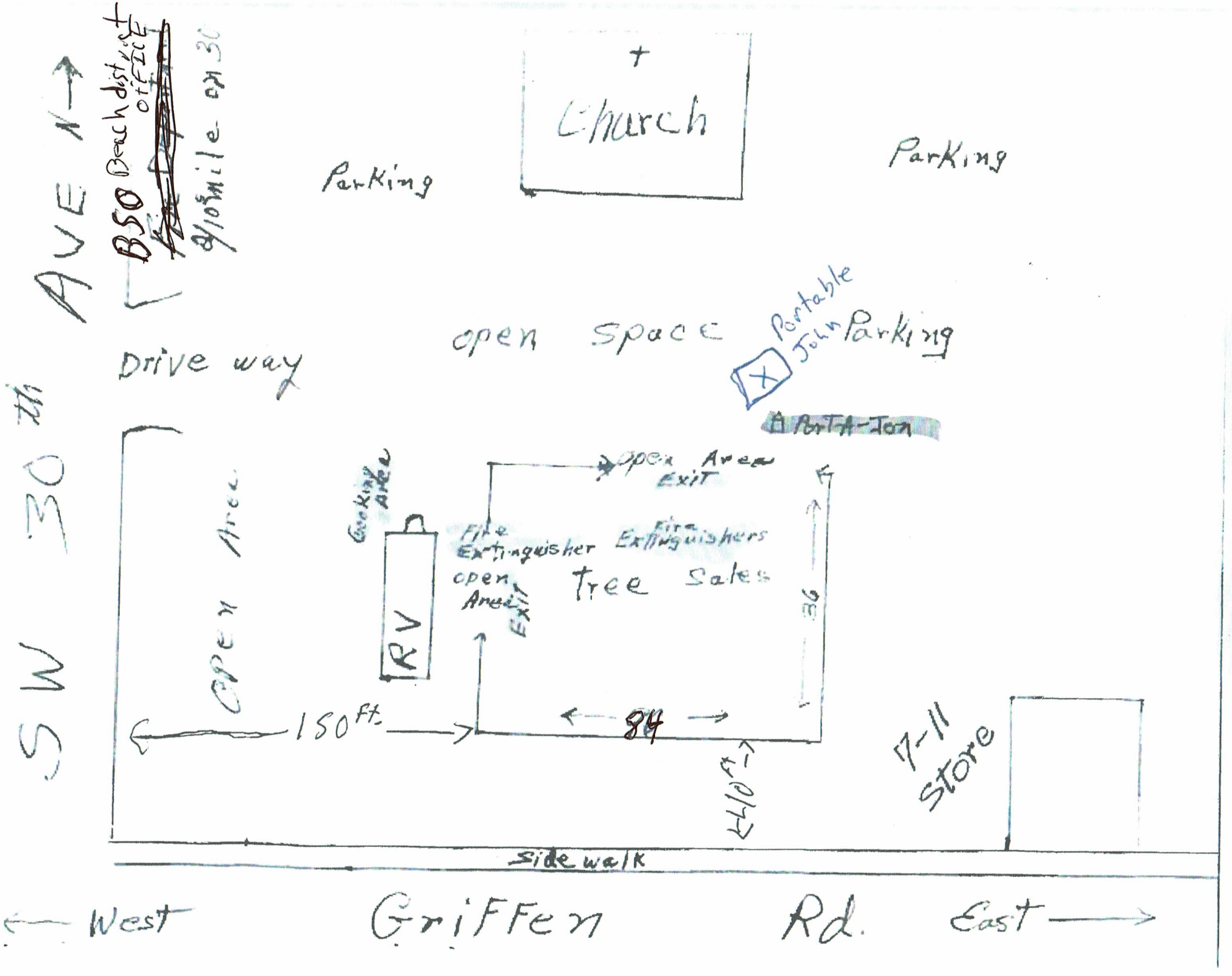
$50.00 Small Parties (under 25 participants)

Special events requiring the use of Broward Sheriff's Office shall require advance payment of the applicable special detail rate.

Special Events requiring the use of personnel from the Fire Department or the use of City Lifeguards shall require advance payment of the applicable overtime rate.

A late fee of $75.00 will be assessed for any application that is received by the City sixty (60) days or less before the date (or starting date) of the event.

Rental rates are subject to the applicable 6% sales tax.


SW 30th AVE N
BSO Beach dist. OFFICE
8/10 mile on 30
Church
Parking
Parking
Drive way
open space
Portable John Parking
Portatoon
Open Area
Cooking Area
Open Area Exit
Fire Extinguisher
Fire Extinguishers
open Area Exit
Tree Sales
RV
150 ft.
84
36
40 ft.
7-11 Store
Sidewalk
West
Griffen Rd.
East

Certificate Of Flame Retardancy

This is to certify the following fabric(s) have been treated with flame retardant chemicals.

pattern	color	yardage
Shade Material	Black	

Meets: NFPA 701 Specifications
S/M: Christmas Tree Shade

Customer Allan Blaken

SCHNEIDER
TEXTILE FINISHING

date 10/8/15

number 155244

2424 Converse
Dallas, TX 75207
(214) 638-6511

signed

BROWARD SHERIFF'S OFFICE
Department of Fire Rescue & Emergency Services
Fire Marshal's Office
Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

Permit Application Number

Job Site Name: Community Bible Church

Job Site Address: 4650 SW 30th AVE. Suite / Bay

Architect: Phone:

Email:

Contractor: Phone:

Email:

Work Description / Scope of Work:
Build a 36X84' Poll Bld. with 4X4 / Bracing / Shade cloth / Lights ETC.

Job Value: $

Group Occupancy: Construction Type:

Square Feet: Occupant Load:

IF THE ABOVE INFORMATION IS NOT FILLED OUT COMPLETELY, THE PLAN WILL BE REJECTED.

The following section is for Building and Fire Department use only.

☐ Double Fee for Work Being Done Without Permit

Review Date	Signature						
		☐Approved	☐Rejected	Plan Review Fees $	☐ I	☐ RR	☐REV
		☐Approved	☐Rejected	Plan Review Fees $	☐ I	☐ RR	☐REV
		☐Approved	☐Rejected	Plan Review Fees $	☐ I	☐ RR	☐REV
		☐Approved	☐Rejected	Plan Review Fees $	☐ I	☐ RR	☐REV
		☐Approved	☐Rejected	Plan Review Fees $	☐ I	☐ RR	☐REV
		☐Approved	☐Rejected	Plan Review Fees $	☐ I	☐ RR	☐REV

Applicable Inspection Fees

Inspection Type:	Fee $	Inspection Type:	Fee $
Inspection Type:	Fee $	Inspection Type:	Fee $
Inspection Type:	Fee $	Inspection Type:	Fee $
Inspection Type:	Fee $	Inspection Type:	Fee $
Inspection Type:	Fee $	Inspection Type:	Fee $

Notes:

Department of Fire Rescue & Emergency Services - Fire Marshal's Office

Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: **Blue Ridge Tree Farm Sales**
Event Date(s): **November 17th 2017 – December 26th 2017 10am – 10pm**
Event Location: **4650 SW 30th Ave, Dania Beach**
Event Reviewed By: **Lt. Suarez** Date of Review: **10/16/17**

☐ **EVENT IS APPROVED** ☒ **EVENT IS APPROVED WITH CONDITIONS (See Below)**
☐ **EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below)** ☐ **EVENT HAS BEEN DENIED BY THE FIRE MARSHAL**

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

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

☐ **Crowd Control / Management Plan** – Provide a written plan as to how crowd management will be obtained. Include the number of personnel being utilized to achieve maintaining the Maximum Capacity within the structure and the locations where these personnel will be stationed. Include the locations of all ingress and egress locations for the structure / building. In addition, provide the mechanism or method that will be utilized for maintaining an accurate count of the number of persons inside the structure at all times. Please be sure to include the Maximum Capacity assigned to the structure or building on this plan and ensure that adequate signs are obscurely posted in the structure of building. This Crowd Control / Management Plan must be approved by the Fire Marshal prior to the event.

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

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (Note: Minimum spacing requirements between tents utilized for cooking shall be 10 feet).

☒ **Tent/Canopy Egress Plan Required** – Provide an egress plan for Tents / Canopies to indicate all the following: Locations of Exits, Locations of all exit signs and emergency lighting, aisle spacing, table and seating arrangements (Including spacing between tables, chairs, etc.), locations of any service area including but not limited to bars and food, locations of any stage, DJ, band, etc.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.

☐ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.

☐ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☐ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☐ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☐ **Grease Fryers**

> **Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.
> **Grease Frying Areas must have a Class K Fire Extinguisher** that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.

☐ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.

☐ **No overnight lodging** is permitted at the event unless the lodging is in an "RV" or other approved accommodation and the location of the "RV" or other accommodation has been approved by the Fire Marshal's Office.

☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal's Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape

☐ **Each individual amusement ride must have a dedicated fire extinguisher**. The fire extinguisher(s) must be commercial, "ABC" Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **The use of pyrotechnics and/or fireworks display is not permitted at this location.**

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☐ **Other Requirements and/or Special Notes:**

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☐ NO ☒ YES

☐ N/A ☐ (Dates & Times) **November 17th 2017 afternoon**

TYPE OF INSPECTION REQUIRED:

XX Normal Inspection Hours

__After-Hours (4-Hours or Less)

__After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☐ NO ☐ YES

☐ N/A ☐ (Dates & Times): _____

Operational Detail Required:

☐ NO ☐ YES

Type: _____

Dates & Times: _____

☐ N/A ☐ **INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)
Special Event request by the City of Dania Beach and the Dania Beach Lions Club for the 12th Annual Antique Motorcycle Show, to be held at Frost Park on 1/27/2018 from 10:00 a.m. - 5:00 p.m.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission, Special Event Application, Fire Marshal Review

City of Dania Beach

Parks and Recreation Department

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

Date: November 14, 2017

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

By: Mark Felicetty, Parks and Recreation Director

Subject: 12th Annual Vintage Motorcycle Show

Event Date: January 27, 2018

A special event is requested by City of Dania Beach and Dania Beach Lions Club to have the 12th Annual Dania Beach Motorcycle Show on January 27, 2018. The requested event will be held at Frost Park from 10am – 5pm.

The applicant is requesting the following:

1. The use of City barricades and cones.
2. Assistance from the City to set up and mark Frost Park field.

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. - Lt. Suarez	***See attached Fire Marshal Review.***	
BSO Police Dept. - Lt. Manfre	Recommending three (3) detail deputies from 8am to 5pm.	
Code Enforcement - Eric Walton	No issues raised.	

Community Dev. - Julio Briceno	No building permits required.	
Community Dev. - Corinne Lajoie	Page 3 of the application identifies the "duration of the event" on Saturday from 6am – 10am for a total of 4 hours. Page 4 of the application identifies the hours of entertainment on Saturday being from 11am – 4 pm. Please clarify. ***Confirmed with Applicant - Event is to be held from 10 a.m. – 5 p.m. Saturday, with set-up starting Friday 10 a.m.—6 p.m. and again Saturday from 6 a.m. – 10 a.m. with breakdown finishing by Saturday at 7 p.m.*** Must provide consent letter from Casino for parking before Zoning can approve. ***Applicant complied.***	
City Attorney - Tom Ansbro	No issues raised.	
HR/Risk Mgmt. - Kristin Milligan	We will need the standard WC or hold harmless for the band/DJ ***(Band = Wipping Post, Hold Harmless received)***. Also, we will need a COI for GL from the company providing the portable toilets ***(Tidy Coast, COI received)***. I see on the site plan there is a section for food. Do we know who is providing/selling the food so I can determine if we need anything from them ***(Alpine Foods, COI received)***.	
Parks & Recreation - Mark Felicetty	Parks & Recreation will coordinate on site meetings every Tuesday in January with Public Services and applicant for event and field preparation.	
Public Services - Ronnie Navarro	No issues raised.	

City of Dania Beach

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

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

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

Event Name, Date, and Time:
DANIA BEACH VINTAGE MOTORCYCLE SHOW 12TH ANNUAL, January 27, 2018 10am to 5pm

*Brief Description of the Event: Show display of vintage motorcycles/ 35 yrs old

Address/Location of Event: Frost Park 300 NE 2 Street

Event Coordinator: Clare Frost

Telephone #1: 305 924-4682 E-mail Address: daniabikeshow@yahoo.com

Telephone #2: 954 830-8855 Fax: n/a

Additional Contact Person for the Event: Clive Taylor

Telephone #1: 954 830-8855 E-mail Address: cetriumph@aol.com

Telephone #2: 305 924-4682 Fax: n/a

Organization or Sponsor of Event: City of Dania Beach and Dania Beach Lions Club

Address: 100 W Dania Beach Blvd & 505 SW 4 Avenue

City, State, Zip Code: Dania Beach, FL 33004

Telephone: 954 924-6800 Fax: _____ Cell: _____

Is this a Non-Profit Organization? (●) Yes ( ) No Tax ID #: _____

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

_____

Date of Incorporation: _____ State of Incorporation: _____

Federal ID #: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

***Property Owner:** City of Dania Beach

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

Is the letter attached? ◯ **Yes** ◉ **No**

Will any portion of this event take place on Public or City Property? ◉ **Yes** ◯ **No**

Will there be a charge for admission? ◯ **Yes** ◉ **No** **If yes, how much?** _____

Has this event been held in the past? ◉ **Yes** ◯ **No**

If so, Indicate the city location of last event: Frost Park starting in 2009, every year

Is the event to take place: ◯ **Indoors** ◉ **Outdoors** ◯ **Both**

Number of Expected Daily Attendants: 4000 **(BSO or Fire Details may be required - refer to page 6)**

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
FRIDAY	1/27/2017	10AM	6PM	8
SATURDAY	1/28/2017	6AM	10AM	4
SATURDAY SHOW	1/28/2017	10AM	7PM	9

Anticipated Date and Time to Begin Set-Up: 1/26/18, mark field 10a 1/27/18 6am show day

Anticipated Date and Time for Completion of Break-Down: 1/27/18 5pm to 7pm

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

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

Is there a request for any road closures? ◉ **Yes** ◯ **No**

Please identify the street name(s) and/or locations for closure requests: fronton blvd from NE 1 St to NE 2 St

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

***Are you requesting to fence the event area?** ◯ **Yes** ◉ **No**
Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ◯ **Yes** ◉ **No**
****Please Note*** **-** All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardency and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ◯ **Yes** ◉ **No**
****Please Note*** **–** All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

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

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

Will there be live entertainment at this event? ◉ **Yes** ◯ **No**

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

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
SATURDAY	1/27/2018	11AM	4PM	5

***Will a stage(s) be used in this event?** ◯ **Yes** ◉ **No**
*Please note Fire Extinguisher Requirement in the next question.

***Do you have adequate fire extinguishers for this event?** ◉ **Yes** ◯ **No**
****Please Note*** **-** Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

Other: _____

Will there be alcohol given away at this event? ◯ **Yes** ◉ **No**

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

Will there be retail sales at this event? ◉ **Yes** ◯ **No**

Please Specify: Motorcycle Vendors, Jewelry, T-shirts, Club memberships, Dania Library Donations

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

*If yes, please describe: _____

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

_____

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

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ◯ **Yes** ◉ **No**
****Please Note*** – An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will recreational vehicles be used for temporary overnight housing?** ◯ **Yes** ◉ **No**
****Please Note*** – Indicate the locations of these on the site plan.

***Will there be any use of pyrotechnics or fireworks displays at this event?** ◯ **Yes** ◉ **No**
****Please Note*** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

***Will there be use of any Grandstands or Bleachers for seating at this event?** ◯ **Yes** ◉ **No**
****Please Note*** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

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

If so, How many? 1 TRAILER ☐ N/A
****Please Note*** – Provide the locations of all sanitary facilities on the site plan.

***Is there a request for any temporary signage for this event?** ◉ **Yes** ◯ **No**
****Please Note*** **– Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.**

Are there any services being requested from the City of Dania Beach? ◉ **Yes** ◯ **No**

If yes, please explain: [redacted], BARRACADES, CONES, ASSISTANCE FROM CITY TO SET UP AND MARK FIELD
Request City to utilize free detail, Send approval to Sean Brown Per Sean Brown

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

~~Fronton Blvd will be used as Motorcycle spectator parking as soon as it closes on Saturday just before start of show. Dania Casino will provide consent letter for use of their parking lot.~~

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

> Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be $84.42 per hour, per person (3 hour minimum).
>
> The cost of apparatus is as follows:
> Rescue Truck - $32.00 per hour
> Engine (1500 gpm) - $71.00 per hour
> Ladder (1500 gpm) - $80.00 per hour

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

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

Signature of Applicant

Event Coordinator
Title

Clive E. Taylor
Print name of Applicant

8/7/18
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on August 04, 2017.

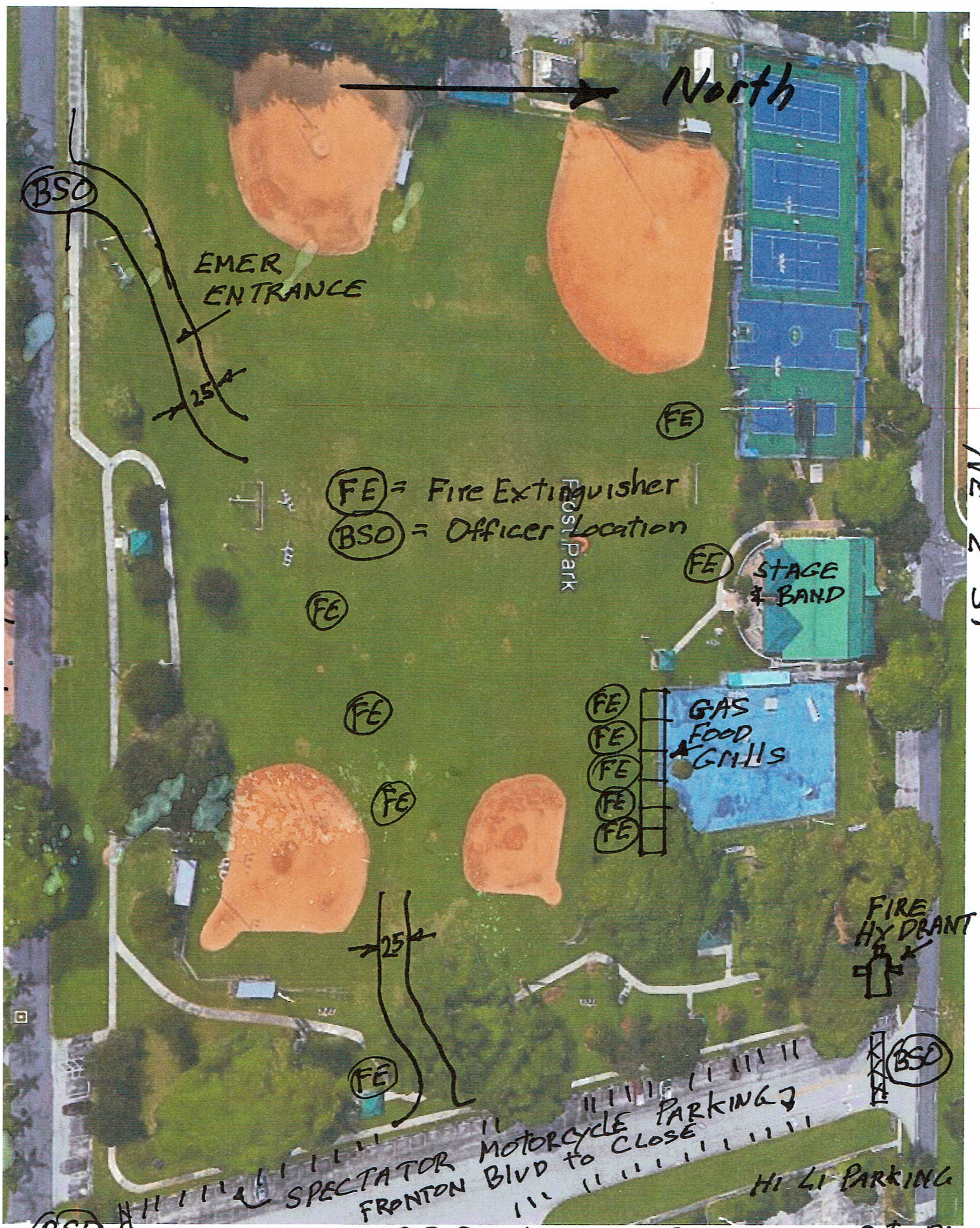
by CLIVE TAYLOR, who is personally known to me, or, if not, such person produced the following form of identification: Florida Driver License.

Lina Davenport
Notary Public
State of Florida
MY COMMISSION # FF 930150
Expires: October 22, 2019

NOTARY PUBLIC

My Commission expires: 10/22/2019

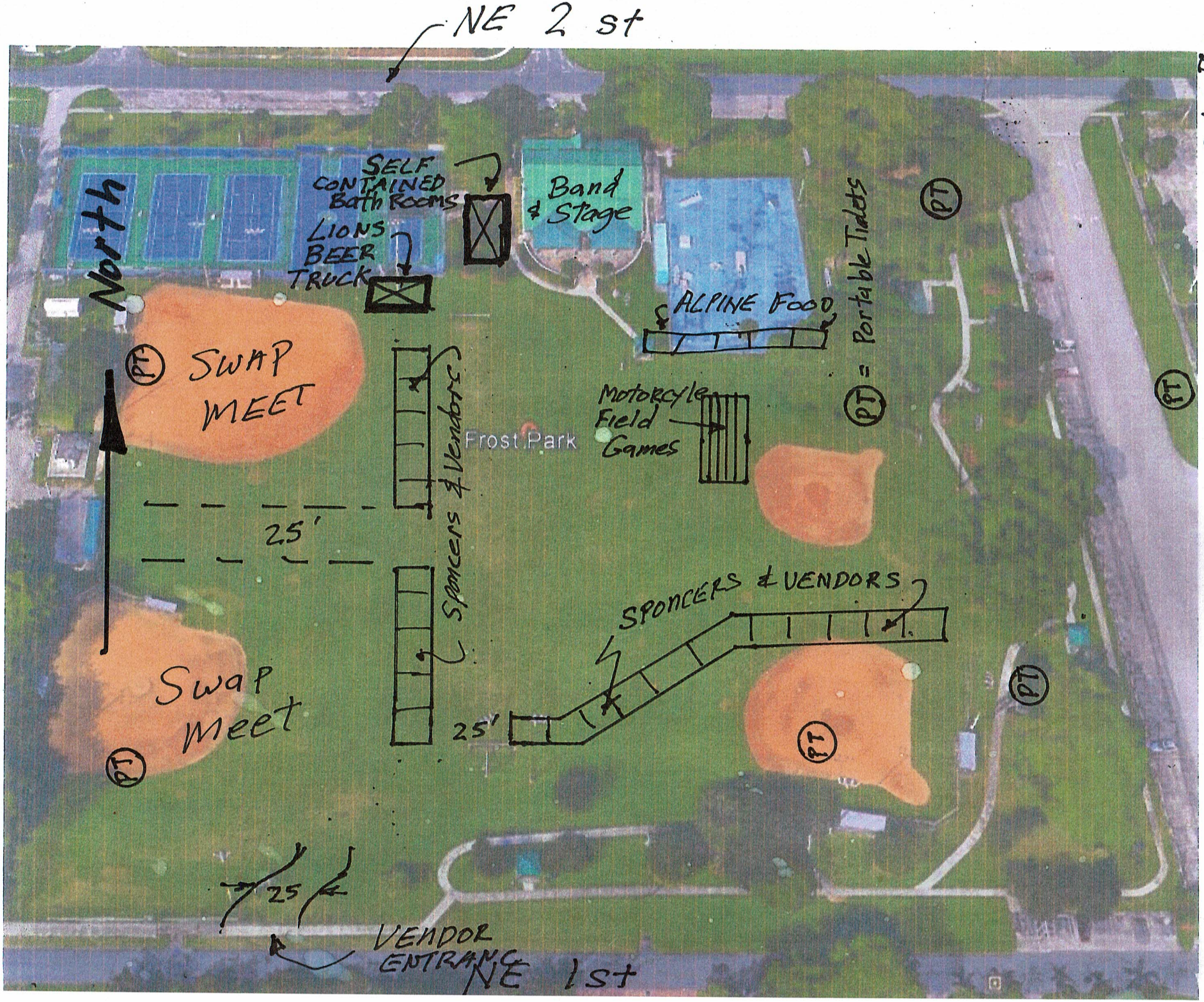
My Commission number: FF930150



BSO & FIRE RESCUE

Site Plan
P. 1 of 3

* Additional Parking in Hili Parking Lot May need Extra BSO unit


NE 2 st
North
SELF CONTAINED Bath Rooms
LIONS BEER TRUCK
Band & Stage
ALPINE FOOD
PT = Portable Toilets
PT
SWAP MEET
Frost Park
Motorcyle Field Games
Sponcers & Vendors
25'
SPONCERS & VENDORS
Swap Meet
25'
25
VENDOR ENTRANC
NE 1st

Site Plan
P 3 of 3

12 th Annual
Dania Beach Vintage Motorcycle Show

Saturday, January 27, 2018

ACTION PLAN FOR VEHICLE ACCESS TO FROST PARK
12TH ANNUAL DANIA BEACH VINTAGE BIKE SHOW

Access for most vehicles will be from Fronton Blvd and NE 1st Street.

Beginning at 5:30am at the entrance at NE 1st street on Saturday January 28, 2017, swap meet vendors will be allowed set up in the southwest quadrant of the park. Each one will be escorted by staff to the assigned staff over the highest ground as was last year. Spots are on a first come first serve basis. Swap meet staff is: Greg "Ferrett", Mike Doonan & Tony Thackham.

At 10:20am or before if the field is full, the entrance will be closed. A BSO deputy is assigned to this location.
At 6:30am at this entrance, show sponsors and vendors which will all have assigned spaces will be allowed on the field. Each one will be escorted to their space by space over the highest ground as was done last year. Staff for this is: Mike Wochner, Clive Taylor Jr &Charles Dube. At 11am, all vendors and sponsors have to be in their space set up and will no longer be allowed to enter field. At this time, only emergency vehicles will

be allowed onto the field and a minimum of 25 foot clearance will be maintained.

At 7am, Fronton Blvd will close to traffic at NE 2nd Street and just north of the Casino entrance at NE 1st Street. BSO deputies will be stationed at each end where Fronton is closed off.

Show motorcycles, vans and trailers will be allowed to unload at Fronton Blvd and then will be moved to offsite parking. Show motorcycles will be escorted by staff to their spaces on the field. Staff for this is: Albert Owler, Gary McGoron, Fred Sutton, Art DeLeon and Richard Nixon.

Northeast 2nd Street between the Rec center and the tennis courts: this entrance is for two vehicles only, the Lions beer truck and the self-contained toilet trailer. Parking spaces must be marked off for this entrance and must arrived on Friday or very early Saturday. Staff is: Jim Silvernail and Clive Taylor.

Staff will have radios and a radio will be given to Frost Park staff also.

Awards will be at 4pm at the back of the rec center. Most of the vendors and show bikes at this time will be in the process of leaving.

Submitted by Clive Taylor, August 4, 2017

Department of Fire Rescue & Emergency Services - Fire Marshal's Office

Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: **12th Annual Dania Beach Vintage Motorcycle Show**
Event Date(s): **January 27th, 2017 10am-7pm**
Event Location: **Frost Park – 300 NE 2nd St., Dania Beach**
Event Reviewed By: **Lt. Suarez** Date of Review: **10/16/17**

☐ **EVENT IS APPROVED** ☒ **EVENT IS APPROVED WITH CONDITIONS (See Below)**
☐ **EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below)** ☐ **EVENT HAS BEEN DENIED BY THE FIRE MARSHAL**

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

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

☐ **Crowd Control / Management Plan** – Provide a written plan as to how crowd management will be obtained. Include the number of personnel being utilized to achieve maintaining the Maximum Capacity within the structure and the locations where these personnel will be stationed. Include the locations of all ingress and egress locations for the structure / building. In addition, provide the mechanism or method that will be utilized for maintaining an accurate count of the number of persons inside the structure at all times. Please be sure to include the Maximum Capacity assigned to the structure or building on this plan and ensure that adequate signs are obscurely posted in the structure of building. This Crowd Control / Management Plan must be approved by the Fire Marshal prior to the event.

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

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. *(Note: Minimum spacing requirements between tents utilized for cooking shall be 10 feet).*

☒ **Tent/Canopy Egress Plan Required** – Provide an egress plan for Tents / Canopies to indicate all the following: Locations of Exits, Locations of all exit signs and emergency lighting, aisle spacing, table and seating arrangements (Including spacing between tables, chairs, etc.), locations of any service area including but not limited to bars and food, locations of any stage, DJ, band, etc.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.

☒ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.

☒ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☐ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☐ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☐ **Grease Fryers**

> **Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.
> **Grease Frying Areas must have a Class K Fire Extinguisher** that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.

☐ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.

☐ **No overnight lodging** is permitted at the event unless the lodging is in an "RV" or other approved accommodation and the location of the "RV" or other accommodation has been approved by the Fire Marshal's Office.

☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal's Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape

☐ **Each individual amusement ride must have a dedicated fire extinguisher**. The fire extinguisher(s) must be commercial, "ABC" Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **The use of pyrotechnics and/or fireworks display is not permitted at this location.**

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☒ **Other Requirements and/or Special Notes:**
Have the City send "free detail" letter of approval to Lt. Dan Suarez. (Daniel_suarez@sheriff.org) .
Be advised that minimum spacing between tents used for cooking is 10'.

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:
☐ NO ☒ YES
☐ N/A ☐ (Dates & Times): **Saturday January 27th, 2017 9am-7pm**

TYPE OF INSPECTION REQUIRED: **Inspection completed by the Fire Inspector Detail**
__ Normal Inspection Hours
__ After-Hours (4-Hours or Less)
XX After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:
☐ NO ☒ YES
☐ N/A ☐ (Dates & Times): **Saturday January 27th, 2017 9am-7pm**

Operational Detail Required:
☐ NO ☒ YES
Type: **2 person Firefighter / Paramedic Medical Cart or Motorcycle Medic Detail Based on availability.**
Dates & Times: **Saturday January 27th, 2017 – 9:30am-7:30pm**

☐ N/A ☒ **INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.** ***Pending letter of approval from the City.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event Application

Continued from:

Requested Action (Identify appropriate Action or Motion)
Special Event request for the City of Dania Beach Holiday Tree Lighting Event to be held at 100 W Dania Beach Boulevard on 11/30/2017 from 6:00 p.m. - 9:00 p.m.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission, Special Event Application, Fire Marshal Review

City of Dania Beach

Parks and Recreation Department

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

Date: November 14, 2017

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

By: Mark Felicetty, Parks and Recreation Director

Subject: 2017 Holiday Tree Lighting

Event Date: November 30, 2017

A special event is requested by City of Dania Beach to have the 2017 Holiday Tree Lighting on November 30, 2017. The requested event will be held in City Center at 100 W. Dania Beach Boulevard from 6 p.m. – 9 p.m.

The applicant is requesting the following:

1. Road closure for Mac's Way at SW 1st Avenue.
2. Public services to provide barricades and road cones for Mac's Way entrance.
3. Public Services to supply the electric at the fountain area for the tree.
4. BSO deputies present and BSO Fire to deliver special guest via fire truck from Station 1 to Mac's Way and SW 1st Avenue.

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	

BSO Fire Dept. - Lt. Suarez	***See attached Fire Marshal Review.***	
BSO Police Dept. - Lt. Manfre	Approved as requested. BSO Deputies will be there.	
Code Enforcement - Eric Walton	No issues raised.	
Community Dev. - Julio Briceno	No building permits required.	
Community Dev. - Corinne Lajoie	No issues raised.	
City Attorney - Tom Ansbro	No issues raised.	
HR/Risk Mgmt. - Kristin Milligan	Need the Hold Harmless for the DJ.	
Parks & Recreation - Mark Felicetty	See 1-4 above.	
Public Services – Brad Kaine	Public Services will provide items 1, 2 and 3.	

City of Dania Beach

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

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

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

Event Name, Date, and Time: HOLIDAY TREE LIGHTING EVENT ~~12/1/16~~ 11/30/17 6pm- 9pm

*Brief Description of the Event: Lighting of the Holiday Tree in City Center

Address/Location of Event: 100 W. Dania Beach Blvd.

Event Coordinator: Parks & Recreation Department

Telephone #1: 954-924-6800 x3707 E-mail Address: mfelicetty@daniabeachfl.gov

Telephone #2: 954-924-6800 x3626 Fax: 954-924-6813

Additional Contact Person for the Event: Mark Felicetty

Telephone #1: same E-mail Address: same

Telephone #2: same Fax: same

Organization or Sponsor of Event: City of Dania Beach Parks & Recreation Department

Address: 102 W. Dania Beach Blvd.

City, State, Zip Code: Dania Beach FL 33004

Telephone: same Fax: same Cell:

Is this a Non-Profit Organization? ( ) Yes (●) No Tax ID #:

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

City of Dania Beach Florida

Date of Incorporation: 1904 State of Incorporation: Florida

Federal ID #:

Authorizing Official for the Organization:

Telephone #1: E-mail Address:

Telephone #2:

Authorizing Official for the Organization:

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

***Property Owner:** City of Dania Beach

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

Is the letter attached? ◯ **Yes** ◉ **No**

Will any portion of this event take place on Public or City Property? ◉ **Yes** ◯ **No**

Will there be a charge for admission? ◯ **Yes** ◉ **No** **If yes, how much?** _____

Has this event been held in the past? ◉ **Yes** ◯ **No**

If so, Indicate the city location of last event: 100 W. Dania Beach Blvd.

Is the event to take place: ◯ **Indoors** ◉ **Outdoors** ◯ **Both**

Number of Expected Daily Attendants: 250 **(BSO or Fire Details may be required - refer to page 6)**

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Thursday		6pm	9pm	3
	11-30-17			

Anticipated Date and Time to Begin Set-Up: @ 3pm 11/30/17

Anticipated Date and Time for Completion of Break-Down: 9pm

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

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

Is there a request for any road closures? ◉ **Yes** ◯ **No**

Please identify the street name(s) and/or locations for closure requests: Mac's Way @ SW 1st Ave

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

***Are you requesting to fence the event area?** ◯ **Yes** ◉ **No**
Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ◯ **Yes** ◉ **No**
****Please Note*** - All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardency and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ◯ **Yes** ◉ **No**
****Please Note*** – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

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

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

Will there be live entertainment at this event? ◉ **Yes** ◯ **No**

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

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Thursday	~~12/1/16~~ 11/30/17	6pm	9pm	3

***Will a stage(s) be used in this event?** ◯ **Yes** ◉ **No**
*Please note Fire Extinguisher Requirement in the next question.

***Do you have adequate fire extinguishers for this event?** ◉ **Yes** ◯ **No**
****Please Note*** - Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

***Will there be concessions or sales of food at this event?** ◯ **Yes** ◉ **No**

Please specify: _____

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

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

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

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

- ☑ N/A
- ☐ Electric Grill(s); #____
- ☐ Gas Grill(s); #____
- ☐ Charcoal Grill(s); #____
- ☐ Smoker Grills(s); #____
- ☐ Grease Fryer(s); #____
- ☐ Oven(s); #____
- ☐ Electric Range Burner(s); #____
- ☐ Gas Range Burner(s); #____

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

***Does each cooking appliance have its own dedicated Fire Extinguisher?** ◯ **Yes** ◯ **No**
****Please Note*** - Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

***Does each cooking area have the proper clearances from all other event areas?** ◯ **Yes** ◯ **No**
****Please Note*** - Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands or bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

***Will there be sales of alcohol at this event?** ◯ **Yes** ◉ **No**
****Please Note*** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

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

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

Other: _____

Will there be alcohol given away at this event? ◯ **Yes** ◉ **No**

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

Will there be retail sales at this event? ◯ **Yes** ◉ **No**

Please Specify: _____

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

*If yes, please describe: _____

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

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

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ◯ **Yes** ◉ **No**
Please Note – An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

***Will recreational vehicles be used for temporary overnight housing?** ◯ **Yes** ◉ **No**
Please Note – Indicate the locations of these on the site plan.

***Will there be any use of pyrotechnics or fireworks displays at this event?** ◯ **Yes** ◉ **No**
Please Note - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

***Will there be use of any Grandstands or Bleachers for seating at this event?** ◯ **Yes** ◉ **No**
Please Note - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

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

If so, How many? _____ ☑ N/A
Please Note – Provide the locations of all sanitary facilities on the site plan.

***Is there a request for any temporary signage for this event?** ◯ **Yes** ◉ **No**
Please Note **– Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.**

Are there any services being requested from the City of Dania Beach? ◉ **Yes** ◯ **No**

If yes, please explain: BSO Deputies present & BSO Fire to Deliver Special Guest via Fire Truck from station #1 to Mac's Way & NW 1st Ave

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

> Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be $84.42 per hour, per person (3 hour minimum).
>
> The cost of apparatus is as follows:
> Rescue Truck - $32.00 per hour
> Engine (1500 gpm) - $71.00 per hour
> Ladder (1500 gpm) - $80.00 per hour

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

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

Mark T. Felicetty Digitally signed by Mark T. Felicetty DN: cn=Mark T. Felicetty, email=mfelicetty@ci.dania-beach.fl.us, c=USA Date: 2016.10.20 11:37:56 -04'00'

Signature of Applicant **Title**

Print name of Applicant

Date

STATE OF FLORIDA
COUNTY OF BROWARD

W Dania Beach Blvd
Park Ave
CITY HALL
PUBLIC SEATING
250 CHAIRS
TREE LIGHTING
SW Park St
STREET CLOSURE
MAC"S WAY & ~~NW~~ S.W. 1st AVE

Department of Fire Rescue & Emergency Services - Fire Marshal's Office

Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: **Holiday Tree Lighting Event**
Event Date(s): **November 30, 2017**
Event Location: **100 W. Dania Beach Blvd**
Event Reviewed By: **Lt. Suarez** Date of Review: **10/25/17**

☐ **EVENT IS APPROVED** ☒ **EVENT IS APPROVED WITH CONDITIONS (See Below)**
☐ **EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below)** ☐ **EVENT HAS BEEN DENIED BY THE FIRE MARSHAL**

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

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

☐ **Crowd Control / Management Plan** – Provide a written plan as to how crowd management will be obtained. Include the number of personnel being utilized to achieve maintaining the Maximum Capacity within the structure and the locations where these personnel will be stationed. Include the locations of all ingress and egress locations for the structure / building. In addition, provide the mechanism or method that will be utilized for maintaining an accurate count of the number of persons inside the structure at all times. Please be sure to include the Maximum Capacity assigned to the structure or building on this plan and ensure that adequate signs are obscurely posted in the structure of building. This Crowd Control / Management Plan must be approved by the Fire Marshal prior to the event.

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

☐ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (Note: Minimum spacing requirements between tents utilized for cooking shall be 10 feet).

☐ **Tent/Canopy Egress Plan Required** – Provide an egress plan for Tents / Canopies to indicate all the following: Locations of Exits, Locations of all exit signs and emergency lighting, aisle spacing, table and seating arrangements (Including spacing between tables, chairs, etc.), locations of any service area including but not limited to bars and food, locations of any stage, DJ, band, etc.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.

☐ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.

☐ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☐ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☐ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☐ **Grease Fryers**

> **Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.
> **Grease Frying Areas must have a Class K Fire Extinguisher** that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.

☐ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.

☐ **No overnight lodging** is permitted at the event unless the lodging is in an "RV" or other approved accommodation and the location of the "RV" or other accommodation has been approved by the Fire Marshal's Office.

☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal's Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape

☐ **Each individual amusement ride must have a dedicated fire extinguisher**. The fire extinguisher(s) must be commercial, "ABC" Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **The use of pyrotechnics and/or fireworks display is not permitted at this location.**

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☐ **Other Requirements and/or Special Notes:**

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☒ NO ☐ YES
☐ N/A ☐ (Dates & Times): _____

TYPE OF INSPECTION REQUIRED:
__ Normal Inspection Hours
__After-Hours (4-Hours or Less)
__After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☒ NO ☐ YES
☐ N/A ☐ (Dates & Times): _____

Operational Detail Required:

☐ NO ☒ YES
Type: _____Fire Engine_____
Dates & Time: _____November 30, 2017_ 5:30pm – 8:30pm._____

☐ N/A ☐ **INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.**

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, OCTOBER 24, 2017 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

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

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

3.1 Rebuilding Together Dania Beach Oasis - Robin Martin, Executive Director, Rebuilding Together Broward

Robin Martin, Executive Director, Rebuilding Together Broward County, gave a PowerPoint presentation which was included in the agenda packet. They will be partnering with the City of Dania Beach for an Oasis Event to paint and landscape homes and the American Legion Post in the Oasis 10 area (NW 10 Court) on Saturday November 11, 2017.

3.2 Special Event request from Ragnar Relay South Beach to hold a relay starting in Melbourne Beach, Florida to South Miami Beach, Florida, on November 12, 2017 from 6:00 a.m. - 2:00 p.m.

Commissioner Grace motioned to approve the Special Event request for Ragnar Relay South Beach; seconded by Commissioner Brandimarte. The motion carried unanimously.

Danny Vinson, General Manager, Bass Pro Shops Outdoor World, LLC, said they would like to hold an Outdoor Boat Display and Owners Event at 300 Gulfstream Way on November 3, 2017

from 6:00 p.m. – 8:30 p.m. He noted their corporate office failed to meet the application deadline and requested the Commission's approval of the event.

City Manager Baldwin noted the application would need to be reviewed by staff, and Bass Pro Shops would have to agree to fulfill whatever obligations we have for the event.

Commissioner Grace motioned to approve the Special Event request for Bass Pro Shops Outdoor Boat Display and Owners Event with the stipulation that if there are any problems, the applicant will be required to resolve them; seconded by Commissioner Salvino. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Robert Banks, 3831 SW 56 Street, spoke of his concerns regarding development and traffic safety on 40th Avenue between Stirling and Griffin Roads.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent crime in the area. He noted Parks & Recreation's Halloween Fall Festival and BSO's National Night Out would be held at CW Thomas Park on October 31st. He also noted the Crime Prevention Unit received the Crime Prevention Unit of the Year Award. He encouraged the public to call the non-emergency line if they observe ordinance violations.

Sean Brown, Battalion Chief, BSO Fire Rescue, spoke of BSO's Operation Safe Halloween and reviewed safety tips for children.

7. Consent Agenda

7.1 Minutes:
Approve Minutes of the October 10, 2017 City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2017-126

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO CHANGE ORDER NO. 2 FOR THE LIME SOFTENING PLANT CHLORINE UPGRADE PROJECT TO BE PAID TO CLOSE CONSTRUCTION, LLC, IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS AND THIRTY TWO CENTS ($4,527.32); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.4 RESOLUTION #2017-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR ADDITIONAL APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2017-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO UTILIZE THE ALLOWANCES BUDGETED UNDER THE TAYLOR LANE DRAINAGE IMPROVEMENT PROJECT TO FUND CHANGE ORDER NO. 1 FOR CONSTRUCTION CONTRACT COSTS WITH EVERGLADES CONTRACTING, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2017-129

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION 2017-075 WHICH AUTHORIZED A ONE-YEAR EXTENSION OF AN EXISITING AGREEMENT WITH CORE & MAIN (FORMERLY KNOWN AS H.D. SUPPLY WATERWORKS GROUP INC.) TO MEET THE CITY'S WATER METER PURCHASING NEEDS; AUTHORIZING THE CITY MANAGER TO PURCHASE WATER METERS AT SPECIFIED COSTS WITH THE COMPANY IN AN ANNUAL AMOUNT EXCEEDING TWENTY FIVE THOUSAND DOLLARS ($25,000.00) WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS FOR PURCHASE OF WATER METERS FOR A THREE (3) YEAR PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.7 RESOLUTION #2017-130

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2016-2017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.8 RESOLUTION #2017-131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A CONTRACT FOR DEBRIS HAULING SERVICES PROVIDED BY BERGERON EMERGENCY SERVICES INC, UTILIZING PRICING AWARDED UNDER THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY RFP NO. 17-204SLB DATED MAY 8, 2017, ENTERED INTO UNDER EMERGENCY CONDITIONS BY THE CITY MANAGER AS A RESULT OF HURRICANE IRMA AND AUTHORIZING AND RATYIFYING FUNDS THAT EXCEED AN ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); FOR FISCAL YEARS 2016-2017 AND 2017-2018; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.9 RESOLUTION #2017-132

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A CONTRACT FOR DEBRIS DISPOSAL SERVICES PROVIDED BY BERGERON EMERGENCY SERVICES, INC. DATED SEPTEMBER 13, 2017 ENTERED INTO UNDER EMERGENCY CONDITIONS BY THE CITY MANAGER AS A RESULT OF HURRICANE IRMA AND AUTHORIZING AND RATIFYING FUNDS THAT EXCEED AN ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); FOR FISCAL YEARS 2016-2017 AND 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.10 RESOLUTION #2017-133

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RATIFYING A CONTRACT FOR DEBRIS MONITORING SERVICES PROVIDED BY ROSTAN SOLUTIONS, LLC, UTILIZING PRICING UNDER CITY OF CORAL SPRINGS RFP #13-B-097 DATED MAY 17, 2017, ENTERED INTO UNDER EMERGENCY CONDITIONS ON BEHALF OF THE CITY OF DANIA BEACH BY THE CITY MANAGER AS A RESULT OF HURRICANE IRMA AND AUTHORIZING AND RATYIFYING FUNDS THAT EXCEED AN ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); FOR FISCAL YEARS 2016-2017 AND 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Salvino motioned to adopt the Consent Agenda; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

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

8. Bids and Requests for Proposals

8.1 RESOLUTION #2017-134

City Attorney Ansbro read the title of Resolution #2017-134.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AWARD BID NO. 17-005 FOR THE OASIS XIII NEIGHBORHOOD IMPROVEMENT PROJECT BID TO DP DEVELOPMENT OF THE TREASURE COAST, LLC IN THE AMOUNT OF ONE HUNDRED FIFTY THREE THOUSAND FIVE HUNDRED EIGHTY DOLLARS AND EIGHTY CENTS ($153,580.80); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt Resolution #2017-134; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

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

9. Public Hearings and Site Plans

9.1 RESOLUTION #2017-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-002-17) AND ASSOCIATED DESIGN VARIATIONS (OT-76-17, OT-77-17, OT-78-17, OT-79-17, OT-80-17), VARIANCES (VA-74-17, VA-81-17, VA-82-17, VA-84-17, VA-94-17) AND EXCEPTION (OT-73-17), AND USE OF HEIGHT INCENTIVE SUBMITTED BY DANIA AIRPORT HOTELS LLC, DANIA AIRPORT HOTELS 2 LLC AND DANIA BEACH INVEST, LLC FOR PROPERTIES GENERALLY LOCATED ON THE EAST SIDE OF NORTH FEDERAL HIGHWAY BETWEEN NW 1 STREET AND EAST DANIA BEACH BOULEVARD FOR THE HOTEL SITE AND ON THE EAST SIDE OF NE 1 COURT BETWEEN NE 1 STREET AND EAST DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2017-135, and noted it was a quasi-judicial hearing and swore-in those who would speak. He asked the Commission to disclose any communication they had on this matter.

Mayor James, Vice-Mayor Harris, and Commissioners Grace and Salvino noted they had been contacted by the developer.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the requested site plan, associated design variations, variances and exception, and use of height incentive.

Nectaria M. Chakas, Lochrie & Chakas, on behalf of the applicant, reviewed the proposed development. She addressed the concern raised at a public participation meeting regarding the parking lifts in the offsite lot, which have been removed from their original plan. She noted they are proposing to rent parking spaces in the City garage, which would come to the Commission at a later date. She also addressed proposed streetscape plans.

Commissioner Brandimarte noted she had phone calls about the lift; the parking seems like it is going to be a huge problem. She questioned the attendance at the community meeting.

Attorney Chakas responded no cars would be stacked by lifts; all parking would be by valet. She explained the drive aisles and addressed the notices mailed for the community meeting.

Commissioner Grace questioned use of the City parking garage, lighting of the proposed onsite parking and retail space.

Marc LaFerrier, Community Development Director, noted there are 440 spaces in our parking garage; 200 are reserved for City Hall and library. He noted as we grow, we will have to go to the County to renegotiate the reserved spaces downward and if necessary, add additional floors to the garage. There is also an opportunity to provide on-street parking on 1st Avenue.

Vice-Mayor Harris commented he did not think traffic and parking would be a huge problem with hotels within a mile from the airport as travelers likely would not go to the trouble of renting cars. If we do have a parking problem, that means we are successful.

Commissioner Grace asked about the proposed palm trees and if there was a problem with using eight colors.

Attorney Chakas confirmed the parking lot lighting would comply with City code and they are unsure who the tenant of the retail space will be.

Community Development Director LaFerrier responded the palm trees are satisfactory and the use of different colors and textures for the walls is becoming more common now, though our code never anticipated it.

Commissioner Salvino questioned why we couldn't ask the County now for more money to add two more floors to the parking garage. This could be done by the time the hotel is complete and the developer would not need an offsite parking lot.

City Manager Baldwin said an analysis would have to be done to see if additional floors are wanted.

Vice-Mayor Harris said he supports this project because it is a nationally recognized brand hotel and would be an opportunity for us to showcase a state of the art development.

Attorney Chakas clarified the building would not be LEED certified, but there are elements that will be energy efficient.

Mayor James mentioned the proposed café and asked whether there could be tables placed outside.

Attorney Chakas responded they would be willing to do that.

Mayor James opened the Public Hearing.

Chander Gupta, 149 East Dania Beach Boulevard, commented he is concerned about the project insofar as the parking, and felt the property is too small to have everything they are proposing.

Charlotte Sloboda, 2905 Lakeshore Drive, commented people staying at this hotel would not be driving by car and needing parking spaces; instead they will be taking a taxi or Uber.

Commissioner Salvino said he wants to be sure the hotel does not sell spaces if they do not utilize all their spots in the lot.

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

Planning & Zoning Manager Lajoie clarified the Commission's desire to add as conditions of approval the provision of tables and chairs on the sidewalk adjacent to the building and the parking provided must be for the use of the hotel only.

Vice-Mayor Harris motioned to adopt Resolution #2017-135 with the restriction for the parking only for hotel guests, and tables and chairs; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

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

10. Discussion and Possible Action

10.1 Discussion of Draft List of Proposed MPO Projects - Marc LaFerrier, Director of Community Development

Community Development Director LaFerrier gave a presentation, which is attached to and incorporated into these minutes. He noted staff will finalize the list of proposed MPO transportation projects along with a resolution for the November 14, 2017 City Commission meeting. The approved list and resolution will be transmitted to the Broward MPO for consideration during their annual update of MPO plans, programs, projects and grants.

He also spoke of undertaking a transportation mobility plan, which will involve public participation, data and analysis.

10.2 Permit Regulations - Mayor James

Mayor James said she noticed the time between submitting applications for approval and the developer getting permits to do the actual work ends up with projects that never get built. She wants to make our regulations stricter as contractors find ways to do minimal work just to keep their projects alive. The Commission should look at this; we should set a time for permit approvals upon submittal. Contractors continue to submit things so they can be grandfathered in. We change the code and regulations, but we cannot do anything about the developments that are grandfathered in.

Marc LaFerrier, Community Development Director, noted permitting is regulated by the State building code. We would have to look into a local ordinance that could be done that would affect how a developer proceeds with their project but that does not conflict with the building code. Staff will look into the issue and see whether there is another mechanism to change the timeframes.

Commissioner Brandimarte noted this is the second go-around with this issue.

Community Development Director LaFerrier noted we should not be too frustrated as things have changed and evolved here; the market is good now and developers are coming. He spoke of the Governor's executive orders extending development timeframes.

Mayor James wants to keep giving them fines to get their attention, and we need to encourage them if there is a way to do so.

City Attorney Ansbro confirmed that developers have 18 months from the time of Commission approval in which to file a complete building permit application and construction drawings, absent any executive order from the Governor.

Commissioner Salvino felt we should not make it as easy for developers as we do.

Vice-Mayor Harris noted home rule is a major topic at the Leagues conferences.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte spoke of the special service for leaders at the Lighthouse Community Center.

11.2 Commissioner Grace

Commissioner Grace had no comments.

11.3 Commissioner Salvino

Commissioner Salvino had no comments.

11.4 Vice-Mayor Harris

Vice-Mayor Harris spoke of the Greater Ft. Lauderdale Alliance event and the Mayor's Gala.

Vice-Mayor Harris commented we need to follow up on bus stops, class and pay study, stop sign at NW 1st Street and Bryan, and color samples for the Commission office.

Colin Donnelly, Assistant City Manager, said he is working on the color board and samples. The mailboxes will be relocated to the Code area, and he reviewed the concept for the renovations. He noted the office could use a facelift regardless of future plans for City Hall.

Vice-Mayor Harris spoke of the upcoming event in December at the Gallery of Amazing Things as part of Art Week and Art Basel. He asked whether the City could promote the event through our website and other ways. He noted we should also be a part of and promote Business and the Arts, which is a very energized art community in central Broward.

11.5 Mayor James

Mayor James spoke of attending the FRA conference.

Mayor James questioned why the Christmas tree lighting is in November. Mark Felicetty, Director of Parks & Recreation, said it is the Thursday following Thanksgiving (November 30th this year).

Mayor James raised the issue of City Hall security. She has been made aware of certain things that are very disturbing and wants to implement stricter security. She will include in tomorrow's City Hall discussion relocating BSO to City Hall. People should have to sign in with their ID, and we need a police presence here.

Mayor James asked if we have a program for recognizing employees. City Manager Baldwin responded we give plaques for years of service at employee socials; recognition could also be given at a Commission meeting as well. Mayor James asked if the Commission could be invited to the socials.

Mayor James asked if the Commission wanted to discuss any items on the Workshop agenda in order to shorten it.

Christmas Tree Decorations: Commissioner Salvino said he brought up having schools participate in Christmas tree decorations, specifically to make boxes. He noted he will work with the School Board to send out letters.

Street Renaming and Co-Designation Policy: Assistant City Manager Donnelly said in response to the discussion at the last meeting, the co-designation policy has not changed. With the renaming a street, instead of having a notarized signature on the petition, we can design an attestation form that the person signs that they are the property owner and approve of the renaming.

Commissioner Grace said we should go a step farther to make sure they are residents by requiring a voter registration card in order to sign the petition.

Commissioner Brandimarte does not care for renaming streets and suggests a thorough investigation be done on the person the street is being named after.

Assistant City Manager Donnelly noted the point of it going to the P&Z Board is so there is public notice given to residents; it would be the same type of notice given for a variance request. This should be a public process.

The Commission agreed with requiring a person signing a petition to provide a voter registration number and to be a Dania Beach resident.

Assistant City Manager Donnelly said the policy would be rewritten.

City Hall: Commissioner Salvino said he thought the Commission should just say yes and give direction to the City Manager to start getting an idea of costs and what we can do to renovate City Hall.

Mayor James noted that is all she wanted, was to decide that yes, we are okay with finally making a decision to move forward with renovating City Hall.

The Commission consensus was to move forward with renovations.

City Manager Baldwin noted he will bring a recommendation on how we go about doing a plan.

Mayor James stated a Dania Beach Housing Authority appointment expires October 31st and she would like to make an appointment tonight to fill the expiring term.

Discussion was held regarding appointments to the Housing Authority. City Attorney Ansbro noted he would provide additional information at the next meeting.

Mayor James appointed Ivie Cure to the Dania Beach Housing Authority to take Tiffany Carlisle's place.

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

12. Appointments

12.1 Airport Advisory Board

Commissioner Salvino appointed Rick Thomas to replace Chris Christianson.

12.2 Green Advisory Board

The Commission appointed David Simonetta as an alternate member.

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

13. Administrative Reports

13.1 City Manager

City Manager Baldwin noted the bus shelter bids are due November 17; there is a mandatory pre-bid meeting on November 1st.

City Manager Baldwin gave an update on the demolition of Smith's store.

13.2 City Attorney

City Attorney Ansbro gave an update on the employment status of the proposed CRA Executive Director.

13.3 City Clerk - Reminders

Wednesday, October 25, 2017 - 2:00 p.m.	City Commission Workshop
Tuesday, November 14, 2017 - 6:00 p.m.	CRA Board Meeting
Tuesday, November 14, 2017 - 7:00 p.m.	City Commission Meeting
Monday, December 11, 2017 - 6:00 p.m.	CRA Board Meeting
Monday, December 11, 2017 - 7:00 p.m.	City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:18 p.m.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

CITY OF DANIA BEACH

TAMARA JAMES
MAYOR

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION WORKSHOP
WEDNESDAY, OCTOBER 25, 2017 - 2:00 PM

HELD AT
REDLINE MEDIA GROUP
1951 TIGERTAIL BOULEVARD
DANIA BEACH, FLORIDA 33004

1. Call to Order/Roll Call

Mayor James called the meeting to order at 2:05 p.m.

Present:

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

2. Discussion Items

2.1 Branding & Marketing - Redline Media Group

Cima Georgevich, CEO of Redline Media Group, presented branding Concepts #1, #2, and #3, and the positioning statements (taglines) created by Redline.

Commissioner Grace and Mayor James preferred Concept #1.

Commissioner Brandimarte and Vice-Mayor Harris favored Concept #2. Vice-Mayor Harris said Concept #2 would be easily adaptable to signs, flags, mugs and other items.

Discussion ensued among the Commission and audience participants about the concepts and positioning statements.

Mr. Georgevich noted they trademark searched all of the positioning statements and all are available to be used. The same is true for domain names.

The Commission consensus was that Concepts #1 and #2 would be the finals to be taken to the Commission meeting.

Mr. Georgevich added they will build a variety of lockups to choose from and noted the tagline is not for everything; for instance, the D, minus the tagline, would be used for signage. He also spoke of the four focus groups that had already been convened.

Discussion ensued regarding entranceway signs and incorporating the chosen concept. Marc LaFerrier, Community Development Director, noted the bid for the entranceway signs could be delayed in order to incorporate the new brand.

Mr. Georgevich noted once a brand is chosen, they will finalize a Brand Style Guide and a rollout strategy.

2.2 Street Renaming and Co-designation Policy

This item was discussed at the October 24, 2017 City Commission meeting.

2.3 Establishing a Marketing Board

Robert Shapiro, Master Development, spoke of the meeting with stakeholders held in August, who were all excited about a marketing program. With the recent discussion with the Chamber of Commerce, he would like to go back to the stakeholders for additional discussions. The marketing board, comprised of various types of businesses in the City, would be separate from the City, with the idea to market the City. Once the City decides on a logo, they will figure out how to apply it to the stakeholders' property.

Randie Shane, Chamber of Commerce, noted the Chamber is open to redoing their brand.

A brief discussion ensued regarding the City seal versus a logo. Mr. Georgevich and Colin Donnelly, Assistant City Manager, clarified the seal is used for official City documents and is not technically a logo.

Mayor James felt City Hall should be remodeled utilizing the brand chosen by the Commission

Discussion ensued regarding the positioning statements presented. The consensus was See It, Live It, Love It and Ride the Wave.

Assistant City Manager Donnelly asked if See It could be written Sea It. Mr. Georgevich responded he will take it to the creative team.

Mayor James questioned the timeframe Redline needs and Mr. Georgevich said they would be ready to make a presentation at the November 14th Commission meeting.

2.4 City Hall

This item was discussed at the October 24, 2017 City Commission meeting.

2.5 Christmas Tree Decorations

This item was discussed at the October 24, 2017 City Commission meeting.

3. Adjournment

Mayor James adjourned the meeting at 3:09 p.m.

ATTEST:

CITY OF DANIA BEACH

LOUISE STILSON, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
Approve request from Vice-Mayor Bill Harris to attend the Florida League of Cities 57th Annual Legislative Conference in Orlando, Florida on December 6-8, 2017 (Estimated cost $913.00) Approve request from Commissioner Bobbie Grace to attend the Florida League of Cities 57th Annual Legislative Conference in Orlando, Florida on December 6-8, 2017 (Estimated cost $913.00)

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

Fiscal Impact/Cost Summary

Exhibits Attached
Travel Request - VM Harris, Travel Request - Commissioner Grace

CITY OF DANIA BEACH
TRAVEL AUTHORIZATION

EMPLOYEE: Bill Harris
DEPARTMENT: City Commission
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: December 6 - 8, 2017
PURPOSE: Florida League of Cities 57th Annual Legislative Conference

CHECK ONE
- ☐ Certification
- ☐ General Training
- ☐ License
- ☑ Other

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

FRA Conference, Daytona Beach, FL, Oct 17-20, 2017
FLC Conference, Orlando, FL, Aug 16-20, 2017

ACCOUNT NO: 001-11-00-511-40-10

COST SUMMARY

Expense	Description	Estimate
Registration	Florida League of Cities	$ 225.00
Lodging (2 nights @ $143.00)	Embassy Suites Orlando	$ 286.00
Airline/Rail	Estimate	$ 150.00
Taxi/Shuttle/Uber/Lyft	Estimate	$ 150.00
Per Diem (M&IE) Allowance	M&IE	$ 102.00
	TOTAL EXPENSES	**$ 913.00**

TOTAL ESTIMATED TRAVEL COST **$ 913.00**

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

Traveler (print)	Signature	Date
Bill Harris		
Finance Director (print)	Signature	Date
Nicki Satterfield	NS	10/27/17
City Manager (print)	Signature	Date
Colin Donnelly	[signature]	10/27/2017

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens	TAS	10/27/17

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Bill Harris

Description of Trip: Florida League of Cities 57th Annual Legislative Conference

Daily per diem rate enter FY 17 Per Diem Rate here): **$ 51.00**

Destination: Orlando, Florida

First Date of Travel 6-Dec-17

Last Date of Travel 8-Dec-17

			Travel		Travel		
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Sunday**
Date			6-Dec-17	7-Dec-17	8-Dec-17		
Breakfast 15%			$ -	$ -			
Lunch 35%			$ -	$ -			
Dinner 50%			$ -	$ 25.50			
Total Daily total =			**$ 38.25**	**$ 25.50**	**$ 38.25**		

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

Pro-rating Per Diem for Travel Date of Departure/Return: **$ 38.25**

Total Per Diem Due to Traveler **$ 102.00**

Meal Exclusions		
Date	**Meal Provided**	**Amount**
7-Dec-17	Breakfast	$ 7.65
7-Dec-17	Lunch	$ 17.85

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Thursday, October 26, 2017 9:18 AM
To: Harris, Bill
Cc: Melanie Howe
Subject: FLC 2017 Legislative Conference Registration Confirmation for Bill Harris (34710)

FLC 2017 Legislative Conference

Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd.
Kissimmee, FL 34746

Dear Bill Harris,

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

Contact Information:

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

Notes:

The Florida League of Cities 2017 Legislative Conference will be held December 7-8, 2017.

HOUSING INFORMATION: To make your hotel reservations at the **Embassy Suites Orlando - Lake Buena Vista South**, please click here. You may also contact the Embassy Suites directly at (407) 597-4000 and use the group code **LOC**. The group rate is **$143/night** and all reservations include a complimentary cooked-to-order breakfast and complimentary reception. Discounted self-parking is available at the rate of $8/night. Please note that the reservation cut-off date is **November 13, 2017**, but the hotel could sell out before that time. **If the hotel is sold out, please contact Melanie Howe for a list of alternative suggestions.**

Registrant Information:

Registration Date	10/26/2017
Name	Bill Harris
Nickname	Bill Harris
Title	Vice Mayor
Affiliation	Dania Beach
E-mail	bharris@daniabeachfl.gov
Any special dietary needs (i.e. vegetarian, Kosher, etc.)?	None

Your Itinerary:

Registration Fee (1)	$225.00
Total	**$225.00**
Payments	$225.00
Balance	**$0.00**

Payment Receipt:	
Credit Card Reference Code	40384846067
Credit Card Authorization Code	016910
Date Processed	10/26/2017
Total Paid	$225.00
Payment Type	VISA **********2569

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Sign Out | Christine Lottier | Cart

Keyword Search

FLORIDA LEAGUE OF CITIES, INC.

Events My Account

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

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

Paying by check? Click here for more information.

Order Confirmation

Florida League of Cities

Order Number	59237
Order Date	10/26/2017
Bill To	Christine Lottier
Payment Method	Visa **********2569
Name on Card	Christine Lottier

Item	Quantity	Price	Total
FLC 2017 Legislative Conference - Bill Harris When: 12/7/2017 - 12/8/2017 Where: Embassy Suites Orlando - Lake Buena Vista South 4955 Kyngs Heath Rd. Kissimmee, FL 34746 USA Registration option: Registration Fee 12/7/2017 7:30 AM	1	225.00	225.00
		Item Total	225.00
		Transaction Grand Total	**225.00**

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

Send another copy to: Send

Events

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Lottier, Christine

From: Embassy Suites Orlando - Lake Buena Vista South <groupcampaigns@pkghlrss.com>
Sent: Friday, October 27, 2017 9:27 AM
To: Lottier, Christine
Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Confirmation

Reservation Confirmation

2017 Legislative Conference
Embassy Suites by Hilton Orlando Lake Buena Vista South
Dec 5, 2017 to Dec 7, 2017

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. The staff at Embassy Suites by Hilton Orlando Lake Buena Vista South is looking forward to your arrival for 2017 Legislative Conference. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Online Confirmation	81949857
Date Booked	Oct 27, 2017
Reservation Name	BILL HARRIS
Arrival Date	Dec 6, 2017
Departure Date	Dec 8, 2017
Room Type	Two Queen Beds
Number of Rooms	1
Number of Guests	1
Night by Night Rate	Date / Guest(s) / Status / Rate Dec 6, 2017 / 1 / Confirmed / 143.00

	Dec 7, 2017 1 Confirmed 143.00 Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	**286.00**
Tax Disclosure	**Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.**
Add-Ons	**Parking is at a fee**
Cancel Policy	**Cancellations made within 72 hours of arrival will forfeit one night's room and tax.**

EMBASSY SUITES®
Orlando-Lake Buena Vista South

Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

This transmission is not a digital or electronic signature and cannot be used to form, document, or authenticate a contract. Embassy Suites accepts no liability arising in connection with this transmission.

Español

FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID REWARDS®

Ft. Lauderdale, FL to Orlando, FL

Air

Total Price: **$140.95**

ITINERARY

Travel Date	Flight Segments			Flight Summary
DEPART DEC 6 WED	11:10 AM 12:15 PM	Depart **Ft. Lauderdale, FL (FLL)** on Southwest Airlines Arrive in **Orlando, FL (MCO)**	Flight #423 Southwest WiFi available	**Wednesday, December 6, 2017** Travel Time 1 h 05 m (Nonstop) Wanna Get Away
RETURN DEC 8 FRI	05:50 PM 06:55 PM	Depart **Orlando, FL (MCO)** on Southwest Airlines Arrive in **Ft. Lauderdale, FL (FLL)**	Flight #5506 Southwest WiFi available	**Friday, December 8, 2017** Travel Time 1 h 05 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to the scheduled departure of your flight. Customers who fail to cancel reservations for a Wanna Get Away fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining unused Wanna Get Away funds will be forfeited. All remaining unused Business Select and Anytime funds will be converted to reusable travel funds for the originally ticketed Passenger only. If you no show your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of reusable travel funds under the name of the traveler(s).

Applying Travel Funds: In the event your travel plans change and you need to apply travel funds to future trips, please make note of your confirmation number. Customers calling Southwest to request a refund or to research travel funds for a specific ticket must provide their confirmation number, ticket number or flight information (date, origin and destination).

Prohibition of Multiple/Conflicting Reservations: To promote seat availability for our Customers, Southwest prohibits multiple reservations for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations, or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively cancelled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as travel funds for use by the Customer on a future Southwest Airlines flight.

Booking with Rapid Reward Points:

When booking with Rapid Rewards points, your point balance may not immediately update in your account.

PRICE: ADULT

Trip	Routing	Fare Type | View Fare Rules	Fare Details	Quantity
Depart	FLL-MCO	Wanna Get Away Excellent Value	• No Change Fees (applicable fare difference applies) • Reusable Funds (nontransferable - no name changes allowed) • Nonrefundable unless purchased with Points	1
Return	MCO-FLL	Wanna Get Away Excellent Value	• No Change Fees (applicable fare difference applies) • Reusable Funds (nontransferable - no name changes allowed) • Nonrefundable unless purchased with Points	1 2 left at this price

Earn at least 630 points for this flight.
Enroll in Rapid Rewards after you book, then add your new number to this reservation.

Subtotal **$140.95**
Fare Breakdown

You can't find this great fare on any other website. Southwest fares are only on **southwest.com**®.

1st and 2nd Checked Bags Fly Free®*
*Weight and size limits apply.

Bag Charge $0.00

Air Total: $140.95

Modify Trip

Purchase your shopping cart...
By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase

Continue

Get **$200** Statement Credit after first purchase & earn **10,000** Bonus Points

Learn more

You Pay Today:	$140.95
Credit On Your Statement:	-$200.00
Total After Statement Credit:	-$59.05

Add a Car

We'll keep an eye on your cart for you while you shop. Products not confirmed until purchase.

Save up to 35%
on base rates and earn up to 2,400 Rapid Rewards® points. Terms apply.

Book now >

Hertz

Type in any city or airport in the U.S., Canada or Mexico

Pickup Location	Pickup Date	Return Date
Orlando, FL - MCO	12/06/2017	12/08/2017

Vehicle Type (optional) **Which Company?** (optional)

Economy | Shop All

Advanced Search

Find Cars

Trip Total **$140.95**

Modify Trip

Purchase your shopping cart...
By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase

Continue

Indicates external site which may or may not meet accessibility guidelines.

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Rome2rio

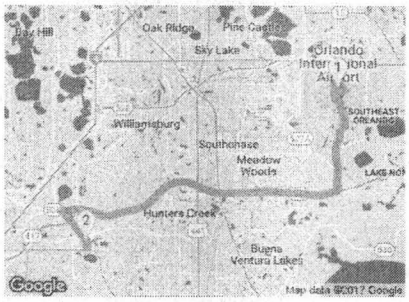
Orlando Airport (MCO) to Embassy Suites Orlando Lake Buena Vista South, Kissimmee:

Trip:
3 **Taxi**

One-Way approx: USD $90 - $110
Duration: 24 min

Orlando Airport (MCO)

Taxi from **Orlando Airport (MCO)** to **Embassy Suites Orlando Lake Buena Vista South, Kissimmee**
(One-Way approx:USD $90 - $110)



FROM	TO	AGENCY
Orlando Airport (MCO)	Embassy Suites Orlando Lake Buena Vista South, Kissimmee	24Seven Taxi +1 321-247-8294 Wheeler Taxi Service +1 321-662-9111 Rapid Transportation Service +1 407-557-5143 Diamond Cab Company +1 407-523-3333 Orlando Cab Co. +1 407-575-7757

DISTANCE	DURATION
19.9 miles	24 min

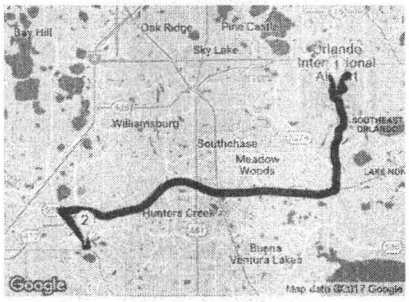
Embassy Suites Orlando Lake Buena Vista South, Kissimmee

Trip:
6 **Shuttle**

One-Way approx: USD $16 - $75
Duration: 28 min

Orlando

Shuttle from **Orlando** to **Embassy Suites Orlando Lake Buena Vista South, Kissimmee**
(One-Way approx:USD $16 - $75)



FROM	TO	AGENCY
Orlando	Embassy Suites Orlando Lake Buena Vista South, Kissimmee	Jayride

FREQUENCY	DURATION	SCHEDULES
on demand	28 min	

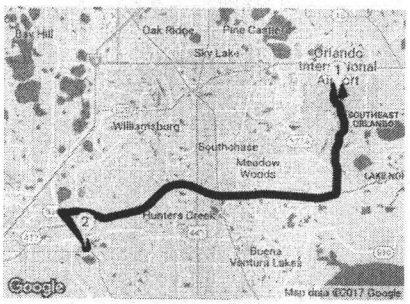
Embassy Suites Orlando Lake Buena Vista South, Kissimmee

Trip:
7 **Uber**

One-Way approx: USD $19 - $24
Duration: 24 min

Orlando Airport (MCO)

Uber from Orlando Airport (MCO) to Embassy Suites Orlando Lake Buena Vista South, Kissimmee
(One-Way approx:USD $19 - $24)



FROM	TO	AGENCY
Orlando Airport (MCO)	Embassy Suites Orlando Lake Buena Vista South, Kissimmee	Uber Orlando
FREQUENCY	**DURATION**	**SCHEDULES**
on demand	24 min	UBER.COM

Embassy Suites Orlando Lake Buena Vista South, Kissimmee

Lottier, Christine

From: Harris, Bill
Sent: Wednesday, October 25, 2017 5:03 PM
To: Lottier, Christine
Subject: RE: League of Cities

Importance: High

Hi Chris,

Thanks for the follow up.
I have decided I'm going up to Orlando on Weds, Dec 6 and returning on Friday Dec. 8 in the late afternoon.
The airfare on Southwest when i looked today was about $110.00 round trip.
So that 2 nights in the hotel plus registration.

Please let me know what else you may need.

Many Thanks !

Best Regards,

Bill Harris
Vice Mayor

"Established in History, Preparing for Tomorrow"

Please Note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
954 - 670 - 9985
bharris@daniabeachfl.gov |
www.daniabeachfl.gov

From: Lottier, Christine
Sent: Wednesday, October 25, 2017 1:26 PM
To: Harris, Bill
Subject: RE: League of Cities

FY 2018 Per Diem Rates for ZIP 34746

(October 2017 - September 2018)

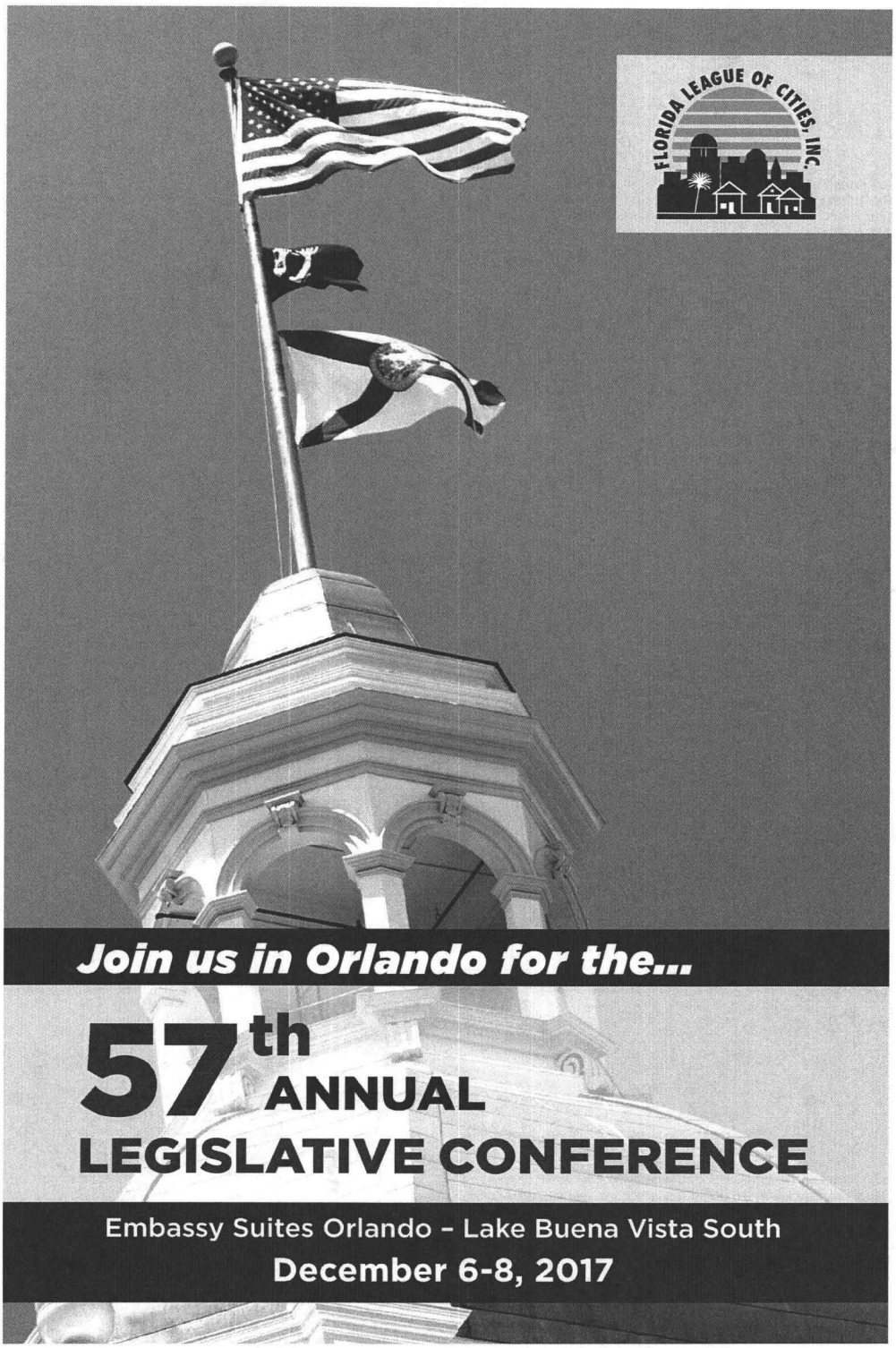
Cities not appearing below may be located within a county for which rates are listed.
To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website) .

October 2017 - September 2018 within the zip code: 34746. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)
Standard Rate	STANDARD RATE	$93	$93	$93	$93	$93	$93	$93	$93	$93	$93	$93	$93	$51

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as"all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include"all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.


FLORIDA LEAGUE OF CITIES, INC.
Join us in Orlando for the...
57th ANNUAL
LEGISLATIVE CONFERENCE
Embassy Suites Orlando - Lake Buena Vista South
December 6-8, 2017

TENTATIVE PROGRAM*

We are planning a variety of informative workshops to help you prepare for the 2018 Legislative Session. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates!

Wednesday, December 6

8:30 a.m. - 1:00 p.m.
Research Symposium – Ready & Resilient: Combating Water Hazards in an Era of Extreme Weather
Hosted by the League's Center for Municipal Research & Innovation

Additional registration required; be sure to check the box on the enclosed registration form if you would like to attend. Please note that anyone who signs up and does not attend the Symposium will be assessed a no-show fee of $45.

1:30 p.m. - 3:30 p.m.
Florida League of Mayors Roundtable
Mayors Only – separate registration Information will be available soon.

3:45 p.m. - 5:00 p.m.
Workshop – Explaining Contemporary American Political Culture: Mission Impossible?

3:45 p.m. - 5:00 p.m.
Florida League of Mayors Board of Directors Meeting

5:15 p.m. - 6:15 p.m.
Local/Regional League Officers Meeting
For local/regional league presidents, vice presidents and executive directors

Thursday, December 7

7:30 a.m. - 9:00 a.m.
Coffee Service

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Federal Action Strike Team (FAST) Meeting

9:00 a.m. - 10:15 a.m.
Let Cities Work Advocacy Strategy Workshop

10:30 a.m. - 11:30 a.m.
Workshop – Update on Telecommunications Issues

11:45 a.m. - 1:00 p.m.
Opening Luncheon

1:15 p.m. - 2:15 p.m.
Workshop – Preparing for the Additional Homestead Exemption

2:30 p.m. - 3:45 p.m.
Workshop – Lessons Learned in Hurricane Irma

4:00 p.m. - 5:00 p.m.
Workshop – Lobbying 101: Learn from the Pros on Effectively Communicating with Legislators

4:45 p.m. - 6:00 p.m.
Florida League of Cities Board of Directors Meeting

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

Friday, December 8

7:30 a.m. - 9:00 a.m.
Coffee Service

7:30 a.m. - 12:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Workshop – Update on the Constitution Revision Commission

9:15 a.m. - 10:15 a.m.
General Session

10:30 a.m. - 11:45 a.m.
Legislative Policy Committee Meetings

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

12:00 p.m. - 4:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: You must be registered for the full conference to attend this session and pre-registration is required. Registration is limited to the first 40 people. See the registration form for details.

** Program Subject to Change*

BE PART OF THE LEAGUE'S LEGISLATIVE ADVOCACY TEAM!

The 57th Annual Legislative Conference will be held **December 7-8, 2017** at the **Embassy Suites Orlando - Lake Buena Vista South**. The second of the League's annual meetings, this important conference is packed full of educational opportunities to prepare municipal officials for the 2018 legislative session, which will begin on January 9th.

Florida League of Cities President Gil Ziffer, commissioner from the City of Tallahassee, will preside over the conference, where he will rally the FLC membership in support of the 2018 FLC Legislative Action Agenda.

The second of the League's annual meetings, this important conference sets the stage for President Ziffer's ***Let Cities Work*** initiative which is focused on ramping up the League's advocacy strategy for the 2018 legislative session. Over the course of the two-day meeting, attendees will attend workshops and legislative policy committees to learn the latest on legislative proposals affecting cities, and take home tools to help them effectively engage with legislators and other interest groups. There will also be a special workshop to discuss the lessons learned from the **unprecedented Hurricane Irma**.

All of Florida's city officials are essential to the League's legislative success. Join your municipal colleagues to discuss the latest on the state's top issues, the status of the FLC legislative priorities and share ideas on ways to urge legislators to ***Let Cities Work***!

We look forward to seeing you there!

#LET CITIESWORK

REGISTRATION FEES

The registration fee for this conference is **$225** per person. This fee covers admission to all conference sessions, continental breakfasts, refreshment breaks, and Thursday's luncheon and networking event. No official activities are scheduled for guests or spouses.

MAIL REGISTRATION

To register in advance, fill out the enclosed registration form, attach a check for $225, and mail it to the League office by **Monday, November 20, 2017**. Your name badge and other information can be picked up at the conference registration desk.

ONLINE REGISTRATION

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

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

Questions? Contact Melanie G. Howe, CAE, CMP, Meetings Manager, with any questions at ***mhowe@flcities.com*** or via phone at (850) 222-9684.

HOTEL ACCOMMODATIONS

The **Embassy Suites Orlando - Lake Buena Vista South** (located at 4955 Kyngs Heath Road in Kissimmee) is the location for the 2017 Legislative Conference. The reservation cut-off date is **November 13, 2017** and the rate is **$143/night**, plus $8/night discounted self-parking. Each reservation includes a complimentary cooked-to-order breakfast and an evening reception.

In order to protect our room block for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration.** Once your registration is paid, you will be sent housing information via email. **Note:** If you register online but choose to mail in your check, you **will not** receive your housing information until your registration is **paid.** Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel will sell out, **so please register early!**

DIRECTIONS

I-4 Westbound (From Daytona Beach, Downtown Orlando, Colonial Drive)
Take exit #68 and turn left onto S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

I-4 Eastbound (Coming from Tampa, Clearwater)
Take exit #68 and travel south on S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

2017 LEGISLATIVE CONFERENCE REGISTRATION FORM

Return completed form via mail to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, ***www.flcities.com***, to access online registration.
Please type or print information requested. **Fill out a separate form for each registrant.**

Name:_____
first *middle* *last*

First Name or Nickname: _____
(as you wish it to appear on badge)

Title:_____ Affiliation: _____
(city, county or company)

Address: _____

City: _____ State: _____ Zip:_____

Phone: _____ Fax: _____

Email: _____

Office Contact Person:_____

ADDITIONAL ACTIVITIES

Please indicate if you will be attending any of the following additional events. NOTE: Do not check either box unless you are sure you will be attending the event.

- ☐ **Wednesday, December 6** - Research Symposium
- ☐ **Friday, December 8** - Continuing Education in Ethics

REMINDERS

Registration fee: $225. Covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

Make checks payable to the **Florida League of Cities.**

The advance registration deadline is November 20. After that date, please register on-site.

Complete a separate Conference Registration Form for each delegate. Duplicate this form as needed. Full payment must accompany each registration.

Cancellations must be received and confirmed in writing by **5:00 p.m., Monday, November 20** to receive a refund of registration fees. Refunds will not be issued until after the conference. No refunds will be issued for early departure. **Note: An administrative fee of $25.00 will be deducted from all refunds.**

Special Needs: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description of those needs to your registration form.

CITY OF DANIA BEACH
TRAVEL AUTHORIZATION

EMPLOYEE: Commissioner Bobbie H. Grace
DEPARTMENT: City Commission
LOCATION: Orlando, Florida
TRIP/TRAINING DATE: December 6 - December 8, 2017
PURPOSE: Florida League of Cities 57th Annual Legislative Conference

CHECK ONE
- ☐ Certification
- ☐ General Training
- ☐ License
- ☑ Other

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

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

COST SUMMARY

Expense	Description	Estimate
Registration Fee	FLC 2017 Legislative Conference	$ 225.00
Lodging (2 nights @ $143)	Embassy Suites by Hilton Orlando Lake Buena Vista	$ 286.00
Airfare	Travelocity Estimate	$ 150.00
Shuttle/Taxi/Lyft/Uber	Estimate	$ 150.00
Per Diem	Bobbie Grace	$ 102.00
	TOTAL EXPENSES	**$ 913.00**

TOTAL ESTIMATED TRAVEL COST **$ 913.00**

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

Traveler (print)	Signature	Date
Bobbie Grace		
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
Nicki Satterfield		11/6/17
City Manager (print)	Signature	Date
Robert Baldwin		11/6/17

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens	TAS	11/3/17

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Commissioner Bobbie H. Grace

Description of Trip: Florida League of Cities 57th Annual Legislative Conference

Daily per diem rate enter FY 18 Per Diem Rate here): **$ 51.00**

Destination: Orlando, Florida

First Date of Travel 6-Dec-17

Last Date of Travel 8-Dec-17

			Travel		Travel		
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Sunday**
Date			6-Dec-17	7-Dec-17	8-Dec-17		
Breakfast 15%				$ -			
Lunch 35%				$ -			
Dinner 50%				$ 25.50			
Total Daily total =			**$ 38.25**	**$ 25.50**	**$ 38.25**		

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

Pro-rating Per Diem for Travel Date of Departure/Return: **$ 38.25**

Total Per Diem Due to Traveler **$ 102.00**

Meal Exclusions		
Date	**Meal Provided**	**Amount**
7-Dec	Breakfast	$ 7.65
7-Dec	Lunch	$ 17.85
Total Exclusions		**$ 17.85**

Lottier, Christine

From: EVENT PLANNING (TAL) <EVENTPLANNING-TAL@flcities.com>
Sent: Friday, November 03, 2017 11:24 AM
To: Lottier, Christine
Cc: mhowe@flcities.com
Subject: FLC 2017 Legislative Conference Registration Confirmation for Bobbie H. Grace (20179)

FLC 2017 Legislative Conference

Embassy Suites Orlando - Lake Buena Vista South
4955 Kyngs Heath Rd.
Kissimmee, FL 34746

Dear Bobbie H. Grace,

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

Contact Information:

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

Notes:

The Florida League of Cities 2017 Legislative Conference will be held December 7-8, 2017.

HOUSING INFORMATION: To make your hotel reservations at the **Embassy Suites Orlando - Lake Buena Vista South**, please click here. You may also contact the Embassy Suites directly at (407) 597-4000 and use the group code **LOC**. The group rate is **$143/night** and all reservations include a complimentary cooked-to-order breakfast and complimentary reception. Discounted self-parking is available at the rate of $8/night. Please note that the reservation cut-off date is **November 13, 2017**, but the hotel could sell out before that time. **If the hotel is sold out, please contact Melanie Howe for a list of alternative suggestions.**

Registrant Information:

Registration Date	11/03/2017
Name	Bobbie H. Grace
Nickname	Bobbie
Title	Commissioner
Affiliation	Dania Beach
E-mail	clottier@daniabeachfl.gov
Any special dietary needs (i.e. vegetarian, Kosher, etc.)?	None

Your Itinerary:

Registration Fee (1)	$225.00
Total	**$225.00**
Payments	$225.00
Balance	**$0.00**

Payment Receipt:

Credit Card Reference Code	40396602095
Credit Card Authorization Code	059221
Date Processed	11/03/2017
Total Paid	$225.00
Payment Type	VISA **********2569

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

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Sign Out | Christine Lottier | Cart Keyword Search

FLORIDA LEAGUE OF CITIES, INC.

Events My Account

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

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

Paying by check? Click here for more information.

Order Confirmation

Florida League of Cities

Order Number	59363
Order Date	11/3/2017
Bill To	Christine Lottier
Payment Method	Visa **********2569
Name on Card	Christine Lottier

Item	Quantity	Price	Total
FLC 2017 Legislative Conference - Bobbie H. Grace When: 12/7/2017 - 12/8/2017 Where: Embassy Suites Orlando - Lake Buena Vista South 4955 Kyngs Heath Rd. Kissimmee, FL 34746 USA Registration option: Registration Fee 12/7/2017 7:30 AM	1	225.00	225.00
		Item Total	225.00
		Transaction Grand Total	**225.00**

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

Send another copy to: clottier@daniabeachfl.gov Send

Events

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Lottier, Christine

From: Embassy Suites Orlando - Lake Buena Vista South <groupcampaigns@pkghlrss.com>
Sent: Monday, October 30, 2017 3:28 PM
To: Lottier, Christine
Subject: The Embassy Suites Orlando - Lake Buena Vista South Reservation Confirmation

Reservation Confirmation

2017 Legislative Conference
Embassy Suites by Hilton Orlando Lake Buena Vista South
Dec 5, 2017 to Dec 7, 2017

We are pleased to confirm your reservation at Embassy Suites by Hilton Orlando Lake Buena Vista South. The staff at Embassy Suites by Hilton Orlando Lake Buena Vista South is looking forward to your arrival for 2017 Legislative Conference. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Online Confirmation	80584837
Date Booked	Oct 30, 2017
Reservation Name	BOBBIE GRACE
Arrival Date	Dec 6, 2017
Departure Date	Dec 8, 2017
Room Type	Two Queen Beds
Number of Rooms	1
Number of Guests	1
Night by Night Rate	Date / Guest(s) / Status / Rate Dec 6, 2017 / 1 / Confirmed / 143.00

	Dec 7, 2017 1 Confirmed 143.00 Additional Guest Rate Second Guest 0.00 Third Guest 10.00 Fourth Guest 10.00 Fifth Guest 10.00
Total Charge	286.00
Tax Disclosure	Room rates shown do not include 13.5% Hotel Tax per night (subject to change). Total charges presented on the website will include all room fees and taxes.
Add-Ons	Parking is at a fee
Cancel Policy	Cancellations made within 72 hours of arrival will forfeit one night's room and tax.

EMBASSY SUITES®
Orlando-Lake Buena Vista South

Embassy Suites by Hilton Orlando Lake Buena Vista South | 4955 Kyngs Heath Rd | Kissimmee, FL 34746
407-597-4000

This transmission is not a digital or electronic signature and cannot be used to form, document, or authenticate a contract. Embassy Suites accepts no liability arising in connection with this transmission.

Review your trip

Trip Summary

Trip Summary

Trip Total: **$158.48**

Price Guarantee

Only 4 tickets left at this price!

Rates are quoted in US dollars

Dec 6, 2017

From **Fort Lauderdale - Hollywood Intl. (FLL)**

To **Orlando Intl. (MCO)**

United

3:30pm FLL → 4:45pm MCO 1h 15m, Nonstop

Show flight and baggage fee details

Dec 8, 2017

From **Orlando Intl. (MCO)**

To **Fort Lauderdale - Hollywood Intl. (FLL)**

United

1:55pm MCO → 3:14pm FLL 1h 19m, Nonstop

Show flight and baggage fee details

Change flights

Confirm or upgrade your flight

Note: Fare includes both inbound and outbound flights for all travelers.

Economy

Cabin: Coach

Checked Bags

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Rome2rio

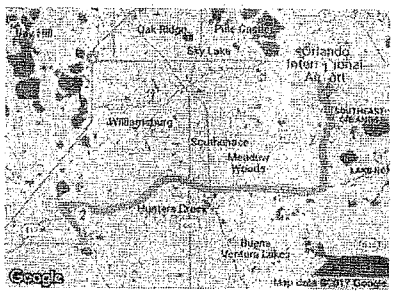
Orlando Airport (MCO) to Embassy Suites Orlando Lake Buena Vista South, Kissimmee:

Trip:
3 **Taxi**

One-Way approx: USD $90 - $110
Duration: 24 min

Orlando Airport (MCO)

Taxi from **Orlando Airport (MCO)** to **Embassy Suites Orlando Lake Buena Vista South, Kissimmee**
(One-Way approx:USD $90 - $110)



FROM	TO	AGENCY
Orlando Airport (MCO)	Embassy Suites Orlando Lake Buena Vista South, Kissimmee	24Seven Taxi +1 321-247-8294 Wheeler Taxi Service +1 321-662-9111 Rapid Transportation Service +1 407-557-5143 Diamond Cab Company +1 407-523-3333 Orlando Cab Co. +1 407-575-7757

DISTANCE	DURATION
19.9 miles	24 min

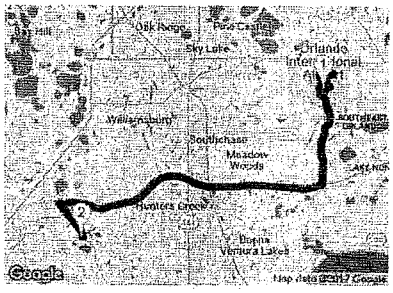
Embassy Suites Orlando Lake Buena Vista South, Kissimmee

Trip:
6 **Shuttle**

One-Way approx: USD $16 - $75
Duration: 28 min

Orlando

Shuttle from **Orlando** to **Embassy Suites Orlando Lake Buena Vista South, Kissimmee**
(One-Way approx:USD $16 - $75)



FROM	TO	AGENCY
Orlando	Embassy Suites Orlando Lake Buena Vista South, Kissimmee	Jayride

FREQUENCY	DURATION	SCHEDULES
on demand	28 min	

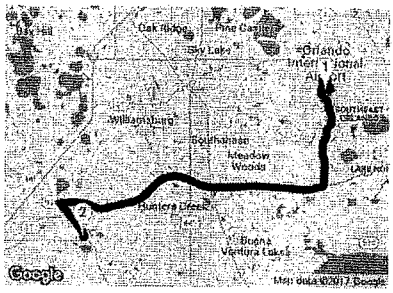
Embassy Suites Orlando Lake Buena Vista South, Kissimmee

Trip:
7 **Uber**

One-Way approx: USD $19 - $24
Duration: 24 min

Orlando Airport (MCO)

Uber from Orlando Airport (MCO) to Embassy Suites Orlando Lake Buena Vista South, Kissimmee
(One-Way approx:USD $19 - $24)



FROM	TO	AGENCY
Orlando Airport (MCO)	Embassy Suites Orlando Lake Buena Vista South, Kissimmee	Uber Orlando
FREQUENCY	**DURATION**	**SCHEDULES**
on demand	24 min	UBER.COM

Embassy Suites Orlando Lake Buena Vista South, Kissimmee

FY 2018 Per Diem Rates for ZIP 34746

(October 2017 - September 2018)

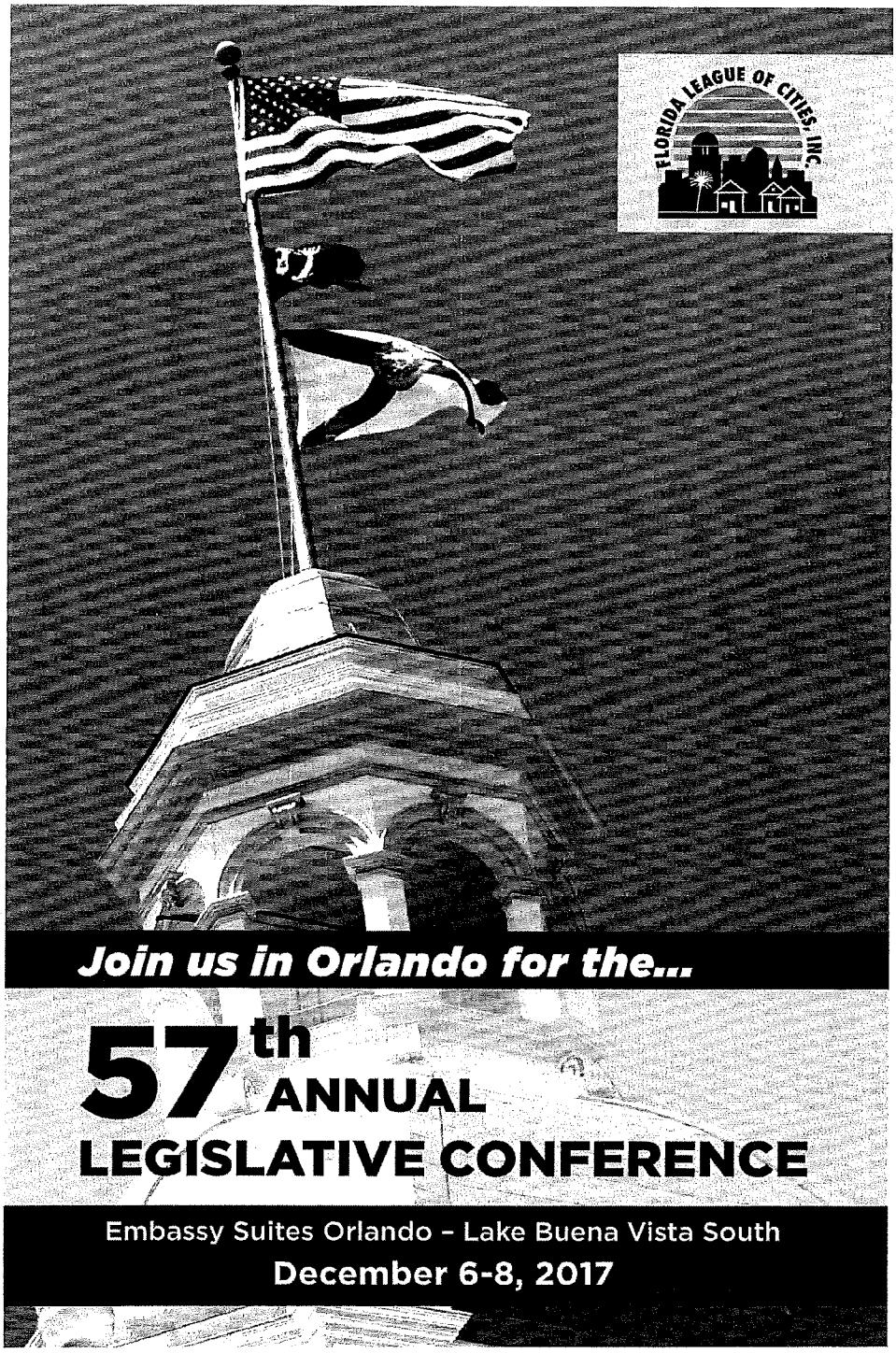
Cities not appearing below may be located within a county for which rates are listed.
To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website) .

October 2017 - September 2018 within the zip code: 34746. Max lodging by month (excluding taxes.) The last column is the Meals and Incidental Expense (M&IE) rate.

Primary Destination (1, 2)	County (3, 4)	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	M&IE (5)
Standard Rate	STANDARD RATE	$93	$93	$93	$93	$93	$93	$93	$93	$93	$93	$93	$93	$51

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as"all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include"all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.


FLORIDA LEAGUE OF CITIES, INC.
Join us in Orlando for the...
57th ANNUAL
LEGISLATIVE CONFERENCE
Embassy Suites Orlando – Lake Buena Vista South
December 6-8, 2017

TENTATIVE PROGRAM*

We are planning a variety of informative workshops to help you prepare for the 2018 Legislative Session. The specific workshop schedule will be posted to our website as soon as it is available, so check for updates!

Wednesday, December 6

8:30 a.m. - 1:00 p.m.
Research Symposium – Ready & Resilient: Combating Water Hazards in an Era of Extreme Weather
Hosted by the League's Center for Municipal Research & Innovation

Additional registration required; be sure to check the box on the enclosed registration form if you would like to attend. Please note that anyone who signs up and does not attend the Symposium will be assessed a no-show fee of $45.

1:30 p.m. - 3:30 p.m.
Florida League of Mayors Roundtable
Mayors Only – separate registration Information will be available soon.

3:45 p.m. - 5:00 p.m.
Workshop – Explaining Contemporary American Political Culture: Mission Impossible?

3:45 p.m. - 5:00 p.m.
Florida League of Mayors Board of Directors Meeting

5:15 p.m. - 6:15 p.m.
Local/Regional League Officers Meeting
For local/regional league presidents, vice presidents and executive directors

Thursday, December 7

7:30 a.m. - 9:00 a.m.
Coffee Service

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Federal Action Strike Team (FAST) Meeting

9:00 a.m. - 10:15 a.m.
Let Cities Work Advocacy Strategy Workshop

10:30 a.m. - 11:30 a.m.
Workshop – Update on Telecommunications Issues

11:45 a.m. - 1:00 p.m.
Opening Luncheon

1:15 p.m. - 2:15 p.m.
Workshop – Preparing for the Additional Homestead Exemption

2:30 p.m. - 3:45 p.m.
Workshop – Lessons Learned in Hurricane Irma

4:00 p.m. - 5:00 p.m.
Workshop – Lobbying 101: Learn from the Pros on Effectively Communicating with Legislators

4:45 p.m. - 6:00 p.m.
Florida League of Cities Board of Directors Meeting

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

Friday, December 8

7:30 a.m. - 9:00 a.m.
Coffee Service

7:30 a.m. - 12:00 p.m.
Registration Desk Open

8:00 a.m. - 9:00 a.m.
Workshop – Update on the Constitution Revision Commission

9:15 a.m. - 10:15 a.m.
General Session

10:30 a.m. - 11:45 a.m.
Legislative Policy Committee Meetings

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

12:00 p.m. - 4:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.

NOTE: You must be registered for the full conference to attend this session and pre-registration is required. Registration is limited to the first 40 people. See the registration form for details.

** Program Subject to Change*

BE PART OF THE LEAGUE'S LEGISLATIVE ADVOCACY TEAM!

The 57th Annual Legislative Conference will be held **December 7-8, 2017** at the **Embassy Suites Orlando - Lake Buena Vista South**. The second of the League's annual meetings, this important conference is packed full of educational opportunities to prepare municipal officials for the 2018 legislative session, which will begin on January 9th.

Florida League of Cities President Gil Ziffer, commissioner from the City of Tallahassee, will preside over the conference, where he will rally the FLC membership in support of the 2018 FLC Legislative Action Agenda.

The second of the League's annual meetings, this important conference sets the stage for President Ziffer's ***Let Cities Work*** initiative which is focused on ramping up the League's advocacy strategy for the 2018 legislative session. Over the course of the two-day meeting, attendees will attend workshops and legislative policy committees to learn the latest on legislative proposals affecting cities, and take home tools to help them effectively engage with legislators and other interest groups. There will also be a special workshop to discuss the lessons learned from the **unprecedented Hurricane Irma**.

All of Florida's city officials are essential to the League's legislative success. Join your municipal colleagues to discuss the latest on the state's top issues, the status of the FLC legislative priorities and share ideas on ways to urge legislators to ***Let Cities Work***!

We look forward to seeing you there!

#LETCITIESWORK

REGISTRATION FEES

The registration fee for this conference is **$225** per person. This fee covers admission to all conference sessions, continental breakfasts, refreshment breaks, and Thursday's luncheon and networking event. No official activities are scheduled for guests or spouses.

MAIL REGISTRATION

To register in advance, fill out the enclosed registration form, attach a check for $225, and mail it to the League office by **Monday, November 20, 2017**. Your name badge and other information can be picked up at the conference registration desk.

ONLINE REGISTRATION

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

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

Questions? Contact Melanie G. Howe, CAE, CMP, Meetings Manager, with any questions at ***mhowe@flcities.com*** or via phone at (850) 222-9684.

HOTEL ACCOMMODATIONS

The **Embassy Suites Orlando - Lake Buena Vista South** (located at 4955 Kyngs Heath Road in Kissimmee) is the location for the 2017 Legislative Conference. The reservation cut-off date is **November 13, 2017** and the rate is **$143/night**, plus $8/night discounted self-parking. Each reservation includes a complimentary cooked-to-order breakfast and an evening reception.

In order to protect our room block for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration.** Once your registration is paid, you will be sent housing information via email. **Note:** If you register online but choose to mail in your check, you **will not** receive your housing information until your registration is **paid.** Remember that we are unable to guarantee reservations for anyone, nor the exact date on which the hotel will sell out, **so please register early!**

DIRECTIONS

I-4 Westbound (From Daytona Beach, Downtown Orlando, Colonial Drive)
Take exit #68 and turn left onto S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

I-4 Eastbound (Coming from Tampa, Clearwater)
Take exit #68 and travel south on S.R. 535 (S. Apopka/Vineland Road). Travel approximately 3.5 miles then turn right onto Kyngs Heath Road. The hotel is on the right and visible from S.R. 535.

2017 LEGISLATIVE CONFERENCE REGISTRATION FORM

Return completed form via mail to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, ***www.flcities.com***, to access online registration.
Please type or print information requested. **Fill out a separate form for each registrant.**

Name:_____
first *middle* *last*

First Name or Nickname: _____
(as you wish it to appear on badge)

Title:_____ Affiliation: _____
(city, county or company)

Address: _____

City: _____ State: _____ Zip:_____

Phone: _____ Fax: _____

Email: _____

Office Contact Person:_____

ADDITIONAL ACTIVITIES

Please indicate if you will be attending any of the following additional events. NOTE: Do not check either box unless you are sure you will be attending the event.

- ☐ **Wednesday, December 6** - Research Symposium
- ☐ **Friday, December 8** - Continuing Education in Ethics

REMINDERS

Registration fee: $225. Covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

Make checks payable to the **Florida League of Cities.**

The advance registration deadline is November 20. After that date, please register on-site.

Complete a separate Conference Registration Form for each delegate. Duplicate this form as needed. Full payment must accompany each registration.

Cancellations must be received and confirmed in writing by **5:00 p.m., Monday, November 20** to receive a refund of registration fees. Refunds will not be issued until after the conference. No refunds will be issued for early departure. **Note: An administrative fee of $25.00 will be deducted from all refunds.**

Special Needs: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description of those needs to your registration form.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
Approve Auctioneer License for Kodner Estate Holdings, d/b/a J. Kodner Galleries, 15 S Federal Highway #13, Dania Beach, Florida 33004 Approve Auctioneer License for Whitley's Auctioneers, Inc., d/b/a Whitley Collection, 485 S Federal Highway, Dania Beach, Florida 33004

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, J Kodner Galleries, Whitley's Auctioneers, Code Requirements

CITY OF DANIA BEACH

FINANCE DEPARTMENT
LOCAL BUSINESS TAX RECEIPT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

THRU: Nicki Satterfield, Finance Director

RE: Business Tax Receipt for Fiscal Year 2018

DATE: November 7, 2017

This memo addresses the City's specialized list of Business License applicants scheduled for Commission consideration and action at the November 14, 2017 meeting. In order to issue a new annual Business License for the specific businesses listed below, the applicant has been reviewed by Broward Sheriff Office in compliance with State, County and City ordinance. Every new application and renewal for these specific Business Licenses requires consideration and approval or denial by the City Commission due to the nature of their business as provided by the City's Code of Ordinances.

Auctioneers

Kodner Estate Holdings (d/b/a J. Kodner Galleries) – 15 S Federal Hwy (Operating since 2000)

- This applicant already holds an auctioneer license established in the City (45 S. Federal Highway) and is seeking a second auctioneer license at an additional place of business at another location
- No Issues at this time per review by City staff and BSO.

Whitley's Auctioneers, Inc. (d/b/a Whitley Collection) – 485 S. Federal Highway

- No Issues at this time per review by City staff and BSO.

Commission Action:

The Administration requests Commission review of the above applicants and a motion to approve those applications for Business License based on the Commission's consideration.

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

Lic. #:	
Fee:	

RECEIVED
NOV 01 2017

Business License Application Form

Date of Application: 6/13/17

Property Folio: _____

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

Business Information:

Name of Business: Kodner Estate holdings — Business Phone: 954-342-9684

D/B/A: J. Kodner Galleries — Business Fax: _____

Business Address: 13 S Federal Hwy #13 — Emergency #: _____

Mailing Address: 13 S. Federal Hwy #13 — In an Enterprise Zone? _____

Email Address: INFO@JKodner.com — If yes, # of Employees: _____

Federal ID (EIN) or Social Security #: 47-3612274 — Dept. of Revenue Sale & Use Tax #: _____

Business Owner(s) Name(s)	Address	DOB	Home Phone
JOSHUA Kodner	13 S Federal HWY	[redacted]	305.680.8680

Person Applying for License:

Name: JOSHUA Kodner — Title: President (Within company)

Phone: 954-342-9684 — Cell Phone: 305.680.8680 — Email: INFO@JKodner.com

Type of License Requested (Check one please):

(X) New License ( ) Transfer Ownership ( ) Transfer Location ( ) Home Based Occupation
( ) Update License Information ( ) Business Name Change

Proposed Use:	Art & Antique gallery, online Auctions, No people In House, Internet SALES.

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

Specialized Information (Fill in only if applicable):

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

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: ACORD/Fiorentino Insurance Group — Phone: 561.368.4704

*Sanitation Company: Progressive Waste Solutions — Phone: 305-638-3800

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

SIGNATURE OF APPLICANT — DATE 10/25/17

This will be forwarded to the Building Department and the Fire Prevention Bureau. If any violations exist, said violations must be

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-17-204 RECORD #: 002976

BUSINESS NAME: Kodner Estate Holdings

BUSINESS ADDRESS: 15 South Federal Hwy Dania Beach, FL 33004

BLDG #: 15 BAY #: 13

BUSINESS PHONE: 305-680-8680

BUSINESS USE(S): * General office use with open space
- Online auction
- Internet Sales
- Art Gallery

PROPERTY ZONED: CC FOLIO #: 5042 3401 3380

CERTIFICATE APPROVED BY: Daniel Lozandier DATE: 08/08/2017

LIMITATION(S):

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

MUST BE POSTED AT BUSINESS LOCATION

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
4601 SW 30 Ave
Dania Beach, FL 33312
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: 6/12/17

Business Information

Business Name: J. Kodner Galleries

Business Address: 15 S. Federal Hwy #13

City: Dania Beach State: FL ZIP:

Business Phone: 954.342.9684 Business Fax:

E-Mail Address: INFO@JKodner.com

Hours of Operation: 10 - 5pm, by Appointment

Owner / Manager Contact Information

Name: JOSHUA Kodner

Address: 13. S. Federal Hwy

Home Phone: 954.342.9684 Cellular: 305.680.8680

Emergency Contact Information	
Name JOSHUA Kodner	Telephone 305.680.8680
	561.703.1043

Comments:

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

Zone #

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 15. S Federal HWy, DANIA BEACH 33004

LESSEE BAY/UNIT/SUITE #(S): 13 FOLIO #: _____

AND HAVE LEASED SAID PREMISES TO: JOSHUA KODNER

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Auction GAllery

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

B Kodner	Bruce Kodner
SIGNATURE OF OWNER OR AGENT	**PRINTED NAME**

President	561-441-0971	
TITLE	**PHONE NUMBER**	**DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 3 **day of** October, 2017, **by** ~~Giovanni Zurita~~ Bruce Kodner **who is personally know to me or who has produced** Drivers License **as identification, and who did (or did not) take an oath.**

_____

NOTARY PUBLIC **(SEAL)**

MY COMMISSION EXPIRES:

GIOVANNI ZURITA
Notary Public – State of Florida
Commission # GG 63815
My Comm. Expires Jan 18, 2021

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

AFFIDAVIT OF INVENTORY

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

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

J. Kodner Galleries — **is $** 25,000.00
NAME OF BUSINESS

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

[signature] — President
SIGNATURE OF OWNER OR OFFICER — **TITLE**

Bruce Kodner — 10-3-17
PRINTED NAME — **DATE**

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 3 **day of** October, 2017, **by** Guiovanni Zurita **who is personally know to me or who has produced** Drivers License **as identification, and who did (or did not) take an oath.**

_____
NOTARY PUBLIC **(SEAL)**
MY COMMISSION EXPIRES:

GUIOVANNI ZURITA
Notary Public - State of Florida
Commission # GG 63815
My Comm. Expires Jan 18, 2021

Detail by Entity Name

Florida Limited Liability Company
KODNER ESTATE HOLDINGS, LLC

Filing Information

Document Number	L15000048801
FEI/EIN Number	47-3612274
Date Filed	03/18/2015
State	FL
Status	ACTIVE

Principal Address

1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Changed: 04/25/2016

Mailing Address

1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Changed: 04/25/2016

Registered Agent Name & Address

DFS AGENT, LLC
1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Name Changed: 02/15/2017

Address Changed: 04/25/2016

Authorized Person(s) Detail

Name & Address

Title AMBR

KODNER, JOSHUA J
1760 N Jog Road
Suite 150
West Palm Beach, FL 33411

Annual Reports

Report Year	Filed Date
2016	04/25/2016
2017	02/15/2017

Document Images

02/15/2017 -- ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L15000048801

FILED
Feb 15, 2017
Secretary of State
CC8634228398

Entity Name: KODNER ESTATE HOLDINGS, LLC

Current Principal Place of Business:

1760 N JOG ROAD
SUITE 150
WEST PALM BEACH, FL 33411

Current Mailing Address:

1760 N JOG ROAD
SUITE 150
WEST PALM BEACH, FL 33411 US

FEI Number: 47-3612274

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DFS AGENT, LLC
1760 N JOG ROAD
SUITE 150
WEST PALM BEACH, FL 33411 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICK DISALVO 02/15/2017

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	KODNER, JOSHUA J
Address	1760 N JOG ROAD SUITE 150
City-State-Zip:	WEST PALM BEACH FL 33411

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSHUA J. KODNER AMBR 02/15/2017

Electronic Signature of Signing Authorized Person(s) Detail — Date

Electronic Articles of Organization
For
Florida Limited Liability Company

L15000048801
FILED 8:00 AM
March 18, 2015
Sec. Of State
tbrown

Article I

The name of the Limited Liability Company is:

KODNER ESTATE HOLDINGS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

10180 SE 67TH TER.
BELLEVIEW, FL. US 34420

The mailing address of the Limited Liability Company is:

10180 SE 67TH TER.
BELLEVIEW, FL. US 34420

Article III

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

UNITED STATES CORPORATION AGENTS, INC.
13302 WINDING OAK COURT
A
TAMPA, FL. 33612

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHEYENNE MOSELEY, US CORP. AGENTS

Article IV

L15000048801
FILED 8:00 AM
March 18, 2015
Sec. Of State
tbrown

The name and address of person(s) authorized to manage LLC:

Title: AMBR
JOSHUA J KODNER
10180 SE 67TH TER.
BELLEVIEW, FL. 34420 US

Signature of member or an authorized representative

Electronic Signature: CHEYENNE MOSELEY, US CORP. AGENTS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

2:28:38 PM 10/25/2017

Licensee Details

Licensee Information

Name:	**KODNER, JOSHUA (Primary Name)**
Main Address:	**804 E. WINDWARD WAY APT 215 LANTANA Florida 33462**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Auctioneer**
Rank:	**Auctioneer**
License Number:	**AU4882**
Status:	**Current,Active**
Licensure Date:	**08/04/2017**
Expires:	**11/30/2019**

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

2:29:35 PM 10/25/2017

Licensee Details

Licensee Information

Name:	**KODNER, JOSHUA (Primary Name)**
Main Address:	**804 E. WINDWARD WAY APT 215** **LANTANA Florida 33462**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

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

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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TRAVELERS

BOND
(License or Permit - Definite Term)

Bond No. 106826087

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Kodner Estate Holdings, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the state of FLORIDA, as Surety, are held and firmly bound unto City of Dania Beach, as Obligee, in the penal sum of One Thousand ($1,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Auctioneer.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning November 01, 2017, and ending November 01, 2018, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this November 01, 2017.

Kodner Estate Holdings

By: _____
Principal

Travelers Casualty and Surety Company of America

By: _____
Brad Bullerdieck — Attorney-in-Fact

COPY

S-2151B (4/17)

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 01 day of November, 2017.

COPY

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the above-named individuals and the details of the bond to which the power is attached.

Abington
AUCTION GALLERY

3263 North Dixie Highway
Fort Lauderdale, FL 33334
954.900.4869
info@abingtonauctions.com

10-25-2017

To Whom it May Concern,

Abington Auction Gallery has known and conducted business with Joshua Kodner of J. Kodner Galleries for several years. Through these years our friendship and business relationship have grown and I think very highly of his ethics, morals, and business sense. I would not hesitate to recommend him to friends and family. Feel free to contact me at any time in regards to this matter.

Regards,

Christopher Mayor
President
Abington Auction Gallery

PAKMAIL®

PACK IT SHIP IT CRATE IT FREIGHT IT

1931, Cordova Road Fort Lauderdale FL 33316

TO WHOM IT MAY CONCERN

This letter is to testify the good business ethics and moral character of Mr. Joshua Kodner as President of J. Kodner Galleries.

Joshua and I have conducted business for several months and he has always done the right thing, as expected.

I, indeed, look forward to several more months and years of good business.

Cordially,

FERNANDO ANDRADE

Fort Lauderdale, August 10, 2017

J.Kodner Galleries

15. S Federal Hwy Suite #13 Dania Beach Fl, 3004

www.JoshuaKodner.com

J.Kodner Galleries is an estate buying specialist, purchases of antiques, Estate Jewelry. J.Kodner Galleries Conducts Live Internet Auctions Every Month. Licensed Auctioneers, Certified Gemologist, Certified Apprasier.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Fiorentino Insurance Group
7251 W Palmetto Park Rd Ste. 306
Boca Raton, FL 33433

CONTACT NAME: Justin Fiorentino
PHONE (A/C, No, Ext): (561)368-4704 FAX (A/C, No): (561)368-4705
E-MAIL ADDRESS: justinf@figfl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Covington Specialty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

KODNER ESTATE HOLDINGS, LLC
13 S. Federal Hwy
Dania, FL 33004

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			VBA535481-00	05/11/2017	05/11/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Antiques Gallery

CERTIFICATE HOLDER

Broward County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JAF)

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CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

Lic. #:	
Fee:	

RECEIVED
NOV 07 2017
BY:

Business License Application Form

Date of Application: Oct 12, 2017
Property Folio: 5142 03 19 0020

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

Business Information:

Name of Business: Whitley's Auctioneers, Inc
Business Phone: 954 908 7000
D/B/A: Whitley Collection
Business Fax:
Business Address: 488 S. Federal Hwy
Emergency #: 305 527 2266
Mailing Address: Dania Beach, FL 33004
In an Enterprise Zone? yes
Email Address: Arron@Whitleycollection.com
If yes, # of Employees: 10
Federal ID (EIN) or Social Security #: 82-2415029
Dept. of Revenue Sale & Use Tax #:

Business Owner(s) Name(s)	Address	DOB	Home Phone
Arron D. Rimpley	6101 Aqua Ave #102 MB 33141	[redacted]	305 527 2266
Greg L. Whittecar	410 Palmarito St. Coral Gables	[redacted]	305 527 1828

Person Applying for License:

Name: Arron D. Rimpley
Title: President (Within company)
Phone: 954 908 7000
Cell Phone: 305 527 2266
Email: Arron@Whitleycollection.com

Type of License Requested (Check one please):

- (X) New License
- ( ) Transfer Ownership
- ( ) Transfer Location
- ( ) Home Based Occupation
- ( ) Update License Information
- ( ) Business Name Change

Proposed Use: *Existing Business Adding Auction Component

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

Specialized Information (Fill in only if applicable):

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

Insurance/Sanitation Information (REQUIRED):

Name of Insurance Co: Moody Insurance Group.
Phone: 954.246.7700.
Sanitation Company: Waste Management Inc. of Florida
Phone: 954.974.7700.

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

SIGNATURE OF APPLICANT

Oct 12, 2017
DATE

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

CITY OF DANIA BEACH

Department of Community Development
Zoning Division

CERTIFICATE OF USE

CERTIFICATE #: CU-17-232 RECORD #: 003004

BUSINESS NAME: Whitley's Auctioneers, Inc.

BUSINESS ADDRESS: 485 South Federal Hwy, Dania Beach FL 33004

BLDG #: _____ BAY #: _____

BUSINESS PHONE: 954-908-7000

BUSINESS USE(S): Auction House for fine arts and antiques.

* Adding use to existing retail sales of antiques.

PROPERTY ZONED: SFED-MU FOLIO #: 5142 0319 0020

CERTIFICATE APPROVED BY: Daniel Lozandier DATE: 09/25/2017

LIMITATION(S):

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

MUST BE POSTED AT BUSINESS LOCATION

Broward Sheriff's Office
District 2 - Dania Beach
Crime Prevention Unit
4601 SW 30 Ave
Dania Beach, FL 33312
Phone # 954-926-2400

Dania Beach Business Watch
Membership Application
(PLEASE PRINT)

Date: Oct 12, 2017

Business Information

Business Name: Whitley's Auctioneers, Inc. - Whitley Collection

Business Address: 485 S. Federal Hwy

City: Dania Beach State: FL ZIP: 33004

Business Phone: 9549087000 Business Fax:

E-Mail Address: aaron@whitleycollection.com

Hours of Operation: M-F 10 AM - 6PM

Owner / Manager Contact Information

Name: Aaron D. Rimpley

Address: 485 S. Federal Hwy. Dania Beach, FL 33004

Home Phone: Cellular: 305 5272266

Emergency Contact Information

Name	Telephone
Aaron D. Rimpley	305 527 2266
Greg Whittecar	305 527 1828
Heather Noyes	305 793 2716

Comments:

** Existing Business - here 7 years

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

Zone #

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

PROPERTY OWNER/LANDLORD AUTHORIZATION TO ISSUE LICENSE

I CERTIFY THAT I AM THE PROPERTY OWNER AND/OR AUTHORIZED AGENT OF THE PREMISES LOCATED AT: 485 S. Federal Hwy Dania Beach, FL 33004

LESSEE BAY/UNIT/SUITE #(S): _____ FOLIO #: 5142 039 0020

AND HAVE LEASED SAID PREMISES TO: Whitley's Auctioneers, Inc. - Whitley Collection

FOR THE PURPOSE OF CONDUCTING HIS/HER BUSINESS OF: Sales of Antiques

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

SIGNATURE OF OWNER OR AGENT	PRINTED NAME: Arron D. Rimpley	
TITLE: President	PHONE NUMBER: 305 527 2266	DATE: Oct 27, 2017

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 27 **day of** Oct, 2017, **by** ARRON. D. RIMPLEY **who is personally know to me or who has produced** FL. DL **as identification, and who did (or did not) take an oath.**

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES:

DJAMALI BADAOUI
MY COMMISSION # GG 005444
EXPIRES: October 8, 2020
Bonded Thru Notary Public Underwriters

REV 11/09

CITY OF DANIA BEACH

Local Business Tax Receipt Division
100 W Dania Beach Blvd. Dania Beach, FL 33004
954-924-6800 x3672 - FAX 954-922-5619

AFFIDAVIT OF INVENTORY

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

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

Whitley's Auctioneers Inc. is $ 10,000
NAME OF BUSINESS

**Please fill in areas where applicable.*
Percent of Inventory as Retail Product: 100 % Value of Inventory as Retail Product: $ 10,000
Percent of Inventory as Wholesale Product: _____ % Value of Inventory as Wholesale Product: $ _____
Total of Storage and/or Warehouse Space: 2000 Square Feet

SIGNATURE OF OWNER OR OFFICER — **TITLE** President

PRINTED NAME Arron D. Rimpley — **DATE** Oct. 27, 2017

State of Florida:

County of Broward:

The foregoing instrument was acknowledged before me this 27 **day of** Oct, 2017, **by** ARRON D. RIMPLEY **who is personally know to me or who has produced** FL DL **as identification, and who did (or did not) take an oath.**

NOTARY PUBLIC **(SEAL)**

MY COMMISSION EXPIRES:

DJAMALI BADAOUI
MY COMMISSION # GG 005444
EXPIRES: October 8, 2020
Bonded Thru Notary Public Underwriters

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Business Tax Division
Phone: 954-924-3644 / Fax: 954-922-2687
Business Tax Auctioneer's Application

Name of Applicant: Aaron Rimpley Date of Application: _____

Applicant's Home Address: 6101 AQUA Ave. NO. 102 Miami Beach, FL 33141

Applicant's Business Address: ~~MIAMI BEA~~ 485 S. FEDERAL HWY Dania Beach, FL. 33004

Bus. Tel: 9548668044 Fax: _____ Home Tel: 3055272266

Emergency Tel: 3055271828 Email: Aaron@whitleys.auction

Please answer all the following questions:

1. Does applicant hold or ever held an auctioneer's license from any state, municipality, governing body or licensing authority?
   No ( ) Yes (✓), list the time and place and by whom issued: FLORIDA - # AU4891 - 2017

2. Has any state, municipality, governing body or licensing authority ever refused to issue or to renew an auctioneer's license?
   No (✓) Yes ( ), state reason for the refusal: _____

3. Has any state, municipality, governing body or licensing authority ever revoked an auctioneer's license held by you?
   No (✓) Yes ( ), give full and accurate statement as to reason for any such revocation. _____

4. Have you ever been convicted of a crime, misdemeanor, or violation of any municipal ordinance?
   No (✓) Yes ( ), state the nature of the offense and the punishment or penalty assessed thereto: _____

5. Length of time for which auctioneer's license is desired. (Not to exceed one (1) year) 1 year.

In addition to completing the foregoing, applicant shall furnish to the city the following:

(a) Photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's license by an individual holding an unexpired auctioneer's license issued under this article and who has in a precious application under this article complied with this requirement.

(b) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's license by an individual holding any unexpireed auctioneer's license issued under this article and who has in a previous application under this article complied with this requirement.

I HEREBY CERTIFY THAT ALL ANSWERS, STATEMENTS AND ITEMS SUBMITTED HEREWITH ARE TRUE AND/OR CORRECT IN EVERY RESPECT AND AGREES AND UNDERSTANDS THAT ANY MISSTATEMENT OF FACTS CONTAINED IN THIS APPLICATION SHALL CAUSE MY LICENSE TO BE REVOKED.

Aaron D. Rimpley
Applicant

Dated this 27 **day of** October**, 20**17

THE ISSUANCE OF AN AUCTIONEER'S LICENSE IS SUBJECT TO THE APPROVAL OF THE CITY COMMISION, SECTION 21-52 OF THE CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, FLORIDA.

I CERTIFY THAT THE ISSUANCE OF THIS LICENSE WA APPROVED BY THE CITY OF COMMISSION ON THE _____DAY OF _____, 20 ____.

_____
City Clerk

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

RIMPLEY, ARRON DALE
6101 AQUA AVE 102
MIAMI BEACH FL 33004

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AU4891 ISSUED: 08/29/2017

AUCTIONEER
RIMPLEY, ARRON DALE

IS LICENSED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2019 L1708290000570

DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AU4891	

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

RIMPLEY, ARRON DALE
6101 AQUA AVE 102
MIAMI BEACH FL 33004

ISSUED: 08/29/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1708290000570

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA BOARD OF AUCTIONEERS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

WHITLEY AUCTIONEERS, INC.
WHITLEY AUCTIONEERS, INC.
485 S. FEDERAL HWY
DANIA BEACH FL 33004

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AB3682 ISSUED: 09/19/2017

AUCTION BUSINESS
WHITLEY AUCTIONEERS, INC.
WHITLEY AUCTIONEERS, INC.

IS LICENSED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2019 L1709190000400

DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AB3682	

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

WHITLEY AUCTIONEERS, INC.
WHITLEY AUCTIONEERS, INC.
485 S. FEDERAL HWY.
DANIA BEACH FL 33004

ISSUED: 09/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1709190000400

Whitley's Auctioneers, Inc.
485 South Federal Highway
Dania Beach, Florida
33004
954.866.8044

October 27, 2017

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Dear City Officials,

We are expanding our current offerings at the gallery to include auctions. Our auctions will include antiques, design, fine art, and other decorative arts.

Please let me know if I may answer any additional questions.

Regards,

Arron D. Rimpley

Detail by Entity Name

Florida Profit Corporation
WHITLEY'S AUCTIONEERS, INC.

Filing Information

Document Number	P17000066666
FEI/EIN Number	NONE
Date Filed	08/08/2017
Effective Date	08/08/2017
State	FL
Status	ACTIVE

Principal Address

485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Mailing Address

485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Registered Agent Name & Address

RIMPLEY, ARRON
485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Officer/Director Detail

Name & Address

Title PST

RIMPLEY, ARRON D
485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Title VP

WHITTECAR, GREGG L
485 S. FEDERAL HWY
DANIA BEACH, FL 33004

Annual Reports

No Annual Reports Filed

Document Images

08/08/2017 -- Domestic Profit | View image in PDF format

Electronic Articles of Incorporation For

P17000066666
FILED
August 08, 2017
Sec. Of State
mtmoon

WHITLEY'S AUCTIONEERS, INC.

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

Article I

The name of the corporation is:

WHITLEY'S AUCTIONEERS, INC.

Article II

The principal place of business address:

485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

The mailing address of the corporation is:

485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

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

1000

Article V

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

ARRON RIMPLEY
485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

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

Registered Agent Signature: ARRON RIMPLEY

P17000066666
FILED
August 08, 2017
Sec. Of State
mtmoon

Article VI

The name and address of the incorporator is:

STEVEN KOZLOWSKI
168 SE 1ST STREET
1001
MIAMI, FL 33131

Electronic Signature of Incorporator: STEVEN KOZLOWSKI

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

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

Title: PST
ARRON D RIMPLEY
485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

Title: VP
GREGG L WHITTECAR
485 S. FEDERAL HWY
DANIA BEACH, FL. 33004

Article VIII

The effective date for this corporation shall be:

08/08/2017

Nationwide

Nationwide Mutual Insurance Company
Bond Department
1100 Locust Department 2006
Des Moines, IA 50391-2006

License and Permit Bond

Bond No. 7900461055

KNOW ALL MEN BY THESE PRESENTS:

That we, Whitley's Auctioneers, Inc, of Dania Beach, State of FL, as Principal, and Nationwide Mutual Insurance Company, a corporation duly licensed to do business in the State of Florida, as Surety, are held and firmly bound unto City of Dania Beach, State of Florida, Obligee, in the penal sum of One Thousand Dollars ($ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a license or permit described as follows: Auctioneer Bond by the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, appertaining to the license or permit described then this obligation to be void, otherwise to remain in full force and effect from November 1st, 2017, until October 31st, 2018, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 2nd day of November, 2017.

Shall save and keep harmless the City of Dania Beach from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said license or permit.

Whitley's Auctioneers, Inc

Principal

Nationwide Mutual Insurance Company

By: Janice L Fisher, Attorney-in-Fact

Nationwide®

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Janice L Fisher

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Thousand Dollars ($1,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of November, 2017.

This power of attorney expires: April 30, 2019

Assistant Secretary

BDJ 1(05-17)00

10/27/17

Re: Arron Rimpley

To whom it may concern;

I've known Arron Rimpley for over 10 years in both personal and professional capacities. He's always conducted himself in a responsible and respectful manor. I consider Arron to have the highest level of integrity and moral character. If you have any further questions, please don't hesitate to call.

Sincerely,

Henry True
2581 Eagle Run Lane
Weston, FL 33327
732-616-9657

STAGEDRIGHTevents
it's what we do.

To Whom It May Concern:

This letter is to provide a very STRONG recommendation of moral character and business responsibility for Mr. Arron Rimpley and the Gallery of Amazing Things. Staged Right Events collaborates on many business opportunities with Arron and his team with great success.

The Gallery of Amazing Things continues to be a pillar of our community, Dania Beach but also of the South Florida community donating time, money and event space whenever possible to assist non-profits organizations.

It is with great pleasure that I call Arron and his team great friends and partners.

Sincerely,

Luis G. Rimoli – President
Staged Right Events

Staged Right Events, Inc.
29 S Federal Highway, Dania Beach, FL 33004

ARTICLE IV. - AUCTIONS AND AUCTIONEERS
FOOTNOTE(S):

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

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

Sec. 21-51. - License required.

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

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

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

(a) The city commission of the City of Dania Beach, Florida, is hereby authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.

(b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:

(1) Name of the applicant.

(2) Residence and business address of the applicant.

(3) The length of time for which an auctioneer's business tax receipt is desired.

(4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.

(5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.

(6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, except that the city

commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;

(7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.

(c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the city commission shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article. The chief of police shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the city commission whether or not the moral character and business responsibility of the applicant is satisfactory.

(d) An auctioneer's business tax receipt may be revoked by the city commission or an application for issuance or renewal of such receipt may be refused by the city commission, if it is determined, after notice and hearing:

(1) That the applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or

(2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or

(3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or

(4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania Beach, Florida; or

(5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or

(6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or

(7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

(e)

Notice of the hearing provided for in subparagraph (d) above shall be given in writing to the applicant or receipt holder as the case may be. Such notice shall be mailed, postage prepaid, to the applicant or receipt holder as the case may be at his last known address at least five (5) days prior to the date set for hearing. The applicant or receipt holder as the case may be shall have the right to be represented at such hearing by counsel.

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

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

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

(Ord. No. 27-88, § 3, 5-24-88)

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

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

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

Sec. 21-55. - Bond.

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

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

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

(a) No auction sale of personal property (goods, wares or merchandise) shall be conducted within any of the residential areas of the city except upon the issuance of a special permit therefor by the city commission and in accordance with the express terms of such special permit.

(b) Application for a special permit to conduct an auction sale of personal property (goods, wares or merchandise) within the areas of the city described in subsection (a) above shall be made to the city commission on a form to be provided by the city upon which shall be stated the nature and quantity of the goods to be sold and the number of days during which it is desired to conduct such

auction sale. The city commission shall issue such special permit upon the payment of a fee of fifteen dollars ($15.00) which fee shall be in addition to and not in lieu of the fees and bond provided for in sections 21-54 and 21-55 respectively, of this article, upon its determination that there is good and sufficient reason for the issuance of such special permit. Such special permit shall specify the place or places within the areas described in subsection (a) above to which it pertains and the number of days for which such special permit is valid.

(c) The city commission may refuse to issue or renew such special permit or may revoke any special permit already issued, if it determines that there is good and sufficient reason for such refusal or revocation. Any individual aggrieved by the action of the city commission in refusing to issue or renew or in revoking any such special permit shall have the right to appeal as provided in section 21-53 of this article. In the event that such an appeal be taken, it shall be unlawful for any individual to conduct any sale at auction in accordance with the terms of such special permit.

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

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

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

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

(Ord. No. 27-88, § 7, 5-24-88)

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

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

(Ord. No. 27-88, § 8, 5-24-88)

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

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

(Ord. No. 27-88, § 9, 5-24-88)

Sec. 21-60. - Penalties.

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

(Ord. No. 27-88, § 10, 5-24-88)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)
Legislative Package - City Manager Baldwin

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

Fiscal Impact/Cost Summary

Exhibits Attached
Packet

Date: November 8, 2017

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

From: Robert Baldwin, City Manager

Re: Dania Beach 2018 Legislative Action Agenda

Attached for your review is our 2018 Legislative Action Agenda. The document was designed primarily to express the City's general position on matters before the Florida State Legislature. It incorporates some of the recent positions of the Florida and Broward League of Cities. Our action agenda includes:

-The document is designed as an educational tool to give background into the City's position.
-The City's positions flow primarily through our belief in the concept of Home Rule and our position to oppose and discourage Unfunded Mandates from Tallahassee.
-The Broward League of Cities past position is to levy a special assessment for law enforcement, whereas our position is a special assessment more broadly for public safety.
-We included a provision that School Resource Officers/Deputies be funded by the State.
-We included a regulation to prohibit portability of pari-mutuel licenses.
-We support legislation to allow a condemning authority to transfer property obtained through eminent domain to a private party if condemned under a noise mitigation program.
-Increase funding for the statewide beach management program.
-100% State funding for the C-51 Reservoir Project.

Once adopted by the City Commission, this general plan and funding request will be reviewed by staff with our legislative consultant, Ron Book, for discussion with the State Legislature.

City Commission adoption of this general plan is requested.

City of Dania Beach 2018 Legislative Action Agenda

Home Rule

Home rule authority is the concept that local government is the closest to its citizens and the City Commission, as the duly elected local representative body of the citizens, is the proper authority to determine the needs of the community.

Most direct services to citizens come from City government. The City supports maintaining home rule authority and opposes any legislation that diminishes home rule.

Unfunded Mandates

Unfunded mandates are legislative programs, projects or other requirements that are created by the State (or Federal) government requiring City governments to expend local revenues to enforce or implement.

The City of Dania Beach supports legislation that requires thorough State analyses and identification of fiscal impacts of legislation affecting cities. Further, the City supports legislation that prohibits new unfunded mandates and identifies State funding sources when unfunded mandates are identified.

Revenue, Expenditure and Financial Issues

The City of Dania Beach supports legislation that protects the City's financial stability, revenues, and service-levels reflecting the needs of the residents of Dania Beach. This includes opposition to state-mandated revenue or expenditure caps; support of legislation that provides comprehensive employee pension reform; and removes statutory mandates to offer subsidized insurance coverage to retirees.

-Revenue and Expenditure Caps

State-mandated revenue caps ignore the concept of Home Rule and restrict citizens' ability to receive levels and methods of service they desire.

The City of Dania Beach opposes State-mandated revenue or expenditure caps.

-Public Safety Special Assessment

Public safety services typically account for more than 50% of a city's general fund budgets. Though the public supports high quality public safety services, the cost is becoming a concern to taxpayers. That cost is funded as part of the general ad valorem taxes with other city services.

The City of Dania Beach supports legislation that enables municipalities to levy a revenue-neutral, voluntary special assessment for public safety services.

-Pension Reform Legislation
Pension costs are creating a large financial liability for cities and their taxpayers throughout the State of Florida. Current, costly pension mandates conflict with the Legislature's expressed desire to limit government spending.

The City of Dania Beach supports legislation that provides comprehensive municipal pension reform.

-Subsidized Retiree Insurance Coverage
Statutory requirements for public employers to offer ongoing subsidized health, hospitalization, and other insurance coverage for retirees has become onerous.

The City of Dania Beach supports legislation that removes statutory requirements for cities to offer insurance coverage to retirees.

Water Supply Funding
The City of Dania Beach supports legislation that improves the development and financing of water supply, quality and infrastructure needs. This includes funding for water resource development, reclaimed water, storm water retention strategies, and general water governance:

-Reclaimed Water
The City supports legislation removing reclaimed water from regulatory actions by water management districts allowing it to remain available for use as an element of a city's water supply plan and permitted discharge policy. Reclaimed water should be allocated to the water utility allowing municipalities to created mandatory reuse zones within their jurisdictions.

-Storm Water Retention Strategies as Alternative Water Supply
The City of Dania Beach support legislation that allows utilities to utilize storm water capture and storage systems as a means of augmenting public water supplies and improving environmental conditions in coastal waters. The City supports legislation allowing the State and water management districts to offer assistance in funding, legal and operational support toward the goal of developing storm water retention systems for water supply purposes. In addition, the City supports 100 % funding from the State of Florida for the C-51 Reservoir Project.

-Water Governance
The City of Dania Beach supports legislation that enhances a city's participation in water management district regulatory policies.

Marine Economic Zone
Marine industries are vital to the economy and quality of life in Florida. Marine industries including marinas, boating, yachting, dredging and related activities must be protected.

The City of Dania Beach supports legislation recognizing the importance of marine industries in the region and endorses mitigation alternatives with particular regard to dredging.

Working Waterfronts
Access to water bodies, waterways, and recreational water activities are an invaluable resource in Florida. Water body access and opportunities require protection by government.

The City of Dania Beach supports legislation that increases funding sources and provisions to assist local government in obtaining properties to preserve or improve public access to Florida waterways and water bodies; preserving recreational and commercial working waterfronts; and constructing, improving, and maintaining boating projects and infrastructure.

The City of Dania Beach supports State legislation restricting and regulating pain clinics.

Growth Management and Transportation
In 2010, voters rejected Amendment 4 to the Florida Constitution, requiring voters to approve all local comprehensive land use plan changes, preferring to continue to allow their local elected representatives to understand growth issues and make responsible decisions in line with Home Rule Authority. Additionally, Dania Beach is the primary transportation hub of Broward County with Port Everglades, the Atlantic Ocean, the Intracoastal Waterway, the International Airport, the FEC and CSX railways, Interstates I-95 and I-595 and various roads and waterways.

The City of Dania Beach supports legislation limiting State regulatory power to issues requiring interregional coordination; streamlining growth management processes and reporting requirements for fiscally constrained and built-out cities; and acknowledging home rule powers in the local application of the pending ordinance doctrine as established by the courts. The City supports legislation enhancing and protecting transportation and the utilization of land use policies that encourage the development of mass transit and establishment of a transportation funding allocation directly to City governments.

Economic Development
The downturn in the national, state, and local economies has created serious budgetary and financial concerns for local governments and their taxpayers. Strong, effective policy leadership is essential to improve economic conditions and create employment and business opportunities.

The City of Dania Beach supports legislation that creates a comprehensive State economic development policy, enacts measures to promote and attract favorable business development, promote tourism and develop tourist-related industries, improves boating and marine industries opportunities, and improves the development of Casino gambling-related industries and activities.

School Resource Officers/Deputies

School Resource Officers/Deputies are police officers and deputy sheriffs that are assigned to public schools for maintaining the safety of the children and staff of area schools. In some counties the County School Board provides the funding or staffing of School Resource Officers. In Broward, local municipalities bear much of the cost for school resource officers/deputies. Funding of school resource officers/deputies is not the responsibility of City government.

The City of Dania Beach supports funding of school resource officers/deputies through State lottery and gambling revenues to the County School Boards, with the full responsibility of 100% funding through the County School Board.

Alternate and Renewable Energy

Alternate and renewable energy sources are forms of energy that differ from traditional forms of energy (e.g., fossil fuels, nuclear) that have no or diminished undesired environmental consequences (e.g., wind, solar, geothermal, hydroelectric, etc.) They lessen pollution and carbon emissions and naturally replenish.

The City supports legislation that encourages the development and implementation of a meaningful, cost-effective, statewide renewable and alternative energy policy that encourages the development of new and efficient technologies to help create jobs and industries throughout Florida in line with the action agenda of the Florida League of Cities.

Public Notice Alternatives

Methods of effective communication with citizens have changed over the years. Citizens often receive information through direct mailing, physical posting of property, the Internet postings, publications, television, etc.

The City of Dania Beach supports legislation that authorizes municipalities to promote effective public notice for various matters via additional methods other than solely newspapers.

Gaming

Various gaming interests have proposed legislation that allow for the proliferation of gaming in the state which includes the transfer of pari-mutuel gaming licenses. Broward

County has four pari-mutuel gaming sites and Seminole Tribe gaming facilities. Dania Beach is home to Dania Jai Alai.
The City of Dania Beach opposes regulations that support portability of pari-mutuel licenses. The City of Dania Beach supports legislation that puts Dania Jai Alai on a competitive plane with other gaming interest in the County.

Eminent Domain
Current regulation prohibits the transfer of property obtained through eminent domain to a private party for ten years. The expansion of the south runway at Fort Lauderdale-Hollywood Airport resulted in the taking of property. The reuse of this property by the private sector for more compatible airport related uses would benefit the residents of Dania Beach if the time prohibition from transfer is abolished.

The City supports legislation to allow a condemning authority to transfer property obtained through eminent domain to a private party if condemned under a noise mitigation program.

Beach Management Funding
Beaches are the engine that drives Florida's tourism economy. Beaches are Florida's Number 1 tourist attraction – 91.4 M out-of-state visitors traveled to Florida. 38.4 M or 42% were beach-oriented visitors. Economic benefits of beach tourism were $55.2 billion in sales added to Florida's economy. State funding in the current amount of $30 M is no longer sufficient to sustain the statewide beach management program.

The City supports legislation to provide for new and greater funding for the statewide beach management program.

Florida League of Cities 2018 Legislative Action Agenda (attached)

Broward League of Cities 2017 Legislative Action Agenda (attached)

Funding Requests

The following projects are identified for funding requests through the state legislature as a direct appropriation after consultation with the city's legislative consultant. Mr. Book's office stressed projects that are related to emergency management and those construction projects that are shovel ready. In addition, the legislature is more likely fund projects with a significant cash match. The two projects below, best meet Mr. Book's directions.

Budget Appropriation:

- Melaleuca Gardens Water Main Project was approved by the City Commission in the FY 2016-17 Budget. The purpose is to improve the water pressure and the firefighting capacity in the Melaleuca Gardens neighborhood by installing 1700 linear feet of new 12 inch water main. The project's engineer's estimate is $306,777.20 and the City will be seeking $153,388 in funding.

- Dania Beach Emergency Operations Center- The Dania Pointe Development will include 2,325 square feet of public safety space. The developer has agreed to buildout the shell for the City. The City is requesting from the Legislature $100,000 in funding to make the space an emergency operations center (EOC). The EOC is intended to be an ancillary use for the public safety space. Staff and Kimco Reality have discussed the need for backup power, structure hardening, back up communication, and other items needed for an EOC.

2018
FLORIDA LEAGUE OF CITIES LEGISLATIVE ACTION AGENDA

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The Florida League of Cities, Inc. was founded on the belief that local self-government is the keystone of American democracy.

COVER PHOTO © GETTY IMAGES

Introduction

Each year, municipal officials from across the state volunteer to serve on one of the League's five legislative policy committees. These committees develop the League's Legislative Action Agenda, which addresses priority issues most likely to have a statewide impact on daily municipal operations and governance.

This year, there are six priorities – one developed by each of the policy committees – and a super priority to strengthen and protect local self-government. The priorities were considered and approved by the full League membership on August 19, 2017.

LOCAL SELF-GOVERNMENT

The formation of a city is the embodiment of local self-government, or Home Rule. A city is voluntarily created by its citizens for a variety of reasons. Citizens in an area may want additional services, increased control over land use decisions, an improved business or residential environment, or more say in how their government is run.

Home Rule is why no two cities are alike. City residents take pride in this diversity.

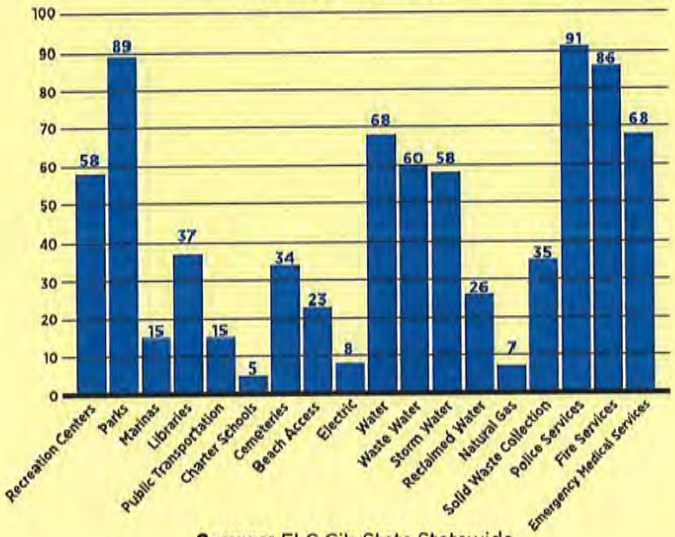
Strong Home Rule powers ensure that government stays responsive to the people it serves. The desires and expectations of residents cannot be met if municipal officials do not have the authority to respond to local needs and preferences, or to address them in a timely manner. We ask the Florida Legislature to LET CITIES WORK!

MUNICIPAL SERVICES

Just as no two cities are alike, each city's menu of services is also different. The most important aspect of municipal services is that the services are created to meet the demands of the residents. Each city offers those services desired by its own citizenry.

MUNICIPAL SERVICES PROVIDED BY CITIES

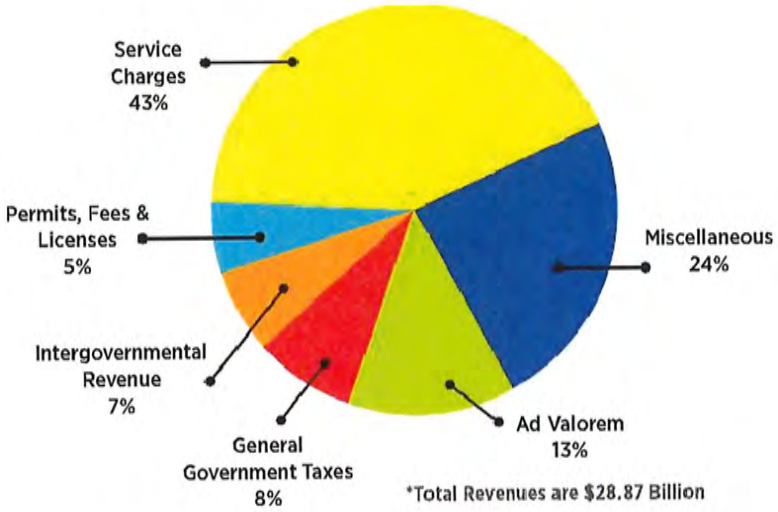
Average Percentages



Source: FLC CityStats Statewide Regional Trends, 2016

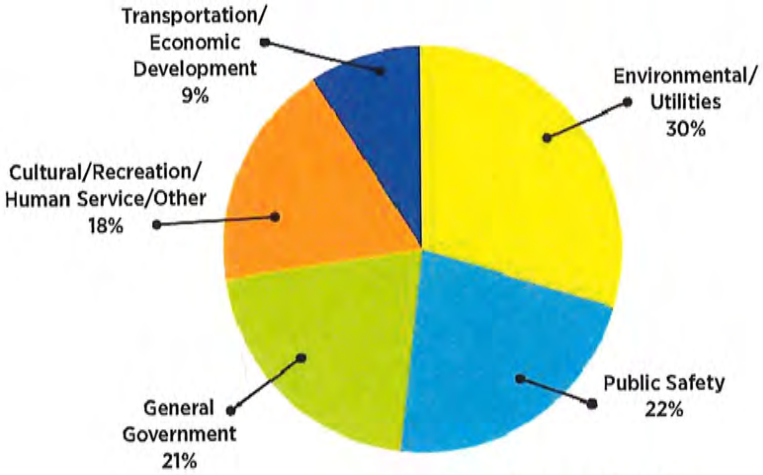
CITY BUDGETS: AT-A-GLANCE

MUNICIPAL REVENUES FY 2015*



*Total Revenues are $28.87 Billion

MUNICIPAL EXPENDITURES FY 2015*



*Total Expenditures are $25.7 Billion

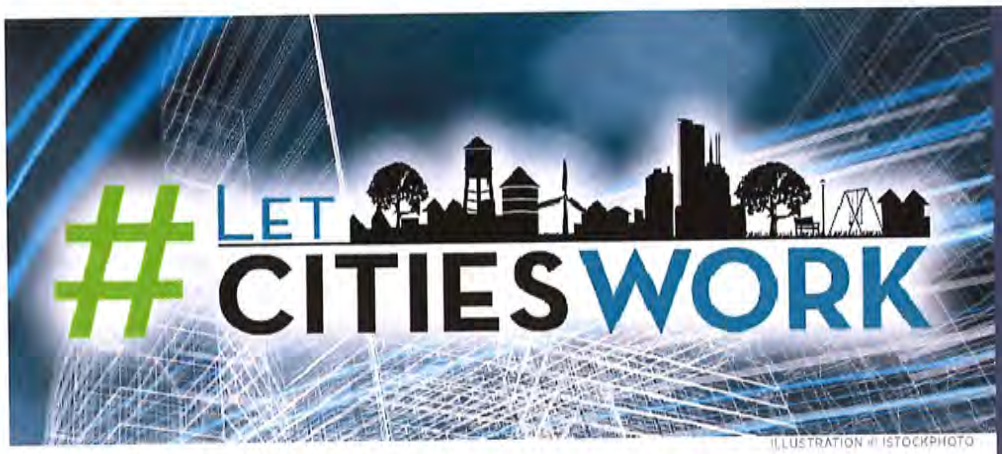


ILLUSTRATION © ISTOCKPHOTO

Local Self-Government

PRIORITY STATEMENT:

The Florida League of Cities seeks to strengthen and protect the fundamental concept of local self-government, and will **OPPOSE** legislative efforts to impede the constitutional right Floridians have enjoyed for nearly 50 years to govern themselves under municipal Home Rule powers. Additionally, the Florida League of Cities **OPPOSES** the Legislature's persistent intrusion into local finances, which are necessary to provide financial stability and essential services uniquely required by municipal residents and local businesses.

BACKGROUND:

In Florida, local self-government is not a gift of the state Legislature. . . it is the expressed will of the people. It was added to the Florida Constitution nearly 50 years ago by a statewide vote of the electorate. Floridians voted to empower themselves with the right of local self-government, or Home Rule. As the only form of voluntary government, Florida's municipalities are the embodiment of this right.

A city is created by its citizens for a variety of reasons, including increased services, a desirable business or residential environment, and more voice in how their government is run. Florida law specifies the standards for the formation of a municipality. The multi-step process is not an easy one, and it should not be. The process takes commitment, tenacity and hard work of residents who volunteer their time for the cause. Local citizens take the first step by having a feasibility study to determine if the community should incorporate, and they develop a charter that specifies the form, functions and power of their proposed city government. These steps can take a year or more to complete.

Next, the proposal is presented to the Legislature for a review of whether it meets statutory requirements for incorporation. Following a successful review, the proposed charter is adopted by a special act of the Legislature. The final step must be taken by local citizens: approval of the incorporation and charter by voters in a local referendum.

Home Rule authorizes the governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services. At its core, Home Rule is demonstrated by the level of services provided within a municipality and, to a much lesser extent, by exercises of regulatory power.

CITIES IN FLORIDA PRE-DATE STATEHOOD

- **1822** — Pensacola and St. Augustine were recognized as cities by Andrew Jackson, military governor of the territory
- **1824** — Tallahassee, Micanopy, Ochese (since defunct), St. Joseph (now called Port St. Joe)
- **1825** — Fernandina Beach
- **1828** — Key West and Quincy
- **1831** — Apalachicola
- **1832** — Jacksonville: (originally known as Cowford; changed in 1832 to honor Andrew Jackson)
- **1844** — Milton

PHOTO © GETTY IMAGES

Citizens in cities expect various municipal services: water, sewer, garbage collection, storm water systems, roads, sidewalks, fire protection, law enforcement, parks and recreation. Citizens also expect municipal officials to exercise regulatory powers when necessary to protect public health, safety and community standards specific to the municipality in which they choose to live. These expectations cannot be met if municipal officials do not have the authority to respond to local needs and preferences, or to address them in a timely manner.

Municipalities are authorized by the Florida Constitution to levy ad valorem taxes, and are further authorized by statute to levy other forms of local taxation. In addition, municipalities are authorized under their constitutional Home Rule powers to impose special assessments and fees for municipal services. Municipal citizens pay local taxes, assessments and fees for the specific purpose of obtaining and enhancing municipal services and amenities. Citizens expect their elected city leaders to use these local revenue proceeds for local municipal purposes, and not for state purposes (that should be paid for with state taxes).

Home Rule is why no two cities are alike. City residents take pride in this diversity. Strong Home Rule powers ensure that government stays close to the people it serves. Intrusion on Home Rule from the state or federal government undermines the constitutional right of citizens to govern themselves. Intrusion from the state or federal government into local finances prohibits elected city leaders from meeting the expectations of their citizens that local revenues will be used as intended by the citizens.

CS/HB 17 (Fine) and **SB 1158** (Passidomo), introduced in the 2017 legislative session, would have effectively preempted to the state the authority of municipal governments to impose local requirements on businesses, professions, commerce and trade. While the bills differed in approach, their ultimate effect was the same. In short, the right of local citizens to govern themselves through the exercise of municipal Home Rule powers would have been severely restricted. The bills eviscerated principles of local self-government by transferring local decision-making to the state Legislature. CS/HB 17 passed one subcommittee but ultimately died in the House Commerce Committee. SB 1158 never got a hearing in the Senate.

In addition to CS/HB 17 and SB 1158, numerous other bills restricting local self-government were introduced in the 2017 legislative session. Examples of 2017 proposals include, but are not limited to, the following issues: Building and Land Use; Small-Cell Wireless; Community Redevelopment Agencies; Vacation Rentals; Municipal Elections, Medical Marijuana; Concealed Weapons and Firearms; Firefighter Cancer Disability Presumption; Local Business Taxes; Fiscal Transparency; Ad Valorem Taxes; Stormwater and Wastewater Management; Traffic Infraction Detectors; and Drones. These proposals involved either preemptions of municipal powers or intrusion into municipal finances, and sometimes both.

The League anticipates that legislative efforts to divest citizens of their powers of local self-government and transfer control over local decisions to the state Legislature will continue in the 2018 legislative session.

LEGISLATIVE PREEMPTIONS USURP LOCAL CONTROL

These are some of the preemptions that the Florida Legislature has passed.

#LET CITIES WORK

PHOTO © ISTOCKPHOTO.COM

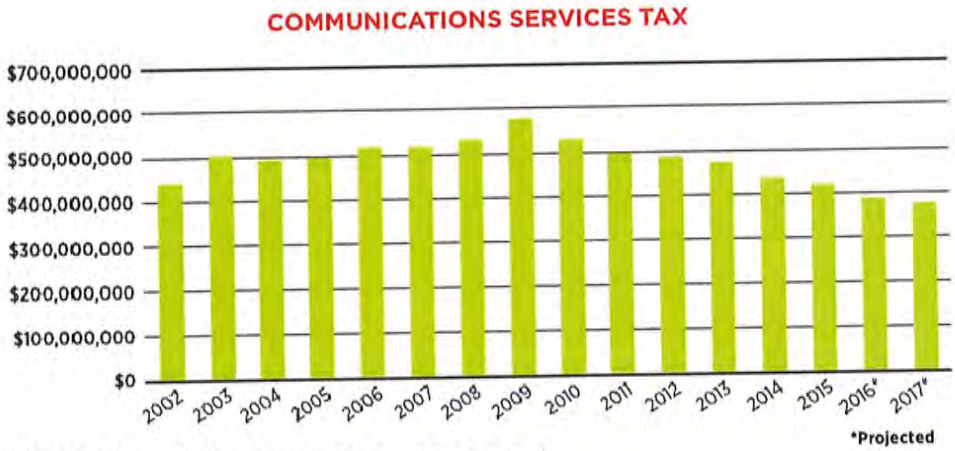
Communications Services Tax Protection

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** reforming the Communications Services Tax in a manner that is revenue neutral; provides for a broad and equitable tax base; provides for enhanced stability and reliability as an important revenue source for local government; and provides a uniform method for taxing communication services in Florida. Reform should promote a competitively neutral tax policy that will free consumers to choose a provider based on tax-neutral considerations.

BACKGROUND:

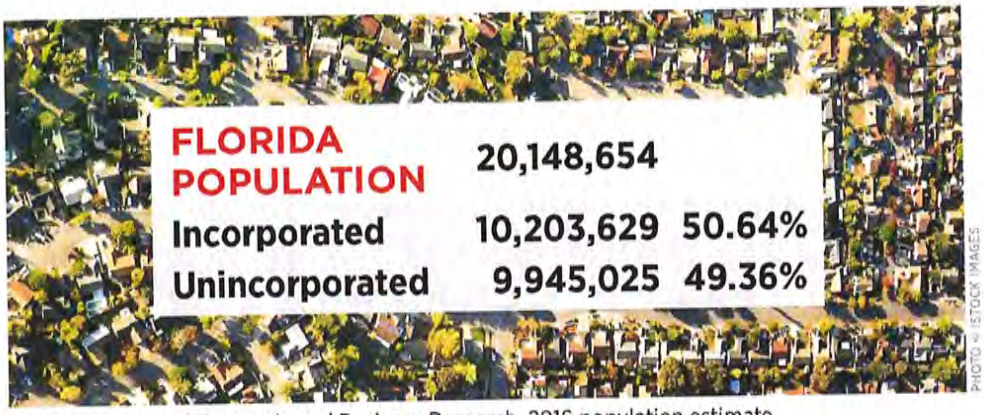
In 2000, the Florida Legislature restructured taxes and fees on telecommunications, cable, direct-to-home satellite and related services under the Communication Services Simplifications Act. This act replaced and consolidated seven different state and local taxes and fees into a single tax that has two centrally administered parts, the state and the local communications services tax (CST). The local CST is one of the main sources of locally levied general revenue for municipalities, providing them with more than $421 million annually. Counties collect nearly $234 million a year. The State of Florida collects approximately $600 million, including direct-to-home satellite, and shares a portion of those revenues with cities through the Municipal Revenue Sharing Program and Local Half-Cent Sales Tax Program. These revenues may be used for any public purpose, including pledging the revenues to secure bonds.



Source: Office of Economic and Demographic Research

The CST applies to telecommunications, video, direct-to-home satellite and related services. The definition of communications services encompasses voice, data, audio, video, or any other information or signals transmitted by any medium. Examples of services subject to the tax include local, long distance and toll telephones; voice over Internet protocol telephones; video services; video streaming; direct-to-home satellite; mobile communications; private line services; pagers and beepers; telephone charges made at a hotel or motel; facsimiles; and telex, telegram and teletype. The tax is imposed on retail sales of communications services that originate and terminate in Florida or are billed to an address within the state.

The Florida CST includes both a state tax and a gross receipts tax. Communications services, except direct-to-home satellite service, are subject to the state tax of 4.92 percent and the gross receipts tax of 2.52 percent. Direct-to-home satellite service is subject to the state tax of 9.07 percent and the gross receipts tax of 2.37 percent.



Source: Bureau of Economic and Business Research, 2016 population estimate

ILLUSTRATION © GETTY IMAGES

A county or municipality may authorize the levy of a local CST. The local tax rates vary depending on the type of local government. For municipalities that have not chosen to levy permit fees, the tax may be levied at a rate of up to 5.1 percent. For municipalities that have chosen to levy permit fees, the tax may be levied at a rate of up to 4.98 percent. In addition to the local CST, any local option sales tax that a county or school board has levied is imposed as a local CST.

Over the past few years, the economy, legislation and changes in technology have eroded the tax base for the CST. Additionally, there has been a movement by the Florida Legislature to reduce the total tax rate, both on the state and local CST. In June 2015, the First District Court of Appeal overturned a lower court's favorable ruling regarding the constitutionality of the direct-to-home satellite rate. The original lawsuit, from May 2005, alleged that the direct-to-home satellite rate was unconstitutional because by imposing the CST at a rate of approximately 60 percent higher on out-of-state satellite TV companies versus in-state cable companies, the tax unfairly discriminated against out-of-state companies and, therefore, violated both the Commerce Clause and the Equal Protection Clause of the U.S. Constitution. The Department of Revenue appealed this decision and the Florida Supreme Court heard oral arguments in April 2016. On April, 13, 2017, the Florida Supreme Court found that the statute involved did not violate the dormant Commerce Clause, and reversed the decision of the First District Court of Appeal.

PHOTO © GETTY IMAGES

Community Redevelopment Agencies

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation to improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization in accordance with Home Rule.

BACKGROUND:

There are 222 active community redevelopment agencies (CRAs) in Florida. They were established to encourage new investment and job creation in urban areas that were blighted as a result of substantial growth moving away from the urban core.

For many years, residential development and commercial and governmental facilities were being built outside central urban areas. As these urban areas became vacant or underutilized, high crime rates followed, creating a decline in the economic and social vitality of many municipalities. Faced with these challenges, municipalities, working with their respective counties, have exercised their discretion to establish a CRA as a means for economic recovery in these areas.

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as CRAs when certain conditions exist, such as the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a "Finding of Necessity."

If the Finding of Necessity determines that the required conditions exist, the local government may create a CRA to provide the tax increment financing tools needed to foster and support redevelopment of the targeted area, and to spur job growth. This redevelopment tool is used by both Florida counties and cities of all sizes, from Miami-Dade County, Tampa, Orlando and Jacksonville, to Hernando County, Madison and Apalachicola, to improve their targeted areas.

The tax increment used for financing projects is the difference between the amount of property tax revenue generated before the CRA designation and the amount of property tax revenue generated after the CRA designation. Monies used in financing CRA activities are, therefore, locally generated. CRA redevelopment plans must be consistent with local government comprehensive plans. This makes CRAs a specifically focused financing tool for redevelopment.

This financing system is successful because it provides specific public services without increasing or levying any new taxes. Both residents and business owners favor this system because the taxes they pay on their investment are rewarded with direct benefits from the CRA. Also, unlike a city or county government, a CRA may utilize tax increment financing as a way to leverage these local public funds with private dollars to make redevelopment happen in public/private partnerships. This has been extremely successful throughout the state.

ADDITIONAL POINTS:

1. The state should be wary of attempts to restrict the use of tax increment financing, particularly if the debate is over money and control and not about the merits of revitalizing blighted areas. CRAs have demonstrated that the use of the funding dramatically improved the economic and social outcomes within the targeted areas. These outcomes benefit cities, counties and, more importantly, the taxpayers.

2. CRAs and tax incrementing financing have been integral tools for municipalities to provide improvements to run-down urban cores for more than 30 years. It is not in the state's best interest to restrict municipalities' ability to revitalize and redevelop areas that are struggling the most. This is especially true, given the sunset of the state-funded Enterprise Zones program and the lack of alternative programs that address slum and blighted areas in Florida.

3. Redevelopment of an area can take different twists and turns to accommodate shifting circumstances, requiring the need for flexibility. Any attempt to increase bureaucratic or political interference would hinder the ability of the CRA to respond nimbly and comprehensively in implementing redevelopment initiatives.

4. On February 3, 2016, the Miami-Dade County Grand Jury filed a report titled "CRAs: The Good, the Bad and the Questionable" that asserts the highest priority of Florida's CRAs should be affordable housing. This view of CRAs incorrectly reduces and mislabels their value and core mission as versatile revitalization engines. The Grand Jury report asserts CRAs are not held accountable for their spending and, therefore, public tax dollars are being abused by city officials. This is incorrect. The use of TIF funds must be consistent with the redevelopment plans agreed to by the citizens in a community.

5. Overall, the comprehensive community redevelopment plans that are created and implemented by CRAs are uniquely designed to address that area's specific needs for revitalization. Creating affordable housing is just one of the many roles that CRAs may play, and it should be part of a balanced economic development strategy. There are a variety of community, state and federal programs with the primary mission of providing affordable housing and CRAs consistently partner with and invest in these programs. The Florida Redevelopment Act, which governs CRAs, is designed to be adaptable to Florida's widely diverse communities.

6. Local governments create CRAs to respond to local needs and concerns to address slum and blight. CRA boards act officially as a body distinct and separate from the governing body of a city or county, even when it is the same group of people. By allowing elected officials to serve as CRA board members, CRAs provide knowledgeable representation to taxpayers from individuals who are familiar with community needs. Ultimately, elected city officials are held accountable by their decisions

7. At times, some county governments have been critical or uncooperative in the creation and expansion of CRAs by municipalities. These intergovernmental disputes have led to unnecessary conflicts between local governments. In some instances, questions regarding the interpretation of certain provisions of the Community Redevelopment Act are being disputed.

CS/SB 1770 (Lee) and **CS/CS/CS/HB 13** (Raburn), introduced during the 2017 session, would have increased audit, ethics, reporting and accountability measures for community redevelopment agencies (CRAs). The bills would have required CRAs to annually submit additional reporting information to the state, including the number of CRA projects (the term "projects" is not defined), and the amount of money spent on affordable housing within the CRA. The bills would have required CRA procurement to comport with city and county procurement procedures. Of specific concern to cities, the bills outlined a process by which CRAs would be phased out and restricted the use of tax increment financing (TIF) funds to only those purposes specified in statute. This restriction would have eliminated the ability of the CRA to fund what could be considered traditional CRA projects such as infrastructure, streetscapes, sidewalks, building improvements, parks, security and the like. CS/SB 1770 also required a supermajority vote of the governing body that created the CRA to maintain any existing CRAs past 2037. CS/SB 1770 allowed for the creation of a new CRA, but only with a supermajority vote of the city or county that created it. CS/CS/CS/HB 13 prohibited the creation of a new CRA unless authorized by a special act of the Legislature. CS/SB 1770 died in a Senate subcommittee while CS/CS/HB 13 passed the House on a 78-37 vote. The League anticipates that legislative efforts to phase out or eliminate CRAs will continue in the 2018 legislative session.

PHOTO © ISTOCKPHOTO.COM

Sober Homes

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation requiring certification for all recovery residences and recovery residence administrators to ensure that this vulnerable population is protected and that recovery residence administrators have the competencies necessary to appropriately respond to the needs of residents.

BACKGROUND:

In 2008, Congress passed the Mental Health Parity and Addiction Equity Act, which made available additional insurance benefits to people with substance abuse disorders. The passage of the Affordable Care Act in 2010 authorized adults under the age of 26 to use their parents' insurance, required insurance providers to cover pre-existing conditions, and guaranteed coverage despite multiple drug relapses. These changes in insurance benefits opened the floodgates of money going to substance abuse treatment.

> **Police have coined the term 'new homeless,' referring to patients who are removed from sober homes once insurance money runs out.**

As a result, recovery residences became big business. Florida has long been a destination for those trying to overcome an addiction. In 2016, a study by Minnesota-based health care company Optum found that more than 75 percent of young adults treated for substance abuse in Florida came from out of state. The increased regulation of pill-mills during this decade limited access to prescription narcotics and has led to an increase in the use of heroin and other more accessible synthetic opioids.

There is little oversight of the recovery residence industry, whereas other areas of the healthcare system are highly regulated by the state. Recovery residences, which house vulnerable patients engaged in intensive outpatient treatment, are essentially self-policed. Legitimate recovery residences avail themselves of a voluntary certification program and agree to operate under higher standards. However, because this certification is voluntary, other sober homes can operate without minimum standards, resulting in the warehousing of patients in substandard housing that encourages anything but sobriety.

Cities have also been negatively impacted. Residential neighborhoods are lined with poorly run sober homes, but the number is unknown because there is no mandatory registration at any level of government. A recent *New York Times* article highlights the problems cities are facing, "With six to 12 people living in a home, noise is unavoidable. Property crime rose 19 percent from 2015 in a Delray Beach neighborhood." Police have coined the term "new homeless," referring to patients who are removed from sober homes once insurance money runs out. These homes not only create nuisances for residents, but are also a burden on local governments. Palm Beach County first responders dealt with 5,000 overdose calls in 2016.

On May 3, 2017, Governor Rick Scott declared a public health emergency in response to the opioid epidemic, allowing the state to tap into federal funding for prevention, treatment and recovery services.

The Legislature passed HB 807 by Representative Hager during the 2017 legislative session. The bill expands prohibitions on referrals between licensed treatment providers and certain recovery residences, while also prohibiting service providers from engaging in deceptive marketing practices. While HB 807 was a good start, the League will be advocating for minimum operating standards needed to protect this vulnerable population.

"Palm Beach County first responders dealt with 5,000 overdose calls in 2016."

PHOTO © ISTOCKPHOTO.COM

The cost of an average Palm Beach County Fire Rescue run is between

$1,000

and

$1,500

Source: Palm Beach County Sober Homes Task Force Report, January 1, 2017

Transportation Funding

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that preserves local control of transportation planning, provides for a more equitable transportation funding formula between municipalities and counties, and provides for additional dedicated revenue options for municipal transportation infrastructure and transit projects.

BACKGROUND:

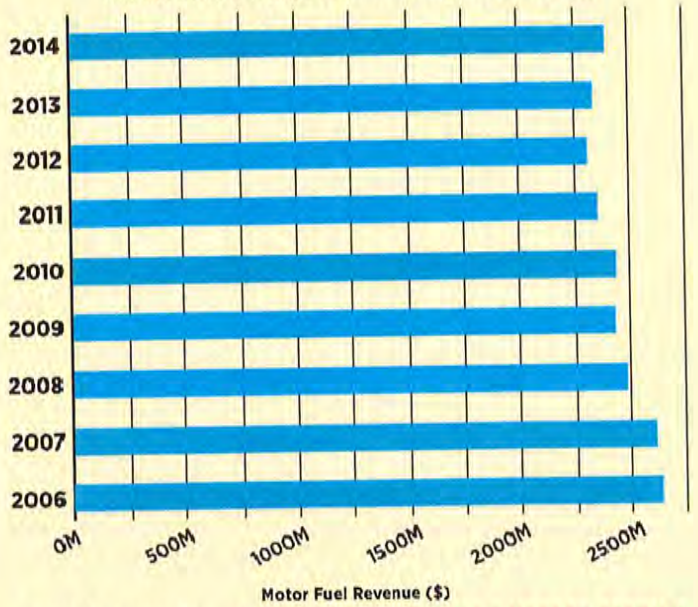
The 2017-2018 budget for the State of Florida allocates $5.6 billion for the Florida Department of Transportation 5-Year Work Plan. This amount includes $22.3 billion for construction, $2.6 billion for right-of-way purchase and maintenance, and $5.4 billion for freight logistics and passenger operations.

With 112.8 million visitors each year and more than 1,000 people moving to Florida each day, the state's transportation infrastructure is taking a beating. Congestion is a growing problem and the added wear and tear on our roads makes for recurring repair or replacement. At the same time, highway construction costs continue to escalate. Some of this increase is directly attributable to technological advancements that are necessary to implement a "smart transportation grid."

A major portion of transportation funding flows to municipalities through county, state and federal taxes on gasoline. Recent data show that gas tax revenues at both the state and federal levels have continued to decline, primarily due to an increase in the number of fuel-efficient vehicles. More fuel-efficient vehicles mean less gas is being purchased, resulting in lower gas tax revenues. As vehicles become even more fuel efficient, gas tax revenue will continue to decrease. To compound the problem, the federal gas tax was last increased in 1993 and doesn't keep up with inflation. Florida's gas tax rates are adjusted once a year to account for inflation.

STATE OF FLORIDA MOTOR FUEL TAX DATA 5/18/2015

Gas tax revenues have remained stagnant for years.



Florida's gas tax rates are adjusted once a year to account for inflation. Figures were adjusted for inflation and shown in 2014 dollars.

Source: *Governing* calculations of U.S. Census Bureau Annual Survey of State Government Tax Collections data. Information on last gas tax raise compiled by the Institute on Taxation and Economic Policy.

While the federal, state and county governments have a variety of tools available to them to address transportation funding, municipalities have limited revenue options for funding transportation projects.

For example, the state can charge tolls on certain roadways or can increase vehicle registration or tag and title fees to generate additional revenue. Charter counties may hold a referendum on whether to impose up to a 1 percent sales tax to fund transportation infrastructure projects. Florida statutes also allow each county to levy up to 12 additional cents per gallon of fuel.

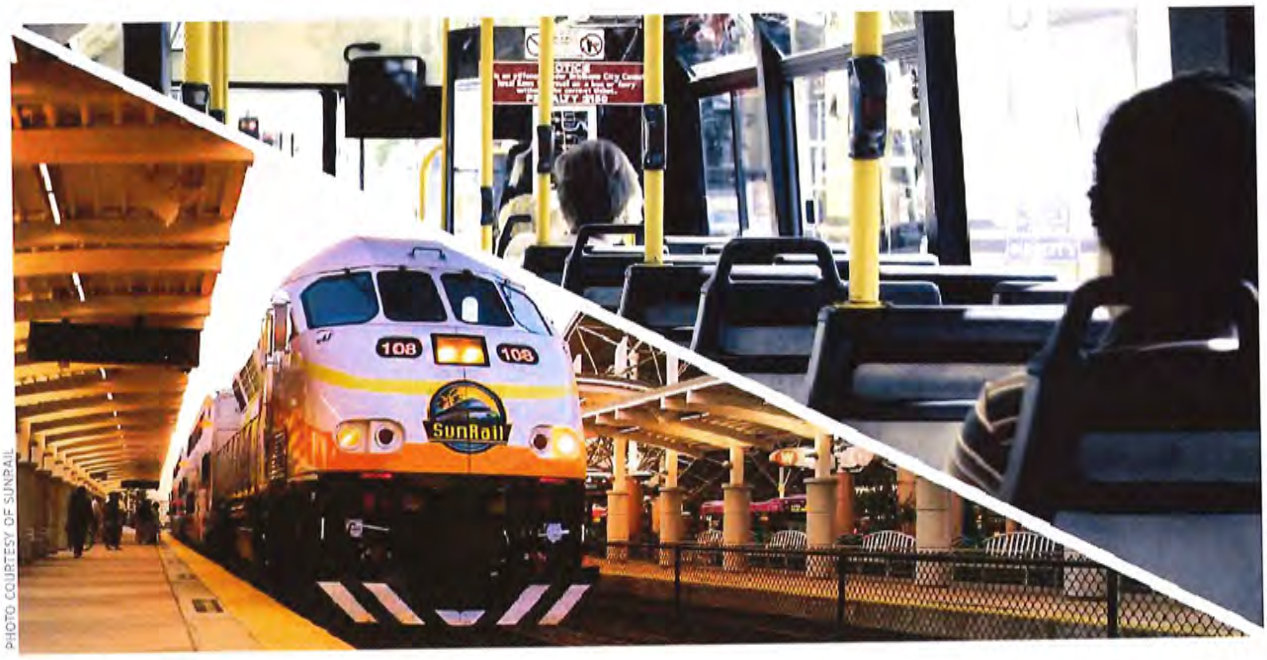


PHOTO COURTESY OF SUNRAIL

PHOTO © GETTY IMAGES

Only **3%** of Floridians use some form of public transit — **virtually unchanged since 2013.**

Municipalities lack the authority to impose these fuel taxes. This can be problematic when there are disparities between the transportation needs of municipalities versus those of the more rural areas of the county. For example, a referendum was held in Hillsborough County to enact such a tax. The tax was defeated countywide. However, if the election results are broken down, a majority of the residents of the City of Tampa voted to approve the tax to pay for much-needed transportation projects. Extending such options to municipalities would allow greater flexibility to fund their specific transportation needs.

PHOTO © GETTY IMAGES

This is what happens when the economy grows faster than the transportation system's ability to accommodate it.

For those local option taxes adopted by counties, the proceeds are distributed by interlocal agreement or by a statutory formula that is not favorable to municipalities. The current transportation funding formulas do not take into account lane miles, traffic counts or other measures related to use and/or maintenance need. By including these elements into the calculations that determine the distribution of transportation funding, local governments – municipalities, in particular – will be able to more effectively address their transportation needs.

Another way to assist local governments would be for the state to provide a mechanism for low-interest loans or grants for transportation projects.

PHOTO © GETTY IMAGES

Water Funding

PRIORITY STATEMENT:

The Florida League of Cities will **SUPPORT** legislation to provide long-term, recurring and adequate state funding, that is equitably distributed throughout the state, for local government water resource and water quality improvement projects and infrastructure, including, but not limited to, projects that: reduce nutrient and pollutant loading from wastewater sources; mitigate storm water and flooding impacts; and increase available water resources and supplies.

BACKGROUND:

Florida's water quality and water supply challenges are myriad. Current conditions result from decades of pollution and overuse from multiple sources – urban, rural, agricultural, residential and industrial. All of these sources, their stakeholders, and their state and local governments, have a shared responsibility for addressing water supply, water quality and associated infrastructure problems. Resolution of these issues will require both long- and short-term strategies that are coordinated, are based on sound science, and make effective use of limited public funds and resources.

Florida's ability to meet the water needs of its growing population, industries and natural environment exceeds available supply and infrastructure. $48.71 billion is estimated to be needed over the next 20 years to meet needs for drinking water and wastewater, flood control, nutrient pollution, Everglades restoration, and beach and inlet erosion. Some states have taken proactive steps to ad-

In Florida:

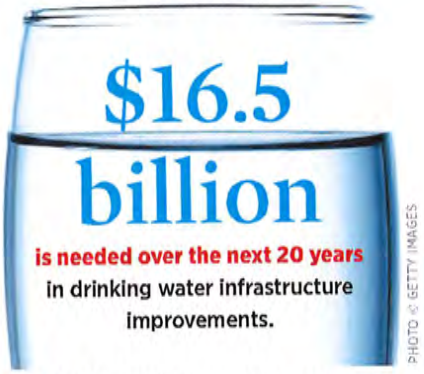


PHOTO © GETTY IMAGES

Source: EPA Drinking Water Infrastructure Needs Survey and Assessment - Fifth Report to Congress, September 2015

ILLUSTRATION © GETTY IMAGES

$18.5 billion

is needed for wastewater infrastructure improvements by 2020

Source: EPA Clean Watersheds Need Survey 2012, Florida

There are over

1900

water body segments throughout Florida **impaired for water quality**

Source: 2016 Report Card for Florida's Infrastructure, American Society for Civil Engineers

ILLUSTRATION © GETTY IMAGES

$69 billion

in coastal property in Florida that is not at risk today **could flood at high tide by 2030**

PHOTO © GETTY IMAGES

Source: "Come Heat and High Water: Climate Risk in the Southeastern U.S. and Texas," July 2015, Risky Business Project

dress similar challenges by creating financing and funding mechanisms, including Texas, New Jersey, Massachusetts, Illinois and California. Florida does not have a dedicated, long-term, recurring source of funding for water supply, water quality and associated infrastructure.

In 2005, the Florida Legislature took initial steps to establish a dedicated source of funding for water quality and water supply projects by creating and funding the Water Protection and Sustainability Program. Local funding matches and transparent grant criteria were hallmarks of the program. The program was funded with $100 million in recurring revenues – an amount that represented less than 1 percent of the state's total budget. During the program's first three years, the state and water management districts contributed $423 million for alternative water supply development, which funded 344 local projects. These projects were anticipated to generate 842 million gallons of new water per day. Unfortunately, the program was drastically cut in 2008, and funding to the trust fund was eliminated in 2009.

Other than the brief success of 2005's SB 444, Florida's history of water project and infrastructure funding has been one of band-aids and crisis management. Dying springs and algae-choked estuaries prompted the passage of SB 552 and HB 989 in 2016. Among other things, these bills required septic tank remediation plans for certain spring sheds and provided dedicated percentages of Amendment 1 money for the benefit of the Everglades and surrounding estuaries, Lake Apopka and springs. Continued algae blooms in South Florida estuaries prompted passage of SB 10 in 2017, which provided a $1.5 billion plan for water storage needed to combat nutrient pollution in these areas. These bills were critically needed, but problems persist throughout the state and continue to grow.

The extent and nature of the state's water and infrastructure problems vary among regions and communities. For some local governments, their most acute need is finding resources to mitigate nutrient pollution from septic tanks. Others are desperately seeking ways to increase available water supply through the creation of alternative water supplies, including reuse of reclaimed water. Still others grapple with the enormity of retrofitting their community against increasing tidal and storm flooding.

These challenges are growing exponentially, and cannot be shouldered by one or even a few governments or stakeholders. It is pointless to assign "blame" for these growing challenges because it is shared by everyone who uses Florida's water and infrastructure resources – businesses, residents, visitors and industries. It is time for Florida's state and local governments, residents, industry and water stakeholders to collaborate on shared solutions that meet Florida's water and infrastructure challenges comprehensively, equitably and for the long term.

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- Retirement/Pension Issues
- Revenues and Budgeting
- Telecommunications
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2017-2018 KEY DATES

(Dates subject to change)

OCTOBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

House/Senate Interim Committee Week

House/Senate Interim Committee Week

Federal Action Strike Team (FAST) Fly-in
Washington, D.C.

NOVEMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

House/Senate Interim Committee Week

House/Senate Interim Committee Week

NLC City Summit
Charlotte, NC

DECEMBER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

House/Senate Interim Committee Week

FLC Legislative Conference
Embassy Suites Orlando
Lake Buena Vista South

JANUARY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Legislative Session Convenes

FLC Legislative Action Days
Tallahassee, FL

MARCH 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Last Day of Regular Session

NLC Congressional City Conference
Washington, D.C.

LEGISLATIVE POLICY COMMITTEES

The following city officials served as chairs and vice chairs of the Florida League of Cities legislative policy committees. We thank them and the hundreds of municipals officials who participated in the development of these legislative priorities.

FINANCE, TAXATION AND PERSONNEL

Chair: *Council Member Natalie Kahler,* City of Brooksville
Vice Chair: *Mayor Bill Partington,* City of Ormond Beach

LAND USE AND ECONOMIC DEVELOPMENT

Chair: *Commissioner Hayward J. Benson, Jr.,* City of Lauderhill
Vice Chair: *Mayor Kathy Meehan,* City of Melbourne

MUNICIPAL ADMINISTRATION

Chair: *Commissioner Willie Shaw,* City of Sarasota
Vice Chair: *Councilman Jon Burgess,* City of Homestead

TRANSPORTATION AND INTERGOVERNMENTAL RELATIONS

Chair: *Commissioner Tony Ortiz,* City of Orlando
Vice Chair: *Mayor Linda Yates,* City of North Port

UTILITIES, NATURAL RESOURCES AND PUBLIC WORKS

Chair: *Vice-Mayor Deborah Kynes,* City of Dunedin
Vice Chair: *Councilwoman Helen Miller,* Town of White Springs

GUE OF CITIES, INC.

The Action Agenda reflects the priorities of 412 municipalities, as prepared by the Florida League of Cities' five legislative policy committees and adopted by the full membership at the League's 91st Annual Conference, August 19, 2017, in Orlando.

2017-2018 Officers

PRESIDENT
Commissioner Gil Ziffer
Tallahassee

FIRST VICE PRESIDENT
Vice Mayor Leo Longworth
Bartow

SECOND VICE PRESIDENT
Councilmember Isaac Salver
Bay Harbor Islands

The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

Florida's city officials formed as a group of municipal governments for the first time in 1922. They wanted to shape legislation, share the advantages of cooperative action, and exchange ideas and experiences. Growing from a small number of cities and towns, our membership now represents 412 cities, towns and villages in the Sunshine State.

The League is the premier provider of many products and services developed especially for Florida's cities. Our strength and success are dependent upon the support and participation of our members.

For more information on the League's legislative initiatives, please contact:
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P.O. Box 1757
Tallahassee, FL 32302-1757
Phone: (850) 222-9684
Fax: (850) 222-3806
floridaleagueofcities.com

Broward County League of Cities 2017 Legislative Action Plan

CONNECT ONE BROWARD

Leadership • Public Service • Advocacy

www.browardleague.org

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Fort Lauderdale, FL 33301
Telephone: (954) 357-7370

Broward League of Cities 2017 Legislative Action Plan

On behalf of our 31 municipalities, the Broward League of Cities appreciates the efforts and energies of the Florida Legislature. Throughout the 2017 Legislative Session, the League and its members will monitor legislative proposals to determine any impact on our municipal operations, residents and businesses. We are prepared to take positions on legislation that affects our municipalities and strongly support home rule for Florida's municipalities and strongly oppose unfunded mandates. Unless otherwise noted, the League supports the position of the Florida League of Cities with respect to filed legislation and amendments.

2017 Legislative Committee

Chair : Mayor Gary Resnick, *Wilton Manors*

Commissioner Mark Brown, *Lauderdale-By-The-Sea*
Commissioner Joy Carter, *Coral Springs*
Commissioner Howard Clark, *Pembroke Park*
Mayor Joy Cooper, *Hallandale Beach*
Commissioner Michelle Gomez, *Tamarac*
Mayor Hazelle Rogers, *Lauderdale Lakes*
Commissioner Iris Siple, *Pembroke Pines*
Sergio Abreu, *TECO Energy*
Michael Boss, *G4S Secure Solutions*
Christina Disbrow, *Broward Housing Solutions*
Nicole Fried, *Igniting Florida, LLC*
Angelo Golemi, *UnitedHealthcare*
Vinnie Grande, *GLSC & Company*
Robert Holroyd, *Childrens Services Council*
Lauren Jackson, *Ericks Consulting*
Kathy Koch, *Ambit Advertising*
Ruth Lynch, *The Charter Schools of Excellence*
John Primeau, *Centennial Bank*
Ryan Reiter, *Kaufman Lynn*
Nora Rupert, *Broward County School Board*
Orlando Torres, *ATS*
Stephen Williams, *Keith & Associates*

Broward League of Cities

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First Vice President
Vice Mayor Dan Daley, Coral Springs

Second Vice President
Mayor Harry Dressler, Tamarac

Secretary
Vacant

Treasurer
Mayor Gary Resnick, Wilton Manors

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Mary Lou Tighe

Deputy Executive Director
Sely Cochrane

Legislative Consultant
Colodny Fass, P.A.

Incorporated in 1957 as a 501(c)(4) non-profit, the Broward League of Cities serves all of Broward County's municipalities. League membership includes elected municipal officials representing more than 1.8 million residents and over 120 associate government, non-profit, and business organizations.

The Broward League of Cities 2017 Legislative Agenda

Education

MUNICIPALLY-RUN CHARTER SCHOOLS
SUPPORT funding of the capital outlay needs of municipally-run charter schools as provided pursuant to Section 1013.62 F.S. to correct inequalities without removing current revenues from public school districts, to provide every Florida child with an appropriate public school education.

PUBLIC SCHOOL CHOICE
SUPPORT legislation that maintains public school choice for parents and students, and encourages innovation by traditional and charter schools.

General Government

COMMUNICATIONS FACILITIES
SUPPORT local land use authority over wireless communications facilities including the installation and maintenance of such facilities in public rights of ways, and oppose legislation that forces local governments to prioritize processing such applications over other development applications, and that prohibits local governments from recovering the costs to review and process such applications. *(OPPOSE HB687 and SB596)*

COMMUNICATIONS SERVICES TAX AND LOCAL BUSINESS TAX PROTECTION
SUPPORT legislation that protects general revenues collected from the Communications Services Tax and Local Business Tax. These revenues are essential to providing municipal services. A diversified revenue base is necessary for the fiscal stability of local governments and improves their ability to serve citizens and businesses.

COMMUNITY REDEVELOPMENT AGENCIES
SUPPORT legislation to improve municipalities' use of community redevelopment agencies to

MUNICIPAL LEVY OF THE LOCAL OPTION INFRASTRUCTURE SURTAX
SUPPORT legislation that provides a mechanism for municipalities to levy the Local Government Infrastructure Surtax, if approved by voters.

PUBLIC RECORDS
SUPPORT public records reform to discourage or eliminate schemes designed to generate violations of public records laws and disrupt agency operations.

SHORT-TERM RENTALS
SUPPORT legislation that maintains grandfathered existing local regulation of short-term rentals or repeals the state pre-emption of the regulation of vacation rental properties allowing local governments to regulate such properties to protect the health and welfare of residents, visitors and businesses.

SPECIAL ASSESSMENT FOR LAW ENFORCEMENT SERVICES (HB715)
SUPPORT legislation that authorizes municipalities to levy special assessments to fund costs of providing law enforcement services; requires municipalities to adopt ordinances and reduce ad valorem millage; provides methodology for apportionment of special assessment and reduction of ad valorem millage; requires property appraiser to list special assessments on notices of property taxes; specifies exceptions to the reduction of ad valorem millage by more than a certain percentage.

LOCAL REGULATION PREEMPTION (HB17/SB1158)
OPPOSE legislation that prohibits local governments from adopting or imposing new regulations on a business, profession or occupation unless the regulation is expressly authorized by general law. The bill provides that this prohibition is effective retroactively to January 1, 2017.

PUBLIC NOTICES BY LOCAL GOVERNMENTAL ENTITIES (HB897/SB1444)

LOCAL GOVERNMENT ETHICS REFORM (HB7021)
OPPOSE legislation that requires certain candidates for governing body of a municipality to file full and public financial disclosure upon qualifying; provides that contractual relationships held by business entities are deemed to be held by public officers or employees in certain situations; provides ethics training requirements; prohibits certain governing board members from voting in official capacity on specified matters; requires certain governing board members of municipality to file disclosure; provides for future repeal of provisions relating to registration and reporting for lobbying water management districts; requires lobbyists to register with the Commission on Ethics before lobbying specified governmental entities; provides civil penalties; requires the Commission to render advisory opinions under certain conditions.

Sustainability

ALTERNATVE FUELS
SUPPORT the inclusion of alternative fuel vehicles in state-negotiated vehicle contracts to allow local, regional and state governments to transition to alternative fuel vehicles through collective purchasing power.

FRACTURING
SUPPORT legislation that imposes a statewide ban on hydraulic fracturing.

TIDAL & STORM WATER FLOODING
SUPPORT legislation that increases state and local efforts to mitigate and adapt to increasing tidal and storm water flooding.

WATER QUANTITY
SUPPORT funding of alternative water supply projects such as the C-51 Reservoir to assure adequate future water supply for urban areas in South Florida

effectively carry out redevelopment and community revitalization in accordance with Home Rule.

IMPACT FEES
OPPOSE legislation that restricts a municipality's Home Rule authority to set impact fees or transportation concurrency.

SUPPORT legislation that would allow local governments the option of using their publicly accessible websites for legally required public notices and advertisements or to continue publishing legal notices/advertisements in a local newspaper.

water supply for urban areas in South Florida.

Transportation

SUPPORT legislation that provides increased funding to municipalities for transportation choices and allows flexibility in the use of those funds.

For the Broward League of Cities' position on specific bills, please contact our office or visit www.browardleague.org

Broward County League of Cities | Governmental Center, Suite 122 | 115 South Andrews Avenue | Fort Lauderdale, FL 33301
Telephone: 954-357-7370 | Fax: 954-357-5563

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Sitemap

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING ROADWAY IMPROVEMENTS TO VARIOUS PUBLIC RIGHTS-OF-WAY AS DESCRIBED IN EXHIBIT “A”, WHICH LISTS REVISIONS TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION IMPROVEMENT PROGRAM PRIORITIES LIST, AND AMENDMENT TO THE 2040 LONG RANGE TRANSPORTATION PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memorandum , Resolution , MPO Projets List , MPO Projects Map

MEMORANDUM

DATE: November 14, 2017

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director of Community Development

SUBJECT: **Resolution to approve certain transportation projects for consideration by the Broward County Metropolitan Planning Organization (MPO)**

During the City Commission's last meeting, the Commission discussed transportation planning for the City and specifically a proposed list of transportation projects for consideration by the Broward County Metropolitan Planning Organization (MPO). This agenda item includes the proposed a list of transportation projects list that was discussed by the City Commission and a resolution to transmit the projects list to the Broward MPO.

BACKGROUND

The Broward County Metropolitan Planning Organization (MPO) is a federally mandated agency that is responsible for policy and budgets related to transportation plans, programs and projects in Broward County. As the local planning board for Federal and State funded transportation programs, the MPO seeks to address the overall mobility needs of the County with local jurisdictions, various organizations and communities. The Broward MPO Board is comprised with representatives from each jurisdiction in the County.

Each year the Broward MPO updates its Long Range Transportation Plan (LRTP) and 5 Year Transportation Improvement Plan (TIP) and implements various grant and improvement programs and projects. The City staff has been working with MPO staff to determine the applicability of City transportation projects for MPO plans and programs.

The attached list of proposed transportation projects in Dania Beach have previously been approved or discussed with the City Commission or Community Redevelopment Agency (CRA) Board. The projects have been defined for certain MPO programs with the required eligible elements and features. The list is not comprehensive or coordinated because it has not been derived from an approved City Transportation and Mobility Plan.

The City's adopted FY 2017/2018 Annual Budget includes $100K for the development of a Transportation and Mobility Plan for the City. This plan will be prepared with the required data, analysis, community involvement and inter-agency and inter-jurisdictional coordination. As a result of this planning effort, a comprehensive and coordinated list of transportation and mobility projects will be included in the plan. This list will be the basis for future submittals to the Broward MPO. It is anticipated that the City's Transportation and Mobility Plan will be completed in time for related projects to

list will be the basis for future submittals to the Broward MPO. It is anticipated that the City's Transportation and Mobility Plan will be completed in time for related projects to be considered with the City's Annual Budget and 5-year Capital Improvement Plan (CIP), and the Broward MPO's annual plan and program updates.

The attached list has information for each proposed project including: project name, location, estimated costs, description, phase and status. In addition, the list includes projects that are currently approved or funded by the Broward MPO and FDOT. The project list and City Commission resolution will be submitted to the Broward MPO for consideration of the Broward MPO transportation plans and programs.

RECOMMENDATION:

Approval of the attached resolution.

RESOLUTION NO. 2017-136

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING ROADWAY IMPROVEMENTS TO VARIOUS PUBLIC RIGHTS-OF-WAY AS DESCRIBED IN EXHIBIT "A", WHICH LISTS REVISIONS TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION IMPROVEMENT PROGRAM PRIORITIES LIST, AND AMENDMENT TO THE 2040 LONG RANGE TRANSPORTATION PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach ("the City") has identified a roadway construction Transportation Plan Projects List within the municipality as described in the attached Exhibit "A" (the "Transportation Plan Projects List"), for which the City is requesting adoption by the Metropolitan Planning Organization ("MPO") in the Broward MPO Long Range Transportation Plan ("LRTP") - Affordable and Unfunded Roadway Transportation Plan Projects List and the five (5) year Transportation Improvement Programs (TIP) as applicable; and

WHEREAS, the City supports and has requested funding for the NW 1st Street and NW 1st Avenue Transportation Plan Projects List with the Complete Streets and Localized Initiatives Program ("CSLIP") grant; and

WHEREAS, the Transportation Plan Transportation Plan Projects List has been derived from various adopted plans, planning considerations and other processes; and

WHEREAS, the City expresses its support of the Transportation Plan Projects List, to be funded and programmed as a higher priority in the MPO TIP Priorities List or LRTP as applicable; and

WHEREAS, the City of Dania Beach has the list of Transportation Plan Projects List as described in the Exhibit; and

WHEREAS, the City also desires to make various improvements to NW 1st Avenue, between SW 3rd Street and NW 3rd Street, as described in Exhibit "A"; and

WHEREAS, the City desires to make various improvements to NW 1st Street, between Bryan Road and Federal Highway, as described in Exhibit "A"; and

WHEREAS, the City desires to make various improvements to the West Dania Beach Boulevard Canal Bridge, over the C-10 Canal, between Bryan Road and SW 12th Avenue as described in Exhibit "A"; and

WHEREAS, the City desires to make various improvements to Griffin Road and Old Griffin Road, between Old Griffin Road and the I-95 northbound ramp, as described in Exhibit "A"; and

WHEREAS, the City desires to make various improvements to Ely Boulevard, between Stirling Road and Sheridan Street, as described in Exhibit "A"; and

WHEREAS, the City desires to make various improvements to SE 5th Avenue, between East Dania Beach Boulevard and Sheridan Street, as described in Exhibit "A"; and

WHEREAS, the design and construction of the Transportation Plan Projects List will be performed by the Florida Department of Transportation ("FDOT"), and funding for the Transportation Plan Projects List will be programmed into the FDOT's work programs and the MPO's Transportation Improvement Programs ("TIP") or Long Range Transportation Plan (LRTP); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Dania Beach to support the Transportation Plan Projects List, as ranked in Exhibit "A", for inclusion in the MPO Transportation Improvement Program Priorities List as applicable, and to support the required amendments to the Long Range Transportation Plan;

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

Section 1. That the foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct are they are made a specific part of this Resolution.

Section 2. That the City supports each of the listed projects in the proposed Transportation Plan Projects List set forth in the attached Exhibit "A".

Section 3. That the City supports the proposed amendments to the 2040 LRTP.

Section 4. That the City supports revisions to the Broward MPO's Transportation Improvement Program Priorities List for Fiscal Year 2017-2018.

Section 5. That the City Manager is authorized to do all that is necessary and expedient in order to carry out the aims of this Resolution.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

The Transportation Plan Projects List

Broward County MPO Transportation Improvement Program (TIP) Project Prioritization
FY 2018-2019

* **Priority 1:** Project involves multi-jurisdictional transportation system and will improve traffic safety, traffic flow and multi-modalism. Project includes multi-jurisdictional funding source.

Priority 2: Project will improve traffic safety, connectivity and multi-modalism as well as promotes planned area-wide enhancement and development. Project may include multi-jurisdictional funding sources.

PRIORITY*	PHASE	ID #	PROJECT NAME	LOCATION	COSTS	TYPE/DESCRIPTION	PLAN STATUS
2	Conceptual Design	DB-01	**1st Street**	**NW 1ST Street** FROM: - Bryan Rd. TO: - Federal Hwy	$1.8 M	**Complete Streets:** • Sidewalks, two-way bike lane, paving, drainage, on-street parking and bike lanes. • Enhanced pedestrian FEC RR Crossings (NW 1 Street and W Dania Beach Blvd includes sidewalks, pedestrian gates, integrated with FEC RR Crossings improvements.)	Proposed CSLIP
2	Conceptual Design	DB-14	**1st Avenue**	**NE 1st Avenue** FROM: - NW 3rd Street TO: - SW 3rd Street	$1.4 M	**Complete Streets:** • Sidewalks, paving, drainage, on-street parking and bike lanes.	Proposed CSLIP

Broward County MPO Transportation Improvement Program (TIP) Project Prioritization
FY 2018-2019

PRIORITY*	PHASE	ID #	PROJECT NAME	LOCATION	COSTS	TYPE/DESCRIPTION	PLAN STATUS
2	Conceptual Design	DB-02	**W Dania Beach Blvd Bridge over the C-10 Canal.**	**Dania Beach Blvd** FROM: - Bryan Rd TO: - SW 12 Ave	$5.5 M	**Traffic Circulation and Access:** • 2-lane bridge with sidewalks and sharrows over C-10 canal. • Project will require R-O-W acquisition, as well as roadway and intersection improvements. • Developer contributed design and engineering costs.	Proposed LRTP
1	Conceptual Design	DB-03	**Old Griffin and Griffin Road**	**Griffin Road** FROM: - Old Griffin Rd. TO: - I-95 Ramp	$2.1 M	**Traffic Safety and Access:** • New roadway for Old Griffin Road west of Bryan Road with an increase for Westbound capacity. • Redesign to a “4-legged” intersection with single phase signal at Griffin/Griffin, including by-pass slip ramp for West bound North I-95 access. • Project has conceptual plans from Broward County and FDOT. • Potentially developer funded with Broward County Impact Fees.	Proposed LRTP

Broward County MPO Transportation Improvement Program (TIP) Project Prioritization
FY 2018-2019

PRIORITY*	PHASE	ID #	PROJECT NAME	LOCATION	COSTS	TYPE/DESCRIPTION	PLAN STATUS
2	Conceptual Design	DB-05	**Ely Boulevard**	**Ely Boulevard** FROM: - Stirling Rd TO: - Sheridan St.	$ 1.1 M	**Complete Streets:** • Enhanced sidewalks, ADA ramps, paving, drainage and bike lanes. • Project will be coordinated with the City of Hollywood.	Proposed LRTP
1	Conceptual Design	DB-13	**Sheridan Street**	**Sheridan Street** FROM: - I-95 TO: - Us-1	n/a	**Mobility:** • Expansion of roadway from 4 lanes to 6 lanes including sidewalks, drainage, bike lanes, signals and intersections. • ROW acquisition is needed.	Proposed LRTP
Current TIP, LRTP and Developer Contribution Projects							
n/a	Design/Construction	DB-12	**Bryan Road**	**Bryan Road** FROM: - Stirling Road TO: - Griffin Road	$4.1 M	**Mobility:** • New 3-lane roadway with turn lanes, drainage, sidewalks, lighting, bike lanes, landscaping and transit stops. • Includes improved intersections at Stirling Road, NW 1st Street and Griffin Road. • Developer funded and constructed.	Developer Contribution

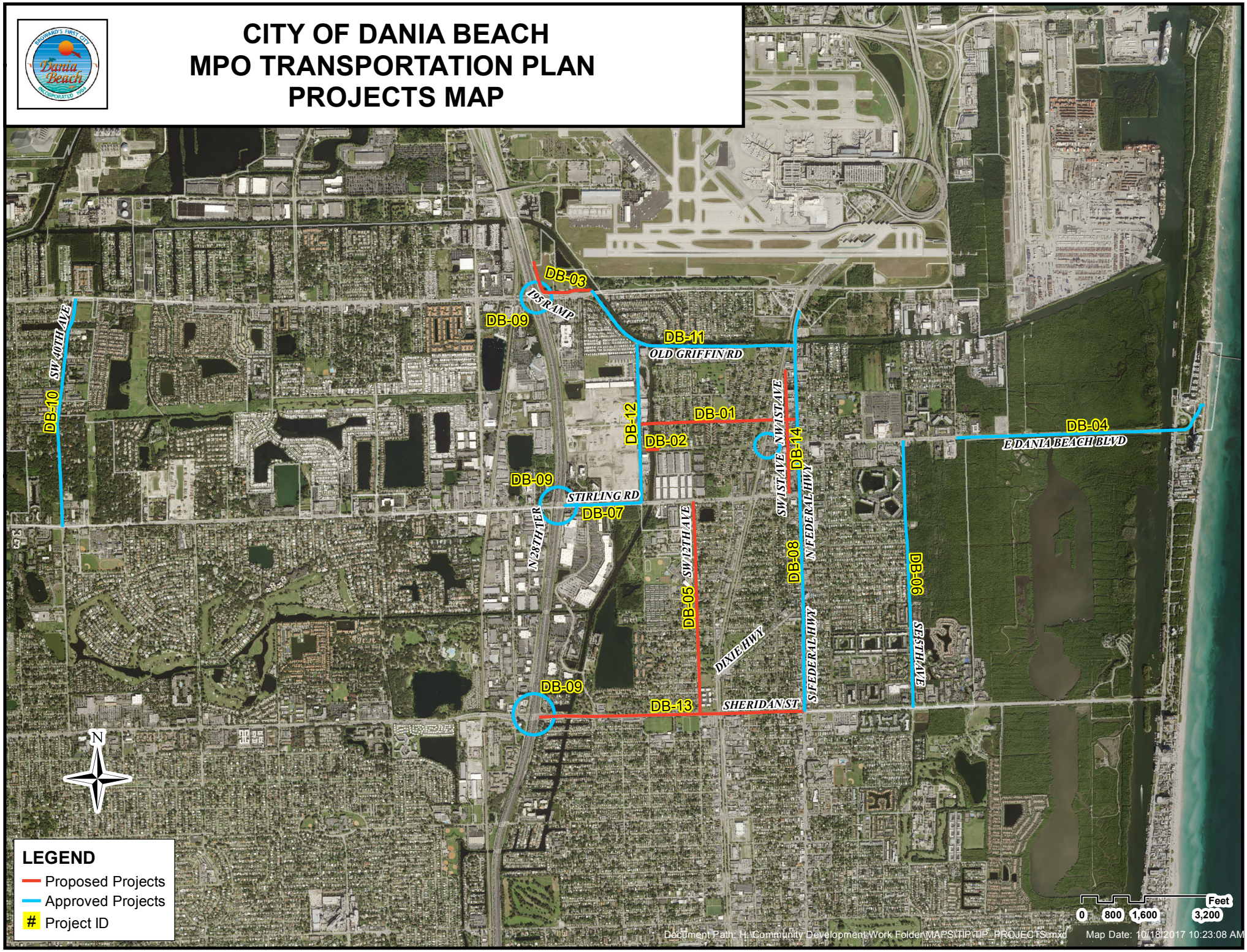
Broward County MPO Transportation Improvement Program (TIP) Project Prioritization
FY 2018-2019

PRIORITY*	PHASE	ID #	PROJECT NAME	LOCATION	COSTS	TYPE/DESCRIPTION	PLAN STATUS
n/a	Design/Construction	DB-07	**Stirling Road**	**Stirling Road** FROM: - I-95 TO: - Bryan Rd	Developer funded	**Access and Safety:** • New roadway, intersections, lighting, sidewalks, transit stops and turn lanes. • Developer funded.	Developer Contribution
1	Design/ Construction	DB-10 FM: 4361961	**SW 40 Street**	**SW 40 Street** FROM: - Stirling Rd TO: - Griffin Rd	$1.7 M	**Mobility:** • Bike lane/ sidewalk	TIP
1	Design/Construction	DB-11 FM: 4365441	**Old Griffin Rd**	**Old Griffin Rd** FROM: - Griffin Rd TO: - US-1	$5.3 M	**Mobility:** • Sidewalk on south side of roadway and multi-use path on north side.	TIP
1	Conceptual Design	DB-09 FM: 439170.1	**South Broward I-95 Interchanges PD&E**	**Stirling Rd** FROM: - Stirling Rd TO: - I-95 **Griffin Rd** FROM: - Griffin Rd TO: - I-95 **Sheridan St** FROM: - Sheridan St. TO: - I-95	$6.5 M	**Access and Safety:** • PD&E for I-95 interchange expansion and improvements at Griffin Road, Stirling Road and Sheridan Street. • Project will be coordinated with Hollywood, Fort Lauderdale and FDOT.	LRTP

Broward County MPO Transportation Improvement Program (TIP) Project Prioritization
FY 2018-2019

PRIORITY*	PHASE	ID #	PROJECT NAME	LOCATION	COSTS	TYPE/DESCRIPTION	PLAN STATUS
1	Conceptual Design	DB-08 (LRTP# 4364141)	**SR 5/US 1**	**US-1** FROM: - Aventura Mall TO: - Downtown Fort Lauderdale Terminal	$4.7 M	**Mobility and Transit:** • Upgrades to support enhanced bus service along US-1.	LRTP
2	Conceptual Design	DB-06	**SE 5th Ave**	**SE 5th Ave** **FROM:** - **Dania Beach Blvd** **TO:** - **Sheridan St**	$5 M	**Complete Streets:** • **Reconstruct roadway to include multimodal improvement for pedestrians, bicycles and transit.**	LRTP

CITY OF DANIA BEACH
MPO TRANSPORTATION PLAN
PROJECTS MAP



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER TREATMENT PLANT CHEMICALS (INCLUDING BUT NOT LIMITED TO FLUORIDE, ANTISCALANT, ZINC ORTHOPHOSPHATE, SODIUM HYPOCHLORITE, POLYPHOSPHATE, SODIUM HYDROXIDE, SULFURIC ACID, CALCIUM OXIDE-QUICKLIME) TO BE PURCHASED FROM VARIOUS CHEMICAL SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING, FOR FISCAL YEAR 2017-2018, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), AND FURTHER THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DEPARTMENT APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, Resolution, Exhibit A- Southeast Florida Governmental Purchasing Contract

City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) 923-1109 (Fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: November 14, 2017

RE: Purchase of Water Treatment Plant Chemicals from Southeast Florida Government Cooperative Group Contract Pricing

Introduction and Background

Public Services requests approval of a resolution to purchase certain chemicals for the City's Water Treatment Plant use.

The Public Services Director has been determined not every chemical supply vendor provides all necessary chemicals which may be required by the City thereby requiring multiple vendor agencies to be made available for use.

The Public Services Director has determined that services can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from the following vendors under its existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contracts; copies of which are attached as Exhibit A of the City resolution:

- Hawkins Company, Inc.
- Shrieve Chemical
- LHoist North America of Alabama, LLC
- Carmeuse Lime and Stone, Inc.
- Allied Universal Corporation

City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) 923-1109 (Fax)

That funding for the water plant chemicals are planned and appropriated in the FY 2017-2018 approved budget in the Water Fund Water Plant Division Account Number 401-33-03-533-52-40 in the amount of $237,000.00.

Recommendation

Staff recommends that the City Commission approves the resolution for the purchase of chemical, under the terms and conditions under the existing Co-op Agreement with the Southeast Florida Government Purchasing Co-operative Group Contract and authorize the City Manager execute any necessary documents.

RESOLUTION NO. 2017-137

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER TREATMENT PLANT CHEMICALS (INCLUDING BUT NOT LIMITED TO FLUORIDE, ANTI-SCALANT, ZINC ORTHOPHOSPHATE, SODIUM HYPOCHLORITE, POLYPHOSPHATE, SODIUM HYDROXIDE, SULFURIC ACID, CALCIUM OXIDE-QUICKLIME) TO BE PURCHASED FROM VARIOUS CHEMICAL SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING, FOR FISCAL YEAR 2017-2018, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DEPARTMENT APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained in 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 Twenty Five Thousand Dollars ($25,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Director has determined that it is necessary to purchase certain chemicals for City uses; and

WHEREAS, the Public Services Director has determined that not every chemical supply vendor provides all necessary chemicals which may be required by the City, and therefore, multiple vendor agencies need to be selected for various purchases; and

WHEREAS, the Public Services Director has determined that the items can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from

the following vendors under an existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contracts, a copy of which is attached and incorporated by this reference as Exhibit "A":

- Hawkins Company, Inc.
- Shrieve Chemical
- Carmeuse Lime and Stone, Inc.
- LHoist North America of Alabama, LLC; and
- Allied Universal Corporation;

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

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

Section 2. That the City approves the purchase of water plant chemicals from the various chemical supply vendors approved under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group in an amount that may exceed the annual vendor Twenty Five Thousand Dollars ($25,000.00) purchase threshold from a single vendor.

Section 3. That the proper City officials are authorized to execute a contract with the company, provided, however, that no contract will become effective unless and until City officials complete their execution of it.

Section 4. That funding for the water plant chemicals are planned and appropriated in the FY 2017-2018 approved budget in the Water Fund Water Plant Division Account Number 401-33-03-533-52-40 in the amount of Two Hundred Thirty Seven Thousand Dollars ($237,000.00).

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

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: 13-C-078F

DESCRIPTION/TITLE: Furnish and Deliver Hydrofluosilicic Acid

INITIAL CONTRACT TERM: Starts: 05/01/13 Ends: 04/30/15

RENEWAL TERMS OF CONTRACT: 2 RENEWAL OPTIONS FOR 2 years each
(Number of renewals) (period of time)

SECTION #1 - VENDOR AWARD

Vendor Name:	The Dumont Company, Inc.		
Vendor Address:	381 S. Central Ave., Oviedo, FL 32765		
Contact:	Ronald H. Cartwright		
Phone:	800-330-1369	**Fax:**	800-524-9315
Cell/Pager:		**Email Address:**	ronc@dumontchemicals.com
Website:	www.dumontchemicals.com		
FEIN:	65-0436122		

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: 3/27/13 **Resolution/Agenda Item No.:** NA

Insurance Required: Yes

Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name:	City of Coral Springs		
Agency Address:	9551W. Sample Rd., Coral Springs, FL 33065		
Agency Contact:	Roxanne Sookdeo		
Telephone:	954-344-1103	**Facsimile:**	954-344-1186
Email:	rsookdeo@coralsprings.org		

Exhibit "A"

Award Agreement for Hydrofluosilicic Acid for Southeast Florida Governmental Purchasing Cooperative Group

Hydrofluosilicic acid to the Southeast Florida Governmental Purchasing Cooperative Group from May 1, 2013 to April 30, 2015.

Based on a 23% solution, combined deliveries of 2750 gallons or less, regardless of number of stops are $3.00/gallon delivered. Based on a 23% solution, full truckloads of 2,750 gallons are $2.80/gallon delivered.

THIRD AMENDMENT TO AGREEMENT TO FURNISH AND DELIVER HYDROFLUOSILICIC ACID

THIS THIRD AMENDMENT is made and entered into this 9th day of March, 2017, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "City")

AND

HAWKINS WATER TREATMENT GROUP, INC.
d/b/a The Dumont Company
2381 Rosegate
Roseville, MN 55113
(hereinafter referred to as "Hawkins")

WHEREAS, the City and The Dumont Company (hereinafter "Dumont") entered into an Agreement to furnish and deliver hydrofluosilicic acid on March 27, 2013 (hereinafter the "Agreement"); and

WHEREAS, on December 16, 2014, the parties amended the Agreement to reflect the assignment of the Agreement between The Dumont Company, Inc. and the City of Coral Springs to Hawkins Water Treatment Group, Inc.; and

WHEREAS, on March 3, 2015, the parties amended the Agreement to the extend the term of the agreement through April 30, 2017; and

WHEREAS, the current Agreement expires on April 30, 2017 with the option to renew for one (1) additional two (2) year period; and

WHEREAS, both parties concur with amending the Agreement to extend the term of the Agreement through April 30, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. This Third Amendment shall be effective upon the execution by both parties.

Section 3. The term of this Agreement shall be extended through April 30, 2019.

Section 4. Section 20, INVOICING, is amended to add Section 20.02 to read as follows:

20.02 CONTRACTOR acknowledges and agrees that there will be no increase in pricing for Hydrofluosilicic Acid for the entire two (2) year term of this Agreement.

Section 5. In all other respects, the terms and conditions of the Agreement remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the CITY OF CORAL SPRINGS and HAWKINS WATER TREATMENT GROUP, INC. have hereunto set their hands and seals on the dates written below.

CITY OF CORAL SPRINGS, FLORIDA

Angelo Salomone, Purchasing Administrator

ATTEST:

Debra Thomas, CMC, City Clerk

APPROVED AS TO FORM:

Sherry Whitacre, Deputy City Attorney

Doc. 131618

HAWKINS WATER TREATMENT GROUP, INC., d/b/a The Dumont Company

By: _____

Print Name: Jason Schroeder

Title: SE Regional Mgr.

State of Florida
County of Orange

On this, the 27 day of Feb, 2017, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jason Schroeder (name of corporate officer), SE Regional Mgr. (title), of Hawkins, Inc (name of corporation), a MN (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand
and official seal

_____
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MARCIA A. STIVANSON
MY COMMISSION # FF 960804
EXPIRES: April 20, 2020
Bonded Thru Budget Notary Services

_____
Printed, typed or stamped name of Notary Public exactly as commissioned

☒ Personally known to me, or
☐ Produced identification:

_____
(type of identification produced)

Doc. 131618

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
APPROVE RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE A LIFEGUARD TOWER WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, FROM INDUSTRIAL DESIGN RESEARCH, INC. WHICH ITEM IS EXPECTED TO EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) FOR A SINGLE VENDOR IN A FISCAL YEAR

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission, Resolution, Exhibit A

City of Dania Beach

Parks and Recreation

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) - 923-6813 (fax)

MEMORANDUM

TO: Honorable Mayor & Commissioners

THROUGH: Robert Baldwin, City Manager

FROM: Mark Felicetty, Director

DATE: November 14, 2017

SUBJECT: Purchase of Lifeguard Tower without Competitive Bidding

The FY2018 approved budget allocated funding for a new Lifeguard Tower for placement north of the Pier where none currently exist. Only two (2) lifeguard tower manufacturing vendors have been identified in the United States. The Parks & Recreation Director has obtained two (2) written quotes from each of these manufacturers.

The Parks and Recreation Director recommends purchasing the lifeguard tower from Industrial Design Research as this tower is best suited to the needs of Dania Beach. The cost of the tower is $36,094.00 plus freight costs to be determined at the time of shipping.

Funding in the amount of $39,604.00 is currently allocated in Ocean Rescue Division Account No. 001-72-02-572-62-10. Remaining necessary funding will be transferred from Ocean Rescue Division Account No. 001-72-02-572-46-50 Building Maintenance to cover an additional cost necessary.

The Parks and Recreation Department recommends purchase of a Fiberglass lifeguard tower from Industrial Design Research in an amount estimated not to exceed $44,000.00 without competitive bidding and without advertisement for bids.

CC: Nicki Satterfield, Finance Director

RESOLUTION NO. 2017-138

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE A LIFEGUARD TOWER WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, FROM INDUSTRIAL DESIGN RESEARCH, INC. WHICH ITEM IS EXPECTED TO EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) FOR A SINGLE VENDOR IN A FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Parks & Recreation Director has obtained two (2) written quotes from the only two lifeguard tower manufacturing companies in the United States which quotes are attached as Exhibit "A"; and

WHEREAS, initial estimates from the two (2) vendors indicate the project will be estimated to cost a not-to-exceed amount of Forty Four Thousand Dollars ($44,000.00) including freight and delivery; and

WHEREAS, the Parks and Recreation Director recommends purchasing the lifeguard tower from Industrial Design Research, Inc., of Santa Ana, California, as the tower it manufactures is best suited to the needs of Dania Beach;

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 purchase a lifeguard tower from Industrial Design Research, in an amount not to exceed Forty Four Thousand Dollars ($44,000.00) plus related freight costs without competitive bidding or advertisement for bid.

Section 3. That funding for this purchase has been planned and appropriated in the Ocean Rescue Division Account No. 001-72-02-572-62-10. Remaining necessary funding will be transferred from Ocean Rescue Division Account No. 001-72-02-572-4650 Building Maintenance as purchase is expected not to exceed Forty Four Thousand Dollars ($44,000.00) including freight.

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

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

PASSED AND ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Exhibit A

INDUSTRIAL DESIGN RESEARCH

3121 West Central Avenue, Santa Ana, CA 92704 / Phone: (714) 420-0695 / email: indesre@sbcglobal.net

QUOTE

October 7, 2017

Michael Huck
Dania Beach Ocean Rescue
754-235-4998

Qty	Description	Unit Price	TOTAL
1	APEX (49° Stairs, Galvanized Structure included)	$29,696.00	$29,696.00
1	Rear Lift Structure	$1,085.00	$1,085.00
1	Rear Window/Shutter	$1,215.00	$1,215.00
1	Rescue Board Locker	$798.00	$798.00
1	Blue Gel-Coat	$785.00	$785.00
1	Insulated Roof	$825.00	$825.00
1	Lateral Sliding Windows	$1,255.00	$1,255.00
1	Palletize and Load	$435.00	$435.00
		TOTAL	$36,094.00

Shipping: Santa Ana, CA to Dania Beach, FL (Contact Freightquote.com)

Quote good for 30 days
Terms: Net 30 (after delivery and inspection)

CONDITIONS OF SALE (APPROVAL SIGNATURE REQUIRED)

1. Buyer shall properly operate and maintain each tower per IDR's guidelines, as updated from time to time.
2. Buyer shall be solely responsible for denying access to each tower to the public. Only persons authorized by Buyer shall be allowed access to each tower. The towers are not designed for public use.
3. Buyer shall indemnify and hold IDR harmless for any and all damages, claims, causes of action and injuries by any person who is not an authorized agent of Buyer as a result of any contact with a tower, excluding any patent defects in a tower.
4. Buyer is solely responsible for the deployment of and securing the towers against environmental and weather conditions.

Quotation, terms and conditions of sale approved by:

Signed _____ Title _____ Date _____

This rate is only available for shipments meeting this quote's exact criteria, booked through Freightquote and moved with a Freightquote bill of lading within 24 hours of this quote.

Base freight

$7,194.12

Fuel surcharge

$0.00

Total

$7,19412

USD

Estimated transit:

5 business days

Thank you for using Freightquote<https://protect-us.mimecast.com/s/INZmB7CkxN4UY>. We appreciate your business.

From: Brad Jordan
Sent: Monday, October 09, 2017 4:26 PM
To: 'Tim McBride'
Subject: FW: Updated Capacity charts

Hey Tim, this just came out, unfortunately not great news. Everything is working against us here.
Below are the two capacity charts that are relevant to your loads, outbound has plummeting capacity, lots of freight, very few trucks, so rates are being bid up. Likewise inbound SE also has low capacity, meaning nobody is wanting to go into the SE. Many drivers are flying to Puerto Rico to help with their back-long.
And then the additional BS highlighted below. I guess drivers went on strike about the Federal ELD mandates.

Felicetty, Mark

From: Huck, Michael
Sent: Thursday, October 12, 2017 3:14 PM
To: Felicetty, Mark
Subject: FW: Ship to Dania Beach, FL.
Attachments: image001.jpg; image002.jpg; image003.jpg

This is the latest that I have. Pretty vague _____
From: Dave Stollery [indesre@sbcglobal.net]
Sent: Tuesday, October 10, 2017 1:06 PM
To: Huck, Michael
Subject: FW: Ship to Dania Beach, FL.

Michael, Here's the shipping info. Unfortunately ,the rates are high because of increased traffic due to the storm damage. These rates will work if you prepay before shipping.

Dave

From: Brad Jordan [mailto:Brad.Jordan@freightquote.com]
Sent: Tuesday, October 10, 2017 9:45 AM
To: 'Dave Stollery'
Subject: RE: Ship to Dania Beach, FL.

Hi Dave,

A little explanation in case anyone gets sticker shock on this quote, the market is crazy right now, especially CA > FL. It just can't be helped.

I have a customer that ships standard full truckloads weekly from Commerce CA to southern FL, his rates have gone from $4700 to $6,500

Attached below your quote is an email that I send to that other customer trying to explain the crazy high rates right now.

From: Dave Stollery [mailto:indesre@sbcglobalnet]
Sent: Tuesday, October 10, 2017 10:50 AM
To: Brad Jordan <Brad.Jordan@freightquote.com>
Subject: Ship to Dania Beach, FL.

Brad, Please quote the following: CA. 92704 to FL.33004 Wide load, 11'6" W x 9'8" H x 12' L. Plus 4' W x 17' L x 2'H Total weight 4000 lbs Dave Stollery Industrial Design Research
(714) 420-0695

BAUSCH ENTERPRISES INC

BAUSCH WATCH TOWER

Bausch Watch Tower Division

QUOTE

Bausch Enterprises Inc.
3171 SE Waaler Street
Stuart, FL 34997
772.220.6652

DATE: OCTOBER 9, 2017

EXPIRATION DATE: February 9, 2018

Michael Huck
Ocean Rescue Chief
City of Dania Beach

SALESPERSON	JOB	INSTALLATION METHODS	DELIVERY ESTIMATE	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Todd B.	Dania Beach Zero Tower	Crane for assembly & installation is customer responsibility	$1700 to parking lot, then assembled	TBA	$20,000 deposit remainder at time of shipping	TBD approx..12 weeks from Deposit date

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Bausch "Zero" Watch Tower, standard package (please see attached description)	$36,500	$36,500
1	Delivery to Dania Beach	$1700	$1700
1	Board Box to fit 12' Rescue board	$1950	$1950
	Additional Options Available		
	Interior, upper storage shelf	$198	0
	Shutter for door window	$175 each	0
2			
1	Interior under counter storage cabinet	$239	0
1	Solar panel package installed with battery	$2450	0
4	Stainless Steel Coat Hooks	$20	0
1	Additional 12" Center Skid	$471	0
	Standard Package		

Marine grade aluminum construction

Embossed composite decking on 12' by 12' aluminum deck

Anodized Aluminum Railing upgrade

One piece fiberglass roof with insulation

2-30" Aluminum doors with impact glass windows and SS handles

Three- 15 degree tint in glass impact windows with folding shutters (inside locking)36" tall with 50 square feet of viewing area

2 ventilation hatches includes front vent / seat combination

Front access, aluminum low-angle stairs with diamond plate surface and aluminum railing on stairs and deck

8 foot deck elevation

Exterior and interior walls powder coated with clear ceramic coating on the exterior

Composite front counter

49 square foot floor plan with angled windows and walls for decreased glare

All stainless steel fasteners and 4 SS lifting eyes on shelter

Flag holder

Sits on two 12" wide aluminum skids with 4 towing eyes

SUBTOTAL	$40,150
SALES TAX	Exempt
TOTAL	**$40,150**

Quotation prepared by: Todd Bausch

To accept this quotation, sign here and return: _____

Date: _____

Thank you!

BAUSCH ENTERPRISES INC

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT AND VARIOUS DEPARTMENTS TO PURCHASE ITEMS FOR REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS FROM HOME DEPOT, UTILIZING THE MARICOPA COUNTY, ARIZONA GOVERNMENT PURCHASING ALLIANCE CONTRACT NO. 16154 (RFP AGREEMENT) FOR FISCAL YEAR 2017-2018, ENDING SEPTEMBER 30, 2018, FOR PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, Resolution, Exhibit A-Maricopa County, Arizona Contract No. 16154 RFP

City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: October 31, 2017

SUBJECT: Approval of a Resolution to Utilize the Home Depot under the Maricopa County Government Purchasing Alliance Contract No.16154 RFP Agreement and to exceed the City's $25,000 Threshold

---

Public Services Department is requesting City Commission approval to use Home Depot under the Maricopa County Contract No. 16154 RFP and to exceed the City's $25,000.00 annual vendor threshold to be utilized to purchases items for repair, operating supplies, industrial supplies, and related supplies.

The Public Services Department and various departments may need items for repair and operating supplies which is necessary during the course of a year.

Maricopa County Contract No. 16154 RFP, under the US Communities Government Purchasing Alliance was awarded to The Home Depot on January 11, 2017, through December 31, 2021.

Public Services Department anticipates exceeding the $25,000.00 threshold for a single vendor therefore, requires City Commission approval.

Recommendation:

Public Services recommend an approval of a Resolution to exceed the City's $25,000 limit to a single vendor and utilize the Maricopa County Contract No. 16154 RFP, under the US Communities Government Purchasing Alliance with Home Depot. The use of this contractor will be citywide.

RESOLUTION NO. 2017-139

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT AND VARIOUS DEPARTMENTS TO PURCHASE ITEMS FOR REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS FROM HOME DEPOT, UTILIZING THE MARICOPA COUNTY, ARIZONA GOVERNMENT PURCHASING ALLIANCE CONTRACT NO.16154 (RFP AGREEMENT) FOR FISCAL YEAR 2017-2018, ENDING SEPTEMBER 30, 2018, FOR PUCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department and various City departments will purchase maintenance, repair and operating supplies, industrial supplies and related products from Home Depot during the fiscal year, which items for various services may exceed the annual Twenty Five Thousand Dollars ($25,000.00) City threshold for a single vendor and, therefore, City Commission approval is required; and

WHEREAS, the Public Services Department has determined that such purchases can be obtained at the least cost to the City, without competitive bidding and without advertisements for bids from Home Depot under the Maricopa County, Arizona Contract No.16154 RFP which is attached as Exhibit "A"; and

WHEREAS, the Public Services Department is seeking approval to exceed Twenty Five Thousand Dollars ($25,000.00) for any necessary future services for Fiscal Year 2017-2018 provided funding is available and appropriated in the current budget year and made in accordance with the City of Dania Beach Purchasing Policy for each fiscal year;

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

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

Section 2. That the City Commission authorizes the purchase of supplies and related products from Home Depot under the Maricopa County, Arizona Contract No.16154.

Section 3. That the proper City officials are authorized to execute a contract with the company, provided, however, that no contract will become effective unless and until City officials complete their execution of it.

Section 4. That all Department purchases shall be subject to and made within the respective Departments' approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

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

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: January 11, 2017 CONTRACT END DATE: December 31, 2021

CONTRACT PERIOD THROUGH DECEMBER 31, 2021

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery Facilities Management

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, 2021.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**http://www.maricopa.gov/Finance/Vendors.aspx**).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.8.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the

concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and

attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE**.**

6.2.1 Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million ($100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and

an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work

is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

6.7 REQUIREMENTS CONTRACT:

6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the

delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.8 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.22 ISRAEL BOYCOTT:

By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq*.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.36.1 Exhibit A, Pricing;

6.36.2 Exhibit B, Scope of Work;

6.36.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, GA. 30339
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business

PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339

ADDRESS

1-4-2017

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:

CLERK OF THE BOARD 01/17/17

JAN 17 2017

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

Jan 12, 2017

DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road
	Atlanta, GA 30339
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· **At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate**			
	· **At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate**			
	· **Over $100,000 Annual Net Sales (Pretax) = 5% Rebate**			
1.2	**Pro Rewards Paint Program**			
	Level	**Discount %**	**Minimum Annual Spend on Paint**	
	Gold	**20%**	**$ 7,500**	
	Silver	**15%**	**$ 4,000**	
	Bronze	**10%**	**$ 2,000**	
1.3	**Volume Pricing Program**			
	For any purchase over $1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over $1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 **Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation)** – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 **Related Products and Services (Including Installation, Repair and Renovation Services) –** A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication,

hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES)**:**

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 <u>Products used in performing these services shall be procured under the awarded contract, at contract prices</u>.

2.2.5 These services may be required in the <u>residential</u> and <u>commercial</u> environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts
2.2.5.2 HVAC
2.2.5.3 Plumbing
2.2.5.4 Electrical
2.2.5.5 Exterior decks, patios and porches
2.2.5.6 Exterior Siding
2.2.5.7 Windows, Doors
2.2.5.8 Interior/Exterior Painting
2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database
2.2.7.4.2 SSN Verification
2.2.7.4.3 National Criminal Database Check
2.2.7.4.4 Two County Search
2.2.7.4.5 Sex Offender Search
2.2.7.4.6 Annual Review (National Criminal Database)
2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

<u>All products offered shall be new, unused and of the latest design and technology</u>.

The intent is for each Proposer to submit their <u>complete product line</u> so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES
Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.

2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)
2.4.2.2 Internet (Homedepot.com)
2.4.2.3 Other eProcurement options
2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over $1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING**:**

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a "not to exceed" amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars
2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number
2.10.4.2 Contractor's name and address
2.10.4.3 Participating Public Agency's name and address
2.10.4.4 Participating Public Agency's purchase order number
2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime Saturday or, Sunday.

1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.

1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.

2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

3.5 Only one trip charge may be charged per service call.

3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:

4.4.1 Shirt/blouse

4.4.2 Vest

4.4.3 Cap

4.4.4 Badging that identifies the business they work for

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 INVOICES AND PAYMENTS:

For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 – or to the address that was used in establishing the associated Home Depot Account.

7.1 Company name, address and contact information

7.2 County bill-to name and contact/requestor information

7.3 Building Name and Building Number

7.4 County purchase order number

7.5 County contract number

7.6 Maximo (FMD) service call number

7.7 Invoice number and date

7.8 Date of service or delivery

7.9 Description of Purchase (services performed)

7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)

7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)

7.12 Arrival and completion time

7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied

7.14 Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25 limit, will be provided at the contractor's own expense.

8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

HOME DEPOT U.S.A., INC., 2455 PACES FERRY ROAD, ATLANTA, GA. 30339

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31, 2021.**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE EXPENDITURE OF VARIOUS WATER METER COMPONENT PARTS AND OTHER UTILITY PIPES AND RELATED APPURTENANCES TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING FOR FISCAL YEAR 2017-2018, WHICH MAY EXCEED AN ANNUAL SUPPLY VENDOR TOTAL AMOUNT OF TWENTY-FIVE DOLLARS($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, Resolution, Exhibit A-Southeast Florida Government Purchasing Cooperative Group Contract

City of Dania Beach

Department of Public Services

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

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: November 14, 2017

RE: Purchase of Water Meters and Utility Pipes and Appurtenances from Various Vendors

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Introduction and Background

The action requested by staff is a regular and usual part of the annual budget and procurement processes. Upon the adoption of the new budget by the City Commission, staff requests City Commission approval in advance to procure goods and services whose annual expenditures are expected to exceed limits established in the City's Purchasing Policy.

Public Services is requesting approval of a resolution to purchase certain water meter and component supplies for the City's Water Utilities vendors in an amount that may exceed the annual twenty-five thousand dollars ($25,000.00) purchase threshold for a single vendor.

The Public Services Director has determined that it is necessary to purchase various water meter component parts and water supply component parts for City use. Not every water supply vendor provides all necessary supplies. Therefore, we are requesting authorization to purchase from various supply vendors under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contracts, a copy of which is attached as Exhibit A

- Ferguson Enterprises, Inc.
- Fortiline Waterworks, Inc.
- Core & Main LP
- Lehman Pipe & Plumbing

Funding for purchases are planned and appropriated in various FY2017 -2018approved budget accounts as follows:

Water Fund Distribution Division Account #401-33-02-533-46-70 $70,000.00

Sewer Fund Sewer Utility Collection Division Account #402-35-02-535-46-70 $60,000.00

Additional budgeted funding may also be utilized through various other accounts for citywide capital projects or repairs.

Recommendation

As in the past, staff recommends that the City Commission approve the resolution for the purchase of water meter supplies and various components under the existing Co-Op Agreement with the Southeast Florida Government Purchasing Co-Operative Group and authorize the City Manager execute any necessary documents.

RESOLUTION NO. 2017-140

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF VARIOUS WATER METER COMPONENT PARTS AND OTHER UTILITY PIPES AND RELATED APPURTENANCES TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT PRICING FOR FISCAL YEAR 2017-2018, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Director has determined that it is necessary to purchase various water meter component parts and water supply components for City use; and

WHEREAS, the Public Services Director has determined that not every water supply vendor provides all necessary supplies which may be required by the City, and therefore, purchases from multiple vendor agencies need to be made available for City purchases; and

WHEREAS, the Public Services Director has determined that these supplies can be obtained at the least cost to the City without competitive bidding and without advertisement for

bids from the following vendors under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contracts, a copy of which is attached as Exhibit A:

- Ferguson Enterprises, Inc.
- Fortiline Waterworks, Inc.
- Core & Main LP
- Lehman Pipe & Plumbing;

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

Section 1. That the above "Whereas" clauses are approved, made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves the purchase of water meter component parts and water supply components from various suppliers approved under the existing Co-Op Agreement with the Southeast Florida Government Purchasing Cooperative Group in an amount that may exceed the annual vendor $25,000.00 purchase threshold from a single vendor.

Section 3. That the proper City officials are authorized to execute a contract with the company, provided, however, that no contract will become effective unless and until City officials complete their execution of it.

Section 4. That all Departments' purchases for water meter component parts and water supply components shall be subject to and made within the Water Department approved level of its respective annual budget appropriation.

Section 5. That funding for these purchases are planned and appropriated in the FY 2017-2018 approved budget in the Water Fund Distribution Division Account Number #401-33-02-533-46-70 and the Sewer Fund Sewer Utility Collection Division Account #402-35-02-535-46-70 for a combined total of One Hundred Thirty Thousand Dollars ($130,000.00). Additional budgeted funding may also be utilized through various other accounts for citywide capital projects or repairs.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: **#2011-12/22**

DESCRIPTION/TITLE: **Water Meter Fittings and Water Line Accessories**

CONTRACT TERM: **Starts: November 1, 2017 Ends: October 31, 2018 (Renewal 3 of 3)**

OPTIONS OF CONTRACT: **0**
(Number of renewals)

SECTION #1 - VENDOR AWARD

Vendor Name: **Ferguson Enterprises, Inc.**
Vendor Address: **1950 NW 18th St., Pompano Beach, FL 33069**
Contact: **Drew Petonick, Outside Sales**
Phone: **954-973-8100** **Fax:** **954-917-3134**
Email Address: **drew.petonick@ferguson.com**

Vendor Name: **Fortiline Waterworks, Inc.**
Vendor Address: **6759 White Drive, Riviera Beach, FL 33407**
Contact: **Greg Panasuk, Municipal Sales**
Phone: **772-408-1960** **Fax:** **772-408-1963**
Email Address: **greg.panasuk@fortiline.com**

Vendor Name: **Core & Main LP**
Vendor Address: **4310 NW 10th Avenue, Oakland Park, FL 33309**
Contact: **Susan Read, Municipal Sales Coordinator**
Phone: **954-772-7343** **Fax:** **954-772-0443**
Email Address: **susan.reed@coreandmain.com**

Vendor Name: **Lehman Pipe & Plumbing**
Vendor Address: **230 NW 29th Street, Miami, FL 33127**
Contact: **Josh Aberman, Executive VP**
Phone: **305-576-3054** **Fax:** **305-576-3066**
Email Address: **josh@lehmanpipe.com**

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date:	**October 16, 2012**	**Resolution/Agenda Item No.:**	**2012/197**
1st Renewal Award	**November 3, 2015**	**Resolution/Agenda Item No.:**	**2015/216**
2nd Renewal Award	**November 1, 2016**	**Resolution/Agenda Item No.:**	**2016/211**
3rd Renewal	**NO Commission Approval Required**		

Insurance Required: **Yes**

Performance Bond Required: **No**

SECTION #3 - LEAD AGENCY

Agency Name:	**City of Deerfield Beach**		
Agency Address:	**401 SW 4th Street, Deerfield Beach, FL 33441**		
Agency Contact:	**Christine Miller, Senior Buyer**		
Telephone:	**954-480-4415**	**Facsimile:**	**954-480-4388**
Email:	**cdmiller@deerfield-beach.com**		

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID, RFP E-13-17, IN AN AMOUNT THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) PER FISCAL YEAR; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo CC, Resolution, Exhibit A- Southeast Florida Governmental Purchasing Co-Op Group Bid, RFP E13-17

City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) 923-1109 (Fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: November 14, 2017

RE: Approval of Resolution for Gasoline and Diesel Fuel Purchase from Port Consolidated Inc.

Introduction and Background

The action requested by staff is a regular and usual part of the annual budget and procurement processes. Upon the adoption of the new budget by the City Commission, staff requests City Commission approval in advance to procure goods and services whose annual expenditures are expected to exceed limits established in the City's Purchasing Policy.

Public Services is requesting approval of a resolution for gasoline and diesel fuel purchases from Port Consolidated Inc. using Southeast Florida Governmental Purchasing Cooperative Group, RFP E-13-17 using current available pricing and terms.

The funding for purchase of gasoline and diesel is planned and appropriated in the approved annual City Budget and all Department purchases shall be subject to and made within the respective Departments' approved level of its annual budget appropriation. Staff recommends approval.

The initial term of this agreement will be for three (3) years with one (1) two (2) year optional extension. This contract will exceed the annual $25,000.00 vendor threshold each year but remain subject to approved annual budget appropriations.

City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) 923-1109 (Fax)

Recommendation

As in the past, staff recommends that the City Commission approves the resolution for Port Consolidated Company under the terms and conditions therein and authorize the City Manager to execute the necessary contracts.

RESOLUTION NO. 2017-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID, RFP E-13-17, IN AN AMOUNT THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) PER FISCAL YEAR; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Manager has determined that it is necessary to purchase gasoline and diesel for the City's vehicle and equipment fleet; and

WHEREAS, the City of Pompano Beach, as lead agency for the Southeast Florida Government Purchasing Co-op Group, competitively bid and was awarded a contract, and entered into a three year agreement with Port Consolidated on March 15, 2017, which can be used by the City for its fuel purchases;

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

Section 1. That the City Manager is authorized to enter into an agreement with Port Consolidated, Inc. under Southeast Florida Governmental Purchasing Co-Op Group Bid, RFP E-13-17 for an initial contract term of three (3) years with an option for one (1) additional two (2)

year extension, a copy of which Bid and related documents are attached as Exhibit 'A" and incorporated into this Resolution.

Section 2. That the proper City officials are authorized to execute a contract with the company, provided, however, that no contract will become effective unless and until City officials complete their execution of it.

Section 3. That the funding for purchase of gasoline and diesel fuel is authorized in an amount exceeding the annual vendor threshold of Twenty Five Thousand Dollars ($25,000.00).

Section 4. That funding for this purchase is planned and appropriated in the approved City Budget and all Department purchases shall be subject to and made within the respective Departments' approved level of their annual budget appropriation.

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

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

PASSED AND ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-13-17

Description/Title: UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Initial Contract Term: Start Date: March 15, 2017 End Date: March 14, 2020

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 2 years (Period of Time)

Renewal No. 1 Start Date: March 15, 2020 End Date: March 14,2022

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Port Consolidated Inc.

Vendor Address: 3141 Se 14th Ave.

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com;

Website: _____ FEIN: 59-1173292

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 15,2017 Resolution/Agenda Item No.: _____

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060

Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com

Telephone: 954-786-5504 Fax: _____

Orig.19

ORDINANCE NO. 2017-__32__

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL, WITH THE CITY OF POMPANO ACTING AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement with Port Consolidated, Inc. pursuant to RFP E-13-17.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 28th day of February, 2017.

PASSED SECOND READING this 14th day of March, 2017.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
2/16/17
L:ord/2017-132

Orig. 19

CONTRACT

THIS AGREEMENT is made and entered into this 15th day of March, 2017, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and PORT CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-13-17; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-13-17), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-13-17, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional period of two (2) years upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

8. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph U.11 of RFP E-13-17. All payments by the City and Participating Agencies, shall be made after the service has been provided.

9. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Port Consolidated, Inc.
Donald R. Carlton, Jr., President
P. O. Box 350430
Fort Lauderdale, Florida 33335

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated pursuant to Paragraph Q of RFP E-13-17.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in RFP E-13-17 attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

15. Indemnity. The Contractor shall defend, indemnify and hold the City, all Participating Agencies in the Purchasing Cooperative Group, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

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

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

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

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps

and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses:

Christine Kendel

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

KERVIN ALFRED
Notary Public - State of Florida
Commission # GG 000246
My Comm. Expires Sep 21, 2020
Bonded through National Notary Assn.

"CONTRACTOR"

PORT CONSOLIDATED, INC.
a Florida corporation

By:

Print Name: Donald R. Carlton Jr.

Title: President

Business License No. 795 718

Witnesses:

Joseph R Jiska
(Print or Type Name)

Karen Alvarez
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2017, by DONALD R CARLTON JR as PRESIDENT of PORT CONSOLIDATED, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

BRENDA J. AYERS

(Name of Acknowledger Typed, Printed or Stamped)

FF 921372

Commission Number

BRENDA J. AYERS
Notary Public - State of Florida
Commission # FF 921372
My Comm. Expires Oct 9, 2019
Bonded through National Notary Assn.

/jrm
2/21/17
l:agr/genl srvs/2017-382

pompano beach®

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

I. "WORKING TOGETHER TO REDUCE COSTS"

December 20, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

Agency Name		Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2nd Ave, 6th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.

2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.

    a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.

3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

6. ***Contingency plan of action. Firms should describe a plan of action to*** **assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.**

7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.

8. Alternate Proposals:

   a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:

   i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
   ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:
The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

    a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

    b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
__ explosion & collapse hazard	
__ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
__ sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:	Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
__ owned	
__ hired	
__ non-owned	

REAL & PERSONAL PROPERTY

__ comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
__ other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

   a. Certificates of Insurance evidencing the required coverage;

   b. Names and addresses of companies providing coverage;

   c. Effective and expiration dates of policies; and

   d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	Criteria	Point Range
1.	**Firm Qualifications and Capabilities** (Factors including but not limited to the following) • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed	0-40
2.	**Emergency Supply Capabilities** (Factors including but not limited to the following) • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage	0-20
3.	**References** (Factors including but not limited to the following) • Years experience • Number of Locations	0-10
4.	**Cost**	0-30
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

12. Public Records

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

_____

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

February 15, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Best and Final Offer – E-13-17

Dear Mr. English:

Thank you very much for your time today and thank you for the opportunity.

As a follow up to our negotiation meeting for E-13-17, please see our "Best and Final" offer to the Co-op.

	ULSD	87 E-10
Transport	+ 0.007	+ 0.007
Tankwagon	+ 0.089	+ 0.089

All other pricing in the RFP will remain the same.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County School Board – Mark Alan - 754-321-0507

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jane Mitchell, Natasha Corona, Vanessa Burch, Danielle Schatz – 954-522-1182
- Billing Inquiries – Heather - 877-345-1098 x1009
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 877-345-1098 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contractual Supply Obligation – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our supply chain that will ensure adequate fuel supply for the Co-op, not only on a day-to-day basis, but during a declared State-of-Emergency as well.

Port Consolidated's corporate headquarters sits in the heart of the Port Everglades, which supplies both gasoline and diesel fuel to all of South Florida. We have the ability to pull day to day product from Chevron, Citgo, Gulf Oil, Indigo, Mansfield, Marathon, Motiva, Petroleum Traders, and Valero.

For those times when supplies are tight, we have contractual arrangements with Chevron, Gulf Oil, Indigo Energy, and Marathon. These contracts will ensure a guaranteed, ratable supply to the Co-op. Attached to this letter, you will find copies of those current agreements.

Port Consolidated also has the ability to pull product from other Ports throughout the State of Florida, notably the Port of Tampa, Port Manatee, Port Canaveral, Orlando, and the Port of Jacksonville. Should Port Everglades become incapacitated for any length of time, these various Ports provide us with other options to pull product. We also have relationships in Savannah.

In addition to our regular supply points, Port Consolidated also has the ability to pre-purchase and store product at any one of our 13 facilities. Our total storage capacity is just under 3 million gallons for various petroleum products.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

20264

GUARANTEED SUPPLY AGREEMENT

This is a Guaranteed Supply Agreement dated November 2, 2016 between Marathon Petroleum Company LP ("MPC"), a Delaware limited partnership with offices at 539 South Main Street, Findlay, Ohio 45840 and Port Consolidated, Inc. ("**Port Consolidated**"), a Florida corporation with offices at 3141 SE 14th Avenue, Fort Lauderdale, Florida 33316.

1. **Definitions.** "Products" shall mean gasoline, gasohol and distillates of all grades and types as are generally offered to MPC's Wholesale Reseller customers at a Terminal from time to time. "Terminal," "10-Day Volume," and "Monthly Volume," shall refer to the MPC terminals and the associated quantities (in gallons) listed in the table in Section 3, if applicable. "Month" (capitalized or not) shall mean a calendar month. "10-Day Period" shall mean 10 calendar days in a Month, beginning on the first day of the Month. The last 10-Day Period in a Month must end on the last calendar day of the Month and can be shorter or longer than 10 days depending on the amount of days in the Month.

2. **Term.** The initial term of this Agreement is from January 1, 2017 to December 31, 2017, inclusive. This Agreement shall automatically renew for up to two successive one-year renewal term(s) unless either party gives written notice of non-renewal at least 60 days prior to the end of the initial term or any subsequent one-year renewal term. In no instance shall this Agreement extend beyond December 31, 2019.

3. **Quantity.** **(A)** During each Month, **Port Consolidated** shall purchase 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table below. **(B)** During each 10-Day Period, **Port Consolidated** shall purchase the 10-Day Volumes of each Product at the associated Terminal as shown in the table below. **(1)** MPC shall not guarantee availability of Product for **Port Consolidated's** purchase in amounts greater than 110% of the 10-Day Volumes set forth in the table below. **(2)** During any 10-Day Period, all Product purchases over 110% of the 10-Day Volumes shall not apply toward **Port Consolidated's** obligation to purchase the Monthly Volumes. **(C)** In the event the needs of **Port Consolidated** increase beyond the volumes specified in the table below, **Port Consolidated** shall notify the MPC Regional Office in writing of the additional volume requested at least 30 days prior to lifting. The MPC Regional Office shall assess Product availability, and if the parties mutually agree, shall amend the volumes in the table set forth below.

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Tampa	GASOHOL	TERM	125,000	375,000
Tampa	ULSD	TERM	616,666	1,850,000
Fort Lauderdale	GASOHOL	TERM	275,000	825,000
Fort Lauderdale	ULSD	TERM	750,000	2,250,000
TOTAL MONTHLY VOLUME				**5,300,000**

4. **Price.** The price for any given load of Product shall be the applicable MPC Wholesale Reseller Price in effect at the following Terminal(s) as of the time that lifting ends: Tampa and Fort Lauderdale.

Port Consolidated acknowledges and agrees that MPC may use the Wholesale Reseller Price to manage customer liftings when MPC's Product supply at a Terminal is limited and **Port Consolidated** waives the right to claim that this method of pricing is unfair, anti-competitive, tortious, or a breach of contract.

5. **Remedies.** **(A)** MPC will, at its sole discretion, invoice **Port Consolidated** on a monthly basis an underlifting fee of $.0300 per gallon not lifted if **Port Consolidated** fails to lift 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table in Section 3. **Port Consolidated** shall pay MPC within 15 days after receipt of the invoice for any applicable underlifting fees charged by MPC. No failure by MPC to charge for any underlifting fees to which it would be entitled in any given month shall operate as or imply any existing or future waiver of the right to charge such fees, nor shall it, in any way, limit or alter the rights of MPC set forth herein or prevent MPC from asserting its rights herein through estoppels or any similar legal theory. **(B)** MPC may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, **Port Consolidated** fails to purchase the Monthly Volumes at the associated Terminal as shown in the table in Section 3. **(C)** If a supply interruption occurs at a Terminal, MPC may request **Port Consolidated**, to the extent logistically feasible, to lift Products at another MPC Terminal.

6. **General.** **(A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT**, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. **(B)** The fee in Section 5(A) is not a penalty but is a reasonable liquidated damage amount. **(C)** This Agreement has been executed in two original counterparts. **(D) Port Consolidated** has the right to disclose the terms and conditions contained herein with its agents, employees, directors and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by **Port Consolidated** without the express written consent of MPC is a material breach of this Agreement.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Ken Mark

Title: Southern Region Manager

APPROVED AS TO FORM
tyh
10/3/16

Port Consolidated, Inc.

By:

Title: President

{425885.DOCX }

(Revised 8/1/2016)

PRODUCT SALES TERMS

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by Marathon Petroleum Company LP ("Seller") under this Agreement to the buyer identified in this Agreement ("Buyer").

1. **Payment.** Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.

2. **Taxes.** Buyer will pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. Upon account set up, Buyer will promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup.

3. **Delivery.** All sales will be F.O.B. the "Ship From" location stated in this Agreement, unless this Agreement clearly provides otherwise. Title and risk of loss will pass to Buyer at the "Ship From" location as Product passes (as applicable) the transport truck or railcar inlet flange, barge permanent hose connection, or pipeline upstream flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location.

Where this Agreement clearly provides that delivery is F.O.B. the "Ship To" destination, title and risk of loss will pass to Buyer at the "Ship To" destination as Product passes (as applicable) the transport truck or railcar outlet flange, barge permanent hose connection, or pipeline downstream flange. Where shipment is by railcar, and Buyer is unable to accept delivery of the railcar when offered, then title and risk of loss will pass to Buyer at the time of constructive placement of the railcar. Buyer will pay and be responsible for any demurrage, fleeting, shifting, parking, detention, port or other charges related to receipt or delivery of Product, unless solely caused by Seller.

4. **Quantity and Inspection.** Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shoretank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators or ASTM tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings will be conclusive. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.

5. **Compliance With Laws.** Buyer, its agents, and its carriers will comply with all laws, regulations, and standards applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, and disposition of Products, and Buyer will not deliver, or allow to be delivered, to an RVP or RFG control area any Product that would be in violation of U.S. EPA regulations applicable to that area. Buyer will require similar commitments from its purchasers. Product identified as Blend-Grade, CBOB or RBOB is for use as blending component only.

6. **Safety and Health.** Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling and using each of the Products. SDS for Products are available at the following internet address: http://www.marathonpetroleum.com /brand/products/sds/. Buyer may request to receive SDS via email by contacting the Seller at sdsinfo@marathonpetroleum.com.

Buyer's employees, agents, and subcontractors will comply with all applicable safety standards, policies, practices and rules of conduct mandated by Seller when involved in any operations on Seller's premises in connection with the performance of this Agreement.

7. **Warranties.** Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Buyer. **MPC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

8. **Claims.** All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

9. **Limitation of Liability. IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. **Force Majeure and Allocation.** Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

11. **Indemnity.** Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, penalty, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement. The only exception to this obligation is when Seller's negligence or intentional misconduct is determined by a court to be the sole cause of the damage. In responding to any third-party claims, Seller may select an attorney and may enter into any settlement without affecting this obligation.

12. **Default.** Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and

Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions of paragraph 14 below. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

13. Export Sales. For any Product that will be exported from the U.S.A. by Buyer or another Party, all export-related requirements are the sole responsibility of Buyer or the Exporter. Seller is not responsible for compliance with U.S. export control laws or requirements in such transactions unless it agrees to assume that responsibility in writing. Buyer acknowledges that Product was designed and produced solely for commercial purposes. Further, Buyer agrees that unless specifically licensed by the United States government, no Product received from Seller is intended to be nor will be, shipped either directly or indirectly, to any country entity, or person or for any end-use that is prohibited under the Export Administration Regulations ("EAR"), Office of Foreign Assets Control ("OFAC") regulations, International Traffic in Arms Regulations ("ITAR") or as otherwise prohibited by any applicable law or regulation. Any diversion contrary to U.S. law is strictly prohibited. Buyer shall indemnify and hold Seller harmless from all fines, penalties, costs, and expenses (including reasonable attorney fees) incurred by reason of the breach of the foregoing.

Except where Seller has specifically provided to Buyer in writing the appropriate documentation necessary to substantiate that Product is eligible for NAFTA or other preferential duty treatment, Product sold hereunder is deemed not eligible for NAFTA or any preferential duty treatment.

For any Product that will be exported from the U.S.A. by Buyer, Seller reserves all rights as a manufacturer under 19 U.S.C. §1313 and related regulations and reserves all rights to claim drawback. Buyer will provide Seller with proof of export satisfactory to Seller and any other information needed by Seller for the timely and accurate filing of Seller's claim.

14. Trademarks. Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

15. General. (A) The sale of Products to Buyer, and this Agreement, will be governed by Ohio law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. (B) Buyer's obligations in paragraphs 2, 5, 6, 11, 13, and 14 above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Manager, Wholesale Marketing, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights, or be deemed to be a course of performance or dealing, modifying or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.

Chevron

Chevron TEXACO CALTEX
Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **November 01, 2016**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows,

1. TERM. The term of this contract shall commence on **November 04, 2016**, and shall end on **October 31, 2017**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

~~Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.~~

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Sellers's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security

PC

deemed necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). . Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply-demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:

- "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
- "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
- "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
- Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
- "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By: 11/1/2016
Attorney in Fact
Desmond Johnson,
Manager,
Commercial Products Support

Buyer

PORT CONSOLIDATED INC

By:

Title: President

Chevron

Chevron TEXACO CALTEX

Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear ($/gal)	DIFF Dyed ($/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	250,000	275,000		2 3 4		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	1,000,000	1,100,000		1 2 3 4		
1107	ORLANDO FL TRM KINDER MORGAN	Truck	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	116,667	128,333		1 2 3 4		

Pricing Provisions :

1. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
2. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
3. *OPIS CA LCFS = OPIS Prior Day California Low Carbon Fuel Standard for Motor Gasoline (CTS/GAL).*
4. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using **prior day** pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS-based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Brian Coomes, General Manager
1500 Louisiana Street
Houston , TX 77002
UNITED STATES

Tel: (502) 420-7041

Buyer:
PORT CONSOLIDATED INC
Attn.Don Carlton
314 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

YL

Indigo energy

PETROLEUM PRODUCT SALE AGREEMENT

[Unbranded-Term-Rack]

This *Petroleum Product Sale Agreement* ("***Agreement***"), dated to be effective as of October 1, 2016 (the "***Effective Date***"), is entered into by and between PORT CONSOLIDATED, INC., a Florida Corporation ("***Buyer***"), and INDIGO ENERGY PARTNERS, LLC, a Georgia limited liability company ("***Seller***"). Each of Buyer and Seller is referred to herein individually as a "***Party***" and collectively, as the "***Parties***."

1. Term. The term of this Agreement (the "***Term***"), shall be from the Effective Date through September 30, 2017 (the "***Expiration Date***").

2. Purchase and Sale. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the product or products described on Exhibit A (collectively, the "***Products***", and each individually, a "***Product***"), in accordance with the terms and provisions of this Agreement. Seller's obligations under this Agreement are expressly conditioned upon Buyer satisfying Seller's credit and other financial requirements.

3. General Terms and Conditions. The general terms and conditions set forth on the attached Exhibit B are incorporated herein for all purposes.

4. Volume Requirements; Delivery Point. Exhibit A attached hereto and made a part hereof designates the monthly ratable volumes (the "***Monthly Volume***"), and total aggregate gallons (the "***Total Volume***") of each Product that Buyer has agreed to purchase under this Agreement, and further designates the location (each, a "***Delivery Point***") where each Product will be delivered FCA to Buyer. During each calendar month during the Term, Seller agrees to sell, and Buyer agrees to purchase, not less than **90%** and not more than **110%** of the Monthly Volume at each Delivery Point (the "***Volume Range***"), which shall be ratable on a daily and weekly basis, and Buyer will not be allowed to purchase from Seller, and Seller will not be required to sell to Buyer, more than **110%** of the ratable weekly portions of, or more than **110%** of the ratable daily portions of the Monthly Volume. The volume of Product purchased will be determined solely by the amount set forth on the net bill of lading generated at the Delivery Point. The Monthly Volume may be adjusted from time to time upon mutual agreement; provided, however, in such case a formal amendment to this Agreement is not necessary.

5. Price and Payment. Buyer agrees to pay Seller, at the prices specified therefor on Exhibit A (the " ***Price***"), for all Products purchased under this Agreement within ten (10) days after the date of the relevant bill of lading. Notwithstanding anything to the contrary contained herein, or contained in any other agreement between the Parties, Buyer shall pay to Seller on demand amounts equivalent to any and all (collectively, the "***Fees*** "): Taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement. Fees are not included in the Price and will be billed as a separate line item on each invoice.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Ratability. In addition to any other rights that Seller may have under this Agreement as a result of Buyer's failure to purchase Products within the Volume Range, if Buyer fails to purchase at least

90% of the Monthly Volume for a given Product at a given Delivery Point, at Seller's sole discretion, upon written notice to Buyer (the "*Underlift Notice*"), Seller may reduce the Monthly Volume thereafter required to be sold and delivered by Seller to Buyer to the actual amount purchased by Buyer (the "*Adjusted Monthly Volume*"), which amount will be stated in the Underlift Notice.

8. Miscellaneous.

a. *Notices.* All notices required by, permitted by or otherwise related to this Agreement shall be in writing and sent by facsimile, overnight courier, hand, registered or certified mail, return receipt requested with all postage fully paid to the relevant Party at the address set forth below the signature block below. A Party may change or provide additional notice information to the other by giving notice in accordance with this section. A notice shall be deemed to have been received by a Party: (i) if delivered by hand or sent by overnight courier, on the day of delivery if a Business Day, or if not a Business Day, on the immediately following Business Day, (ii) if sent by registered or certified mail, return receipt requested, on the date of receipt, and (iii) if transmitted by facsimile, at the time of transmission with answer back confirmation of receipt.

b. *Counterparts; Facsimile* Signatures. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically scanned transmittal (including via electronic mail in portable document format) is effective execution for all purposes under this Agreement.

[*signatures commence on following page*]

Buyer and Seller have executed this Agreement to be effective for all purposes as of the Effective Date.

BUYER:

PORT CONSOLIDATED, INC.

By:
Name: Donald Carlton
Title: President

SELLER:

INDIGO ENERGY PARTNERS, LLC

By:
Name: David Mansfield
Title: Director of Sales

Notice to Buyer:
Port Consolidated, Inc.
Attn: Don Carlton
P.O. Box 350430
Fort Lauderdale, FL 33335-0430
Fax: (954) 527-1191

Notice to Seller:
Indigo Energy Partners, LLC
Attn: ~~Blake Shirley~~ David Mansfield
P.O. Box 2535
Gainesville, GA 30005
Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

EXHIBIT A
TO
PETROLEUM PRODUCT SALE AGREEMENT

Certain Definitions:

PLATTS	=	Platt's Oilgram Price Report.
Same Day	=	Quote for the day of delivery, except for weekend or holiday days, for which the most recently published relevant quote will apply

Delivery Point	Product	Price Per Gallon	Month	Volume (in Gallons)
J015 – US10454#FPRT Evgds FL-MOT Depot	GN MV 2D (S-15 PPM)		OCT	1,050,000
			NOV	1,050,000
			DEC	1,050,000
			JAN	1,050,000
			FEB	1,050,000
			MAR	1,050,000
			APR	1,050,000
	GN NR 2D (S-15 PPM)-DYED		MAY	1,050,000
			JUN	1,050,000
			JUL	1,050,000
			AUG	1,050,000
			SEP	1,050,000
			Total	12,600,000

* Seller may increase these adders during the Term if and to the extent that Seller's actual secondary costs increase after the Effective Date, but must give Buyer at least 30 days' notice of any changes before they become effective.

[End of Exhibit A]

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, fax, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participates to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 3 different suppliers in Port Everglades for approximately 4 million gallons per month of diesel and 825K gallons per month of gasoline.
2. Port Consolidated has contracted with 2 different suppliers in the Port of Tampa and Orlando for approximately 2.25 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 7 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has 6 satellite phones to utilize during times of crisis when AT&T is not operating.
9. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

10. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
11. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 11 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.019	$ (+) 0.089
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.019	$ (+) 0.089
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$.Ø /each	$.Ø /each

* Calculate differential proposed to fourth decimal point.Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.

4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

6.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

A. **Compliance with Laws and Codes**: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between <u>no more</u> than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.149	+0.349
4	Biodiesel Fuel B5	+0.049	+0.149
5	Biodiesel Fuel B20	+0.049	+0.149
6	E85 Fuel Ethanol	.10 under 87E10	.10 under 87E10
7	Biodiesel Fuel B5	.01 under ULSD	.01 under ULSD
8	Biodiesel Fuel B10	.015 under ULSD	.015 under ULSD
9	Biodiesel Fuel B20	.02 under ULSD	.02 under ULSD
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

PORT Consolidated
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Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct $0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	**Seller: PORT CONSOLIDATED**
Attn:	Attn: JOSEPH R. SISKA
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____months, beginning on _____ and ending on _____ .

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at __% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986. 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County: (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. INSOFAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature, No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

pompano beach.
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

A1: The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

Q2: [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

A2: This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

Q3: Please provide a copy of the prior bid tabulations, invoice and bill of ladings for our records for each location with a tank capacity of 5,000 or more.

A3: The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

Q4: What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

A4: Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

Q5: What agencies may use their own trucks and what volumes would they require?

A5: Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) December 28, 2016**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 4, 2017.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Don Carlton
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Confirmed Cardlock Locations and Pricing

Dear Mr. English:

Please be advised. Port Consolidated has six locations throughout the South Florida where customers can fuel their vehicles directly from our automated fueling stations. They are as follows:

- 11550 NW 36th Ave., Miami, FL 33167 – Diesel and Gasoline -Mon. through Fri., 7 AM – 5 PM
- 3141 SE 14th, Ave., Ft. Lauderdale, FL 33316 – Diesel and Gasoline 24/7
- 2301 NW 15th Ave., Pompano, FL 33069 – Diesel and Gasoline 24/7
- 1126 Hammondville Rd., Pompano, FL 33039 – Diesel Mon. through Fri., 7 AM – 5 PM
- 1782 Skees Rd., West Palm Beach, FL 33411 – Diesel and Gasoline 24/7
- 6951 Garden Rd., Riviera Beach, FL 33404 – Diesel and Gasoline 24/7

Pricing for the above facilities will be the same as our confirmed delivered tankwagon pricing. I will send out Cardlock set-up/activation forms with additional information to the Co-op at a later date.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Canton
President
Port Consolidated

Exhibit C

Rate Schedule

Prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.007	0.089
2	Diesel Fuel	0.007	0.089

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING AVAILABLE UNDER RFP L-51-16 FROM THE CITY OF POMPANO BEACH CONTRACT WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2017-2018, FOR FUTURE REPAIRS THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT AND OTHER DEPARTMENTS' APPROVED ANNUAL BUDGETS APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo CC, Resolution, Exhibit A-City of Pompano Beach Agreement w/P. C. Contols Inc., City of Pompano 1st Renewal w/P. C. Controls, Inc. , Exhibit B- City of Dania Beach Agreement w/P. C. Controls, Inc.

City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) 923-1109 (Fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: November 14, 2017

RE: Approval of a Resolution to utilized City of Pompano Contract for PC Controls and Permission to Exceed City's 25k Threshold for Fiscal Year 2017-2018.

Introduction and Background

PC Controls, Inc. has been providing technical services, including supply of parts for the existing Water Treatment Plant for the past decade. They have also provided technical services, including supply of parts for the existing sanitary lift stations for the past (3) years. Public Services' is pleased with their services and response time.

Public Services are requesting approval of a resolution for the purchase of parts and technical services from P.C. Controls, Inc. to exceed the City's $25,000.00 threshold under contract for repair and calibration of flow meters and related devices issued and approved by the City of Pompano Beach pursuant to Agreement RFP L-51-16 on September 14 , 2017 through September 13, 2018 . The funding for this purchase shall be provided from the respective Departments' approved annual budget appropriations.

Recommendation

Staff recommends that the City Commission approves the resolution for P.C. Controls, Inc., under the terms and conditions therein and authorize the City Manager to execute the same.

RESOLUTION NO. 2017-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC. FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING AVAILABLE UNDER RFP L-51-16 FROM THE CITY OF POMPANO BEACH CONTRACT WITH P.C. CONTROLS, INC. FOR FISCAL YEAR 2017-2018, FOR FUTURE REPAIRS THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00) WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT AND OTHER DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Pompano Beach and one of its vendors have given permission to the City of Dania Beach to utilize available pricing from a contract Request for Proposal (RFP) award with P.C. Controls, Inc. Agreement RFP L-51-16 via Pompano Beach Resolution No. 2016-290, which was renewed on September 14, 2017 through September 13, 2018 a copy of which is attached as Exhibit "A" and it is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the Public Services Director has determined that it is necessary to purchase certain water treatment plant parts and technical services for the smooth operation of the water plant; and

WHEREAS, the future repairs and maintenance may exceed the annual Twenty Five Thousand Dollars ($25,000.00) City purchase threshold for a single vendor and, therefore, City Commission approval is required;

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

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

Section 2. That the proper City officials are authorized to execute an agreement with PC Controls, Inc. to purchase certain parts and technical services in an amount exceeding the annual amount of the Twenty Five Thousand Dollars ($25,000.00) purchase threshold for a single vendor for fiscal year 2017-2018 which Agreement is attached as Exhibit "B", and made a part of and incorporated into this Resolution by this reference.

Section 3. That all Department purchases from PC Controls, Inc. shall be subject to and made within the respective Departments' approved annual budget appropriations

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

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

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16

REPAIRS AND CALIBRATION OF FLOW METERS AND RELATED DEVICES

RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

June 9, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
L-51-16
Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00 p.m. (local), July 7, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.

B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
   - Name and location of the meter
   - Date of calibration
   - Type of meter
   - Manufacturer and serial number
   - Calibration range
   - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
   - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
   - List of the calibration equipment used.

C. Proposer will complete additional calibration services as requested by Utilities staff.

D. Response time for service request events must not exceed 24 hours from the time of notification.

E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.

F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.

G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.

I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.

J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. Term of Contract

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

5. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Transmittal:
Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the

person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:
Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	$	$
Cost per hour for work completed during all other times other than above	100	$	$
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example $4,000 x 1.1 -$4,400.00)	1._____		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:
Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:
Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:
The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

	Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY: ***MINIMUM $200,000 per OCCURRENCE/$300,000 AGGREGATE***				
	* Policy to be written on a claims incurred basis			
XX	comprehensive form	bodily injury and property damage		
XX	premises - operations	bodily injury and property damage		
__	explosion & collapse hazard			
__	underground hazard			
XX	products/completed operations hazard	bodily injury and property damage combined		
XX	contractual insurance	bodily injury and property damage combined		
XX	broad form property damage	bodily injury and property damage combined		
XX	independent contractors	personal injury		
XX	personal injury			
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate		
AUTOMOBILE LIABILITY:		Minimum $200,000 Per Occurrence and $300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX	comprehensive form			
__	owned			
__	hired			
__	non-owned			
REAL & PERSONAL PROPERTY				
__	comprehensive form	Agent must show proof they have this coverage.		
EXCESS LIABILITY			Per Occurrence	Aggregate
__	other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis		$1,000,000	$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	Criteria	Point Range
1.	**Experience and Expertise** Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	**References** History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	**Resources and Methodology** Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	**Cost** Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.
The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

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

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

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

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

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

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

pompano beach.
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

August 8, 2017

Normay Paul Conaway, President
P.C. Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Via Facsimile: (954) 563-0919 and Email: pccontrolsinc@bellsouth.net

Dear Mr. Conaway,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-51-16 "Repairs and Calibration of Flow Meters and Related Devices." This renewal will be for one year from September 14, 2017 to September 13, 2018.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at purchasing@copbfl.com by August 21. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

✓ I hereby agree to a one-year extension of the subject contract.

___ I am unable to provide a one-year extension of the subject contract.

Signature

8/8/17
Date

Jerry E. Scaggs
Name (print)

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND P.C. CONTROLS, INC., A FLORIDA CORPORATION, FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE CITY OF DANIA BEACH, FLORIDA WATER TREATMENT PLANT AND SEWER FACILITIES UNDER THE CITY OF POMPANO BEACH, FLORIDA AGREEMENT (RFP NO. L-51-16)

This is an Agreement (the "Agreement") between the City of Dania Beach, Florida, a Florida municipal corporation ("City") and P.C. Controls, Inc., a Florida corporation ("Contractor"), with a mailing address of 132 Northeast 30th Street, Wilton Manors, Florida 33334.

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

1. The agreement existing between the Contractor and the City of Pompano Beach and any amendment(s) to it, under an award by the City of Pompano Beach of a project (the agreement, related RFP No. L-51-16 and the contract renewal letter dated August 8, 2017, copies of which are attached as composite Exhibit "A", and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Pompano Beach, or any city in the area for these same services, then Contractor shall provide such lower service rates to the City.

2. The goods and services to be provided to the City consist of repair and calibration of flow meters and related devices for the City of Dania Beach water treatment plant and sewer facilities.

3. The term of this Agreement shall be through and including September 13, 2018.

4. That in all other respects, the terms of the Pompano Beach agreement apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2017.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

_____
LOUISE STILSON, CMC
CITY CLERK

_____
TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

_____
ROBERT BALDWIN
CITY MANAGER

_____
THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

CONTRACTOR:

P.C. CONTROLS, INC., a Florida corporation

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Signature

_____
PRINT Name

_____
Title

Dated: _____, 2017

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2017, by _____, as _____ of P.C. Controls, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or has produced _____ _____as identification.

_____
Notary Public, State of Florida

_____
Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2017-2018 ENDING SEPTEMBER 30, 2018, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, Resolution

City of Dania Beach

Department of Public Services

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

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: November 14, 2017

RE: Approval of Resolution to Procure Professional Engineering Services from Chen Moore and Associates (CMA)

Introduction and Background

Public Services Department has been engaging the professional services of CMA for various roadways, drainage, and other public works related project. CMA was recently prequalified as one of fifteen firms awarded as an approved engineering consultant by the City Commission on October 25, 2016 under RFQ 16-004 under Resolution No. 2016-142.

Public Services Department is requesting Commission approval to exceed the City's $25,000.00 annual per vendor threshold due to various project including, but not limited to, MS4 compliance, construction management of the SW 26th Terrace Drainage Project, and a drainage masterplan project for west of the City. Each or combination of these projects will exceed the $25,000 threshold.

Funding will be made available within the Department's annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Recommendation:

Public Services' recommends approval of the Resolution to exceed the City's $25,000.00 threshold to CMA from available appropriations.

RESOLUTION NO. 2017-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2017-2018 ENDING SEPTEMBER 30, 2018, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS ($25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department will purchase engineering services from Chen Moore and Associates ("CMA") during the fiscal year, which services for various engineering services may exceed the annual Twenty Five Thousand Dollars ($25,000.00) City threshold for a single vendor and, therefore, City Commission approval is required; and

WHEREAS, CMA was chosen as one of fifteen firms designated as an approved engineering consultant by the City Commission on October 25, 2016 and formally approved pursuant to RFQ 16-004 under Resolution No. 2016-142; and

WHEREAS, the Public Services Department is seeking approval to exceed Twenty Five Thousand Dollars ($25,000.00) for any necessary future services for Fiscal Year 2017-2018 provided funding is available and appropriated in the current budget year and made in accordance with the City of Dania Beach Purchasing Policy for each fiscal year;

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

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

Section 2. That the City Commission authorizes professional services by Chen Moore and Associates exceeding the annual amount of Twenty Five Thousand Dollars ($25,000.00) purchase threshold for a single vendor for the 2017-2018 fiscal year.

Section 3. That all Department purchases shall be subject to and made within the respective Departments' approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

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

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

PASSED and ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT FOR CONTINUATION OF THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE PROCURED BY THE GEHRING GROUP AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH AETNA, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2018 THROUGH DECEMBER 31, 2018 FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR MEDICARE ELIGIBLE DEPENDENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Aetna Renewal Memo, Aetna Renewal Resolution, Gehring Group Recommendation

DATE: November 2, 2017

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

FROM: Robert Baldwin, City Manager

BY: Kristin Milligan, Acting HR/Risk Manager

THROUGH: Colin Donnelly, Assistant City Manager

SUBJECT: 2018 Medicare Supplemental Insurance Coverage Recommendation

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The City of Dania Beach has received a renewal offer for Medicare Supplemental Insurance coverage for Medicare eligible retirees and their Medicare eligible dependents through Aetna for the 2018 calendar year and has completed review and consultation with the City's insurance broker, the Gehring Group.

Background

The City currently has two health insurance plans; United Healthcare (UHC) through Florida League of Cities (FLC) for current employees and their dependents as well as non-Medicare eligible retirees and their dependents, and Aetna Medicare Supplemental Insurance for our 46 Medicare eligible retirees and their Medicare eligible dependents. The UHC plan through FLC renews fiscal year while the Aetna plan renews calendar year as it runs concurrently with Medicare. The City selected Aetna as our Medicare Supplement provider after competitive bidding in October of 2015 when FLC discontinued supplemental coverage.

Executive Summary

City Administration consulted with the Gehring Group to review Aetna's renewal offer. This year, two options were presented:

1. Renewal of the current Medicare Supplement Plan
2. Change to a Medicare Advantage Plan

City Administration and the Gehring Group recommend utilizing the first option to renew the current Medicare Supplement Plan. Renewal of the current plan represents a cost increase of approximately $31,680, or 10%. Despite this increase, premiums still remain lower than they were in the 2015/2016 plan year due to an 18% decrease in premiums last year. Renewal of the current plan assures uninterrupted coverage, ease of enrollment for retirees, and plan stability.

Feedback received by HR from retirees indicates that having consistent coverage and the ability to continue receiving services from their providers is a priority.

The alternative option, changing to a Medicare Advantage Plan, could result in possible savings of 8.4%. The savings cannot be guaranteed as premiums for this plan are dependent upon location and will change as retirees relocate or switch from the UHC plan to the Medicare plan. However, selecting this option would involve enrolling retirees in a new plan, retirees learning a new network which their doctors may not be a part of, likely disruptions in service, and varying costs by location of residence leading to increased complexity of administration. Additionally, some retiree premiums may increase more under this plan than under renewal of our current plan.

Option Details

Both options are impacted by the Center for Medicare and Medicaid Services (CMS) discontinuing our current co-payment structure via mandate and replacing it with an actuarially equivalent pharmacy copay structure. As such, the copayment for tier one drugs will decrease by $5.00, and the copayment for tier two and three drugs will increase by $10.00 and $20.00 respectively. Additionally, the Patient Protection and Affordable Care Act (PPACA) Insurer Fee has gone into effect this year and is charged per enrollee. These changes will occur regardless of the option chosen.

Option one, renewal of the current Medicare Supplement Plan, will result in an approximate 10% increase in premiums, or $31,680 with the City's share being $21,120 and the retiree share being $10,560. A portion of this increase is due to the aforementioned PPACA Insurer Fee. This fee adds $8.19 to the medical supplement portion and $5.96 to the prescription portion of the plan for a total of $14.15 per enrollee. The fee represents approximately 3.5%, or $10,000, of the renewal.

While premiums vary due to the prescription premium being based on location, retirees can expect to pay about $14.00 more per month. This increase would not be felt by police and fire retirees, approximately half of our retiree population enrolled in the Medicare plan, as their premiums are paid by Chapter 175 and 185 money. It is important to note that last year saw an 18% decrease in premiums. As such, retirees residing in Florida, which account for 84% of our enrolled retirees and dependents, will still be paying over $100.00 less a month then they were in 2015/2016. Additionally, retirees would not experience any interruption in service as the plan would remain the same.

The second option presented was to move retirees onto a Medicare Advantage Plan. Under this plan, premiums for both medical and prescription would vary by state and county. Currently, all retirees pay the same medical premium. The Medicare Advantage Plan could provide an approximate 8.4% decrease in premiums, or $22,771, with the retirees saving $7,590 and the City saving $15,181, though this savings is representative of our current enrollment and their current location. The total premium would vary as retirees move and turn 65 becoming eligible

for the plan. Based on current enrollment, most retirees would save approximately $10.00 a month and others could see increases of up to $20.00 per month based on location.

However, the possible savings comes at a cost. The Medicare Advantage Plan is a PPO plan, meaning there are in-network and out-of-network providers. Currently, a retiree can visit any doctor that accepts Medicare and know that their plan will be accepted. Under the Medicare Advantage Plan, retirees would need to find out if their doctor is in-network or out-of-network. While the out-of-network providers would still be required to accept the Medicare payment, it does leave the potential for billing issues. Additionally, this plan would make premiums for both the medical and prescription portion of the plan dependent upon the state and county in which the retiree resides. Currently, the retirees pay one rate for medical regardless of location and pay varying rates on the prescription coverage. This change means that if a retiree relocates, their premium could go up or down even more and money may be owed by the retiree for unpaid premiums or a refund owed by the City for overpayment. Additionally, all retirees would need to reenroll in the new plan, check with their providers to determine if they are in-network, wait to receive new ID cards, and update their insurance information with their medical providers prior to receiving services. This can easily result in disruption of service. Changes in plans for our Medicare eligible retirees can often be angst inducing as these retirees tend to utilize the plan more frequently and stability in their providers is often critical for their health and peace of mind.

Recommendation

In order to provide consistency to retirees, avoid interruption in services, and avoid the administrative difficulty of communicating and tracking varying medical and prescription premiums for 46 retirees, the Gehring Group recommends, and Administration concurs, that the City renew Medicare Supplemental Insurance coverage through Aetna based on the continuation of benefit level and simplified rate and billing structure.

Funding for the proposed insurance plan is appropriated in the 2017/2018 budget and shall be charged to the City Health Insurance Fund, Professional Services Account, Acct. No. 501-1800-519-45-41 (retirees).

RESOLUTION NO. 2017-144

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT FOR CONTINUATION OF THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE PROCURED BY THE GEHRING GROUP AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH AETNA, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2018 THROUGH DECEMBER 31, 2018 FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR MEDICARE ELIGIBLE DEPENDENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach obtained the services of the Gehring Group as a Broker of Record to secure coverage for the City's Medicare Supplemental Insurance plan for Medicare eligible retired employees and their Medicare eligible dependents for the 2018 plan year; and

WHEREAS, the Gehring Group secured Medicare Supplemental Insurance coverage for the City through Aetna for the plan year 2017 and Aetna has offered a renewal of such coverage for the Medicare plan year of January 1, 2018 to December 31, 2018; and

WHEREAS, the renewal of coverage from Aetna offers a composite rate for Medicare Supplemental Insurance coverage for all Medicare eligible retirees, regardless of residence, and varying prescription rates dependent upon state of residence; and

WHEREAS, based on current Medicare eligible retiree census data, the City's Medicare Supplemental Medical Insurance plan premium cost will be increased by Eight Percent (8%) and the Medicare Supplemental Prescription Insurance plan premium will increase by Fourteen Percent (14%), resulting in an estimated annual increase of Ten Percent (10%) in premiums, or an estimated Twenty-One Thousand One Hundred Twenty Dollars ($21,120.00) to the City and an estimated Ten Thousand Five Hundred Sixty Dollars ($10,560.00) to Medicare eligible retirees with approximately Three and One-Half Percent (3.5%), or Ten Thousand Dollars ($10,000.00), of the increase being comprised of the newly implemented Patient Protection and Affordable Care Act (PPACA) Insurance Fee; and

WHEREAS, the City Administration recommends that the City Commission approve the renewal of the current Medicare Supplemental Insurance plan;

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 as being true and correct, 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 appropriate documents to accept the proposal of Aetna on behalf of the City of Dania Beach to provide Medicare Supplemental Medical Insurance coverage to Medicare eligible retirees at the following not to exceed monthly rates:

Location	Current	2018 Renewal
Florida and Out-of-State Resident	$247.73	$260.12

Section 3. That the proper City officials are authorized to execute appropriate documents to accept the proposal of Aetna on behalf of the City of Dania Beach to provide Medicare Supplemental Prescription Insurance coverage to Medicare eligible retirees at the following not to exceed monthly rates:

Location	Current	2018 Renewal
Florida Resident	$152.66	$174.59
Out-of-State (varies)	$147.71-$160.58	$168.84-$189.79

Section 4. That funding for the cost of the City's health claims program administration for Medicare Supplemental Insurance coverage is planned and shall be charged to the City Health Insurance Fund, Professional Services Account, Account No. 501-1800-519-45-41 (retirees).

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

Section 6. That this Resolution shall be in force and take effect on January 1, 2018.

PASSED AND ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Employee Benefits Insurance Evaluation

RENEWAL RECOMMENDATION FOR:

GROUP MEDICARE SUPPLEMENT INSURANCE

PLAN YEAR EFFECTIVE: January 1, 2018

November 14, 2017
Presented By:

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

11505 Fairchild Gardens Ave., Ste. 202
Palm Beach Gardens, FL 33410
Tel: (800) 244-3696 Fax: (561) 626-6970
www.gehringgroup.com

Medicare Supplement Renewal Evaluation & Recommendation
Plan Year Effective: January 1, 2018

The City of Dania Beach currently offers group Medicare Supplement Insurance through AETNA to its retired employees and their dependents, age 65 and over. Effective October 1, 2015, Florida League of Cities no longer offered its Employer Medicare Supplement Insurance plan for the City's retired members that are Medicare eligible and are over age 65. Therefore, the City conducted a competitive bid process for this coverage and selected AETNA as its provider effective October 1, 2015. Due to this product being a "true" group Medicare Supplement plan all subsequent renewals must be in January to coordinate with Medicare's regular open enrollment period.

Only Medicare eligible individuals are allowed to enroll in Medicare Plans. If a spouse and/or dependent is under age 65, he/she will continue to be covered through his/her employers coverage or the City's group health plan with the Florida League of Cities.

The current total annual cost of the Medicare supplement insurance program for the 2016/2017 plan year is approximately $298,214 based on current enrollment of 62 retired employees. The total projected annual cost of the Medicare supplement insurance program for the 2017/2018 plan year is approximately $329,894. This represents an overall increase of $31,680 or a an increase of 10.6% keeping in mind that the premium is still lower than when this product was implemented in 2015. There will be no changes in the medical benefits; however, there will be changes to the pharmacy copayments as mandated by the Centers for Medicare and Medicaid. The changes are considered actuarially equivalent to the existing copayment structure due to the reduction in the generic medication copayment.

Medication Type	Current Copayment	Renewal Copayment
Tier 1 (Generic)	$10	$5
Tier 2	$20	$30
Tier 3	$40	$60
Mail Order (90 days)	2x retail copayment	2x retail copayment

There was an alternative plan offered which yielded some savings for the City; however, it would require all the retirees to re-enroll, learn a new product, and add additional variables to the City depending on where the retiree resides which could potentially increase costs should a retiree move to a different county and/or state.

Gehring Group is recommending that the City renew its Employer Medicare Supplemental Traditional Choice Insurance Plan with AETNA effective January 1, 2018.

EXHIBITS

- Medicare Supplement Renewal Evaluation

City of Dania Beach
Medical Indemnity for Retired Employees 65 and Over
Effective Date: January 1, 2018

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

		Current	Negotiated Renewal	Alternative
		Aetna Traditional Choice Plan COB (All Retirees)	Aetna Traditional Choice Plan COB (All Retirees)	Aetna Medicare Advantage PPO C04 Rx 1211
Calendar Year Deductible		**In-Network**	**In-Network**	**In-Network**
Single		N/A	N/A	N/A
Family		N/A	N/A	N/A
Out of Pocket Maximum				
Single		N/A	N/A	N/A
Family		N/A	N/A	N/A
Coinsurance		0%	0%	0%
Office Visits				
Physician Office Visit		$0 Copayment	$0 Copayment	$0 Copayment
Specialist Visit		$0 Copayment	$0 Copayment	$0 Copayment
Hospital				
Inpatient		$0 Copayment	$0 Copayment	$0 Copayment
Outpatient		$0 Copayment	$0 Copayment	$0 Copayment
Emergency Room Visit		$0 Copayment	$0 Copayment	$0 Copayment
Physician Services in Hospital		$0 Copayment	$0 Copayment	$0 Copayment
Skilled Nursing Facility		$0 Copayment (Days 1-100)	$0 Copayment (Days 1-100)	$0 Copayment (Days 1-100)
Prescription Drugs - Initial Coverage Limit & Coverage Gap			**Mandated Change by CMS Actuarially Equivalent to Current**	**Mandated Change by CMS Actuarially Equivalent to Current**
Tier 1		$10	**$5**	**$5**
Tier 2		$20	**$30**	**$30**
Tier 3		$40	**$60**	**$60**
Tier 4		N/A	N/A	N/A
Mail Order		2 x Retail Copay	2 x Retail Copay	2 x Retail Copay
Medicare Supplment Coverage		**All Retiree Rates 100% Composite**	**All Retiree Rates 100% Composite**	**Rates are Not Composite Based upon Residency***
Monthly Premium Per Enrollee	62	$247.73	$260.12	$165.28
Health Insurance Insurer Fee (PPACA)	62	N/A	$8.19	$33.99
Monthly Premium		**$15,359**	**$16,635**	**$12,355**
Annual Premium		**$184,311**	**$199,623**	**$148,257**
$ Increase		**N/A**	**$15,312**	**-$36,054**
% Increase		**N/A**	**8.3%**	**-19.6%**
Standalone Prescription Drug Plan		***PDP Illustrated Composite Rate $153.19**	***PDP Illustrated Composite Rate $169.15 + $5.96 Insurer Fee**	***PDP Illustrated Composite Rate $161.99 + $6.00 Insurer Fee**
Alabama	1	$155.00	$177.31	$166.15
Arkansas	1	$154.46	$176.68	$162.63
Florida	52	$152.66	$174.59	$168.35
Georgia	3	$160.58	$183.79	$171.80
Kentucky	1	$156.14	$178.63	$161.66
Massachusetts	2	$147.71	$168.84	$162.91
North Carolina	2	$155.41	$177.79	$165.23
Monthly Premium		**$9,492**	**$10,856**	**$10,416**
Annual Premium		**$113,903**	**$130,271**	**$124,996**
$ Increase		**N/A**	**$16,368**	**$11,093**
% Increase		**N/A**	**14.4%**	**9.7%**
Combined Medicare Supplement and Standalone PDP Coverage		***Combined Illustrated Composite Rate $400.92**	***Combined Illustrated Composite Rate $443.92**	***Combined Illustrated Composite Rate $367.26**
Combined Monthly Premium		**$24,851**	**$27,491**	**$22,771**
Combined Annual Premium		**$298,214**	**$329,894**	**$273,253**
Combined $ Increase		**N/A**	**$31,680**	**-$24,961**
Combined % Increase		**N/A**	**10.6%**	**-8.4%**

*Illustrated Composite Rates are subject to fluctuate based on member enrollment and what state/county the retiree resides.

City of Dania Beach
Medical Indemnity for Retired Employees 65 and Over
Effective Date: January 1, 2018

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Medical & Pharmacy Rate Supplement Breakout Based upon Current City Enrollment				Current Aetna Traditional Choice Plan COB (All Retirees)	Negotiated Renewal Aetna Traditional Choice Plan COB (All Retirees)	Alternative Aetna Medicare Advantage PPO C04 Rx 1211
State	Code	Counties	#	In-Network	In-Network	In-Network
Alabama	0253	Baldwin, Blount, Choctaw, Coffee, Colbert, Conecuh, Elmore, Franklin, Henry, Lauderdale, Lee, Madison, Mobile, Perry, Randolph, Sumter	1	$402.73	$445.62	$291.22
Arkansas	0360	Calhoun, Chicot, Clark, Clebure, Columbia, Grant, Greene, Hempstead, Izard, Lawrence, Pike, Sevier, Sharp, Yell	1	$402.19	$444.99	$419.47
Florida	1053	Baker, Flagler, Marion	2	$400.39	$442.90	$325.54
Florida	1054	Brevard, Indian River	1	$400.39	$442.90	$286.55
Florida	1056	Osceola, Volusia	1	$400.39	$442.90	$287.67
Florida	1058	Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota	4	$400.39	$442.90	$360.57
Florida	1060	Broward, Palm Beach	42	$400.39	$442.90	$370.13
Florida	1068	Glades, Hendry, Highlands, Monroe	2	$400.39	$442.90	$460.95
Georgia	1165	Meriwether, Richmond, Taliaferro	1	$408.31	$452.10	$257.94
Georgia	1167	Fannin, Franklin, Stephens	2	$408.31	$452.10	$361.94
Kentucky	1852	Boone, Campbell, Grant, Kenton, Pendleton	1	$403.87	$446.94	$410.82
Massachusetts	2052	Bristol, Essex, Middlesex, Norfolk, Plymouth, Worcester	2	$395.44	$437.15	$438.87
North Carolina	2868	Ashe, Catawba, Chowan, Clay, Currituck, Forsyth, Graham, Henderson, Macon, Madison, Mitchell, Randolph, Rockingham, Stokes, Warren, Yancey	2	$403.14	$446.10	$327.62
				*Combined Illustrated Composite Rate $400.92	*Combined Illustrated Composite Rate $443.92	*Combined Illustrated Composite Rate $367.26
Combined Monthly Premium				**$24,851**	**$27,491**	**$22,771**
Combined Annual Premium				**$298,214**	**$329,894**	**$273,255**
Combined $ Increase				**N/A**	**$31,680**	**-$24,959**
Combined % Increase				**N/A**	**10.6%**	**-8.4%**

*Illustrated Composite Rates are subject to fluctuate based on member enrollment and what state/county the retiree resides.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
Approve ordinance repealing article II entitled, “Requirements for City Employment”, Division 1. “Generally”, Section 2-27, “Disqualifications for employment”, of the Code of Ordinances of the Cty of Dania Beach, Florida on first reading.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - City Attorney, Memo - Labor Counsel, Ordinance

MEMORANDUM

Date: November 14, 2017

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

CC: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager
Kristin Milligan, Acting HR/Risk Manager

From: Thomas J. Ansbro, City Attorney

Subject: Repeal of City Ordinance Section 2-27, entitled "Disqualification for Employment"

A question was raised recently by the Mayor as to the validity of City Code of Ordinances Section 2-27, which reads as follows:

Section 2-27. – Disqualifications for employment.

> No person shall be employed by the city who has been convicted within the last past five (5) years of any offense against the beverage laws of the State of Florida, the United States or any other state or who has been convicted within the last past five (5) years in the State of Florida or any other state in the United States or the United States of any offense involving prostitution, gambling, keeping a disorderly place or illegally dealing in narcotics; or who has been convicted in the last past fifteen (15) years of any felony in the State of Florida; or who has been convicted in any other state or the United States of any offense designated as a felony by such state or the United States. The term "conviction" shall include an adjudication of guilt on a plea of guilty or nolo contendere or the forfeiture of a bond when charged with a crime.

The Ordinance was adopted in 1971 and over time, has become obsolete due to changes in federal and state employment laws. A copy of a memorandum from labor counsel is attached, which provides a summary of the applicable law and a recommendation that the ordinance be repealed.

The City Human Resources Division and the Assistant City Manager have coordinated to ensure that a City administrative policy is in place, stating that the City performs and evaluates pre-employment background checks consistent with federal (EEOC) guidelines.

This is ready for City Commission action (adoption of an ordinance repealing the outdated Code Section).

TJA/la

WEISS SEROTA HELFMAN COLE & BIERMAN

AT THE CROSSROADS OF BUSINESS, GOVERNMENT & THE LAW

MEMORANDUM

TO: Dania Beach City Commission

FROM: Brett J. Schneider, Esq.

DATE: November 9, 2017

RE: Use of Criminal Background Checks in Hiring

Summary & Recommendation

Section 2-27 of the City Code currently imposes a blanket prohibition on hiring individuals with certain types of misdemeanor convictions or any felony convictions.

In April 2012, the U.S. Equal Employment Opportunity Commission ("EEOC") issued Enforcement Guidance, in which it noted that consideration of applicants' criminal history information may violate Title VII of the Civil Rights Act of 1964 because exclusions from employment based on criminal history may have a disparate impact on applicants based on race and national origin.

The EEOC's Enforcement Guidance identifies three factors relevant to assessing whether an exclusion based on conviction records is job related for the position in question and consistent with business necessity:

(1) the nature and gravity of the offense or conduct;

(2) the time that has passed since the offense or conduct and/or completion of the sentence;

(3) the nature of the job held or sought.

The EEOC opined that an employer may disqualify an applicant from employment if the employer shows adequate, individualized consideration of these three factors. The individualized assessment should consist of notice to the individual that he or she has been screened out because of a criminal conviction; an opportunity for the individual to demonstrate that the exclusion should not be applied due to his or her particular circumstances; and consideration by the employer as to whether the additional information provided by the individual warrants an exception to the exclusion and shows that the policy as applied is not job related and consistent with business necessity.

Because Section 2-27 of the City Code provides blanket rules for disqualification for employment based on an applicant's conviction history, that provision should be repealed altogether. Staff should then review applicants' criminal histories on a case by case basis to determine whether such history would be grounds not to hire an applicant.

ORDINANCE NO. 2017-039

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA REPEALING ARTICLE II ENTITLED, "REQUIREMENTS FOR CITY EMPLOYMENT", DIVISION 1. "GENERALLY", SECTION 2-27, "DISQUALIFICATIONS FOR EMPLOYMENT", OF THE CODE OF ORDINANCES OF THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Section 2 of the City Code of Ordinances, which section is entitled "Disqualifications for employment", is repealed in its entirety.

Section 2. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are repealed.

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 this Ordinance shall take effect immediately upon its passage and adoption.

PASSED on first reading on November 14, 2017.

PASSED AND ADOPTED on second reading on _____, 2017.

ATTEST:

_____
LOUISE STILSON, CMC
CITY CLERK

_____
TAMARA JAMES
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)
TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AWARDING A CONTRACT TO CUSTOM CONTROLS TECHNOLOGY, INC. FOR A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (RFP NO. 17-002) FOR CITY PUMP STATIONS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND EIGHTY EIGHT CENTS ($257,714.88); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, Resolution, Final Scoring Sheet- RFP#17-002 Citywide Pump Stations SCADA System

City of Dania Beach
Department of Public Services
100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayors and Commissioners

THRU: Robert Baldwin, City Manager

FROM: Brad Kaine, Director of Public Services
Ronnie Navarro, PE, Deputy Director/City Engineer

DATE: November 14, 2017

SUBJECT: Authorization to Award RFP 17-002 for the SCADA System
Custom Controls Technology

Introduction and Background

On February 14, 2017, Public Services Department requested approval to advertise the design and purchase of a Supervisory Control and Data Acquisition (SCADA) System for the City's Sewer and Stormwater Pump Stations. This system is a telemetry and monitoring system that is antenna-based and will improve the maintainence of the utility infrastructure through the use of remote viewing by staff.

Seven companies turned in their proposal. The Bid Committee met on August 24, 2017 for the initial screening and ranked. The top three companies were selected for the interview and presentation, as follows:

1. Custom Controls Technology
2. Curry-Westin LLC
3. Star Controls Inc.

On October 17, 2017, the final screening was held. Star Controls and Custom Controls Technology presented. However, Curry-Westin did not show up to the presentation. Immediately following the interview and presentations, the Bid Committee met to compile final scores. Custom Controls Technology was ranked highest and was recommended as the most responsive and responsible proposer.

Staff recommends awarding the RFP to Custom Controls Technology in the amount not to exceed (NTE) $257,714.88.

Funding is requested to be made available and appropriated from the Sewer Fund Reserve Account 402-276-00-00 and transferred to the Sewer Fund SCADA systems Project Account 402-35-27-535-63-10 Infrastructure Account.

Recommendation

Public Services recommends the City Commission to authorize award of contract to Custom Controls Technology, provide funding and direct the City Manager to execute the same.

RESOLUTION NO. 2017-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA AWARDING A CONTRACT TO CUSTOM CONTROLS TECHNOLOGY, INC. FOR A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM (RFP NO. 17-002) FOR CITY PUMP STATIONS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND EIGHTY EIGHT CENTS ($257,714.88); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Director of Public Services and the City Engineer/Deputy Director determined it was necessary to issue a Request for Proposal (RFP) to solicit competitive design-build proposals from qualified firms for the capital purchase of a Supervisory Control and Data Acquisition ("SCADA") System; and

WHEREAS, the City Commission granted permission to proceed to seek proposals on February 14, 2017 per Resolution 2017-009; and

WHEREAS, advertisement for bids were placed in local newspapers on June 3, 2017 for the design and construction of a SCADA System; and

WHEREAS; a mandatory pre-bid meeting was held on June 15, 2017 at 10:00 a.m.; and

WHEREAS, bids were opened on July 28, 2017 at 10:00 a.m. and seven (7) companies submitted proposals; and

WHEREAS, the Bid Committee met on August 24, 2017 at 10:00 a.m., for the initial screening and ranked the top three companies selected for interviews and presentations; and

WHEREAS, on October 17, 2017, all three companies were scheduled for interview and presentation, however only two of the three companies appeared before the committee making the third proposer ineligible; and

WHEREAS, on October 17, 2017, immediately after the interview and presentation, the Bid Committee met to conduct final scoring; and

WHEREAS, the bid committee recommends award of RFP 17-002 to Custom Controls Technology, Inc. as the most responsive and responsible respondent in an amount not to exceed Two Hundred Fifty Seven Thousand Seven Hundred Fourteen Dollars and Eighty Eight Cents ($257,714.88); and

WHEREAS, funding was previously planned and appropriated in the FY 2016-2017 Sewer Fund budget; however, as the RFP was not completed as planned during the last fiscal year funding is automatically returned to the Sewer Reserve Account, requiring re-appropriation in Fiscal Year 2017-2018;

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City of Dania Beach awards RFP 17-002 SCADA System to Custom Controls Technology in an amount not to exceed Two Hundred Fifty Seven Thousand Seven Hundred Fourteen Dollars and Eighty Eight Cents ($257,714.88).

Section 3. That the proper City officials are authorized to execute an agreement with Custom Controls Technology, Inc. for a SCADA System for City sewer pump stations and the City Manager and the City Attorney are authorized to make minor revisions to such documents as are deemed necessary and proper for the best interest of the City.

Section 4. That the City Commission authorizes funding be made available and appropriated from the Sewer Fund Reserve Account 402-276-00-00 to the Sewer Fund SCADA Systems Project Account 402-35-27-535-63-10 Infrastructure Improvement.

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

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

PASSED AND ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH, FLORIDA
DEPARTMENT OF PUBLIC SERVICES
1201 Stirling Road, Dania Beach, FL 33004

REQUEST FOR PROPOSALS (RFP)
CITYWIDE PUMP STATIONS SCADA SYSTEM
(RFP NO. 17-002 - FINAL SELECTION)

SELECTION COMMITTEE:
Brad Kaine
Ronnie S. Navarro, P.E.
Jose Urtecho
Tania Stevens (Financial Evaluation Only)

PROPOSER	1 15% *Vendor's Experience and Qualifications*	2 35% *Price Proposal*	3 35% *Technical Approach (Proposed Solution)*	4 15% *Interview/Demonstation*	*TOTAL*	*RANKING*
Custom Controls Technology	12	32	32	13	89	1
Data Flow Systems	10	25	29		64	5
Emerson Process Management Power	13	18	31		62	6
Santis Engineering, Inc	12	29	25		66	4
Star Controls, Inc.	11	30	28	14	83	2
Statewide Electrical Services	12	17	25		54	7
Curry-Westin, LLP	13	31	33	0	77	3

REVIEWER

10/17/17
REVIEWER'S SIGNATURE AND DATE

CITY OF DANIA BEACH, FLORIDA
DEPARTMENT OF PUBLIC SERVICES
1201 Stirling Road, Dania Beach, FL 33004

REQUEST FOR PROPOSALS (RFP)
(RFP NO. 17-002 - FINAL SELECTION)

SELECTION COMMITTEE:
Brad Kaine
Ronnie S. Navarro, P.E.
Jose Urtecho
Tania Stevens (Financial Evaluation Only)

PROPOSER	1 15% *Vendor's Experience and Qualifications*	2 35% *Price Proposal*	3 35% *Technical Approach (Proposed Solution)*	4 15% *Interview/Demonstation*	*TOTAL*	*RANKING*
Custom Controls Technology	12	33	33	12	90	1
Data Flow Systems	12	22	33		67	4
Emerson Process Management Power	14	18	34		66	5
Santis Engineering, Inc	10	28	25	0	63	6
Star Controls, Inc.	11	21	39	14	85	2
Statewide Electrical Services	8	15	25		48	7
Curry-Westin, LLP	13	28	33	0	74	3

REVIEWER

10/17/17
REVIEWER'S SIGNATURE AND DATE

CITY OF DANIA BEACH, FLORIDA
DEPARTMENT OF PUBLIC SERVICES
1201 Stirling Road, Dania Beach, FL 33004

REQUEST FOR PROPOSALS (RFP)
(RFP NO. 17-002 - FINAL SELECTION)

SELECTION COMMITTEE:
Brad Kaine
Ronnie S. Navarro, P.E.
Jose Urtecho
Tania Stevens (Financial Evaluation Only)

PROPOSER	1 15% *Vendor's Experience and Qualifications*	2 35% *Price Proposal*	3 35% *Technical Approach (Proposed Solution)*	4 15% *Interview/Demonstation*	*TOTAL*	*RANKING*
Custom Controls Technology	14	34	32	14	94	1
Data Flow Systems	10	24	24		58	4
Emerson Process Management Power	12	12	22		46	7
Santis Engineering, Inc	11	20	23		54	6
Star Controls, Inc.	10	24	25	15	74	3
Statewide Electrical Services	11	23	21		55	5
Curry-Westin, LLP	13	31	31	0	75	2

Jose Urtecho
REVIEWER
Jose Urtecho

Jose Urtecho 10/17/2017
REVIEWER'S SIGNATURE AND DATE

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DENNIS MELE, ESQ.,/GREENSPOON MARDER, P.A., AGENT FOR THE PROPERTY OWNERS SUNSHINE REO XI, LLC AND CF & A HILL FAMILY, LTD, TO REZONE PROPERTY GENERALLY LOCATED NORTH OF STIRLING ROAD, SOUTH OF SW 1ST STREET, EAST OF SW 11TH AVENUE AND WEST OF PHIPPEN ROAD IN THE CITY OF DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICTTO GENERAL INDUSTRIAL DISTRICT (I-G), (APPLICATION NO. RZ-34-17) SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Staff Report, Ordinance, Application and Supplemental Documents

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: November 14, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Anne-Christine Carrie, Planner
Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A.

SUBJECT: **RZ-34-17:** The applicant, Dennis Mele, Esq./Greenspoon Marder, P.A., on behalf of the property owner, Sunshine Reo XI, LLC., and CF & A Hill Family, LTD, is requesting a rezoning for the property located north of Striling Rd, south of SW 1 Street, east of SW 12 Avenue and west of Phippen Road. (FIRST READING)

REQUEST

To change the zoning designation of the subject property from Neighborhood Residential (NBHD-RES) to General Industrial (IG).

PROPERTY INFORMATION

EXISTING ZONING:	Neighborhood Residential (NBHD-RES)
PROPOSED ZONING:	General Industrial (IG)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

No violations on the property at this time.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is over an acre (1.24) and located south of SW 1 Street, between SW 12 Avenue and Phippen Road. The land is currently vacant. The properties to the east of the site are currently zoned NBHD-RES and developed with multi-family residential uses. The properties to the west are currently zoned IG and have industrial uses such as warehouses and loading docks.

REZONING

The applicant is requesting to rezone the site in preparation for a new development. The current Neighborhood Residential (NBHD-RES) zoning designation would be changed to the General Industrial (IG). The requested change would incorporate the site into the adjacent IG zoning district to the west, thereby extending current privileges afforded to properties in the same area. The conceptual site plan and justification statement submitted by the applicant indicate that the rezoning would allow for a self-storage facility. Per Section 115-50 of the LDC, buildings with a self-storage use shall resemble that of an

office building. Per the applicant, the proposed use does not generate a great deal of traffic and the property would serve as an aesthetically pleasing buffer zone between the industrial and residential districts. Per the applicant's letter, the request is consistent with the rezoning criteria outlined in Section 645-40 (A). The criteria are identified below.

1) "That the request is consistent with the city's comprehensive plan; and"

2) "The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and"

3) "The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

    a. The request furthers the city's adopted community redevelopment plan, if applicable; or

    b. An error or ambiguity must be corrected; or

    c. There exists changed or changing conditions which make approval of the request appropriate; or

    d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or

    e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses".

Per the applicant, meetings were held with the neighbors on June 26, July 7 and July 27, 2017. The applicant's request now includes a Declaration of Restrictive Covenants limiting the uses permitted on this property to the following:

1) Assembly of products from prefabricated parts.

2) Assembly, repair and fabrication of furniture, home furnishings, art objects, clothing, leather goods, and jewelry.

3) Self-storage facility.

4) Warehousing facilities with up to twenty (20) percent ancillary office space.

5) Watchman or caretaker dwelling unit as an accessory use to a primary marine use or storage facility (subject to Sections 110-30, 230-20 of the LDC).

6) Business office.

7) Data processing and computer centers, including service and maintenance of electronic data processing equipment.

8) City of Dania Beach governmental administrative, community, service, or office facilities.

9) Athletic training facility (indoors) including, but not limited to a facility offering gymnastics, fitness training, boxing, yoga, or dance with no spectator seating.

10) Copy or printing shop.

11) Repair of bicycles in an enclosed building.

As stated in the Declaration, the uses listed above are subject to the same conditions, restrictions and limitation as all other uses in the IG zoning district.

This is the first of two (2) readings by the City Commission for approval. In addition to this rezoning request, the applicant will have to submit a Site Plan for Development Review Committee (DRC) review and will require approval by the City Commission prior to the development of the site.

CITY COMMISSION PREVIOUS ACTION
On June 27, 2017, the City Commission withdrew this item at the applicant's request.

On June 13, 2017, the City Commission continued this item at the applicant's request.

PLANNING AND ZONING BOARD RECOMMENDATION
On May 17, 2017, the Planning and Zoning Board sitting as the Local Planning Agency heard this item and failed to recommend approval.

RECOMMENDATION
Staff recommends approval of the requested rezoning.

ORDINANCE NO. 2017-037

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

WHEREAS, pursuant to Chapter 28, the "Land Development Code," Part 6, "Development Review Procedures And Requirements," Article 645, "Rezoning" of the City Code of Ordinances (the "City Code"), Dennis Mele, Greenspoon Marder, P.A., agent for the property owners Sunshine REO XI, LLC and CF & A Hill Family, LTD (the "Applicants"), has applied to the City of Dania Beach, Florida (the "City") for approval of a rezoning for property legally described in Exhibit "A" (Application RZ-34-17); and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency (the "LPA"), held a duly advertised public hearing on May 17, 2017 and did not recommend approval of the request for a rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the Applicants have voluntarily proffered to restrict the square footage of the proposed self-storage facility and permitted uses on the property pursuant to a declaration of restrictive covenants (the "Declaration") as set forth in the attached Exhibit "B;" and

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28 "Land Development Code," Part 6, "Development Review Procedures And Requirements," Article 645, "Rezoning" of the City Code, the rezoning request (RZ-34-17) from Neighborhood Residential District (NBHD-RES) classification to the General Industrial District (I-G) classification, for the property generally located north of Stirling Road, south of SW 1st Street, east of SW 11th Avenue and west of Phippen Road as legally described in Exhibit "A," is approved subject to the Applicant's proffered Declaration attached as Exhibit "B."

Section 3. Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective upon (i) the passage and adoption on second reading, and (ii) the execution and recordation of the Declaration.

PASSED on first reading on November 14, 2017.

PASSED AND ADOPTED on second reading on _____, 2017.

ATTEST:

_____	_____
LOUISE STILSON, CMC	TAMARA JAMES
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

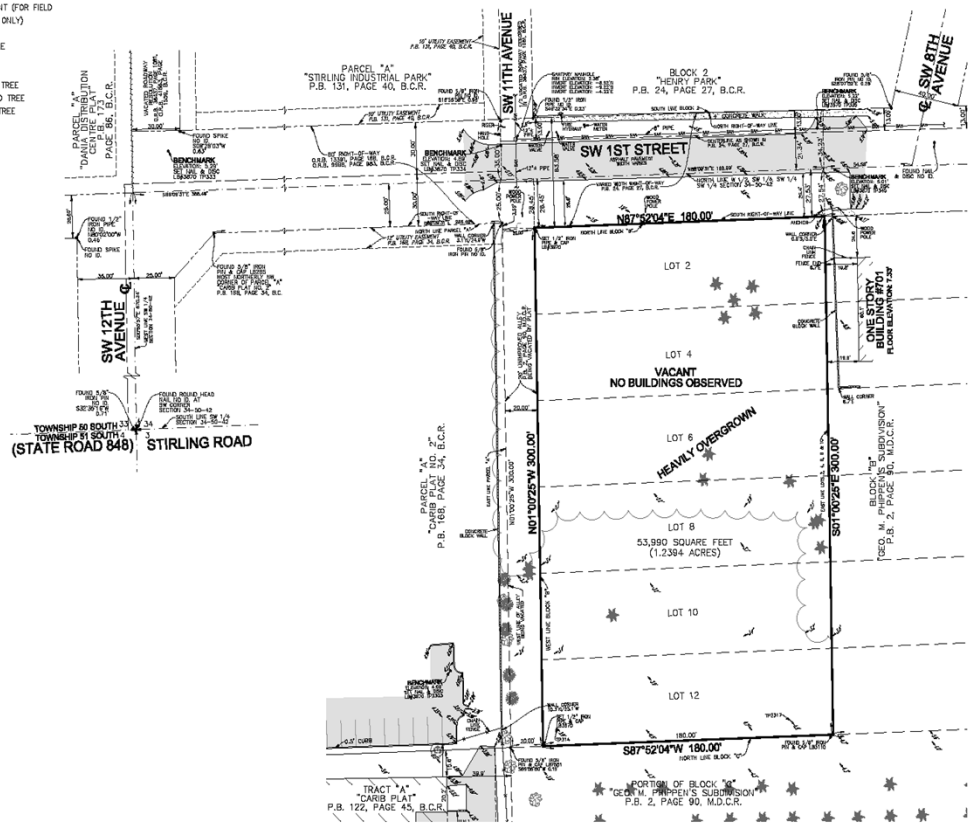
THOMAS J. ANSBRO
CITY ATTORNEY

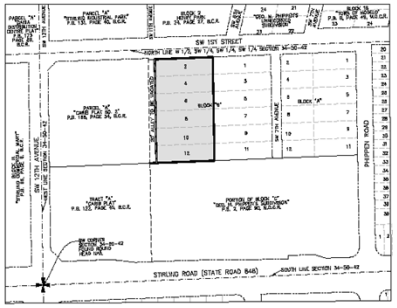
EXHIBIT "A"
LEGAL DESCRIPTION:

LOTS 2, 4, 6, 8, 10 AND 12, BLOCK "B", TOGETHER WITH THE TWENTY FOOT WIDE ALLEY LYING ADJACENT TO THE WEST LINES OF SAID LOTS OF "GEORGE M. PHIPPEN'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- CENTERLINE
- O.R.B. — OFFICIAL RECORDS BOOK
- P.B. — PLAT BOOK
- B.C.R. — BROWARD COUNTY RECORDS
- M.D.C.R. — MIAMI-DADE COUNTY RECORDS
- P.R.M. — PERMANENT REFERENCE MONUMENT
- TP — TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R — RADIUS
- CA — CENTRAL ANGLE
- A — ARC LENGTH
- PALM TREE
- GUMBO LIMBO TREE
- WILD TAMARIND TREE
- UNIDENTIFIED TREE





VICINITY MAP
1"=150'

LEGAL DESCRIPTION:

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4 AND 6, BLOCK B, "GEORGE M. PHIPPENS SUBDIVISION", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 53,990 SQUARE FEET (1.2394 ACRES), MORE OR LESS.

NOTES:

1) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK: 1131; ELEVATION: 6.102 FEET.
2) FLOOD ZONE: AH; BASE FLOOD ELEVATION: 6'; PANEL: 120034 0567H; MAP DATE: 08/18/14.
3) THIS SITE LIES IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
4) BEARINGS ARE BASED ON THE WEST LINE OF TRACT "A" BEING N00°55'57"W.
5) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
6) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: MASTER DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SIEGFRIED RIVERA HYMAN LERNER DE LA TORRE ET AL P.A.; ATTORNEYS' TITLE FUND SERVICES, LLC.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
8) THIS SITE IS VACANT AND CONTAINS 0 PARKING SPACES.
9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER: 394880, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: DECEMBER 19, 2016 AT 11:00 PM.
   THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
   ITEMS 1, 2, 3 & 4-STANDARD EXCEPTIONS NOT ADDRESSED.
   ITEM 5-EASEMENTS AND DEDICATIONS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON. THERE ARE NO PLATTED EASEMENTS.
   ITEMS 6 & 7-NOT ADDRESSED.
11) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER: 403248, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: JANUARY 12, 2017 AT 11:00 PM.
   THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
   ITEMS 1, 2, 3 & 4-STANDARD EXCEPTIONS NOT ADDRESSED.
   ITEM 5-NOT ADDRESSED.
   ITEM 6-ALL MATTERS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON. THERE ARE NO PLATTED EASEMENTS.

CERTIFICATION:

TO: MASTER DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 AND 11 OF TABLE A THEREOF.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- ☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6138
- ☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
  STATE OF FLORIDA

NO.	REVISIONS	BY
4		
3		
2	ADDED VOL & PAGE OF P.B. 24	B.R.
1	ADDED SCHEDULE B INFORMATION 12/19/16	B.R.

STIRLING SQUARE - NORTH
SW 1ST STREET EAST OF SW 12TH AVENUE
DANIA BEACH, BROWARD COUNTY
FLORIDA 33004

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.	SCALE: 1" = 30'	FILE: MASTER DEVELOPMENT
CHECKED BY: J.F.P.	SURVEY DATE: 01/20/17	ORDER NO.: 82362

0' 30' 60' 90'
GRAPHIC SCALE
1" = 30'

COPYRIGHT 2017 BY PULICE LAND SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

EXHIBIT “B”

DECLARATION OF RESTRICTIVE COVENANTS

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
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- CA CENTRAL ANGLE
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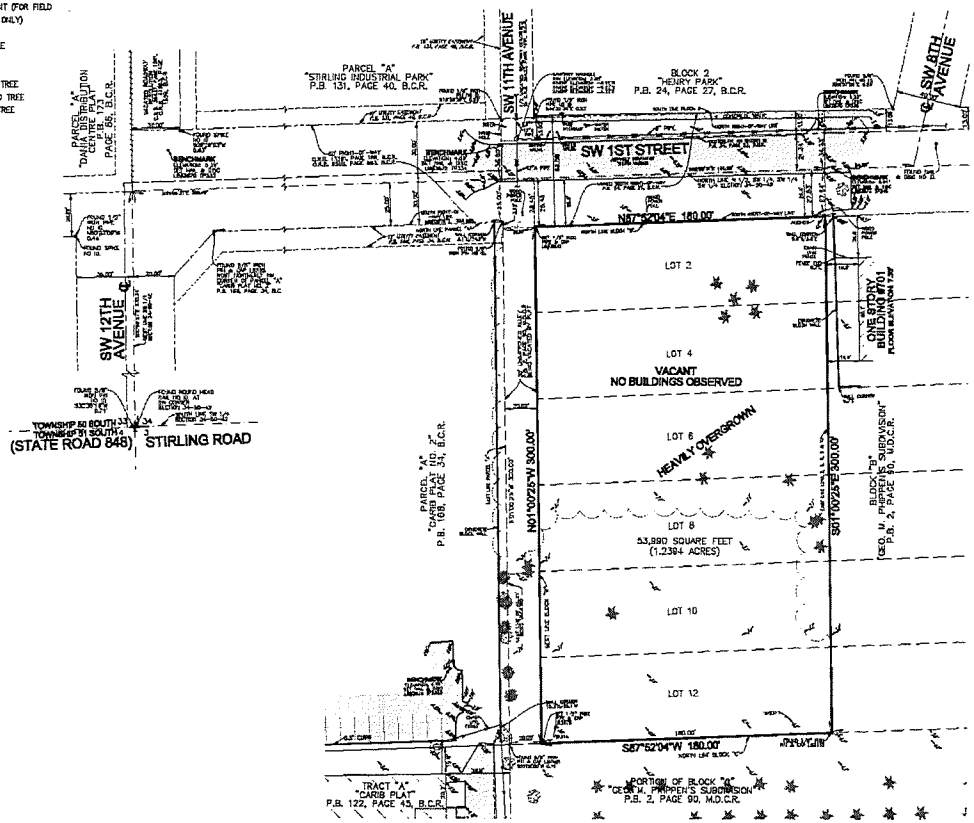
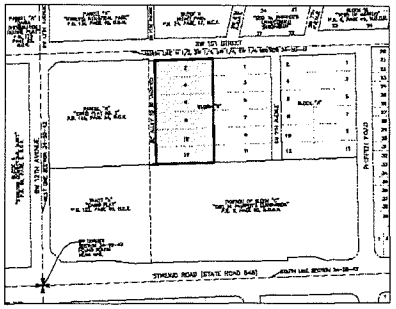
- PALM TREE
- CUMBO LIMBO TREE
- WILD TAMARIND TREE
- UNIDENTIFIED TREE





VICINITY MAP
1"=150'

LEGAL DESCRIPTION:

PARCEL 3:
LOTS 8, 10 AND 12, BLOCK "B", "GEORGE M. PHIPPEN'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

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4) BEARINGS ARE BASED ON THE WEST LINE OF TRACT "A" BEING N00°56'57"W.
5) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
6) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: MASTER DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; SEDFRED RIVERA HYMAN LERNER DE LA TORRE ET AL P.A.; ATTORNEYS' TITLE FUND SERVICES, LLC; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
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8) THIS SITE IS VACANT AND CONTAINS 0 PARKING SPACES.
9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER: J94880, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: DECEMBER 19, 2016 AT 11:00 PM.
THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
ITEMS 1, 2, 3 & 4-STANDARD EXCEPTIONS NOT ADDRESSED.
ITEM 5-EASEMENTS AND DEDICATIONS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON. THERE ARE NO PLATTED EASEMENTS.
ITEMS 6 & 7-NOT ADDRESSED.
11) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, FUND FILE NUMBER: 403248, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; EFFECTIVE DATE: JANUARY 12, 2017 AT 11:00 PM.
THE FOLLOWING ITEMS ARE SCHEDULE B-II EXCEPTIONS TO SAID COMMITMENT:
ITEMS 1, 2, 3 & 4-STANDARD EXCEPTIONS NOT ADDRESSED.
ITEM 5-NOT ADDRESSED.
ITEM 6-ALL MATTERS IN PLAT BOOK 2, PAGE 90, AFFECT THIS SITE AS DEPICTED HEREON. THERE ARE NO PLATTED EASEMENTS.

CERTIFICATION:

TO, MASTER DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 AND 11 OF TABLE A THEREOF.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- JOHN T. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2981
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6138
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274

STATE OF FLORIDA

NO.	REVISIONS	BY
	AVAILABLE DOCUMENTS	
	SITE VISIT & BOUNDARY	

STIRLING SQUARE - NORTH
SW 1ST STREET EAST OF SW 12TH AVENUE
DANIA BEACH, BROWARD COUNTY
FLORIDA 33004

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB3870

DRAWN BY: B.B.	SCALE: 1" = 30'	FILE: MASTER DEVELOPMENT
CHECKED BY: J.P.P.	SURVEY DATE: 01/20/17	ORDER NO.: 16082

GRAPHIC SCALE
0' 30' 60' 90'
1" = 30'

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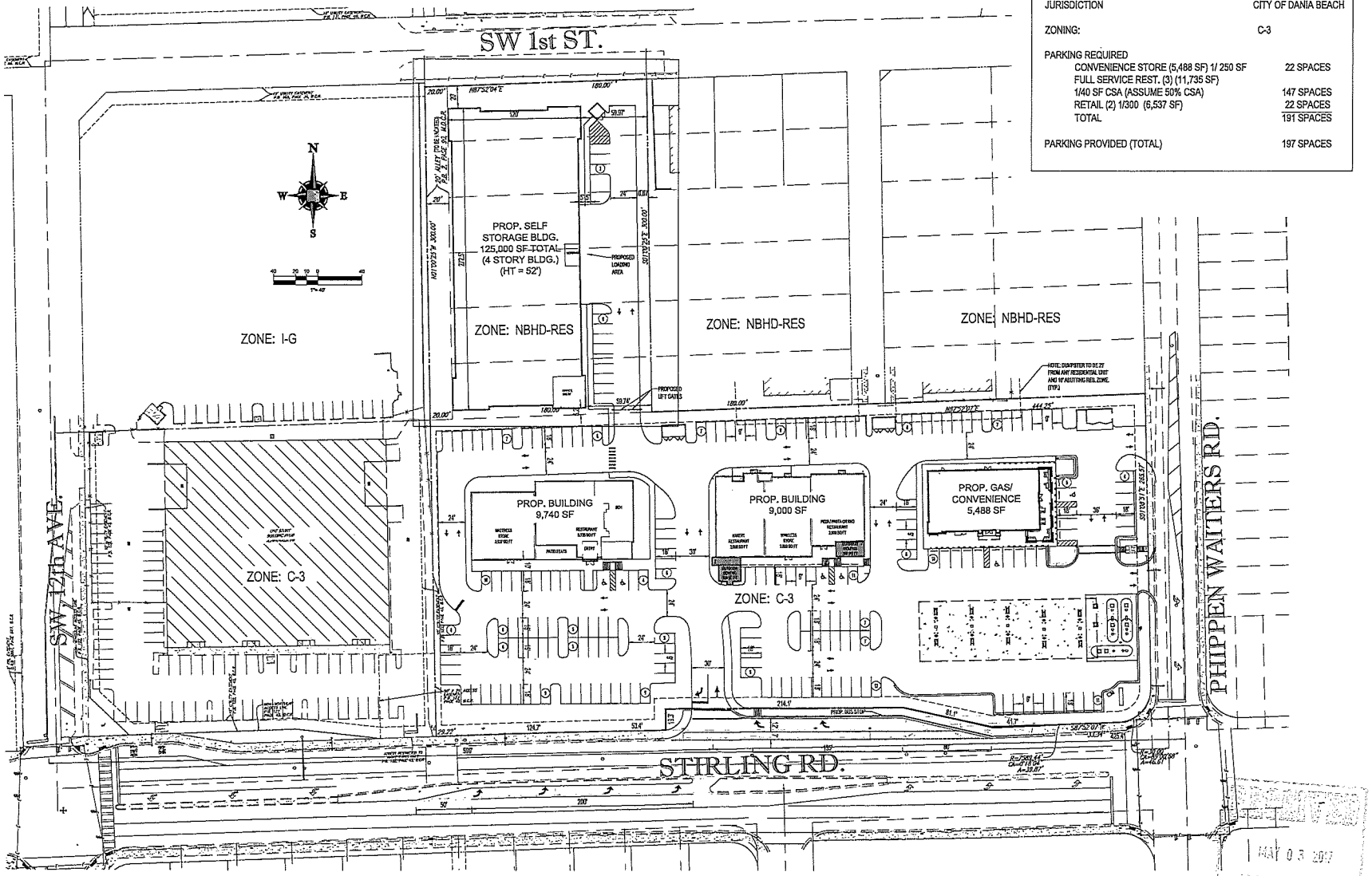

SITE DATA

JURISDICTION	CITY OF DANIA BEACH
ZONING:	C-3
PARKING REQUIRED	
CONVENIENCE STORE (5,488 SF) 1/ 250 SF	22 SPACES
FULL SERVICE REST. (3) (11,735 SF)	
1/40 SF CSA (ASSUME 50% CSA)	147 SPACES
RETAIL (2) 1/300 (6,537 SF)	22 SPACES
TOTAL	191 SPACES
PARKING PROVIDED (TOTAL)	197 SPACES

MAY 03 2017
Planning Department

THOMAS ENGINEERING GROUP

CIVIL ENGINEERS • PROJECT MANAGERS • LAND PLANNERS • LANDSCAPE ARCHITECTS

1000 CORPORATE DR. SUITE 250 FT. LAUDERDALE, FL 33334 PH: (954) 202-7000 FAX: (954) 202-7070

4000 N. MILITARY TRAIL SUITE 202 BOCA RATON, FL 33431

123 W INDIANTOWN RD. SUITE 108 JUPITER, FL 33458 PH: (561) 747-1822 FAX: (561) 747-1377

REVISIONS:

REV.	DATE:	COMMENT:	BY:

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www.callsunshine.com

PROJECT No.:
DRAWN BY: CAD
CHECKED BY: RDT
DATE: 12-13-2016
CAD I.D.: NWC STIRLING RD & PHIPPEN

PROJECT: L1

NWC OF STIRLING RD. & PHIPPEN WAITERS RD.

FOR

MASTER DEVELOPMENT

DANIA BEACH FLORIDA

THOMAS ENGINEERING GROUP

RADICE III
1000 CORPORATE DRIVE, SUITE 250
FORT LAUDERDALE, FL 33334
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

RYAN OSCAR THOMAS

PROFESSIONAL ENGINEER
April 12, 2017
FLORIDA LICENSE No. 53991
FLORIDA BUSINESS CERT. OF AUTH. No. 27928

SHEET TITLE:

CONCEPT 'L1'

SHEET NUMBER:

Carrie, Anne-Christine

From: Cynthia Pasch <cynthia.pasch@gmlaw.com>
Sent: Wednesday, October 25, 2017 10:06 AM
To: Carrie, Anne-Christine
Cc: Lajoie, Corinne
Subject: RE: Stirling Square

Thanks for catching that typo. The meetings were held on June 26, July 7 and July 27.

GreenspoonMarder

Cynthia A. Pasch, AICP
Land Planner
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Telephone: 954-527-6266
cynthia.pasch@gmlaw.com

From: Carrie, Anne-Christine [mailto:ACarrie@daniabeachfl.gov]
Sent: Wednesday, October 25, 2017 9:54 AM
To: Cynthia Pasch
Cc: Lajoie, Corinne
Subject: RE: Stirling Square

Good morning Cynthia:

Your email below states that community meetings for this project were held on June 26, June 27 and July 7. The notices you provided however indicate meetings on July 7, July 27. Please clarify or revise your e-mail to me.

Please let me know if you have any questions.

Anne-Christine Carrie
Planner
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
(954)924-6800 Ext. 3654
ACarrie@daniabeachfl.gov

"Established in History, Preparing for Tomorrow"

Please Note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Carrie, Anne-Christine

From: Cynthia Pasch <cynthia.pasch@gmlaw.com>
Sent: Monday, October 23, 2017 4:27 PM
To: Carrie, Anne-Christine
Subject: Stirling Square Rezoning Application
Attachments: Declaration regarding use restrictions -Stirling Square (2).pdf

Anne-Christine,
I would like to confirm, on the behalf of the Applicant, we would like to proceed with our zoning application on November 14, 2017.
Since we last appeared before the City Commission meeting, the Applicant has agreed to limit development on the property to those uses listed in the attached Declaration. The attached Declaration will be recorded after final approval of the rezoning application.
Since the last meeting, the Applicant has developed a site plan. This site plan was shared with the neighborhood associations in the area. The neighborhood representatives are now in support of the Applicant's plan.

GreenspoonMarder

Cynthia A. Pasch, AICP
Land Planner
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Telephone: 954-527-6266
cynthia.pasch@gmlaw.com

The information contained in this transmission may be attorney/client privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail.

Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury Department Circular 230.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

Carrie, Anne-Christine

From: Cynthia Pasch <cynthia.pasch@gmlaw.com>
Sent: Tuesday, October 24, 2017 10:40 AM
To: Carrie, Anne-Christine
Subject: FW: Stirling & Phippen road project

GreenspoonMarder

Cynthia A. Pasch, AICP
Land Planner
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Telephone: 954-527-6266
cynthia.pasch@gmlaw.com

From: Leon [mailto:leonjc@comcast.net]
Sent: Wednesday, July 26, 2017 3:30 PM
To: undisclosed recipients:
Subject: Stirling & Phippen road project

Tomorrow evening at 6:00 pm at C.W. Thomas Park please try to attend for more open discussion on the Project at Stirling and Phippen Rd. to bring you up to date as to what's happening.

Sorry for the late notices.

The information contained in this transmission may be attorney/client privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail.

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A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

Carrie, Anne-Christine

From: Cynthia Pasch <cynthia.pasch@gmlaw.com>
Sent: Tuesday, October 24, 2017 10:40 AM
To: Carrie, Anne-Christine
Subject: Meeting Invitation

See below. Others to follow.

GreenspoonMarder

Cynthia A. Pasch, AICP
Land Planner
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Telephone: 954-527-6266
cynthia.pasch@gmlaw.com

From: "Leon" <leonjc@comcast.net>
Date: October 23, 2017 at 5:21:59 PM EDT
To: "Tammie James" <tammiefjames@aol.com>, "James, Tammie" <tjames@ci.dania-beach.fl.us>
Subject: FW: Special Call Meeting

From: Leon [mailto:leonjc@comcast.net]
Sent: Friday, July 07, 2017 2:28 PM
To: undisclosed recipients:
Subject: Special Call Meeting

Remember tonight at 6:00 pm our Mayor has call for all resident to attend for an open discussion on the Project at Stirling and Phippen. She would like to hear your input.

Remember 6:00 PM at C.W. Thomas Park

The information contained in this transmission may be attorney/client privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply e-mail.

Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury

This Instrument prepared by and return to:

Mark J. Lynn, Esq.
Greenspoon Marder, P.A.
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

Space above this line for processing data	Space above this line for processing data

DECLARATION OF RESTRICTIVE COVENANTS

This **Declaration of Restrictive Covenants** ("Covenant") executed this ___ day of _____, 2017 by **SUNSHINE REO XI, LLC,** a Florida limited liability company and **CF & A HILL FAMILY, LTD**, a Florida limited partnership, having an address of _____ (collectively "Owner"), shall be for the benefit of **CITY OF DANIA BEACH**, a political subdivision of the State of Florida, with a post office address at _____, ("City").

WHEREAS, Owner is the fee simple owner of approximately 1.24 acres of land generally located at the intersection of SW 8th Avenue and SW 1st Street and in the City of Dania Beach, Florida, and more particularly described in in the attached **Exhibit "A"** attached hereto and made a part hereof ("Property"); and

WHEREAS, Owner has made an application to City for plat approval for Stirling Hills Plat (PL-030-17) (the "Plat"); in conjunction with development to be located on the Property (collectively, "Application"); and

WHEREAS, the Plat is restricted to 125,000 square feet of self-storage use; and

WHEREAS, Owner has offered to enter into this Covenant in order to limit the permitted uses of the proposed property to self-storage and otherwise uses that are compatible with the property uses in the surrounding area; and

WHEREAS, Owner agrees to grant this Covenant to the City, and the City agrees to accept this Covenant in order to place certain restrictions on the development of the Property upon final approval; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owner hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions,

and regulations hereinafter set forth, all of which shall run with such property and any part thereof and which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

NOW, THEREFORE, City agrees and covenants to the following:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Future Land Uses. The uses on the Property shall be limited to the following (subject to conditions, limitations and restrictions on such uses as set forth in the City Code of Ordinances ("Code")):

    1. Assembly of products from prefabricated parts
    2. Assembly, repair and fabrication of furniture, home furnishings, art objects, clothing, leather goods, and jewelry
    3. Self-storage facility
    4. Warehousing facilities with up to twenty (20) percent ancillary office space
    5. Watchman or caretaker dwelling unit as an accessory use to a primary marine use or storage facility
    6. Business office
    7. Data processing and computer centers, including service and maintenance of electronic data processing equipment
    8. City of Dania Beach governmental administrative, community, service, or office facilities
    9. Athletic training facility (indoors) including, but not limited to a facility offering gymnastics, fitness training, boxing, yoga, or dance with no spectator seating
    10. Copy or printing shop
    11. Repair of Bicycles in an enclosed building

For purposes of this Declaration, the term "Self Storage" shall mean a system whereby space is available for rent within a building for purposes of storage of residential and commercial goods (excluding warehousing), where all such space is accessible only from the inside of the building, and such spaces are climate controlled, with secure access and, at a minimum, security cameras installed at the main building entrance and exit points.

THESE RESTRICTIONS ON USES SHALL BE CONSIDERED A RESTRICTIVE COVENANT RUNNING WITH AND BINDING THE LAND.

3. Recordation and Effective Date. This instrument shall not become effective until recorded in the Public Records of Broward County, Florida. Once recorded this Covenant shall run with the land and shall remain in full force and effect and binding upon the undersigned, its

heirs, legal representatives, estate successors, grantees and assigns to the title of the Property.

4. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgement or decree shall have no effect on the enforcement or validity of any other section, paragraph or part thereof, and the same shall remain in full force and effect.

5. Amendment. This Covenant may be amended only with the prior written consent of the City, not to be unreasonably withheld, delayed or conditioned.

6. Enforcement. City is the beneficiary of this Covenant and may enforce the provisions herein by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Covenant. This Covenant shall not give rise to any other cause of action by any parties other than City, and no parties other than City shall be entitled to enforce this Covenant. Any failure by City to enforce this Covenant shall not be deemed a waiver of the right to do so thereafter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictive Covenants on this ____ day of _____, 2017.

SUNSHINE REO XI, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

CF & A FAMILY HILL, LTD., a Florida limited partnership

_____

BY: _____, General Partner

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

RETURN TO:
Nicki Satterfield
Finance Director
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

PREPARED BY:
Timothy M. Ryan, Esq.
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, Florida 33004

RELEASE AND SATISFACTION OF MUNICIPAL LIEN

The City of Dania Beach, a Florida municipal corporation, does hereby release the property hereinafter described from the municipal lien recorded by the City of Dania Beach on June 7, 2010, in OR Book 47126, Page 115 of the Public Records of Broward County, Florida and does further declare said lien fully released and satisfied in its entirety. The subject property is described as follows:

Legal Description: GEO M PHIPPENS SUB 2-90 D LOT 2 BLK B
Property ID: 5042 34 05 0100
Property Address: VACANT LOT AT SW 1 STREET, DANIA BEACH, FL

IN WITNESS WHEREOF, the City of Dania Beach has caused this Release and Satisfaction of Municipal Lien to be executed this 7 day of June, 2017.

Signed, sealed and delivered
In the presence of:

CITY OF DANIA BEACH, a Florida municipal corporation

Attest: Louise Stilson
LOUISE STILSON, CMC
City Clerk

By: Tamara James
TAMARA JAMES
Mayor

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on June 7, 2017, by TAMARA JAMES, Mayor of the City of Dania Beach, who is [✓] personally known to me or who has [ ] produced _____ as identification.

My Commission Expires:

LOUISE STILSON
MY COMMISSION EXPIRES
January 10, 2018
#FF 064221
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Louise Stilson
Notary Public

L:\Angie\CITY OF DANIA BEACH FORECLOSURE ACTIONS\Satisfaction of Lien\1 Street 05th Ave

Carrie, Anne-Christine

From: Walton, Eric
Sent: Friday, May 26, 2017 3:06 PM
To: LaFerrier, Marc
Cc: Carrie, Anne-Christine; Lajoie, Corinne; Urow, Barbara; Wray, Macee
Subject: RE: Lien Settlement: Vacant Lot West of 801 SW 1 Street: CEB 09-1510

Importance: High

I inspected the site today and the trash has been removed. No issue on property at this time. I advised Steve Wherry and also suggested they fill out the BSO no trespassing affidavit.

Eric Walton
Code Compliance Manager
City of Dania Beach
ewalton@daniabeachfl.gov
954-924-6810 x 3703

"Established in History, Preparing for Tomorrow"

Please Note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Walton, Eric
Sent: Wednesday, May 24, 2017 3:47 PM
To: Carrie, Anne-Christine
Subject: FW: Lien Settlement: Vacant Lot West of 801 SW 1 Street: CEB 09-1510

FYI

Eric Walton
Code Compliance Manager
City of Dania Beach
ewalton@daniabeachfl.gov
954-924-6810 x 3703

"Established in History, Preparing for Tomorrow"

Please Note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Eric Abend [mailto:eabend@ryanlawfl.com]
Sent: Wednesday, May 24, 2017 3:35 PM
To: Walton, Eric
Cc: LaFerrier, Marc; Lunkins, Angel; Wray, Macee
Subject: Lien Settlement: Vacant Lot West of 801 SW 1 Street: CEB 09-1510

Hi Eric,

My office received a wire for the full settlement amount today from the attorney for Sunshine Lenders, LLC regarding the above referenced property. I will prepare and forward the Release and Satisfaction next week as I will be out of the office tomorrow and Friday. Please have case CEB 09-1510 closed out and have it reflect that the fines on the property have been satisfied. Please contact me with any questions or concerns.

Best regards,

Eric W. Abend, Esq.
Ryan & Ryan, LLC
700 East Dania Beach Boulevard, Third Floor
Dania Beach, FL 33004
Tel: 954-920-2921
Fax: 954-921-1247
eabend@ryanlawfl.com

ATTENTION: THE INFORMATION CONTAINED IN THIS E-MAIL MESSAGE IS ATTORNEY-PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL(S) NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY CONTACT THE SENDER BY REPLY E-MAIL AND DESTROY ALL COPIES OF THE ORIGINAL MESSAGE.THANK YOU.

Carrie, Anne-Christine

From: Lunkins, Angel
Sent: Wednesday, May 24, 2017 4:17 PM
To: Lajoie, Corinne
Cc: Carrie, Anne-Christine; Walton, Eric
Subject: 5042-34-05-0100
Attachments: Case Info Report_09-1510.pdf

Good Afternoon,
Case has been closed in New World. Thanks

Angel Lunkins
Code Compliance Coordinator
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
(954)924-6810 Ext. 3790

"Established in History, Preparing for Tomorrow"

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REZONING JUSTIFICATION

Sunshine REO XI, LLC and CF & A Hill Family, LTD ("Applicants") are the current owners of properties generally located on the south side of SW 1st Street and east of SW 12th Avenue within the City of Dania Beach ("Property"). The Property is currently under contract to be purchased by Master Development Inc., who proposes to develop the self-storage facility along SW 1st Street. The parcels are identified as folio numbers: 5042-34-05-0110, 5042-34-05-0102, 5042-3-05-0101 and 5042-34-05-0100.

The Applicants are requesting to rezone approximately 1.24 acres from the Dania Beach Neighborhood Residential (NBHD-RES) District to the General Industrial (IG) District. The underlying land use designation for the Property is Dania Beach Regional Activity Center ("RAC"). In addition to rezoning the subject properties the Applicants wish to incorporate an unused 20 foot wide right-of-way which runs along the west side of all the properties into the development through the Broward County platting process. The plat application is subject to a separate application process.

The NBHD-RES does not allow for the proposed self-storage use on the property. The Applicants propose to construct a 4-story, self-storage facility ("Proposed Development"). The IG zoning district allows self-storage facilities provided the architectural treatment of the facility complies with Sec. 115-50 Conditions of Use. The site plan and the conditional use requirements will be reviewed by the Development Review Committee through a separate application process.

The properties to the east of the subject site are currently zoned NBHD-RES and developed with multi-family residential uses. The properties to the west are currently zoned IG and are industrial, warehouses and truck terminal uses, they are in operation on- site. The proposed rezoning to IG will allow for the development of a free-standing self-storage facility which will provide low intensity use and buffer between the residential uses and the higher industrial use of the warehouses and truck terminals. The IG zoning district requires additional setbacks when adjacent to residential zoned property which will also provide additional buffer for the development.

Per the Dania Beach Code of Ordinances the intent of the IG zoning district is to "*provide for light- and medium-intensity industrial, research, assembly, fabrication and repair uses within a completely enclosed building*". Manufacturing uses are permitted if they meet additional requirements necessary to protect existing adjacent residential areas.

REZONING REVIEW CRITERIA

Section 645-40 of the City's Code requires that an application for a rezoning be reviewed in accordance with the following criteria: This narrative is intended to describe how this request addresses those criteria.

FILE COPY

(1) The request is consistent with the city's comprehensive plan

The subject sites are located within the Dania Beach Regional Activity Center which was created to provide for development of a mix of land uses of regional significance. The General Industrial District (IG) was created to facilitate development of light- and medium-intensity industrial, research, assembly, fabrication and repair uses within this City. The proposed use categories, density and intensity established in the Dania Beach IG zoning district are consistent with those established for the RAC.

The proposed rezoning will expand the existing boundaries of the IG zoning district. The IG zoning district has been determined to forward the goals, objectives and policies of the City's comprehensive plan intended to encourage revitalization and economic development, compatible and compact development, as well as efficient and coordinated transportation and pedestrian mobility. The Proposed Development will provide an active use on the property while introducing a new use into this area of the City.

(2) The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission

The subject sites are located within the City's Community Redevelopment Area. The mission of the CRA is to create and implement economically sound redevelopment and revitalization activities within the City. The IG district is intended to not only be consistent with but to forward the intent of the City's redevelopment plans and contribute to the overall improvement and revitalization of this targeted area.

(3) The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

The subject property will be added to the existing IG zoning to the west of the site and will be subject to the development regulations and standards set forth in the Dania Beach Code. Approval of the proposed rezoning would in no way impair the ability of other sites meeting the criteria from being rezoned to IG nor other abutting land to be added to the IG, as appropriate, and being extended the same "privileges" associated with this zoning district.

a. The request furthers the city's adopted community redevelopment plan, if applicable; or

Refer to (2) above.

b. An error or ambiguity must be corrected; or

c. There exists changed or changing conditions which make approval of the request appropriate; or

The site is adjacent to existing IG zoning to the west and to existing C-3 to the south. The rezoning will allow for the development of a self-storage facility which by its operational category will protect the adjacent residential area to the east and provide the appropriate buffer between multi-family to the east and the more industrial uses to the west.

d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or

e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

Self-storage facilities are general considered lot traffic generating uses. The facility is environmentally clean and does not produce adverse noxious effects common with other types of IG uses. The proposed self-storage facility will be aesthetically pleasing with high-quality architectural detailing similar to a multi-family or office development.

Mr. Marc LaFerrier, Director
Development of Community Development
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: Permitting with the City of Dania Beach

Dear Mr. LaFerrier:

We, Sunshine REO XI, LLC a Florida Limited Liability Company are owners of the properties located SW 1st Street which are located within the City of Dania Beach.

Legal Description:

GEO M PHIPPENS SUB 2-90 D LOT 2, 4 and 6 BLK B

Folio Numbers:

5042-34-05-0100
5042-34-05-0101
5042-34-05-0102

We hereby authorize Master Development Partners, LLC and Greenspoon Marder, P.A. to act as agents in connection with all land use applications and processes in Dania Beach, Florida.

Sincerely,

Sunshine REO XI, LLC.

By: Stephen Enriquez, Manager

Mr. Marc LaFerrier, Director
Development of Community Development
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: Permitting with the City of Dania Beach

Dear Mr. LaFerrier:

We, CF & A Hill Family, LTD, a Florida Limited Partnership are owners of the properties located SW 1st Street which are located within the City of Dania Beach.

Legal Description:

GEO M PHIPPENS SUB 2-90 D LOT 8, 10 and 12 BLK B

Folio Number:

5042-34-05-0110

We hereby authorize Master Development Partners, LLC and Greenspoon Marder, P.A. to act as agents in connection with all land use applications and processes in Dania Beach, Florida.

Sincerely,

CF & A Hill Family, Ltd.

By: Jeanine L. Hill

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

RECEIVED
MAY 03 2017
Planning Department

Standard Development Application

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☒ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd:

Petition No.: R2-34-17

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application.
For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: _____

Lot(s): 2,4,6,8,10,12 Block: _____ Subdivision: _____

Recorded Plat Name: GEO M. PHIPPENS SUB-DIVISION 2-90 D

Folio Number(s): See attached list Legal Description: See attached legal desciption

Applicant/Consultant/Legal Representative **(circle one)** Dennis Mele / Greenspoon Marder. P.A.

Address of Applicant: 200 East Broward Boulevard, Suite, 1800, Fort Lauderdale, FL 33301

Business Telephone: 954-649-7711 Home: _____ Fax: _____

E-mail address: dennis.mele@gmlaw.com

Name of Property Owner: Sunshine REO XI, LLC. and CF & A Hill Family, LTD.

Address of Property Owner: See attached

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Rezone from NBHD-RES to IG
*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: 1.24 Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: vacant / nursery Proposed Use: Self-storage facility

Is property owned individually, by a corporation, association, or a joint venture? a corporation_____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Dennis Mele c/o Greenspoon Marder, P.A. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 21st DAY OF March, 20 17

By:

Terry Salzman
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____
(Signature of Notary Public – State of Florida)

KRYSTAL MICHELLE RODRIGUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF127140
Expires 8/2/2018

Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

*If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY BCD DANIA OAKS, LLC, TO REZONE PROPERTY LOCATED AT 5501 AND 5525 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY FROM SINGLE FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000)TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS, AND PROVIDING FOR THE ALLOCATION OF 22 RESIDENTIAL FLEX UNITS

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

Fiscal Impact/Cost Summary

Exhibits Attached
Staff Report, Ordinance, Application & Backup

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

DATE: November 14, 2017

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED GA

SUBJECT: **RZ-70-17/OT-72-17:** The applicant, Greenspoon Marder on behalf of the property owner BCD Dania Oaks, LLC., is requesting rezoning and flex allocation for the property located at 5501 and 5525 SW 40th Avenue.

REQUEST

REZONING

To allow the rezoning of an entire property from Single Family Residential (RS-6000) to Planned Residential District (PRD-1).

FLEX

To assign twenty-two (22) flex units to the property.

PROPERTY INFORMATION

EXISTING ZONING:	Single Family Residential (RS-6000)
LAND USE DESIGNATION:	Low (5) residential

The subject property is approximately one and a half acres (1.5) total net acres in size and located on the south of SW 54 Court, and immediately west of SW 40 Avenue. The property is made up by two (2) parcels, each currently has a single family home on the property, both of which will be demolished. In preparation of developing the site, the applicant has also submitted applications for plat, site plan, and variance for a larger development site, which includes the two subject parcels.

REZONING

The applicant is requesting to rezone the two parcels to be combined with the development site to the north to ultimately construct a residential development with sixty-one (61) townhouse units on the property (see attached site plan). Currently the property has a Single Family (RS-6000) zoning designation. The applicant is requesting to rezone the entire property to Planned Residential District (PRD-1), which allows residential developments with greater flexibility.

Per the City's Land Development Code (LDC), the requested rezoning must be reviewed in accordance with the criteria identified in Section 645-40 as shown below in order for the City Commission to approve the request.

(1) "That the request is consistent with the city's comprehensive plan."

(2) "The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission."

(3) "The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

a. the request furthers the city's adopted community redevelopment plan, if applicable; or
b. An error or ambiguity must be corrected; or
c. There exists changed or changing conditions which make approval of the request appropriate; or
d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses."

The applicant has provided a written justification statement identifying how the requested rezoning is consistent with these criteria.

Additionally, the LDC requires the Planning and Zoning Board to review the site development plan and it "shall consider the location, size, height, spacing, appearance, character and utilization of any building, structure or use and their appurtenances, access and circulation for vehicles and pedestrians, streets, parking areas, yards, open spaces and relationships to adjacent property. More specifically:

(1) The site development plan shall be consistent with the comprehensive plan and where applicable, the community redevelopment area plan.

(2) The site development plan shall provide for an effective and unified treatment of the development possibilities on the project site.

(3) Application of the principles of new urbanism is encouraged where appropriate with respect to the location of parking, building orientation and open space.

(4) The design of buildings and parking facilities shall take advantage of the natural features and topography of the project site, where appropriate.

(5) All buildings shall be arranged so as to be accessible to emergency vehicles.

(6) Existing specimen trees shall, to the greatest extent possible, be preserved or relocated on site and integrated into the landscape plan.

(7) Roads, pedestrian walks and open space shall be designed as integral parts of an overall site design.

(8) Parking areas shall be landscaped and screened from public view to mitigate their visual impact.

(9) Parking areas shall be designed with careful regard to orderly arrangement, landscaping and ease of access, and shall be developed as an integral part of an overall site design.

(10) The site development plan shall be designed to be compatible with existing and conforming development, and proposed development in the area surrounding the project site."

The applicant has provided a written justification statement identifying how the proposed project is consistent with these criteria.

On October 5, 2017 the applicant provided a traffic study for this project. The City Engineer has not yet provided staff with his analysis of the traffic study.

FLEX ALLOCATION
In order to develop the project with the proposed sixty-one (61) townhouse units, the applicant is requesting allocation of twenty-two (22) units from Flex Zone eighty-one (81). The allocation will result in a density of twelve (12) units per acre.

On September 8, 2015, the City Commission approved Rezoning, Site Plan and Flex Units for the northern portion of the site, which assigned fourteen (14) Flex Units for a total of twenty-five (25) dwelling units. Since then the applicant has purchased additional property to the south and wishes to incorporate it into one cohesive development project, which is reflected in the site plan currently proposed.

At the Planning and Zoning Board's request, the applicant held two (2) neighborhood meetings on June 28, 2017 and August 1, 2017 to discuss this project with the neighboring residents.

The City has received multiple letters/emails and phone calls of objection to this project. Copies of the letters and emails are attached to this document.

CITY COMMISSION PREVIOUS ACTION
On September 8, 2015 the City Commission approved the Rezoning, allocation for fourteen (14) Flex Units (O-2015-019), and Site Plan for a total of twenty-five (25) units (R-2015-96) for the property immediately to the north.

PLANNING AND ZONING BOARD PREVIOUS ACTION
On October 18, 2017 the Planning and Zoning Board heard this item where the motion for conditional approval failed.

This item was continued from the July 19, 2017, and the September 20, 2017 Planning and Zoning Board meeting.

STAFF RECOMMENDATION
Approve.

ORDINANCE NO. 2017-038

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY BCD DANIA OAKS, LLC, TO REZONE PROPERTY LOCATED AT 5501 AND 5525 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE ZONING CLASSIFICATION OF THE PROPERTY FROM SINGLE FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS, AND PROVIDING FOR THE ALLOCATION OF 22 RESIDENTIAL FLEX UNITS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the "Land Development Code," Part 6, "Development Review Procedures And Requirements," Article 645, "Rezoning" of the City Code of Ordinances (the "City Code"), BCD Dania Oaks, LLC, (the "Applicant"), has applied to the City of Dania Beach, Florida (the "City"), for approval of a rezoning (RZ-25-17) and a related residential flex unit allocation (OT-72-17) for property legally described in Exhibit "A"; and

WHEREAS, the City Planning and Zoning Advisory Board, sitting as the Local Planning Agency (the "LPA"), held a duly advertised public hearing on July 19, 2017, and determined that the proposed rezoning and related residential flex unit allocation is consistent with the City of Dania Beach Comprehensive Plan (the "Comprehensive Plan"), and therefore, recommended approval of the requested applications; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the rezoning and related residential flex unit allocation will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan and City Code;

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

Section 1. The foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28 "Land Development Code," Part 6, "Development Review Procedures and Requirements," Article 645, "Rezoning" of the City Code, the rezoning request (RZ-25-17) from Single Family 6000 Residential District (RS-6000) to Planned Residential Development District (PRD-1), for the property located at 5501 and 5525 SW 40th Avenue, as legally described in Exhibit "A," is approved.

Section 3. Concurrent with the approved rezoning to Planned Residential Development District (PRD-1), the assignment of twenty-two (22) residential flex units from Flex Zone 81 (OT-72-17), for the property located at 5501 and 5525 SW 40th Avenue, as legally described in Exhibit "A," is approved.

Section 4. Issuance of a development permit by a municipality, does not in any way, create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 5. 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 6. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 7. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on November 14, 2017.

PASSED AND ADOPTED on second reading on _____.

ATTEST:

_____	_____
LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

_____

THOMAS J. ANSBRO, CITY ATTORNEY

EXHIBIT “A”

LEGAL DESCRIPTION

The South 85.00 feet of the North 714.50 feet of the East 512.50 feet of Tract 9, and the West 125 feet of the South 212.50 feet of the North 927.00 feet of the East 512.50 feet of Tract 9, in Section 36, Township 50 South, Range 41 East of Newman's Survey, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida; said land situate, lying and being in Broward County, Florida; excepting therefrom the East 35 feet for road right-of-way.

AND:
The South 85.01 feet of the North 629.05 feet of the East 512.5 feet of Tract 9, in Section 36, Township 50 South, Range 41 East of Newman's Survey, as recorded in Plat Book 2. Page 26, of the Public Records of Miami-Dade County, Florida; said land situate, lying and being in Broward County, Florida; excepting therefrom the East 35 feet for road right-of-way.

YOU'RE INVITED TO A FOLLOW-UP NIEGHBORHOOD MEETING

Monday, October 30, 2017 – 7:00 pm
PJ Meli Park Community Center
2901 SW 52nd Street – Dania Beach

October 17, 2017

RE: Property located at 5471-5521 SW 40th Avenue

Dear Neighbor:

You are invited to attend a Citizen Participation meeting regarding a proposed development on the property at 5471-5521 SW 40th Avenue, which is currently being processed at the City of Dania Beach.

At our last two meeting we discussed many topics – traffic being the main issue. We look forward to following up with all of you who have attended before, and also seeing some new faces.

If you would like more information about this meeting, please feel free to contact:

Sarah Stewart, AICP
Greenspoon Marder, PA
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
954-214-8952

We hope to see you there!

YOU'RE INVITED TO A FOLLOW-UP NIEGHBORHOOD MEETING

AMENDED
Tuesday, August 1, 2017 – 7:00 pm
PJ Meli Park Community Center
2901 SW 52nd Street – Dania Beach

July 18, 2017

RE: Property located at 5471-5521 SW 40th Avenue

Dear Neighbor:

You are invited to attend a Citizen Participation meeting regarding a proposed development on the property at 5471-5521 SW 40th Avenue, which is currently being processed at the City of Dania Beach.

At our last meeting we discussed many topics – traffic being the main issue. We look forward to following up with all of you and seeing some new faces.

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Sarah Stewart, AICP
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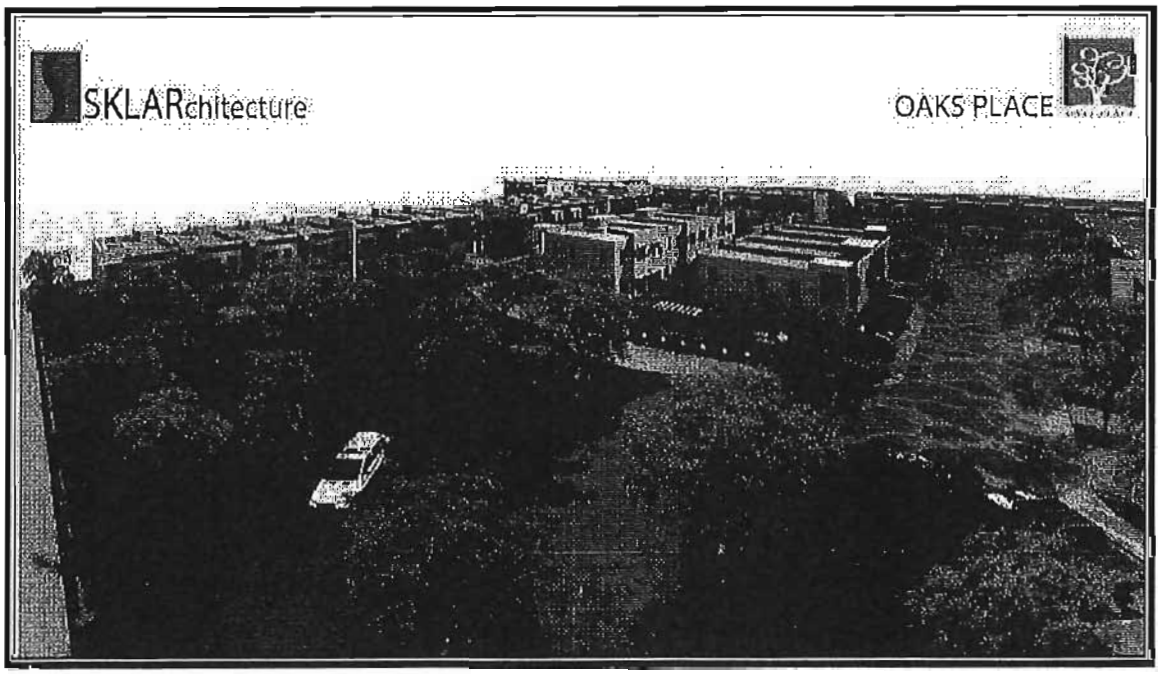
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
954-214-8952

We hope to see you there!



YOU'RE INVITED TO A NIEGHBORHOOD MEETING

Wednesday, June 28, 2017 – 7:00 pm
PJ Meli Park Community Center
2901 SW 52nd Street – Dania Beach

June 20, 2017

RE: Property located at 5471-5521 SW 40th Avenue

Dear Neighbor:

You are invited to attend a Citizen Participation meeting regarding a proposed development on the property at 5471-5521 SW 40th Avenue, which is currently being processed at the City of Dania Beach.

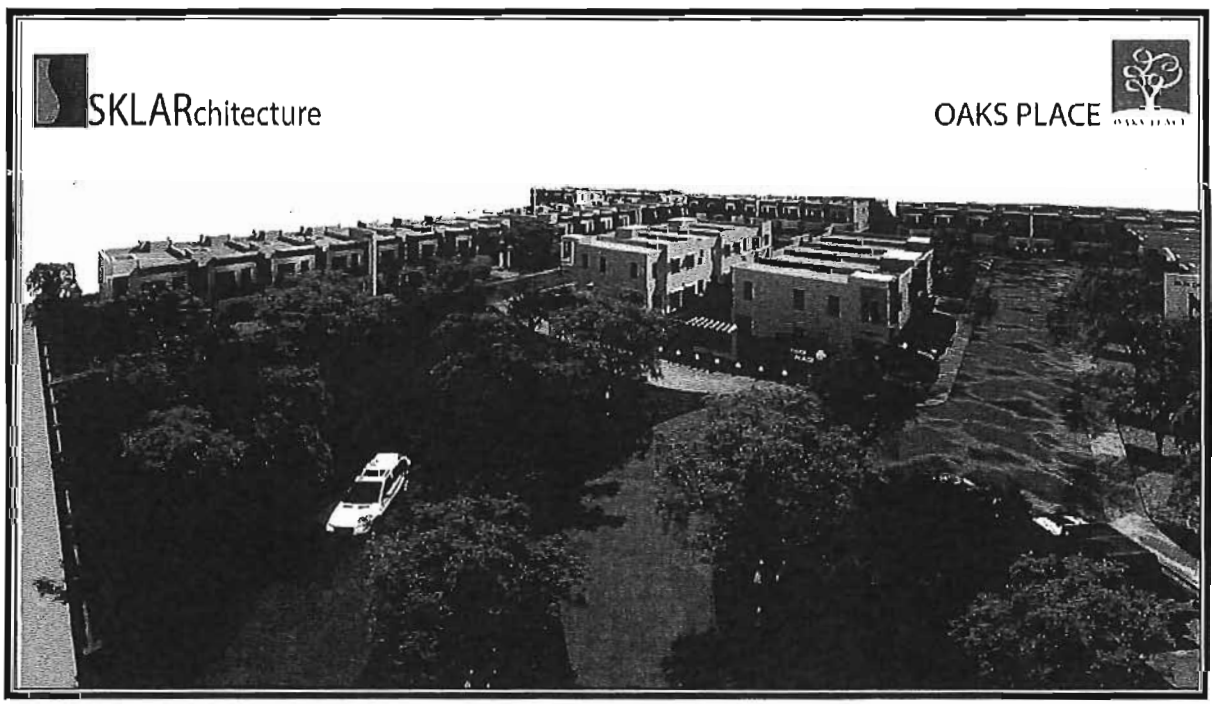
The project will consist of 61 luxury townhomes, a clubhouse and pool, surrounded by abundant open space. The townhomes will be 3 bedrooms and 2.5 baths - each townhome will provide approximately 1,600 sf of living space. We will be preserving as many existing trees as possible to ensure an environment in keeping with the surrounding neighborhood.

If you would like more information about this meeting, please feel free to contact:

Sarah Stewart, AICP
Greenspoon Marder, PA
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
954-214-8952

RECEIVED
JUN 27 2017
Planning Department

We hope to see you there!



Wray, Macee

From: Lajoie, Corinne
Sent: Wednesday, October 18, 2017 9:49 AM
To: Wray, Macee
Subject: FW: Zoning change on properties west of SW 40th Avenue to allow higher density housing
Attachments: IMG_1760.JPG; IMG_1761.JPG

Please print, date stamp, and provide copied to the P&Z Board tonight and attached a copy to the file.
Thank you.

Corinne Lajoie, AICP, LEED GA
Planning and Zoning Manager
City of Dania Beach, FL

From: Rosalind Hodges [mailto:puddyhodges@gmail.com]
Sent: Wednesday, October 18, 2017 8:10 AM
To: Lajoie, Corinne; James, Tamara
Subject: Zoning change on properties west of SW 40th Avenue to allow higher density housing

Mayor James and Ms. Lajoie,

We (Perry and I) continue to be opposed to any and all zoning changes along SW 40th Avenue between Stirling and Griffin Road if those changes allow for higher density housing than what is already permitted by current zoning. As thirty-four year residents of 3920 SW 56th Street we are seriously concerned about the traffic danger along 40th Avenue that exists already. The traffic is a hazard to cars and pedestrians. I have attached photos of the July accident which took down my neighbors' fence with the car crossing the backyard play space of her children.

No amount of information provided by the developer can change our minds on this subject. The city and county already need to take action to mitigate the dangerous situation. Helpful actions include removing passing lanes along all two lane sections of SW 40th Avenue and reinstalling signs saying "no through trucks" that were removed several years ago. The unneccessary trucks damage road and trees as well as contributing to the traffic dangers. Regular law enforcement presence would be a help as well.

Please do not make zoning changes that allow higher density housing in neighborhood.

Thank you for your attention to this important matter.

Rosalind Marjorie Hodges

Wray, Macee

From: Lajoie, Corinne
Sent: Tuesday, July 25, 2017 9:25 AM
To: Wray, Macee
Subject: FW: rezoning at 5501/5525 SW 40th

Please print and add to the Dania Oaks rezoning file.
Thank you.

Corinne Lajoie, AICP, LEED GA
Planning and Zoning Manager
City of Dania Beach, FL

From: kim265@comcast.net [mailto:kim265@comcast.net]
Sent: Tuesday, July 25, 2017 8:59 AM
To: Lajoie, Corinne
Subject: rezoning at 5501/5525 SW 40th

This is to let you know that I am opposed to any rezoning of these properties for more units.

Kim Christiansen
3861 SW 56 Ct.
Dania Beach, Fl. 33312
954-985-6782

SHADY RIDGE
HOME OWNERS ASSOCIATION

JULY 22, 2017

Hon. Bill Harris
100 Dania Beach Blvd.
Dania Beach, FL.

Dear Commission Harris,

The Shady Ridge Home Owners Association wishes to go on record urging the Dania Beach Commission to give serious and prolonged thought when considering the request for rezoning parcels along South West Fortieth Avenue. This is roughly an area designated an OASIS project. We believe the requested zoning, if granted, would have results inconsistent with Oasis goals. We believe it would decrease the feeling of "neighborliness" as well as "lessening the property value" of the remaining homes.

Please consider the impact on *aesthetics:*

There are many manicured areas in Dania Beach but very few areas that come up with the bucolic ambiance that this section of Fortieth Avenue provides—a simple, unashamed, rural honesty. Almost the entire stretch is canopied with venerable oaks. The mandatory widening of the street would totally destroy this desirable and positive addition to the area. North from 54th Court on Fortieth Avenue you can see the negative blight of condominium entrenchment. Do we really need more of this?

Please also consider the *health and safety* aspects:

For many years Dania Beach has been known as a tree friendly city. (Yes, Broward's oldest.) Trees are well known to lessen harmful vapors in the atmosphere. Students attending the two public and one private school in the area use Fortieth Avenue to attend classes. The increased housing proposed by the change in zoning automatically increases the population density and the local number of cars.. Fortieth Avenue will have to be widened and no doubt turning lanes will have to be added—all to the peril of these young and exuberant children going to, and coming home from, school. Do you want to be responsible for an increase in the likelihood of auto/children accidents?

Incidentally, in the 2000s when many unincorporated areas were forced to join an existing municipality, a team of our home owners organization went door to door in this area urging voters to choose Dania Beach over Hollywood in part because Dania Beach was a

smaller entity and likely a more responsive city to its citizens' wishes. Our door to door efforts prevailed. In this representative governance, the Shady Ridge Home Owners Association trusts you will reflect in a positive manner to the concerns we briefly enumerated.

Yours very truly,

Pete Shaw,
President
954 296-9115

FILE COPY

Wray, Macee

From: Lajoie, Corinne
Sent: Friday, July 21, 2017 12:01 PM
To: Wray, Macee
Subject: FW: FW: 40th ave Proposed town house development discussed at P&Z hearing on July 19th, 2017

Please print and add to the Dania Oaks rezoning file.
Thank you.

Corinne Lajoie, AICP, LEED GA
Planning and Zoning Manager
City of Dania Beach, FL

From: Bob Banks [mailto:rwbanksre@bellsouth.net]
Sent: Thursday, July 20, 2017 10:21 PM
To: Lajoie, Corinne
Subject: FW: FW: 40th ave Proposed town house development discussed at P&Z hearing on July 19th, 2017

At the P&Z hearing last night, about a dozen property owners from the SW 40 Ave neighborhood clearly and unanimously expressed our concern to the Board that increasing the density of the area would have a negative effect on safety, traffic, property values, and the (natural, rare and precious hammock we live in.

While the northern property adjacent to 5501 & 5525 SW 40 Ave was rezoned in 2015, no one I spoke to had been aware of that change before the meeting last night. (Mr. Mele did mention that the notification area has been expanded recently.) The proposed rezoning of 5501 & 5525 would allow for 22 new townhouses. However, combined with the northern property, 61 new townhouses would be added on about 5 acres where previously four homes stood or stand.

Every resident and homeowner along the SW 40th Ave corridor and connecting streets will be affected, not just those families within the notification area. The question is by how much?

Traffic Safety

Traffic patterns have changed thanks to GPS apps that are routing traffic to SW 40th Ave from 441 and even from I-95 when those roads are jammed. This is a new phenomenon exacerbated by the change of SW 35 Ave from a city street to a practically exclusive neighborhood road with circles, speed bumps, etc created to accommodate Maple Ridge and Oakridge. As a result, SW 40 Ave

already carries more traffic than it was intended for. What was a once neighborhood street, SW 40 Ave has become a main artery where 45 mph or more is common, and cars passing is a hazard to residents turning onto it.

Additionally, the Hardrock Hotel & Casino is an evolving entity with another 300-room hotel currently under construction plus hundreds of acres just south of Stirling Rd with unknown plans and impacts.

With that understanding of the traffic volume, please consider that scores of children walk to and from three schools along two-lane 40th Ave, which has no curb, barely a swale in some places and on the east side it has no actual sidewalk.

As these changes continue, 122 cars from 61 new townhouses would add to the congestion. Traffic accidents and injuries to children, walkers, bicyclists would increase. Perhaps the City can get accident rate information from the county Sheriff's department to determine if SW 40th Ave is already a high accident rate street.

Loss of Property Value

There may easily be millions of dollars of reduced property value, perhaps enough for the city to have a net tax loss even when the new townhouses come onto the tax rolls. Clearly with the approval of the expanded townhouse project, current property owners may lose millions of dollars so a developer can make millions of dollars. This developer would score big by purchasing two single-family homes and replacing them with 25 townhouses. Meanwhile, neighboring City of Dania homeowners grow their investment year-by-year, remodel-by-remodel, and are likely to lose value. How is that just?

Pandora's Box

Granting the requested change in density will encourage the same requests. That trend should be stopped now before townhouses and condo complexes choke SW 40 Ave to Stirling Rd.

Please let me know if this email constitutes receipt of a letter concerning this matter. If a hard copy is required, I will be glad to send it.

Robert Banks

3831 SW 56 Street

Dania Beach, fl 33312

954 401 8689

FILE COPY

Wray, Macee

From: Lajoie, Corinne
Sent: Wednesday, September 20, 2017 8:57 AM
To: Wray, Macee
Subject: FW: Planning & Zoning: SW 40th Ave

Please print and add a copy to the rezoning file and provide a copy to each Board member this evening.
Thank you.

Corinne Lajoie, AICP, LEED GA
Planning and Zoning Manager
City of Dania Beach, FL

-----Original Message-----
From: Patio Furniture Supplies Customer Service [mailto:megan@patiofurnituresupplies.com]
Sent: Tuesday, September 19, 2017 5:52 PM
To: Lajoie, Corinne
Subject: Planning & Zoning: SW 40th Ave

To whom it may concern:

My husband and I chose our single-family home two years ago amid other single-family homes in a single-family neighborhood. The developer also bought into this single-family neighborhood but only to build multi-family townhouses. Surely, they can be built where zoning already allows.

A few streets north of ours, apartments, townhouses and duplexes mix side-by-side with single-family homes in an unattractive hodge-podge disconnected from the majesty of the 150-year old trees that tower above them.

Rezoning more single-family properties is unnecessary as demonstrated on a property on the east side of SW 40th Ave just north of Stirling.
Construction of new single-family homes is providing development with a higher density than existed, but I believe it's still within the five units per acre allowed. I would not object to new construction of this sort on the property in question.

To allow the requested rezoning will be to let increased density seep even further south on SW 40th Ave. A For Sale sign large enough to imply "Investment" already stands south of the requested change. If the current developer's request is granted, changes to current zoning will be more easily obtained by other developers. And these 22 proposed townhouses will be 100s.

The fact that SW 40th Ave divides our home from the proposed development does not separate us into to different neighborhoods. SW 40th Ave is a modest two-lane street, not a six-lane Stirling Road, and we would reasonably expect mingling townhouses with existing single-family homes would cause values to drop. And in that case, the developer's profit would literally be at our expense.

Also, we are sympathetic to our neighbor whose property will be abutted on two sides by this new development.

I presume the petitioning developer purchased the properties knowing the allowed density, and he is entitled to ask for a zoning change. However, he is not a neighbor and will not be a resident of our community. We live here in part

because these are single-family homes. We didn't change the rules of the game when he bought into the neighborhood. I would be offended if he is allowed to do so.

Sincerely,

Megan Emery
3839 SW 56 Street
Dania Beach, FL 33312

FILE COPY

Wray, Macee

From:	Lajoie, Corinne
Sent:	Tuesday, September 19, 2017 4:32 PM
To:	Wray, Macee
Subject:	FW: Request for rezoning on SW 40th Avenue, 5471-5521
Attachments:	IMG_1760.JPG; IMG_1761.JPG

Please print this email. Add to the Dania Oaks rezoning file and make copies to hand out to the Planning and Zoning Board members tomorrow night.
Thank you.

Corinne Lajoie, AICP, LEED GA
Planning and Zoning Manager
City of Dania Beach, FL

From: Rosalind Hodges [mailto:puddyhodges@gmail.com]
Sent: Tuesday, September 19, 2017 4:16 PM
To: Lajoie, Corinne; James, Tamara
Cc: TIM RYAN
Subject: Request for rezoning on SW 40th Avenue, 5471-5521

Mayor James and Dania Zoning Board,

My husband, Perry Hodges, and I have lived at 3920 SW 56th Street, 33312, for thirty-four years. I spoke at a recent zoning board meeting against the request for rezoning the above mentioned property. We continue to oppose this rezoning request. There is no amount of information that will change our position on rezoning this property. Evidently the adjacent property was rezoned without notification to us and we are most disappointed about this.

We do not wish to live near multiple family housing. The traffic on 40th Avenue is already dangerous to pedestrian (including children walking to and from school) and vehicle traffic. I am attaching photos of a recent accident on 40th Avenue showing where a car entered my neighbor's yard, took down the fence, and crossed the area where her children play, disappearing into the foliage and fence on the back line. Fortunately the neighbors were in the house at the time. You can read the police report to see day, date, and time (July 27).The accident occurred during what is a regular backup of traffic on 40th Avenue.

At the last zoning meeting the developer agreed to do a traffic study after school started to get a realistic traffic picture. This study took place Labor Day week when many on our street and in the neighborhood were away for the holiday and/or evacuating for the hurricane. If the study included September 4th, 7th and 8th these were days school was not in session. It was not a usual traffic week.

The traffic on 40th Avenue has increased dramatically over recent years with the addition of the casino and multiple new traffic lights on 441. It is difficult many times to leave our street; adding excess housing will make it worse! Dania needs to work with Broward County to mitigate the traffic danger we already have. Passing zones between Griffin and Stirling should be eliminated. Greater law enforcement presence is needed. Eliminating unnecessary heavy trucks and equipment that are just passing through to avoid lights on 441 is a must! Years ago there were signs on the north and south ends of SW 40th between Griffin and Stirling that said NO THROUGH TRUCKS. Those signs should return. Traffic

safety precautions should be taken to help lessen the danger we have already but they will not eliminate additional danger created by adding excess housing access on this stretch of 40th Avenue.

By the way, I have received no written notice of the next zoning meeting to consider this issue. I believe the meeting is tomorrow night.

Marjorie Hodges
954-599-6866

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805-X3643
(954) 922-2687 Fax

RECEIVED
JUN 19 2017
Planning Department

Standard Development Application

- ☐ **Administrative Variance**
- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☒ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☐ **Other:** _____ *(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)*

Date Rec'd: _____

Petition No.: RZ-070-17

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application.
For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 5501 and 5525 SW 40th Avenue

Lot(s): Por Tract 9 Block: _____ Subdivision: Newman's Survey

Recorded Plat Name: Newman's Survey

Folio Number(s): 504136010400 and 0410 Legal Description: See attached

Applicant/Consultant/Legal Representative **(circle one)** Greenspoon Marder

Address of Applicant: 200 E. Broward Blvd., Ste 1800, Fort Lauderdale, FL 33301

Business Telephone: 954-491-1120 Home: _____ Fax: _____

E-mail address: dennis.mele@gmlaw.com copy to sarah.stewart@gmlaw.com

Name of Property Owner: BCD Dania Oaks, LLC

Address of Property Owner: 20900 NE 30th Avenue, Unit 200, Aventura, FL

Business Telephone: 305-749-0900 Home: _____ Fax: _____

Explanation of Request: Rezoning from RS-6000 to PRD-1 with allocation of 22 Flex units
*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: 2.47 Gross Acreage: 2.61 Prop. Square Footage: 107,752 sf

Existing Use: SFR Proposed Use: 36 townhouses

Is property owned individually, by a corporation, association, or a joint venture? Florida limited liability company

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Greenspoon Marder **(individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.**

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged

BCD DANIA OAKS, LLC

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 23 **DAY OF** 03 **, 20** 19

By:

Joel Bard
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____
(Signature of Notary Public – State of Florida **)**

NICOLAS VIDRET
Notary Public - State of Florida
Commission # FF 973669
My Comm. Expires Jul 7, 2020
Bonded through National Notary Assn.

Personally known + **or Produced Identification** _____

Type of identification produced: _____ **or Drivers License** _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

LEGAL DESCRIPTION:

THE SOUTH 85.00 FEET OF THE NORTH 714.50 FEET OF THE EAST 512.50 FEET OF TRACT 9, AND THE WEST 125 FEET OF THE SOUTH 212.50 FEET OF THE NORTH 927.00 FEET OF THE EAST 512.50 FEET OF TRACT 9, IN SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, OF NEWMAN'S SURVEY AS RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA; EXCEPTING THEREFROM THE EAST 35 FEET FOR ROAD RIGHT OF WAY.

AND

THE SOUTH 85.01 FEET OF THE NORTH 629.05 FEET OF THE EAST 512.5 FEET OF TRACT 9, IN SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, OF NEWMAN'S SURVEY AS RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA EXCEPTING THEREFROM THE EAST 35 FEET FOR ROAD RIGHT OF WAY.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3648
(954) 922-2687 Fax

RECEIVED
JUN 19 2017
Planning Department

Standard Development Application

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- ☐ **Land Use Amendment**
- ☐ **Plat**
- ☐ **Rezoning**
- ☐ **Site Plan**
- ☐ **Special Exception**
- ☐ **Variance**
- ☒ **Other:** Allocation of 22 Flexibility Units ***(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)***

Date Rec'd: ____

Petition No.: OE-072-17

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and **"Required Documentation"** checklist to determine the supplemental documents required with each application.
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Business Telephone: 954-491-1120 Home: ____ Fax: ____

E-mail address: dennis.mele@gmlaw.com copy to sarah.stewart@gmlaw.com

Name of Property Owner: BCD Dania Oaks, LLC

Address of Property Owner: 20900 NE 30th Avenue, Unit 200, Aventura, FL

Business Telephone: 305-749-0900 Home: ____ Fax: ____

Explanation of Request: Rezoning from RS-6000 to PRD-1 with allocation of 22 Flexibility units
*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: 2.47 Gross Acreage: 2.61 Prop. Square Footage: 107,752 sf

Existing Use: SFR Proposed Use: 36 townhouses

Is property owned individually, by a corporation, association, or a joint venture? Florida limited liability company

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Greenspoon Marder **(individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.**

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

BCD DANIA OAKS, LLC

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 08 **DAY OF** JUNE **, 20** ~~18~~ 17

By:

JOEL BARY
(Print name of person acknowledging)

_____
(Joint owner signature if applicable)

Notary _____
(Signature of Notary Public – State of Florida**)**

NICOLAS VIDRET
Notary Public - State of Florida
Commission # FF 973669
My Comm. Expires Jul 7, 2020
Bonded through National Notary Assn.

Personally known _____ **or Produced Identification** NL

Type of identification produced: _____ **or Drivers License** NL

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

South Parcels

The South 85.00 feet of the North 714.50 feet of the East 512.50 feet of Tract 9, and the West 125 feet of the South 212.50 feet of the North 927.00 feet of the East 512.50 feet of Tract 9, in Section 36, Township 50 South, Range 41 East of Newman's Survey, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida; said land situate, lying and being in Broward County, Florida; excepting therefrom the East 35 feet for road right-of-way.

AND:

The South 85.01 feet of the North 629.05 feet of the East 512.5 feet of Tract 9, in Section 36, Township 50 South, Range 41 East of Newman's Survey, as recorded in Plat Book 2. Page 26, of the Public Records of Miami-Dade County, Florida; said land situate, lying and being in Broward County, Florida; excepting therefrom the East 35 feet for road right-of-way.

GreenspoonMarder

Sarah Stewart, AICP
PNC Building
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Phone: 954.491.1120
Direct Phone: 954.214.8952
Email: sarah.stewart@gmlaw.com

May 25, 2017

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33304

Re: Oaks Place Rezoning to PRD-1 with allocation of 22 Flexibility Units

Oaks Place is a proposed development of 61 townhomes on 4.67 acres of land located at 5471-5521 SW 40th Avenue in the City of Dania Beach. THB, Inc. is submitting this Application for Rezoning to the City of Dania Beach together with applications for Site Plan Approval and for approval of the Oaks Place Plat.

The Rezoning is being requested on a parcel of land which contains 2.47 acres. This parcel is being developed with an adjacent parcel which is currently zoned PRD-1. The combined parcel contains 4.67 acres net, 5.13 acres gross.

This Development meets the criteria outlined in Paragraph E of Section 105-220 of the Dania Beach Code of Ordinances outlined below:

1. The site development plan shall be consistent with the comprehensive plan and where applicable, the community redevelopment area plan.

Objective I
Land development regulations shall be maintained which promote orderly growth, development and placement of land uses, which will encourage a mix of residential types and provide good quality of life for the residents of the City of Dania Beach.

Policy 1.1 Provide for a mix of residential communities which will promote a diverse population and a healthy environment.

Policy 3.3 Dania Beach shall provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents.

The proposed Oaks Place will provide quality moderate income housing to the area. Also, the applicant will be paying park impact fees in order to satisfy the park requirements.

> *OBJECTIVE VIII*
> *New growth and development will only be permitted where services are available and meet the level of service standards of the Comprehensive Plan thereby eliminating urban sprawl.*
>
> *Policy 8.1 Adequate drainage and stormwater management shall be provided for all development.*

The proposed Oaks Place is located in a residential area where services are available and meet the level of service standards of the Comprehensive Plan. Adequate drainage and stormwater management has been provided on the site plan for the development.

2. The site development plan shall provide for an effective and unified treatment of the development possibilities on the project site.

This development will be a unified community of residential units with amenities such as open space, clubhouse, and pool for residents.

3. Application of the principles of new urbanism is encouraged where appropriate with respect to the location of parking, building orientation and open space.

New urbanism is an urban design movement which promotes environmentally friendly habits by creating walkable neighborhoods. With the ever diminishing land area in South Florida, a compact townhouse development, with amenities located within the development, encourages the residents to enjoy their surroundings. Many of the existing trees will be preserved making Oaks Place a desirable community for the citizens of Dania Beach.

4. The design of buildings and parking facilities shall take advantage of the natural features and topography of the project site, where appropriate.

The design of Oaks Place takes advantage of the tree canopy that exists on the property. The neighborhood is designed to preserve as many of the existing trees and other vegetation as possible. Also existing specimen trees are being relocated where possible.

5. All buildings shall be arranged so as to be accessible to emergency vehicles.

The site has been designed so that every structure is accessible to emergency vehicles.

6. Existing specimen trees shall, to the greatest extent possible, be preserved or relocated on site and integrated into the landscape plan.

The design of Oaks Place takes advantage of the tree canopy that exists on the property. The neighborhood is designed to preserve as many of the existing trees and other vegetation as possible. Also existing specimen trees are being relocated where possible.

7. Roads, pedestrian walks and open space shall be designed as integral parts of an overall site design.

This development has been designed as a cohesive development, with roads, pedestrian walks and open space easily accessible to the residents.

8. Parking areas shall be landscaped and screened from public view to mitigate their visual impact

Oaks Place has been designed so that all surface parking is interior to the site and will be screened from public view with landscape features.

9. Parking areas shall be designed with careful regard to orderly arrangement, landscaping and ease of access, and shall be developed as an integral part of an overall site design.

Parking for Oaks Place is a mixture of garage and surface parking. Most of the parking is included in the individual units. Parking areas have been designed to be accessible, and an integral part of the site plan.

10. The site development plan shall be designed to be compatible with existing and conforming development, and proposed development in the area surrounding the project site.

Oaks Place will be a quality development for Dania Beach. With diminishing land availability in South Florida, this townhouse development will an asset to the community.

We are requesting the allocation of 25 flexibility units to the site. As stated above, this parcel is being developed as part of a combined site which includes an adjacent parcel which is currently zoned PRD-1. The combined parcel contains 4.67 acres net, 5.07 acres gross. The combined site will include 61 townhouse units for a combined density of 12 du/ac. The zoning Code allows for a maximum density of 16 du/ac for townhouse developments.

Very truly yours,

GREENSPOON MARDER, P.A.

Sarah Stewart, AICP

GreenspoonMarder

Sarah Stewart, AICP
PNC Building
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Direct Phone: 954.214.8952
Email: sarah.stewart@gmlaw.com

OCT 12 2017
Planning
Development

October 12, 2017

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33304

Re: Oaks Place Rezoning to PRD-1 with allocation of 22 Flexibility Units

Oaks Place is a proposed development of 61 townhomes on 4.67 acres of land located at 5471-5521 SW 40th Avenue in the City of Dania Beach. THB, Inc. is submitting this Application for Rezoning to the City of Dania Beach together with applications for Site Plan Approval and for approval of the Oaks Place Plat.

The Rezoning is being requested on a parcel of land which contains 2.47 acres. This parcel is being developed with an adjacent parcel which is currently zoned PRD-1. The combined parcel contains 4.67 acres net, 5.13 acres gross.

This Development meets the criteria outlined in Section 645-40 (A) of the Dania Beach Code of Ordinances outlined below:

1. The request is consistent with the City's Comprehensive Plan.

Objective I
Land development regulations shall be maintained which promote orderly growth, development and placement of land uses, which will encourage a mix of residential types and provide good quality of life for the residents of the City of Dania Beach.

Policy 1.1 Provide for a mix of residential communities which will promote a diverse population and a healthy environment.

Policy 3.3 Dania Beach shall provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents.

The proposed Oaks Place will provide quality moderate income housing to the area. Also, the applicant will be paying park impact fees in order to satisfy the park requirements.

> *OBJECTIVE VIII*
> *New growth and development will only be permitted where services are available and meet the level of service standards of the Comprehensive Plan thereby eliminating urban sprawl.*
>
> *Policy 8.1 Adequate drainage and stormwater management shall be provided for all development.*

The proposed Oaks Place is located in a residential area where services are available and meet the level of service standards of the Comprehensive Plan. Adequate drainage and stormwater management has been provided on the site plan for the development.

2. The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the City Commission.

There are no existing redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the City Commission in the area of the property that is the subject of this Application.

3. The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and

Quite the contrary – there are 8 developments on or near the east boundary of SW 40th Street and within ½ mile of the property being rezoned, that have an average of 18.5 dwelling units per acre. The established single family community is on the east side of SW 40th.

a. The request furthers the City's Adopted community redevelopment Plan, if applicable;

There is no adopted community redevelopment plan for this area.

b. An error or ambiguity must be corrected; or

There is no error or ambiguity to be corrected.

c. There exists changed or changing conditions which make approval of the request appropriate; or

As stated above, there are there are 8 developments on or near the east boundary of SW 40th Street and within ½ mile of the property being rezoned, that have an average of 18.5 dwelling units per acre. The established single family community is on the east side of SW 40th. Our development is a reasonable use of this site.

d. Substantial reasons exist why the property cannot be used in accordance with existing zoning; or

With the predominance of multi-family communities on the west side of SW 40th Avenue, it is unlikely that this property would be appealing to single family ownership.

e. the rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

Again, there are there are 8 developments on or near the east boundary of SW 40th Street and within ½ mile of the property being rezoned, that have an average of 18.5 dwelling units per acre. The established single family community is on the east side of SW 40th. This new development will be the highest (tax revenue) and best use of this property.

Oaks Place will be a quality development for Dania Beach. With diminishing land availability in South Florida, this new townhouse development will an asset to the community.

We are requesting the allocation of 22 flexibility units to the site. As stated above, this parcel is being developed as part of a combined site which includes an adjacent parcel which is currently zoned PRD-1. The combined parcel contains 4.67 acres net, 5.07 acres gross. The combined site will include 61 townhouse units for a combined density of 12 du/ac. The zoning Code allows for a maximum density of 16 du/ac for townhouse developments.

Very truly yours,

GREENSPOON MARDER, P.A.

Sarah Stewart, AICP
Land Planner

Thomas A. Hall, Inc.
1355 Adams Street
Hollywood, FL 33019
954-288-4447
tomhall1234@gmail.com

RECEIVED
OCT 05 2017
Planning
Department

October 2, 2017

Joel Bary
20900 NE 30th Avenue
Miami, FL 33180

RE: Oaks Place Additional Traffic Services
Project No. 201649.02

Dear Mr. Bary:

As requested, Thomas A. Hall, Inc. has completed a review of existing traffic conditions along SW 40th Avenue, SW 54th Court, and SW 56th Street in the City of Dania Beach, Florida. The basis of the traffic review was 24-hour traffic counts collected on SW 40th Avenue, on SW 54th Court and on SW 56th Street. The traffic counts collected on SW 40th Avenue also included measurement of vehicle speeds.

Study Purpose
At a meeting with area residents on August 1, 2017 it was learned that residents were very concerned with traffic on SW 40th Avenue in particular, as well as other neighborhood roadways. It was their contention that SW 40th Avenue and, to a lesser extent, SW 54th Court, are being used by traffic from the Hard Rock Casino that wished to avoid SR 7. With the addition of the traffic to be generated by the proposed Dania Oaks project, residents believed that delays, traffic intrusion and hazardous driving conditions would merely increase. This study was commissioned to determine the existing conditions and what might be done to reduce the attractiveness of SW 40th Avenue as an alternative route for Hard Rock Casino traffic.

Data Collection
Twenty-four-hour, bi-directional, machine counts were collected on Tuesday, September 5, 2017, at the following three locations:

1. SW 40th Avenue between SW 54th Court and SW 56th Street
2. SW 54th Court west of SW 40th Avenue
3. SW 56th Street east of SW 40th Avenue.

Copies of the traffic counts are enclosed.

A field review of the studied roadways was conducted on September 18, 2017 to obtain roadway characteristics such as lane widths, pavement markings and signing.

Existing Roadway Conditions
SW 56th Street is a two-lane, median-divided, east-west local street with no posted speed limit. It forms a "T" intersection with SW 40th Avenue to the west and ends in a cul-de-sac to the east.

SW 54th Court is a two-lane, undivided, east-west local street with a posted speed limit of 30 mph. It connects to SR 7 to the west where the intersection is traffic signal controlled. West of SR 7, it is the entrance/exit to the Hard Rock Casino's parking garage.

SW 40th Avenue is a two-lane, undivided, north-south local collector roadway with a posted speed limit of 30 mph. It widens to the north to include a left-turn lane and a median.

Traffic Volumes
As the enclosed traffic counts demonstrate, traffic volumes on the studied roadways are typical of each roadway's use. SW 56th Street has extremely low traffic volumes, which is to be expected of a one-to-two-block-long residential street. In the morning peak hour, the two-way traffic volume was merely 14 vehicles. In the afternoon peak hour, the two-way volume was only 21 vehicles. This roadway segment will be minimally affected by the proposed development.

SW 54th Court, which connects SR 7 to SW 40th Avenue, had moderately higher traffic volumes with a morning peak-hour, two-way volume of 159 vehicles. The afternoon peak-hour, two-way volume was 162 vehicles. These traffic volumes are approximately ten times the volumes found on SW 56th Street and reflect the heightened profile of the roadway.

SW 40th Avenue, as a collector roadway, would be expected to carry the highest volume of the three studied roadways and, in fact, it does. The morning peak hour occurred between 7:30 a.m. and 8:30 a.m. and the afternoon peak hour occurred between 5:00 p.m. and 6:00 p.m. The two-way traffic on SW 40th Avenue was 1,066 vehicles in the morning peak hour and 1,237 vehicles in the afternoon peak hour.

It isn't surprising that SW 40th Avenue has much higher traffic volumes. As a parallel facility to SR 7 running from Miami-Dade County north to Griffin Road, it is a relatively significant collector roadway. Portions of the roadway have been widened and even had a median added to increase roadway capacity. However, the studied roadway link has had none of these capacity improvements.

Project Trip Generation
Tables 1, 2 and 3 provide the trip generation estimates for the proposed Oaks Place development. Table 1 shows the daily trip generation, Table 2 shows the morning peak-hour trip generation and Table 3 shows the afternoon peak-hour trip generation. Oaks Place is expected to generate 430 daily trips, 36 morning peak-hour trips and 41 afternoon peak-hour trips.

The Oaks Place project trips were distributed to the three studied roadways as follows: 100% of the project trips were assumed to be on SW 40th Avenue between SW 56th Street and SW 54th Court, 40% of the project trips were assumed to be on SW 54th Court west of SW 40th Avenue, and 1% were assumed to be on SW 56th Street east of SW 40th Avenue. Note that, even with 100% of the project trips on SW 40th Avenue, the project trips are equivalent to a mere three (3) percent of the existing traffic on SW 40th Avenue whether considering the daily total volume or just the peak hours of the day.

Capacity Analysis
Table 4 – Morning Peak Hour Roadway Link Capacity Analysis shows the roadway link capacity of each of the three studied roadways. As the table reveals, all of the studied roadways currently operate well below their Level of Service (LOS) "D" maximum service volume in the morning peak hour. As the table shows, the addition of Oaks Place project trips doesn't change the roadway link capacity.

Table 5 – Afternoon Peak Hour Roadway Link Capacity Analysis shows the roadway link capacity of the three studied roadways in the afternoon peak hour of the day. The roadway link capacity analysis remains at a good LOS "C" for all studied roadways. Notice again that the addition of Oaks Place traffic has no effect upon roadway levels of service.

SW 40th Avenue Travel Speeds

As a review of the enclosed traffic counts for SW 40th Avenue will show, travel speeds were measured for 24 hours. The two most accepted methods for determining "appropriate" travel speeds are the 85th Percentile and the Ten-Mile Pace.

The 85th Percentile method simply assumes that the travel speed adopted by 85 percent of the drivers on a roadway is representative of the travel speed that generally fits the roadway conditions. The two-way 85th Percentile speed along SW 40th Avenue was determined to be 38.3 mph, which is well above the posted speed limit of 30 mph.

The Ten-Mile Pace is that ten mph range of travel speeds that contains the highest number of vehicles. In the case of SW 40th Avenue, the two-way Ten-Mile Pace occurred between 25 and 34 mph. Many speed limits around the country are set on the basis of the upper limit of the Ten-Mile Pace, which in this case would be 34 mph. this, again, is well above the posted speed limit of 30 mph.

Based on the speed study data contained in the traffic counts for SW 40th Avenue, it is apparent that a significant percentage of vehicles are traveling well above the posted speed limit. This is an indication that drivers perceive the roadway, with its open shoulders and straight alignment, to be safe at these higher speeds.

Traffic Calming Measures

There is no speed limit on SW 40th Avenue between SW 54th Court and SW 56th Street—signs posting the acceptable speed for this right of way would be helpful in controlling the speed of vehicles.

The Federal Highway Administration (FHWA) has been a leader in testing traffic calming devices over the last 25 years. Common traffic calming devices include: roundabouts, traffic circles, chicanes, speed tables (humps), lane narrowing, etc. Speed humps have been used widely in South Florida to encourage lower travel speeds on local streets. Horizontal curves, such as those introduced by chicanes, seem less discomforting to many drivers.

In our field review of SW 40th Avenue, it was noted that there are relatively wide, open shoulders on both sides of the roadway and no curb and gutter. Such wide open spaces encourage higher travel speeds because drivers don't feel much "friction" from objects near their travel lanes.

It is recommended that two traffic calming measures be considered as first steps for implementation along SW 40th Avenue in the study area. First, a small lane narrowing could be created using a slight chicane at one or more locations. Since SW 40th Avenue is 22 feet wide, it is recommended that the road be narrowed another two (2) feet for a total roadway width of 20 feet. Second, shrubbery that grows no higher than 30 inches could be planted along both sides of the roadway to further narrow the roadway visually. The enclosed **Figure 1 – Traffic Calming Measures** provides a graphic sample of how these traffic calming measures might be installed along SW 40th Avenue.

Conclusion and Recommendations

Based on the data and analyses discussed above, it is concluded that SW 40th Avenue currently carries traffic volumes in the afternoon peak hour that are substantially higher than the other studied roadways. Further, both 85th Percentile and Ten-Mile Pace vehicular travel speeds along SW 40th Avenue exceed the posted speed limit. For these reasons, it is recommended that traffic calming devices such as lane narrowing chicanes, constructed of simple pavement markings and shrubbery planted along the roadway edge should be considered for implementation. It is further recommended that a follow-up speed study should be conducted at least six weeks after the installation of the recommended traffic calming measures

to determine whether the traffic calming is working. If it is not, a further step, the installation of Broward County standard design speed humps should also be considered for installation in the study area.

Should you have any questions or comments regarding this study or its findings, please do not hesitate to contact this office.

Very truly yours,

Thomas A. Hall
President

10-3-17

Dan A. Tintner, P.E.
FL Registration No. 39656
814 S. Military Trail
Deerfield Beach, FL 33442

TAH/kh

DAN ALLEN TINTNER
LICENSE
No. 39656
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Traffic Survey Specialists, Inc.
Daily Vehicle Volume Report

Study Date: Tuesday, 09/05/2017
Unit ID:
Location: SW 54th Court West of SW 40th Avenue
Comments: Danla Beach, Florida

	Eastbound Volume	Westbound Volume	Total Volume
00:00 - 00:14	8	5	13
00:15 - 00:29	2	0	2
00:30 - 00:44	2	2	4
00:45 - 00:59	5	3	8
01:00 - 01:14	0	1	1
01:15 - 01:29	2	1	3
01:30 - 01:44	3	2	5
01:45 - 01:59	0	1	1
02:00 - 02:14	1	3	4
02:15 - 02:29	6	2	8
02:30 - 02:44	1	5	6
02:45 - 02:59	0	0	0
03:00 - 03:14	0	0	0
03:15 - 03:29	0	0	0
03:30 - 03:44	1	0	1
03:45 - 03:59	0	0	0
04:00 - 04:14	1	0	1
04:15 - 04:29	0	0	0
04:30 - 04:44	1	1	2
04:45 - 04:59	0	0	0
05:00 - 05:14	3	0	3
05:15 - 05:29	3	1	4
05:30 - 05:44	6	2	8
05:45 - 05:59	2	3	5
06:00 - 06:14	6	3	9
06:15 - 06:29	6	0	6
06:30 - 06:44	8	13	21
06:45 - 06:59	16	3	19
07:00 - 07:14	13	11	24
07:15 - 07:29	19	16	35
07:30 - 07:44	17	20	37
07:45 - 07:59	20	26	46
08:00 - 08:14	17	22	39
08:15 - 08:29	15	11	26
08:30 - 08:44	22	10	32
08:45 - 08:59	26	14	40
09:00 - 09:14	21	12	33
09:15 - 09:29	26	13	39
09:30 - 09:44	5	7	12
09:45 - 09:59	13	14	27
10:00 - 10:14	13	13	26
10:15 - 10:29	15	5	20
10:30 - 10:44	18	2	20
10:45 - 10:59	6	2	8
11:00 - 11:14	6	10	16
11:15 - 11:29	10	7	17
11:30 - 11:44	15	16	31
11:45 - 11:59	10	13	23
12:00 - 12:14	16	12	28
12:15 - 12:29	10	2	12
12:30 - 12:44	13	14	27
12:45 - 12:59	9	8	17

Traffic Survey Specialists, Inc.

Daily Vehicle Volume Report

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 54th Court West of SW 40th Avenue

Comments: Dania Beach, Florida

	Eastbound Volume	Westbound Volume	Total Volume
13:00 - 13:14	10	14	24
13:15 - 13:29	14	9	23
13:30 - 13:44	18	5	23
13:45 - 13:59	12	11	23
14:00 - 14:14	17	15	32
14:15 - 14:29	12	22	34
14:30 - 14:44	21	13	34
14:45 - 14:59	23	13	36
15:00 - 15:14	13	15	28
15:15 - 15:29	22	14	36
15:30 - 15:44	25	19	44
15:45 - 15:59	19	16	35
16:00 - 16:14	22	19	41
16:15 - 16:29	15	14	29
16:30 - 16:44	27	13	40
16:45 - 16:59	17	15	32
17:00 - 17:14	24	16	40
17:15 - 17:29	21	21	42
17:30 - 17:44	24	15	39
17:45 - 17:59	18	14	32
18:00 - 18:14	23	26	49
18:15 - 18:29	23	13	36
18:30 - 18:44	23	12	35
18:45 - 18:59	16	14	30
19:00 - 19:14	19	11	30
19:15 - 19:29	10	7	17
19:30 - 19:44	10	12	22
19:45 - 19:59	10	13	23
20:00 - 20:14	14	12	26
20:15 - 20:29	10	8	18
20:30 - 20:44	9	7	16
20:45 - 20:59	9	6	15
21:00 - 21:14	10	6	16
21:15 - 21:29	17	9	26
21:30 - 21:44	12	7	19
21:45 - 21:59	10	5	15
22:00 - 22:14	10	5	15
22:15 - 22:29	6	3	9
22:30 - 22:44	4	1	5
22:45 - 22:59	2	6	8
23:00 - 23:14	2	3	5
23:15 - 23:29	6	3	9
23:30 - 23:44	10	3	13
23:45 - 23:59	7	3	10
Totals	1084	819	1903
AM Peak Time	08:30 - 09:29	07:12 - 08:11	07:14 - 08:13
AM Peak Volume	95	86	159
PM Peak Time	16:23 - 17:22	17:15 - 18:14	16:39 - 17:38
PM Peak Volume	92	76	162

Traffic Survey Specialists, Inc.

Daily Vehicle Volume Report

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 54th Court West of SW 40th Avenue

Comments: Dania Beach, Florida

Traffic Survey Specialists, Inc.
Daily Vehicle Volume Report

Study Date: Tuesday, 09/05/2017
Unit ID:
Location: SW 56th Street East of SW 40th Avenue
Comments: Dania Beach, Florida

	Eastbound Volume	Westbound Volume	Total Volume
00:00 - 00:14	0	0	0
00:15 - 00:29	0	0	0
00:30 - 00:44	0	0	0
00:45 - 00:59	0	0	0
01:00 - 01:14	0	0	0
01:15 - 01:29	0	0	0
01:30 - 01:44	0	0	0
01:45 - 01:59	0	0	0
02:00 - 02:14	0	0	0
02:15 - 02:29	0	0	0
02:30 - 02:44	0	0	0
02:45 - 02:59	0	0	0
03:00 - 03:14	0	0	0
03:15 - 03:29	0	0	0
03:30 - 03:44	0	0	0
03:45 - 03:59	0	0	0
04:00 - 04:14	0	0	0
04:15 - 04:29	0	0	0
04:30 - 04:44	0	0	0
04:45 - 04:59	0	0	0
05:00 - 05:14	0	0	0
05:15 - 05:29	0	0	0
05:30 - 05:44	0	0	0
05:45 - 05:59	2	2	4
06:00 - 06:14	0	0	0
06:15 - 06:29	0	0	0
06:30 - 06:44	0	2	2
06:45 - 06:59	0	1	1
07:00 - 07:14	1	2	3
07:15 - 07:29	0	3	3
07:30 - 07:44	0	0	0
07:45 - 07:59	0	2	2
08:00 - 08:14	2	1	3
08:15 - 08:29	2	5	7
08:30 - 08:44	1	1	2
08:45 - 08:59	0	0	0
09:00 - 09:14	1	0	1
09:15 - 09:29	1	1	2
09:30 - 09:44	2	1	3
09:45 - 09:59	0	3	3
10:00 - 10:14	1	0	1
10:15 - 10:29	0	1	1
10:30 - 10:44	1	0	1
10:45 - 10:59	1	1	2
11:00 - 11:14	3	0	3
11:15 - 11:29	2	0	2
11:30 - 11:44	1	3	4
11:45 - 11:59	1	2	3
12:00 - 12:14	1	2	3
12:15 - 12:29	2	2	4
12:30 - 12:44	1	3	4
12:45 - 12:59	0	0	0

Traffic Survey Specialists, Inc.
Daily Vehicle Volume Report

Study Date: Tuesday, 09/05/2017
Unit ID:
Location: SW 56th Street East of SW 40th Avenue
Comments: Dania Beach, Florida

	Eastbound Volume	Westbound Volume	Total Volume
13:00 - 13:14	1	0	1
13:15 - 13:29	0	0	0
13:30 - 13:44	2	0	2
13:45 - 13:59	1	1	2
14:00 - 14:14	0	1	1
14:15 - 14:29	1	1	2
14:30 - 14:44	2	0	2
14:45 - 14:59	3	0	3
15:00 - 15:14	2	2	4
15:15 - 15:29	0	2	2
15:30 - 15:44	1	2	3
15:45 - 15:59	2	1	3
16:00 - 16:14	2	5	7
16:15 - 16:29	2	4	6
16:30 - 16:44	0	0	0
16:45 - 16:59	2	2	4
17:00 - 17:14	3	0	3
17:15 - 17:29	4	3	7
17:30 - 17:44	3	1	4
17:45 - 17:59	1	1	2
18:00 - 18:14	2	5	7
18:15 - 18:29	3	1	4
18:30 - 18:44	1	0	1
18:45 - 18:59	1	0	1
19:00 - 19:14	1	1	2
19:15 - 19:29	6	4	10
19:30 - 19:44	6	0	6
19:45 - 19:59	0	1	1
20:00 - 20:14	0	1	1
20:15 - 20:29	0	0	0
20:30 - 20:44	1	2	3
20:45 - 20:59	1	2	3
21:00 - 21:14	1	1	2
21:15 - 21:29	0	0	0
21:30 - 21:44	2	0	2
21:45 - 21:59	0	3	3
22:00 - 22:14	1	0	1
22:15 - 22:29	1	0	1
22:30 - 22:44	0	0	0
22:45 - 22:59	1	1	2
23:00 - 23:14	0	0	0
23:15 - 23:29	0	0	0
23:30 - 23:44	0	0	0
23:45 - 23:59	0	0	0
Totals	86	86	172
AM Peak Time	10:21 - 11:20	07:28 - 08:27	07:43 - 08:42
AM Peak Volume	7	9	14
PM Peak Time	18:45 - 19:44	15:27 - 16:26	17:16 - 18:15
PM Peak Volume	14	13	21

Traffic Survey Specialists, Inc.

Daily Vehicle Volume Report

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 56th Street East of SW 40th Avenue

Comments: Dania Beach, Florida

Printed: 09/07/2017 at 10:50
TrafficViewer Pro v1.6.4.124

PicoCount 4500 V2.35 (s/n# 15052264)

Traffic Survey Specialists, Inc.

Daily Northbound Speeds (MPH)

NB: There is no posted speed. A resident supplied this information.

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 40th Avenue Between SW 54th Ct & 56th St

Posted Speed: 30

Comments: Dania Beach, Florida

	0-10	10-15	15-20	20-25	25-30	30-35	35-38	38-41	41-44	44-47	47-50	50-53	53-56	56-59	59-99	Total
00:00 - 00:14	0	0	0	0	1	3	0	1	2	0	0	0	0	0	0	7
00:15 - 00:29	0	0	0	0	2	2	1	1	3	2	0	1	0	0	0	12
00:30 - 00:44	0	0	0	0	1	0	1	3	0	1	0	0	0	0	0	6
00:45 - 00:59	0	0	0	0	0	3	0	1	2	3	0	0	0	0	0	9
01:00 - 01:14	0	0	0	0	0	4	2	1	0	1	0	0	0	0	0	8
01:15 - 01:29	0	0	0	0	0	1	1	2	3	1	0	0	0	0	0	8
01:30 - 01:44	0	0	0	0	1	2	2	0	0	1	0	0	0	0	0	6
01:45 - 01:59	0	0	0	0	0	2	2	3	2	0	0	0	0	0	0	9
02:00 - 02:14	0	0	0	0	0	0	0	2	0	1	1	0	0	0	0	4
02:15 - 02:29	0	0	0	0	1	2	1	1	1	2	0	0	0	0	0	8
02:30 - 02:44	0	0	0	0	1	2	1	1	2	2	0	1	0	0	0	10
02:45 - 02:59	0	0	0	0	0	0	1	1	0	2	0	0	0	0	0	4
03:00 - 03:14	0	0	0	0	0	1	2	1	1	0	0	0	0	0	0	5
03:15 - 03:29	0	0	0	0	0	1	0	1	1	2	1	1	0	0	0	7
03:30 - 03:44	0	0	0	0	1	0	2	1	1	0	0	0	0	1	0	6
03:45 - 03:59	0	0	0	0	0	1	0	1	2	1	1	0	0	0	0	6
04:00 - 04:14	0	0	0	0	0	0	1	1	0	4	0	2	0	0	0	8
04:15 - 04:29	0	0	0	0	0	2	2	2	2	0	1	0	0	0	0	9
04:30 - 04:44	0	0	0	0	0	2	0	1	3	0	2	0	0	0	0	8
04:45 - 04:59	0	0	0	0	0	1	1	4	5	2	0	1	0	0	0	14
05:00 - 05:14	0	0	0	0	0	2	2	1	2	4	1	1	0	0	2	15
05:15 - 05:29	0	0	0	0	1	1	4	3	2	0	3	1	1	0	0	16
05:30 - 05:44	0	0	0	0	0	1	7	7	3	0	2	0	0	1	0	21
05:45 - 05:59	0	0	1	0	0	7	4	4	5	1	0	0	0	0	0	22
06:00 - 06:14	0	0	0	3	4	3	3	3	1	1	0	0	0	0	0	18
06:15 - 06:29	0	0	1	0	13	15	9	11	5	1	0	2	0	0	0	57
06:30 - 06:44	0	0	0	0	15	23	9	14	3	0	0	0	0	1	0	65
06:45 - 06:59	0	0	3	4	24	17	3	3	0	0	0	0	0	0	0	54
07:00 - 07:14	0	2	10	13	22	12	3	1	0	0	1	0	0	0	0	64
07:15 - 07:29	1	18	31	20	11	2	1	0	0	0	0	0	0	0	0	84
07:30 - 07:44	3	20	32	33	22	2	1	0	1	0	0	1	0	0	0	115
07:45 - 07:59	5	9	45	58	31	12	0	0	0	0	1	0	0	0	1	162
08:00 - 08:14	4	17	16	58	50	35	3	3	1	0	0	1	0	0	1	189
08:15 - 08:29	0	0	4	14	36	40	17	5	5	1	0	0	0	0	0	122
08:30 - 08:44	0	3	1	8	30	25	10	8	3	0	0	0	0	0	0	88
08:45 - 08:59	4	12	7	11	41	26	10	6	1	0	2	0	0	0	1	121
09:00 - 09:14	0	2	3	2	21	33	20	13	7	1	0	1	0	0	0	103
09:15 - 09:29	3	0	0	4	34	46	12	4	5	2	1	1	0	0	0	112
09:30 - 09:44	0	0	4	8	23	47	14	8	2	1	1	0	0	0	0	108
09:45 - 09:59	0	0	1	10	20	42	6	10	5	1	1	0	0	0	0	96
10:00 - 10:14	0	0	0	3	22	47	18	11	4	0	0	0	0	0	0	105
10:15 - 10:29	0	0	0	0	33	33	15	6	2	0	0	0	0	0	0	89
10:30 - 10:44	1	0	1	0	32	29	15	7	4	5	1	0	0	0	0	95
10:45 - 10:59	2	0	0	0	23	28	15	9	5	2	0	0	0	0	0	84
11:00 - 11:14	0	0	0	9	12	19	14	10	2	1	0	1	0	0	0	68
11:15 - 11:29	0	1	1	6	20	32	10	9	1	2	0	0	0	0	0	82
11:30 - 11:44	0	3	4	9	16	49	9	16	2	2	0	0	0	0	0	110
11:45 - 11:59	0	0	0	3	13	44	17	17	4	0	0	0	0	0	0	98
12:00 - 12:14	0	0	0	1	14	34	23	15	5	2	0	0	0	0	0	94
12:15 - 12:29	0	0	0	1	5	37	21	14	5	1	0	0	0	1	1	86
12:30 - 12:44	0	1	1	3	21	41	13	6	1	0	0	0	0	0	2	89

Traffic Survey Specialists, Inc.

Daily Northbound Speeds (MPH)

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 40th Avenue Between SW 54th Ct & 56th St

Posted Speed: 30

Comments: Dania Beach, Florida

	0-10	10-15	15-20	20-25	25-30	30-35	35-38	38-41	41-44	44-47	47-50	50-53	53-56	56-59	59-99	Total
12:45 - 12:59	0	0	0	0	20	48	9	7	5	2	1	1	0	0	0	93
13:00 - 13:14	0	0	1	8	11	44	16	10	3	3	1	0	0	0	0	97
13:15 - 13:29	0	0	0	2	11	41	11	11	7	1	0	0	0	1	1	86
13:30 - 13:44	0	0	0	0	6	21	29	16	4	2	0	0	0	0	0	78
13:45 - 13:59	0	2	6	7	15	29	11	12	5	0	1	1	0	0	1	90
14:00 - 14:14	0	13	14	18	33	14	3	1	0	0	0	0	0	0	0	96
14:15 - 14:29	2	17	23	41	22	8	0	1	0	0	0	0	0	0	1	115
14:30 - 14:44	0	0	5	21	21	22	5	11	1	1	0	0	0	0	1	88
14:45 - 14:59	0	7	16	30	26	15	3	2	0	0	0	0	0	0	0	99
15:00 - 15:14	0	7	8	27	36	22	6	4	1	3	0	0	1	0	0	115
15:15 - 15:29	0	0	9	6	72	65	13	3	2	0	0	0	0	0	0	170
15:30 - 15:44	6	22	11	14	11	3	3	1	0	0	0	0	0	0	2	73
15:45 - 15:59	0	4	4	11	29	34	10	8	1	0	0	0	0	0	0	101
16:00 - 16:14	0	2	3	16	38	48	13	10	4	0	1	0	0	0	0	135
16:15 - 16:29	1	0	4	10	39	54	16	7	2	1	0	1	0	0	0	135
16:30 - 16:44	4	9	6	11	25	40	10	6	1	1	0	1	0	0	0	114
16:45 - 16:59	1	0	0	9	32	58	12	8	3	1	1	0	0	0	0	125
17:00 - 17:14	0	1	5	38	39	30	9	3	8	2	2	0	0	0	0	137
17:15 - 17:29	0	0	0	29	44	48	14	12	1	0	0	0	0	0	1	149
17:30 - 17:44	2	2	3	25	25	63	13	5	4	0	0	1	0	0	0	143
17:45 - 17:59	0	1	2	5	45	76	11	12	1	1	0	0	0	0	0	154
18:00 - 18:14	0	0	0	13	40	60	18	6	1	0	1	0	0	0	1	140
18:15 - 18:29	0	1	4	7	35	42	27	11	4	3	2	0	0	0	0	136
18:30 - 18:44	0	0	1	0	22	59	19	17	2	0	1	0	0	0	0	121
18:45 - 18:59	0	0	1	2	29	52	19	8	5	3	1	0	0	0	0	120
19:00 - 19:14	0	0	0	0	13	36	21	15	3	2	0	0	0	0	1	91
19:15 - 19:29	0	0	0	4	8	39	22	13	3	1	0	1	0	0	0	91
19:30 - 19:44	0	0	0	0	20	28	10	11	6	3	2	0	0	0	0	80
19:45 - 19:59	0	0	0	8	19	30	9	12	3	1	0	0	0	0	1	83
20:00 - 20:14	0	2	6	13	17	41	11	11	1	2	0	0	0	0	0	104
20:15 - 20:29	0	0	0	0	12	37	12	5	5	1	1	0	0	0	0	73
20:30 - 20:44	0	0	1	1	16	32	12	6	6	1	0	1	0	0	0	76
20:45 - 20:59	0	0	2	3	6	22	18	4	3	2	0	0	0	0	0	60
21:00 - 21:14	0	0	0	3	14	20	11	7	3	1	0	0	0	0	1	60
21:15 - 21:29	0	0	0	0	16	13	10	9	4	1	1	0	0	0	0	54
21:30 - 21:44	0	0	0	0	6	26	9	4	5	1	0	0	0	0	0	51
21:45 - 21:59	0	0	0	2	8	16	7	6	6	1	0	0	0	0	0	46
22:00 - 22:14	0	0	0	2	4	14	13	13	3	3	0	0	0	0	0	52
22:15 - 22:29	0	0	0	3	5	17	9	4	4	2	1	0	0	0	0	45
22:30 - 22:44	0	0	0	1	3	17	2	4	5	3	0	0	0	0	0	35
22:45 - 22:59	0	0	0	1	0	15	10	3	4	1	1	0	0	0	0	35
23:00 - 23:14	0	0	0	0	4	12	4	9	1	2	0	0	0	0	0	32
23:15 - 23:29	0	0	0	0	1	13	3	4	3	1	0	0	0	0	0	25
23:30 - 23:44	0	0	0	0	0	7	2	4	3	1	0	0	0	0	0	17
23:45 - 23:59	0	0	0	0	1	3	7	2	2	3	1	0	0	0	0	19
Totals	39	178	301	672	1516	2247	830	591	254	110	39	22	2	5	19	6825
Percent of Total	0.6	2.6	4.4	9.8	22.2	32.9	12.2	8.7	3.7	1.6	0.6	0.3	0.0	0.1	0.3	100
Percent of AM	0.9	3.5	6.6	11.0	22.9	27.9	10.8	8.7	4.2	2.0	0.8	0.6	0.0	0.1	0.2	100
Percent of PM	0.4	2.1	3.2	9.2	21.8	35.9	13.0	8.7	3.5	1.4	0.4	0.2	0.0	0.0	0.3	100

Traffic Survey Specialists, Inc.

Daily Northbound Speeds (MPH)

Study Date: Tuesday, 09/05/2017
Unit ID:
Location: SW 40th Avenue Between SW 54th Ct & 56th St
Posted Speed: 30
Comments: Dania Beach, Florida

Standard Deviation:	7.9 MPH	Ten Mile Pace:	25 to 34 MPH	85th Percentile:	38.1 MPH
Mean Speed:	31.5 MPH	Percent In Ten Mile Pace:	55.1%	15th Percentile:	24.5 MPH
Median Speed:	31.9 MPH			90th Percentile:	40.4 MPH
Modal Speed:	33.0 MPH			95th Percentile:	42.7 MPH

Traffic Survey Specialists, Inc.

Daily Southbound Speeds (MPH)

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 40th Avenue Between SW 54th Ct & 56th St

Posted Speed: 30

Comments: Danla Beach, Florida

	0-10	10-15	15-20	20-25	25-30	30-35	35-38	38-41	41-44	44-47	47-50	50-53	53-56	56-59	59-99	Total
00:00 - 00:14	0	0	0	0	2	4	0	1	1	0	1	1	0	0	0	10
00:15 - 00:29	0	0	0	0	1	3	1	1	1	0	1	0	0	0	0	8
00:30 - 00:44	0	0	0	0	0	4	6	5	0	0	0	0	0	0	0	15
00:45 - 00:59	0	0	0	1	2	5	0	0	0	0	0	0	0	0	0	8
01:00 - 01:14	0	0	0	0	0	2	0	1	2	2	0	0	0	0	0	7
01:15 - 01:29	0	0	0	0	0	3	0	1	1	1	1	0	0	0	0	7
01:30 - 01:44	0	0	0	0	1	3	2	1	1	0	1	0	0	0	0	9
01:45 - 01:59	0	0	0	0	0	3	1	1	1	0	0	0	0	0	0	6
02:00 - 02:14	0	0	0	1	0	0	2	5	0	0	0	0	0	0	0	8
02:15 - 02:29	0	0	0	0	2	5	1	0	0	0	0	0	0	0	0	8
02:30 - 02:44	0	0	1	0	0	3	0	1	0	0	0	0	0	0	0	5
02:45 - 02:59	0	0	0	0	1	1	1	2	0	1	0	0	0	0	0	6
03:00 - 03:14	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	2
03:15 - 03:29	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	3
03:30 - 03:44	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
03:45 - 03:59	0	0	0	0	1	0	1	0	0	0	0	0	1	0	0	3
04:00 - 04:14	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	2
04:15 - 04:29	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
04:30 - 04:44	0	0	0	0	1	3	1	2	0	2	0	1	0	0	0	10
04:45 - 04:59	0	0	0	0	0	2	1	1	0	0	0	1	0	0	0	5
05:00 - 05:14	0	0	0	0	4	0	2	3	0	1	0	0	0	0	0	10
05:15 - 05:29	0	0	0	0	0	7	1	3	2	1	0	0	0	0	0	14
05:30 - 05:44	0	0	0	0	4	2	2	1	2	1	1	0	0	0	0	13
05:45 - 05:59	0	0	0	1	4	4	5	3	2	1	0	0	0	0	1	21
06:00 - 06:14	0	0	0	4	4	8	6	3	4	1	0	0	0	0	0	30
06:15 - 06:29	0	0	0	1	8	11	7	3	1	1	1	0	0	0	0	33
06:30 - 06:44	0	0	1	5	13	18	3	4	1	0	0	0	0	0	0	45
06:45 - 06:59	0	0	0	15	21	25	5	2	1	0	0	0	0	0	0	69
07:00 - 07:14	0	7	35	35	9	3	1	0	0	0	0	0	0	0	0	90
07:15 - 07:29	2	11	56	36	2	0	1	0	1	0	0	0	0	0	0	109
07:30 - 07:44	7	14	41	37	10	3	1	0	0	0	0	0	0	0	0	113
07:45 - 07:59	0	5	51	56	9	1	1	2	0	2	0	0	0	0	1	128
08:00 - 08:14	2	1	3	18	32	36	14	2	0	0	0	0	0	0	1	109
08:15 - 08:29	0	0	1	14	39	49	15	8	1	0	0	1	0	0	0	128
08:30 - 08:44	0	0	1	17	43	36	12	3	1	0	0	0	1	1	0	115
08:45 - 08:59	0	0	1	16	50	41	15	1	2	0	0	0	0	0	1	127
09:00 - 09:14	1	2	0	6	27	37	10	10	2	0	0	0	1	0	0	96
09:15 - 09:29	0	0	1	5	34	50	6	9	1	1	0	0	0	1	0	108
09:30 - 09:44	0	4	4	4	16	28	10	9	3	2	0	0	0	0	0	80
09:45 - 09:59	0	0	3	9	15	41	13	13	4	1	0	0	0	0	0	99
10:00 - 10:14	1	0	0	2	15	33	18	10	3	2	1	0	0	1	0	86
10:15 - 10:29	0	0	1	2	10	30	16	14	6	2	0	0	0	1	0	82
10:30 - 10:44	0	0	0	2	17	40	24	9	3	1	1	0	0	0	0	97
10:45 - 10:59	3	0	0	0	16	26	13	13	4	3	0	0	1	0	0	79
11:00 - 11:14	1	1	2	8	18	29	6	3	5	0	0	1	0	0	0	74
11:15 - 11:29	0	0	1	3	17	35	16	7	3	1	0	0	0	0	0	83
11:30 - 11:44	0	0	0	1	16	32	16	10	6	2	0	0	0	0	0	83
11:45 - 11:59	0	0	0	1	9	25	16	8	2	3	0	0	0	0	1	65
12:00 - 12:14	2	0	2	5	31	39	13	13	3	2	0	0	0	0	0	110
12:15 - 12:29	0	0	5	3	15	30	15	6	4	0	1	0	0	0	0	79
12:30 - 12:44	0	1	0	3	15	25	18	3	1	1	0	0	0	0	0	67

Traffic Survey Specialists, Inc.

Daily Southbound Speeds (MPH)

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 40th Avenue Between SW 54th Ct & 56th St

Posted Speed: 30

Comments: Dania Beach, Florida

	0-10	10-15	15-20	20-25	25-30	30-35	35-38	38-41	41-44	44-47	47-50	50-53	53-56	56-59	59-99	Total
12:45 - 12:59	0	0	2	6	17	28	14	10	1	1	0	1	0	0	0	80
13:00 - 13:14	0	0	0	4	13	43	14	11	5	2	0	1	0	0	0	93
13:15 - 13:29	0	0	0	4	15	42	22	8	4	1	1	0	0	0	0	97
13:30 - 13:44	0	1	1	2	22	49	13	5	7	0	0	0	0	0	0	100
13:45 - 13:59	0	0	0	5	30	39	13	5	3	0	1	0	0	0	0	96
14:00 - 14:14	0	1	24	26	27	11	2	0	0	0	0	0	0	0	0	91
14:15 - 14:29	0	2	17	25	15	1	1	1	0	0	0	0	0	0	0	62
14:30 - 14:44	0	0	5	32	35	22	4	2	0	1	0	0	0	0	0	101
14:45 - 14:59	0	0	7	36	32	18	5	1	0	0	0	0	0	0	1	100
15:00 - 15:14	1	2	1	18	37	29	7	4	3	0	0	0	0	0	0	102
15:15 - 15:29	1	0	14	43	36	21	3	2	0	0	0	0	0	0	0	120
15:30 - 15:44	9	16	46	52	17	4	0	2	0	0	0	0	1	0	0	147
15:45 - 15:59	9	29	33	46	20	5	0	0	0	0	0	0	0	0	3	145
16:00 - 16:14	0	0	0	10	50	53	7	7	3	0	1	0	0	0	1	132
16:15 - 16:29	0	1	1	4	62	49	6	3	0	1	1	0	0	0	0	128
16:30 - 16:44	1	2	29	45	33	7	0	0	0	0	1	0	0	0	0	118
16:45 - 16:59	6	16	24	43	31	11	3	1	0	0	0	0	0	0	0	135
17:00 - 17:14	0	1	7	38	49	31	7	5	1	0	2	1	0	0	1	143
17:15 - 17:29	0	0	2	11	64	68	23	8	4	2	1	0	0	0	0	183
17:30 - 17:44	1	2	1	12	54	74	15	6	2	0	0	0	0	0	0	167
17:45 - 17:59	3	6	9	18	56	61	5	2	0	1	0	0	0	0	0	161
18:00 - 18:14	11	2	1	12	38	49	10	5	7	3	0	0	0	0	1	139
18:15 - 18:29	0	0	1	7	42	75	15	13	4	1	0	0	0	0	0	158
18:30 - 18:44	0	0	0	9	39	48	23	13	2	0	0	0	0	0	0	134
18:45 - 18:59	0	0	0	3	32	54	18	6	1	1	0	0	0	0	0	115
19:00 - 19:14	0	0	0	2	38	57	12	10	2	2	0	0	0	0	0	123
19:15 - 19:29	0	0	2	3	15	38	14	9	3	3	0	1	0	0	0	88
19:30 - 19:44	0	0	1	2	17	32	11	6	5	0	1	0	0	0	0	75
19:45 - 19:59	0	0	0	5	25	27	13	7	4	2	0	0	0	0	0	83
20:00 - 20:14	0	0	1	6	23	32	11	5	2	0	0	0	0	0	0	80
20:15 - 20:29	0	0	0	2	13	36	10	5	2	1	0	0	0	0	0	69
20:30 - 20:44	0	0	0	0	15	21	11	3	1	1	0	1	0	1	0	54
20:45 - 20:59	0	0	0	8	17	20	12	5	2	4	0	0	0	0	0	68
21:00 - 21:14	0	0	0	3	18	26	12	5	3	0	1	0	0	0	0	68
21:15 - 21:29	0	0	0	4	16	31	5	5	0	1	1	0	0	0	0	63
21:30 - 21:44	0	0	0	2	15	14	5	6	6	0	0	0	0	0	0	48
21:45 - 21:59	0	0	0	0	10	22	4	11	0	1	0	0	0	0	0	48
22:00 - 22:14	0	0	0	0	8	18	6	5	2	0	0	0	0	0	0	39
22:15 - 22:29	0	0	0	1	7	13	5	8	4	1	0	0	0	0	0	39
22:30 - 22:44	0	0	0	0	5	6	6	5	1	0	0	0	0	0	0	23
22:45 - 22:59	0	0	0	0	6	12	2	3	1	1	0	1	0	0	0	26
23:00 - 23:14	0	0	0	0	6	8	6	3	4	0	0	0	0	0	0	27
23:15 - 23:29	0	0	0	1	9	9	3	3	1	1	0	0	0	0	0	27
23:30 - 23:44	0	0	0	0	6	11	4	3	1	2	0	0	0	0	0	27
23:45 - 23:59	0	0	0	0	4	7	6	3	1	2	0	0	0	0	0	23
Totals	61	127	439	861	1673	2122	709	428	167	71	21	11	5	6	12	6713
Percent of Total	0.9	1.9	6.5	12.8	24.9	31.6	10.6	6.4	2.5	1.1	0.3	0.2	0.1	0.1	0.2	100
Percent of AM	0.7	1.9	8.8	13.0	20.5	30.1	11.9	7.6	2.9	1.4	0.4	0.2	0.2	0.2	0.2	100
Percent of PM	1.0	1.9	5.4	12.7	27.3	32.4	9.9	5.7	2.3	0.9	0.3	0.1	0.0	0.0	0.2	100

Traffic Survey Specialists, Inc.

Daily Southbound Speeds (MPH)

Study Date: Tuesday, 09/05/2017
Unit ID:
Location: SW 40th Avenue Between SW 54th Ct & 56th St
Posted Speed: 30
Comments: Dania Beach, Florida

Standard Deviation:	7.7 MPH	Ten Mile Pace:	25 to 34 MPH	85th Percentile:	37.4 MPH
Mean Speed:	30.3 MPH	Percent In Ten Mile Pace:	56.5%	15th Percentile:	22.6 MPH
Median Speed:	30.6 MPH			90th Percentile:	38.5 MPH
Modal Speed:	33.0 MPH			95th Percentile:	41.6 MPH

Traffic Survey Specialists, Inc.

Daily Total Speeds (MPH)

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 40th Avenue Between SW 54th Ct & 56th St

Posted Speed: 30

Comments: Dania Beach, Florida

	0-10	10-15	15-20	20-25	25-30	30-35	35-38	38-41	41-44	44-47	47-50	50-53	53-56	56-59	59-99	Total
00:00 - 00:14	0	0	0	0	3	7	0	2	3	0	1	1	0	0	0	17
00:15 - 00:29	0	0	0	0	3	5	2	2	4	2	1	1	0	0	0	20
00:30 - 00:44	0	0	0	0	1	4	7	8	0	1	0	0	0	0	0	21
00:45 - 00:59	0	0	0	1	2	8	0	1	2	3	0	0	0	0	0	17
01:00 - 01:14	0	0	0	0	0	6	2	2	2	3	0	0	0	0	0	15
01:15 - 01:29	0	0	0	0	0	4	1	3	4	2	1	0	0	0	0	15
01:30 - 01:44	0	0	0	0	2	5	4	1	1	1	1	0	0	0	0	15
01:45 - 01:59	0	0	0	0	0	5	3	4	3	0	0	0	0	0	0	15
02:00 - 02:14	0	0	0	1	0	0	2	7	0	1	1	0	0	0	0	12
02:15 - 02:29	0	0	0	0	3	7	2	1	1	2	0	0	0	0	0	16
02:30 - 02:44	0	0	1	0	1	5	1	2	2	2	0	1	0	0	0	15
02:45 - 02:59	0	0	0	0	1	1	2	3	0	3	0	0	0	0	0	10
03:00 - 03:14	0	0	0	0	0	2	2	1	1	0	1	0	0	0	0	7
03:15 - 03:29	0	0	0	0	0	3	1	1	1	2	1	1	0	0	0	10
03:30 - 03:44	0	0	0	0	1	0	3	2	1	0	0	0	0	1	0	8
03:45 - 03:59	0	0	0	0	1	1	1	1	2	1	1	0	1	0	0	9
04:00 - 04:14	0	0	0	0	0	1	1	1	0	4	0	2	0	1	0	10
04:15 - 04:29	0	0	0	0	0	3	3	2	2	0	1	0	0	0	0	11
04:30 - 04:44	0	0	0	0	1	5	1	3	3	2	2	1	0	0	0	18
04:45 - 04:59	0	0	0	0	0	3	2	5	5	2	0	2	0	0	0	19
05:00 - 05:14	0	0	0	0	4	2	4	4	2	5	1	1	0	0	2	25
05:15 - 05:29	0	0	0	0	1	8	5	6	4	1	3	1	1	0	0	30
05:30 - 05:44	0	0	0	0	4	3	9	8	5	1	3	0	0	1	0	34
05:45 - 05:59	0	0	1	1	4	11	9	7	7	2	0	0	0	0	1	43
06:00 - 06:14	0	0	0	7	8	11	9	6	5	2	0	0	0	0	0	48
06:15 - 06:29	0	0	1	1	21	26	16	14	6	2	1	2	0	0	0	90
06:30 - 06:44	0	0	1	5	28	41	12	18	4	0	0	0	0	1	0	110
06:45 - 06:59	0	0	3	19	45	42	8	5	1	0	0	0	0	0	0	123
07:00 - 07:14	0	9	45	48	31	15	4	1	0	0	1	0	0	0	0	154
07:15 - 07:29	3	29	87	56	13	2	2	0	1	0	0	0	0	0	0	193
07:30 - 07:44	10	34	73	70	32	5	2	0	1	0	0	1	0	0	0	228
07:45 - 07:59	5	14	96	114	40	13	1	2	0	2	1	0	0	0	2	290
08:00 - 08:14	6	18	19	76	82	71	17	5	1	0	0	1	0	0	2	298
08:15 - 08:29	0	0	5	28	75	89	32	13	6	1	0	1	0	0	0	250
08:30 - 08:44	0	3	2	25	73	61	22	11	4	0	0	0	1	1	0	203
08:45 - 08:59	4	12	8	27	91	67	25	7	3	0	2	0	0	0	2	248
09:00 - 09:14	1	4	3	8	48	70	30	23	9	1	0	1	1	0	0	199
09:15 - 09:29	3	0	1	9	68	96	18	13	6	3	1	1	0	1	0	220
09:30 - 09:44	0	4	8	12	39	75	24	17	5	3	1	0	0	0	0	188
09:45 - 09:59	0	0	4	19	35	83	19	23	9	2	1	0	0	0	0	195
10:00 - 10:14	1	0	0	5	37	80	36	21	7	2	1	0	0	1	0	191
10:15 - 10:29	0	0	1	2	43	63	31	20	8	2	0	0	0	1	0	171
10:30 - 10:44	1	0	1	2	49	69	39	16	7	6	2	0	0	0	0	192
10:45 - 10:59	5	0	0	0	39	54	28	22	9	5	0	0	1	0	0	163
11:00 - 11:14	1	1	2	17	30	48	20	13	7	1	0	2	0	0	0	142
11:15 - 11:29	0	1	2	9	37	67	26	16	4	3	0	0	0	0	0	165
11:30 - 11:44	0	3	4	10	32	81	25	26	8	4	0	0	0	0	0	193
11:45 - 11:59	0	0	0	4	22	69	33	25	6	3	0	0	0	0	1	163
12:00 - 12:14	2	0	2	6	45	73	36	28	8	4	0	0	0	0	0	204
12:15 - 12:29	0	0	5	4	20	67	36	20	9	1	1	0	0	1	1	165
12:30 - 12:44	0	2	1	6	36	66	31	9	2	1	0	0	0	0	2	156

Traffic Survey Specialists, Inc.

Daily Total Speeds (MPH)

Study Date: Tuesday, 09/05/2017

Unit ID:

Location: SW 40th Avenue Between SW 54th Ct & 56th St

Posted Speed: 30

Comments: Dania Beach, Florida

	0-10	10-15	15-20	20-25	25-30	30-35	35-38	38-41	41-44	44-47	47-50	50-53	53-56	56-59	59-99	Total
12:45 - 12:59	0	0	2	6	37	76	23	17	6	3	1	2	0	0	0	173
13:00 - 13:14	0	0	1	12	24	87	30	21	8	5	1	1	0	0	0	190
13:15 - 13:29	0	0	0	6	26	83	33	19	11	2	1	0	0	1	1	183
13:30 - 13:44	0	1	1	2	28	70	42	21	11	2	0	0	0	0	0	178
13:45 - 13:59	0	2	6	12	45	68	24	17	8	0	2	1	0	0	1	186
14:00 - 14:14	0	14	38	44	60	25	5	1	0	0	0	0	0	0	0	187
14:15 - 14:29	2	19	40	66	37	9	1	2	0	0	0	0	0	0	1	177
14:30 - 14:44	0	0	10	53	56	44	9	13	1	2	0	0	0	0	1	189
14:45 - 14:59	0	7	23	66	58	33	8	3	0	0	0	0	0	0	1	199
15:00 - 15:14	1	9	9	45	73	51	13	8	4	3	0	0	1	0	0	217
15:15 - 15:29	1	0	23	49	108	86	16	5	2	0	0	0	0	0	0	290
15:30 - 15:44	15	38	57	66	28	7	3	3	0	0	0	0	1	0	2	220
15:45 - 15:59	9	33	37	57	49	39	10	8	1	0	0	0	0	0	3	246
16:00 - 16:14	0	2	3	26	88	101	20	17	7	0	2	0	0	0	1	267
16:15 - 16:29	1	1	5	14	101	103	22	10	2	2	1	1	0	0	0	263
16:30 - 16:44	5	11	35	56	58	47	10	6	1	1	1	1	0	0	0	232
16:45 - 16:59	7	16	24	52	63	69	15	9	3	1	1	0	0	0	0	260
17:00 - 17:14	0	2	12	76	88	61	16	8	9	2	4	1	0	0	1	280
17:15 - 17:29	0	0	2	40	108	116	37	20	5	2	1	0	0	0	1	332
17:30 - 17:44	3	4	4	37	79	137	28	11	6	0	0	1	0	0	0	310
17:45 - 17:59	3	7	11	23	101	137	16	14	1	2	0	0	0	0	0	315
18:00 - 18:14	11	2	1	25	78	109	28	11	8	3	1	0	0	0	2	279
18:15 - 18:29	0	1	5	14	77	117	42	24	8	4	2	0	0	0	0	294
18:30 - 18:44	0	0	1	9	61	107	42	30	4	0	1	0	0	0	0	255
18:45 - 18:59	0	0	1	5	61	106	37	14	6	4	1	0	0	0	0	235
19:00 - 19:14	0	0	0	2	51	93	33	25	5	4	0	0	0	0	1	214
19:15 - 19:29	0	0	2	7	23	77	36	22	6	4	0	2	0	0	0	179
19:30 - 19:44	0	0	1	2	37	60	21	17	11	3	3	0	0	0	0	155
19:45 - 19:59	0	0	0	13	44	57	22	19	7	3	0	0	0	0	1	166
20:00 - 20:14	0	2	7	19	40	73	22	16	3	2	0	0	0	0	0	184
20:15 - 20:29	0	0	0	2	25	73	22	10	7	2	1	0	0	0	0	142
20:30 - 20:44	0	0	1	1	31	53	23	9	7	2	0	2	0	1	0	130
20:45 - 20:59	0	0	2	11	23	42	30	9	5	6	0	0	0	0	0	128
21:00 - 21:14	0	0	0	6	32	46	23	12	6	1	1	0	0	0	1	128
21:15 - 21:29	0	0	0	4	32	44	15	14	4	2	2	0	0	0	0	117
21:30 - 21:44	0	0	0	2	21	40	14	10	11	1	0	0	0	0	0	99
21:45 - 21:59	0	0	0	2	18	38	11	17	6	2	0	0	0	0	0	94
22:00 - 22:14	0	0	0	2	12	32	19	18	5	3	0	0	0	0	0	91
22:15 - 22:29	0	0	0	4	12	30	14	12	8	3	1	0	0	0	0	84
22:30 - 22:44	0	0	0	1	8	23	8	9	6	3	0	0	0	0	0	58
22:45 - 22:59	0	0	0	1	6	27	12	6	5	2	1	1	0	0	0	61
23:00 - 23:14	0	0	0	0	10	20	10	12	5	2	0	0	0	0	0	59
23:15 - 23:29	0	0	0	1	10	22	6	7	4	2	0	0	0	0	0	52
23:30 - 23:44	0	0	0	0	6	18	6	7	4	3	0	0	0	0	0	44
23:45 - 23:59	0	0	0	0	5	10	13	5	3	5	1	0	0	0	0	42
Totals	100	305	740	1533	3189	4369	1539	1019	421	181	60	33	7	11	31	13538
Percent of Total	0.7	2.3	5.5	11.3	23.6	32.3	11.4	7.5	3.1	1.3	0.4	0.2	0.1	0.1	0.2	100
Percent of AM	0.8	2.7	7.6	11.9	21.7	28.9	11.3	8.2	3.6	1.7	0.6	0.4	0.1	0.2	0.2	100
Percent of PM	0.7	2.0	4.3	11.0	24.6	34.1	11.4	7.2	2.9	1.1	0.4	0.1	0.0	0.0	0.2	100

Traffic Survey Specialists, Inc.
Daily Total Speeds (MPH)

Study Date: Tuesday, 09/05/2017
Unit ID:
Location: SW 40th Avenue Between SW 54th Ct & 56th St
Posted Speed: 30
Comments: Dania Beach, Florida

Standard Deviation:	7.8 MPH	Ten Mile Pace:	25 to 34 MPH	85th Percentile:	38.3 MPH
Mean Speed:	30.9 MPH	Percent in Ten Mile Pace:	55.8%		
Median Speed:	31.2 MPH			15th Percentile:	23.5 MPH
Modal Speed:	33.0 MPH			90th Percentile:	39.6 MPH
				95th Percentile:	41.6 MPH

Table 1
Daily Trip Generation
Oaks Place Traffic Statement

Land Use	ITE Code	Intensity		Trip Generation Rate[1]	Total Trips			Internal Trips				External Trips			Pass-by Trips		New Trips		
					In	Out	Total	In	Out	Total	%	In	Out	Total			In	Out	Total
Existing Use																			
Residential Townhouse	230	63	d.u.	Ln(T)=0.87Ln(X)+2.46 (50/50)	215	215	430	0	0	0	0.0%	215	215	430	0	0.0%	215	215	430
Total					215	215	430	0	0	0		215	215	430	0		215	215	430

[1] Trip generation data obtained from the Institute of Transportation Engineers' *Trip Generation* manual, 9th Edition.

Table 2
AM Peak Hour Trip Generation
Oaks Place Traffic Statement

Land Use	ITE Code	Intensity		Trip Generation Rate[1]	Total Trips			Internal Trips				External Trips			Pass-by Trips		New Trips		
					In	Out	Total	In	Out	Total	%	In	Out	Total			In	Out	Total
Existing Use																			
Residential Townhouse	230	63	d.u.	Ln(T)=0.80Ln(X)+0.26 (17/83)	6	30	36	0	0	0	0.0%	6	30	36	0	0.0%	6	30	36
Total					6	30	36	0	0	0		6	30	36	0		6	30	36

[1] Trip generation data obtained from the Institute of Transportation Engineers' *Trip Generation* manual, 9th Edition.

Table 3
PM Peak Hour Trip Generation
Oaks Place Traffic Statement

Land Use	ITE Code	Intensity		Trip Generation Rate[1]	Total Trips			Internal Trips				External Trips			Pass-by Trips		New Trips		
					In	Out	Total	In	Out	Total	%	In	Out	Total			In	Out	Total
Existing Use																			
Residential Townhouse	230	63	d.u.	Ln(T)=0.82Ln(X)+0.32 (67/33)	28	13	41	0	0	0	0.0%	28	13	41	0	0.0%	28	13	41
Total					28	13	41	0	0	0		28	13	41	0		28	13	41

[1] Trip generation data obtained from the Institute of Transportation Engineers' *Trip Generation* manual, 9th Edition.

Table 4
Morning Peak Hour Roadway Link Capacity Analysis
Oaks Place Traffic Study

Roadway	Link	Existing Level of Service				Proposed Level of Service					
		Volume	Capacity	LOS	V/C	Volume	Project Trips	Adjusted Volume	Capacity	LOS	V/C
SW 40th Avenue[1]	SW 56th Street to SW 54th Court	1,066	1,710	C	0.62	1,066	36	1,102	1,710	C	0.64
SW 54th Court[2]	West of SW 40th Avenue	159	1,197	C	0.13	159	14	173	1,197	C	0.14
SW 56th Street[2]	East of SW 40th Avenue	14	1,264	C	0.01	14	0	14	1,264	C	0.01

[1] Roadway link capacity determined by the Florida Department of Transportation's ARTPLAN software.

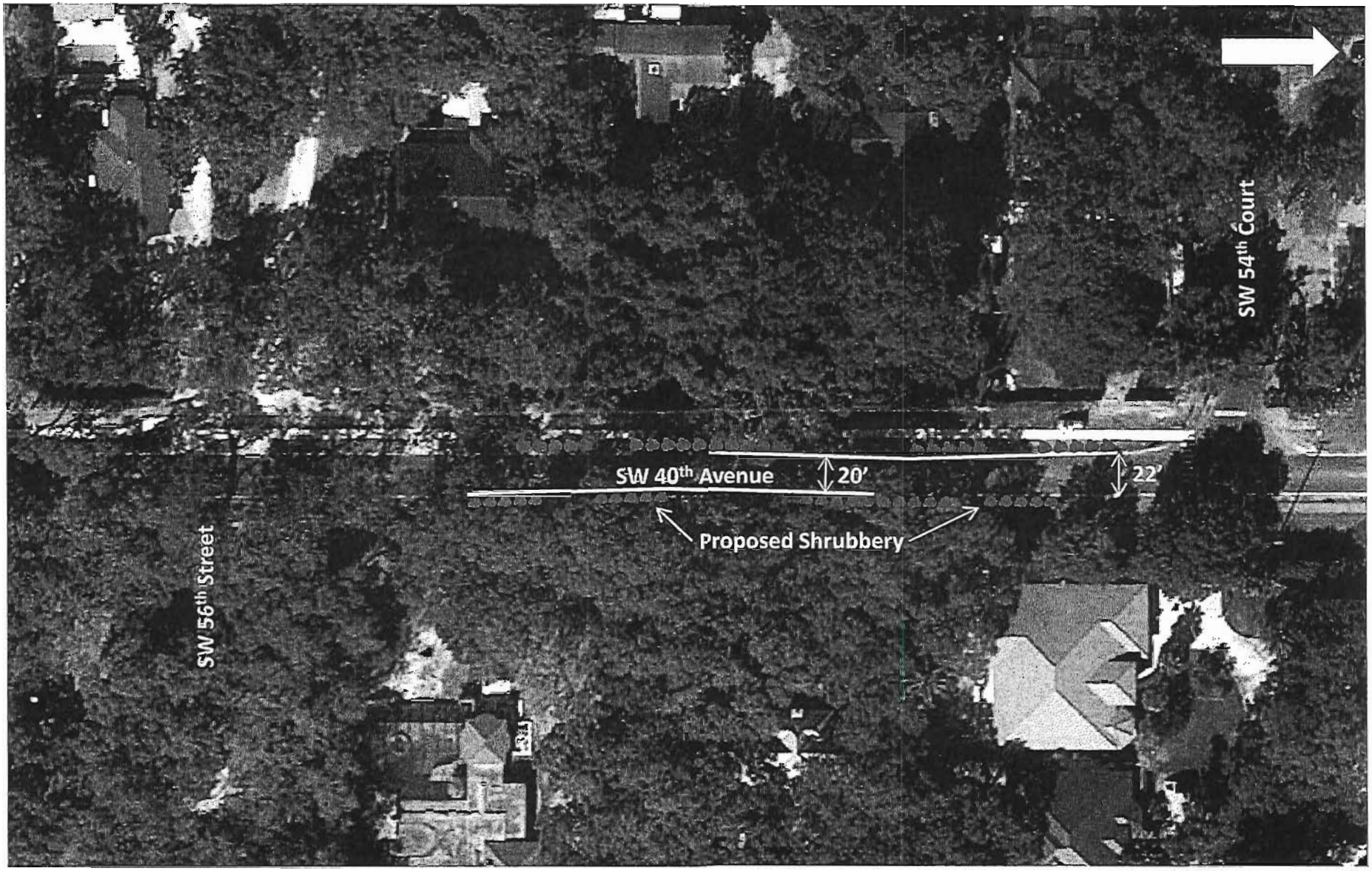
[2] Roadway link capacity obtained from the Florida Department of Transportation's *Quality/Level of Service Handbook*.

Table 5
Afternoon Peak Hour Roadway Link Capacity Analysis
Oaks Place Traffic Study

Roadway	Link	Existing Level of Service LOS D				Proposed Level of Service LOS D					
		Volume	Capacity	LOS	V/C	Volume	Project Trips	Adjusted Volume	Capacity	LOS	V/C
SW 40th Avenue[1]	SW 56th Street to SW 54th Court	1,237	1,710	C	0.72	1,237	41	1,278	1,710	C	0.75
SW 54th Court[2]	West of SW 40th Avenue	162	1,197	C	0.14	162	16	178	1,197	C	0.15
SW 56th Street[2]	East of SW 40th Avenue	21	1,264	C	0.02	21	0	21	1,264	C	0.02

[1] Roadway link capacity determined by the Florida Department of Transportation's ARTPLAN software.

[2] Roadway link capacity obtained from the Florida Department of Transportation's *Quality/Level of Service Handbook*.



Thomas A. Hall, Inc.

Figure 1 – Traffic Calming Measures

Oaks Place

Dania Beach, Florida

ARTPLAN 2012 Conceptual Planning Analysis

Project Information

Analyst	TAH	Arterial Name	SW 40th Avenue	Study Period	Standard K
Date Prepared	9/25/2017 11:12:46 AM	From	Griffin Road	Modal Analysis	Auto Only
Agency		To	Sheridan Street	Program	ARTPLAN 2012
Area Type	Large Urbanized	Peak Direction	Southbound	Version Date	12/12/2012
Arterial Class	2				
File Name	C:\Work\201649 - Oaks Place Traffic Statement\201649.02 - Additional Services\Report\SW 40th Avenue ARTPLAN Analysis.xap				
User Notes					

Arterial Data

K	0.09	PHF	1	Control Type	CoordinatedActuated
D	0.541	% Heavy Vehicles	2.9	Base Sat. Flow Rate	1950

Automobile Intersection Data

Cross Street	Cycle Length	Thru g/C	Arr. Type	INT # Dir.Lanes	% Left Turns	% Right Turns	Left Turn Lanes	Left Turn Phasing	# Left Turn Lanes	LT Storage Length	Left g/C	Right Turn Lanes
Stirling Road	160	0.46	4	1	12	12	Yes	Protected	1	235	0.15	Yes
Sheridan Street	160	0.46	4	1	12	12	Yes	Protected	1	235	0.15	Yes

Automobile Segment Data

Segment #	Length	AADT	Hourly Vol.	SEG # Dir.Lanes	Posted Speed	Free Flow Speed	Median Type	On-Street Parking	Parking Activity
1 (to Stirling Road)	5860	13500	657	1	30	35	None	No	N/A
2 (to Sheridan Street)	1000	13500	657	1	30	35	None	No	N/A

Automobile LOS

Segment #	Thru Mvmt Flow Rate	Adj. Sat. Flow Rate	v/c	Control Delay	Int. Approach LOS	Queue Ratio	Speed (mph)	Segment LOS
1 (to Stirling Road)	499	1484	0.731	28.22	C	0.35	26.78	B
2 (to Sheridan Street)	499	1484	0.731	28.22	C	0.35	14.01	D

Arterial Length	1.3220	Weighted g/C	0.46	FFS Delay	68.66	Threshold Delay	0.00	Auto Speed	23.53	Auto LOS	B

Automobile Service Volumes

Note: The maximum normally acceptable directional service volume for LOS E in Florida for this facility type and area type is 1000 veh/h/ln.

	A	B	C	D	E
Lanes	Hourly Volume In Peak Direction				
1	**	810	920	***	***
2	**	1710	1800	***	***
3	**	2640	2720	***	***
4	**	3570	3640	***	***
*	**	810	920	***	***
Lanes	Hourly Volume In Both Directions				
2	**	1500	1710	***	***
4	**	3170	3350	***	***
6	**	4880	5040	***	***
8	**	6600	6740	***	***
*	**	1500	1710	***	***
Lanes	Annual Average Daily Traffic				
2	**	16700	19000	***	***
4	**	35200	37200	***	***
6	**	54300	56000	***	***
8	**	73400	74900	***	***
*	**	16700	19000	***	***

*** Service Volumes for the specific facility being analyzed, based on # of lanes from the intersection and segment data screens.**
**** Cannot be achieved based on input data provided.**
***** Not applicable for that level of service letter grade. See generalized tables notes for more details.**
 # Under the given conditions, left turn lane storage is highly likely to overflow. The number of directional thru lanes should be reduced accordingly.
Facility weighted g/C exceeds normally acceptable upper range (0.5); verify that g/C inputs are correct.
Intersection capacity (ies) are exceeded for the full hour; an operational level analysis tool is more appropriate for this situation.

LEGAL DESCRIPTION:

THE SOUTH 85.00 FEET OF THE NORTH 714.50 FEET OF THE EAST 512.50 FEET OF TRACT 8, AND THE WEST 125 FEET OF THE SOUTH 212.50 FEET OF THE NORTH 827.00 FEET OF THE EAST 512.50 FEET OF TRACT 8, IN SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, OF NEWMAN'S SURVEY AS RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; EXCEPTING THEREFROM THE EAST 33 FEET FOR ROAD RIGHT OF WAY.

AND

THE SOUTH 83.01 FEET OF THE NORTH 829.05 FEET OF THE EAST 372.5 FEET OF TRACT 9, IN SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, OF NEWMAN'S SURVEY AS RECORDED IN PLAT BOOK 2, PAGE 26, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA EXCEPTING THEREFROM THE EAST 33 FEET FOR ROAD RIGHT OF WAY.

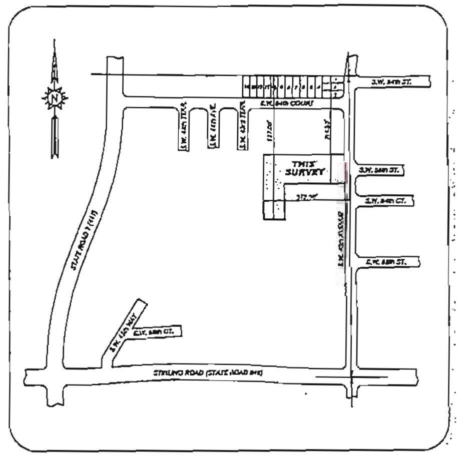
SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SURVEYOR'S REFERENCES:

1. THE PLAT OF NEWMAN'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.
2. THE PLAT OF SHERIDAN HOUSE PLAT, RECORDED IN PLAT BOOK 103, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TREE SURVEY NOTES:

1. THIS FIRM HAS IDENTIFIED THE VARIOUS TYPES OF TREES LOCATED ON THIS SITE BASED ON COMMON KNOWLEDGE OF TREE SPECIES. FOR POSITIVE IDENTIFICATION OF TREE SPECIES A QUALIFIED LANDSCAPE ARCHITECT OR BOTANIST SHOULD BE CONSULTED. TREES THREE (3) CALIPER INCHES OR LARGER, WHEN MEASURED AT BREAST HEIGHT, ARE SHOWN ON THE SURVEY DRAWING. HEDGES AND GROUND COVER ARE NOT SHOWN THE SURVEY DRAWING. EXOTIC TREES SUCH AS MELALEUCA, BRAZILIAN PEPPER, AND AUSTRALIAN PINE ARE NOT SHOWN ON THE SURVEY DRAWING.
2. EACH TREE LOCATED HAS BEEN TAGGED WITH A NUMBERED TAG THAT CORRESPONDS TO THE TREE LEGEND SHOWN HEREON.
3. CLUSTERS OF TREES ARE SHOWN GROUPED WITH AN APPROXIMATION OF THE TOTAL NUMBER OF TREES LOCATED WITHIN THE GROUP.
4. THE CANOPY DIAMETER AND SPREAD ARE NOT SHOWN HEREON, UNLESS INDICATED OTHERWISE.



LOCATION MAP

NOT TO SCALE

SURVEY NOTES:

1. THIS SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. A SEARCH OF THE PUBLIC RECORDS FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS OF RECORD WAS NOT PERFORMED BY STONER & ASSOCIATES, INC. THERE MAY BE ADDITIONAL INFORMATION RECORDED IN THE PUBLIC RECORDS THAT IS NOT SHOWN HEREON. FOR FURTHER INFORMATION, CONTACT A QUALIFIED TITLE COMPANY OR CONSULT THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THE BEARINGS SHOWN HEREON ARE BASED ON N.01°01'08"E, ALONG THE EAST LINE OF PARCEL A, AS SHOWN ON THE PLAT OF SHERIDAN HOUSE PLAT, RECORDED IN PLAT BOOK 103, AT PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88), ESTABLISHED FROM BROWARD COUNTY ENGINEERING DEPARTMENT, BENCHMARK No. 1862, ELEVATION = 7.373' (N.A.V.D.88)
6. THE PROPERTY SHOWN HEREON HAS THE FOLLOWING FLOOD ZONE DESIGNATION:
   a. NFIP COMMUNITY NAME & COMMUNITY NUMBER: CITY OF DANIA BEACH 120034
   b. COUNTY NAME: BROWARD COUNTY
   c. STATE OF FLORIDA
   d. MAP/PANEL NUMBER: 12011C0562
   e. SUFFIX: H
   f. FIRM INDEX DATE: AUGUST 18, 2014
   g. FIRM PANEL EFFECTIVE/REVISED DATE: AUGUST 18, 2014
   h. FLOOD ZONE: X, AH, AE
   i. BASE FLOOD ELEVATION: (EL.8), (EL.5)

   THE FLOOD ZONE INFORMATION SHOWN HEREON IS BASED UPON THE CURRENT PUBLISHED FLOOD INSURANCE RATE MAP (FIRM) ON THE DATE THIS SURVEY WAS PREPARED. THE DATA CONTAINED IN THE FIRM MAP IS SUBJECT TO CHANGE WITHOUT NOTICE. THE FLOOD ZONE BOUNDARIES SHOWN HEREON ARE APPROXIMATE, BASED ON THE NATIONAL FLOOD HAZARD LAYER (FEMA) SHOW AS AN OVERLAY IN GOOGLE EARTH. FOR THE LATEST FLOOD ZONE INFORMATION CONSULT THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) OR YOUR LOCAL ENVIRONMENTAL BUILDING DEPARTMENT.
7. CERTAIN FEATURES ARE REPRESENTED BY THE SYMBOLS REFLECTED IN THIS MAP. THE LEGEND OF FEATURES MAY HAVE BEEN ENLARGED FOR CLARITY AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE. THE SYMBOLS HAVE BEEN PLOTTED AT THE APPROXIMATE CENTER OF THE FEATURE BASED UPON THE FIELD LOCATION.
8. THIS SKETCH IS INTENDED TO BE DISPLAYED AT A HORIZONTAL SCALE OF 1 INCH = 20 FEET.
9. THE HORIZONTAL ACCURACY FOR WELL DEFINED IMPROVEMENTS DEPICTED ON THIS SKETCH IS ONE-TENTH (0.1' ±) OF A FOOT, PLUS OR MINUS. THE VERTICAL (ELEVATIONS) ACCURACY FOR WELL DEFINED IMPROVEMENTS, FEATURES, AND SURFACES DEPICTED ON THIS SURVEY IS TWO-TENTHS (0.2' ±) OF A FOOT, PLUS OR MINUS.
10. HEDGES, GROUND COVER, AND OTHER LANDSCAPE FEATURES ARE NOT SHOWN HEREON, UNLESS OTHERWISE NOTED.
11. IRRIGATION FEATURES, SUCH AS SPRINKLERS, ARE NOT SHOWN HEREON.
12. FENCES AND WALL DIMENSIONS ARE APPROXIMATE. THE SURVEYOR DID NOT DETERMINE OWNERSHIP OF FENCES AND WALLS.
13. SUBSURFACE FEATURES ARE NOT SHOWN HEREON. THIS SITE COULD HAVE UNDERGROUND INSTALLATIONS THAT ARE NOT SHOWN HEREON. BEFORE DESIGN, CONSTRUCTION, OR EXCAVATION CONTACT 811 AND/OR THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION OF UTILITIES.
14. THE EXTERIOR BUILDING DIMENSIONS SHOWN HEREON REPRESENT THE OVERALL SIZE OF THE BUILDING (FOOTPRINT). SUBSURFACE BUILDING FOOTINGS AND SUPPORTS WERE NOT LOCATED. CERTAIN ARCHITECTURAL FEATURES MAY NOT BE SHOWN ON THE SURVEY. ROOF OVERHANGS ARE NOT SHOWN UNLESS OTHERWISE NOTED. BUILDING DIMENSIONS AND BUILDING SETBACKS ARE SHOWN ROUNDED TO THE NEAREST ONE-TENTH (0.1') OF A FOOT. BEFORE DESIGN OF IMPROVEMENTS CRITICAL DIMENSIONS SHOWN BE CONFIRMED.
15. THE DIMENSIONS SHOWN HEREON ARE BASED UPON U.S. SURVEY FEET AND FRACTIONAL PARTS THEREOF.
16. AREA COMPUTATIONS, WHEN SHOWN IN ACRES, ARE ROUNDED TO THE NEAREST ONE-HUNDREDTH OF AN ACRE, AND WHEN SHOWN IN SQUARE FEET ARE ROUNDED TO THE NEAREST SQUARE FOOT. THE AREA FIGURES SHOWN HEREON SHOULD NOT BE UTILIZED AS THE BASIS OF PURCHASE PRICE FOR A REAL ESTATE CLOSING, WITHOUT PRIOR VERIFICATION OF THE AREA FIGURES IN WRITING FROM THE SIGNING SURVEYOR.
17. THE SURVEYOR DID NOT INSPECT THIS PROPERTY FOR ENVIRONMENTAL HAZARDS.
18. THE SANITARY SEWER AND STORM DRAINAGE AS-BUILT DATA SHOWN HEREON WAS COLLECTED FOR ENGINEERING DESIGN PURPOSES ONLY. THE AS-BUILT DATA IS LIMITED TO STRUCTURE RIM AND PIPE INVERT ELEVATIONS ONLY. PIPE SIZES AND PIPE MATERIAL TYPES SHOULD BE CONFIRMED BEFORE DESIGN OF IMPROVEMENTS. THE SURVEYORS DID NOT PHYSICALLY ENTER THE STRUCTURES AND ALL OF THE MEASUREMENTS AND ELEVATIONS WERE COLLECTED (WITH THE LID OF THE STRUCTURE REMOVED) BY VISUAL OBSERVATIONS IN ACTIVE FACILITIES WITH WATER AND EFFLUENT PRESENT. THE CONNECTIONS BETWEEN STRUCTURES WERE VISUALLY INSPECTED OR VERIFIED AND THE CONDITION OF PIPING WAS NOT DETERMINED. CRITICAL ELEVATIONS AND DIMENSIONS SHOULD BE VERIFIED BEFORE DESIGN OF IMPROVEMENTS WITH THE FACILITIES PUMPED DOWN AND PIPES CLEANED OUT. BEFORE ORDERING REPLACEMENT OR CONNECTING PIPES THE SIZE AND TYPE OF PIPES SHOULD BE CONFIRMED.
19. THE INFORMATION DEPICTED ON THIS SKETCH OF SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED ON THE BORDER OF THE DRAWING AND CAN ONLY BE CONSIDERED VALID FOR THIS DATE AND INDICATES THE GENERAL CONDITIONS EXISTING AT THE TIME OF THE FIELD SURVEY.
20. THIS SKETCH OF SURVEY CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THOSE PERSONS OR ENTITIES CERTIFIED TO HEREON. ADDITIONS OR DELETIONS TO THIS SURVEY AND/OR REPORTS BY PEOPLE OR PERSONS OTHER THAN THE SIGNING PARTIES ARE PROHIBITED WITHOUT PRIOR WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
21. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY STONER & ASSOCIATES, INC. (S&A). S&A HAS TAKEN PRECAUTIONS TO ENSURE THE ACCURACY OF THIS DOCUMENT AND THE DATA REFLECTED HEREIN. S&A CANNOT NOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE TO THE DATA CONTAINED IN THIS DOCUMENT BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYOR'S CERTIFICATION SEAL) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. S&A MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR RECEIVED BY COMPUTER OR OTHER ELECTRONIC MEANS. CONTACT S&A FOR VERIFICATION OF ACCURACY.

CERTIFIED TO:

BCD DANIA OAKS, LLC

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE, ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF SIGNATURE 8/11/16

RICHARD C. CRAWFORD, JR.
PROFESSIONAL SURVEYOR AND MAPPER NO. 5371
STATE OF FLORIDA
STONER AND ASSOCIATES, INC. L.B. 6633
rcrawford@stonersurveyors.com

NO.	REVISION	DATE	BY

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SURVEYORS - MAPPERS
Florida Licensed Surveying and Mapping Business No. 6633
4341 S.W. 62nd AVENUE, TOWN OF DAVIE, FLORIDA 33314

SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY

BCD DANIA OAKS, LLC

5525 S.W. 40th AVENUE
DANIA BEACH, BROWARD COUNTY, FLORIDA 33314

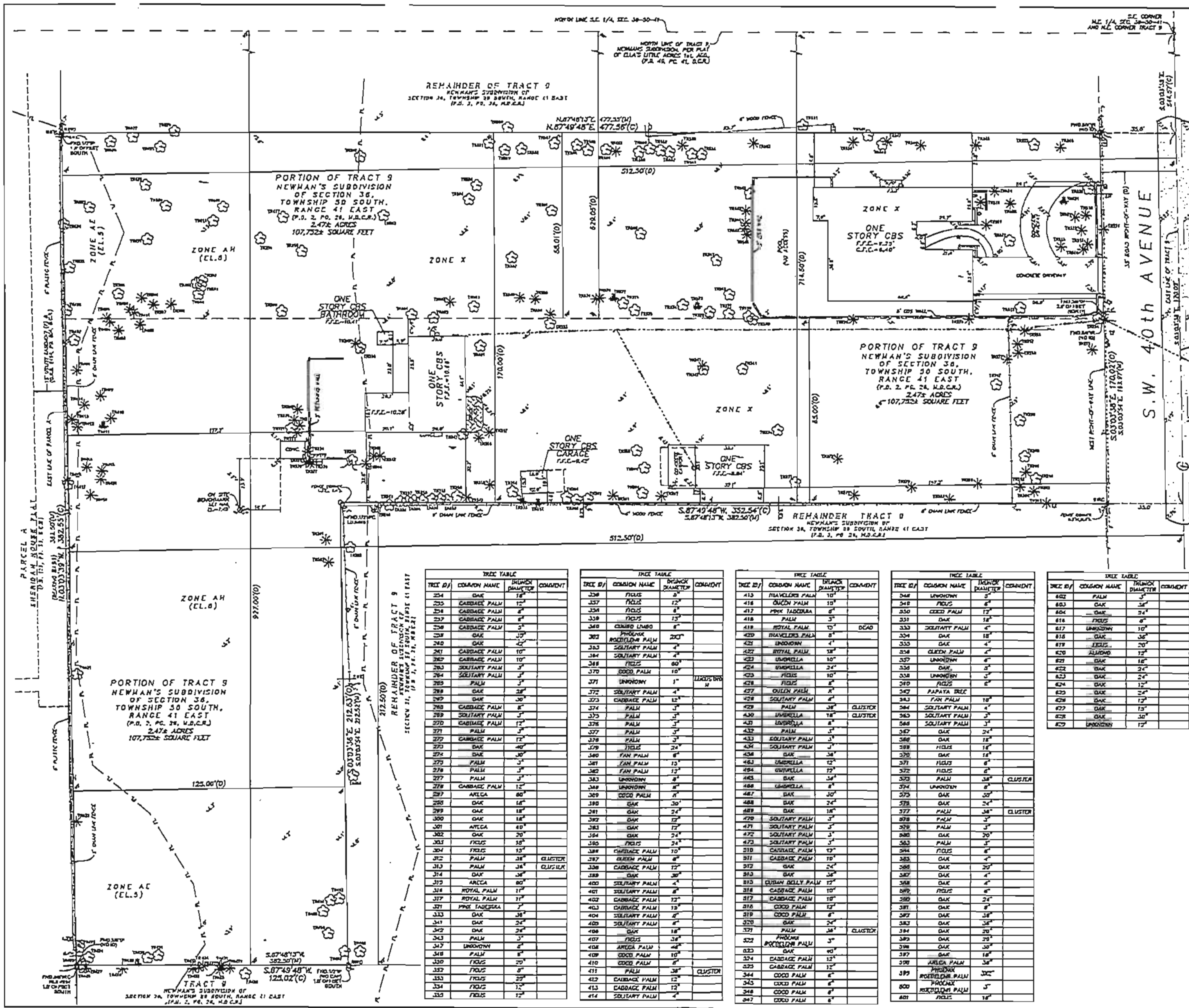
LAST DATE OF FIELD SURVEY 08/02/16
DRAWN: CAL
CHECKED: RJC
BOOK/PAGE(S): [illegible]
& DATA COLLECTOR

SEAL

NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

PROJECT 16-8416

SHEET NO. 1 OF 2



TREE ID#	COMMON NAME	TRUNCK DIAMETER	COMMENT
254	OAK	18"	
255	CABBAGE PALM	12"	
256	CABBAGE PALM	8"	
257	CABBAGE PALM	8"	
258	CABBAGE PALM	5"	
259	OAK	35"	
260	OAK	42"	
261	CABBAGE PALM	10"	
262	CABBAGE PALM	10"	
263	SOLITARY PALM	3"	
264	SOLITARY PALM	3"	
265	PALM	3"	
266	OAK	28"	
267	OAK	30"	
268	CABBAGE PALM	8"	
269	SOLITARY PALM	3"	
270	CABBAGE PALM	12"	
271	PALM	3"	
272	CABBAGE PALM	12"	
273	OAK	40"	
274	OAK	30"	
275	PALM	3"	
276	PALM	3"	
277	PALM	3"	
278	CABBAGE PALM	12"	
297	ARECA	60"	
298	OAK	18"	
299	OAK	18"	
300	OAK	18"	
301	ARECA	40"	
302	OAK	20"	
303	FICUS	18"	
304	FICUS	15"	
312	PALM	38"	CLUSTER
313	PALM	38"	CLUSTER
314	OAK	36"	
315	ARECA	60"	
316	ROYAL PALM	17"	
317	ROYAL PALM	17"	
321	PINK TABEBUIA	7"	
333	OAK	36"	
341	OAK	24"	
342	OAK	28"	
343	PALM	3"	
347	UNKNOWN	8"	
348	PALM	5"	
330	FICUS	20"	
332	FICUS	8"	
333	FICUS	20"	
334	FICUS	12"	
335	FICUS	12"	

TREE ID#	COMMON NAME	TRUNCK DIAMETER	COMMENT
336	FICUS	5"	
337	FICUS	12"	
338	FICUS	8"	
339	FICUS	15"	
360	GUMBO LIMBO	8"	
362	PHOENIX ROEBELENII PALM	20"	
363	SOLITARY PALM	4"	
364	SOLITARY PALM	4"	
368	FICUS	60"	
370	COCO PALM	10"	
371	UNKNOWN	1"	[illegible]
372	SOLITARY PALM	4"	
373	CABBAGE PALM	12"	
374	PALM	3"	
375	PALM	3"	
376	PALM	3"	
377	PALM	3"	
378	PALM	3"	
379	FICUS	24"	
380	FAN PALM	6"	
381	FAN PALM	15"	
382	FAN PALM	12"	
383	UNKNOWN	8"	
388	UNKNOWN	8"	
389	COCO PALM	8"	
390	OAK	30"	
391	OAK	24"	
392	OAK	12"	
393	OAK	12"	
394	OAK	24"	
395	FICUS	24"	
396	CABBAGE PALM	10"	
397	QUEEN PALM	6"	
398	CABBAGE PALM	12"	
399	OAK	30"	
400	SOLITARY PALM	4"	
401	SOLITARY PALM	6"	
402	CABBAGE PALM	12"	
403	CABBAGE PALM	12"	
404	SOLITARY PALM	8"	
405	SOLITARY PALM	6"	
406	OAK	18"	
407	FICUS	36"	
408	ARECA PALM	48"	
409	COCO PALM	10"	
410	COCO PALM	8"	
411	PALM	38"	CLUSTER
412	CABBAGE PALM	12"	
413	CABBAGE PALM	12"	
414	SOLITARY PALM	4"	

TREE ID#	COMMON NAME	TRUNCK DIAMETER	COMMENT
415	TRAVELERS PALM	10"	
416	QUEEN PALM	10"	
417	PINK TABEBUIA	6"	
418	PALM	3"	
419	ROYAL PALM	10"	DEAD
420	TRAVELERS PALM	8"	
421	UNKNOWN	4"	
422	ROYAL PALM	18"	
423	UMBRELLA	10"	
424	UMBRELLA	24"	
425	FICUS	10"	
426	FICUS	8"	
427	QUEEN PALM	8"	
428	SOLITARY PALM	6"	
429	PALM	38"	CLUSTER
430	UMBRELLA	18"	CLUSTER
431	UMBRELLA	8"	
432	PALM	3"	
433	SOLITARY PALM	3"	
434	SOLITARY PALM	3"	
436	OAK	36"	
463	UMBRELLA	12"	
464	UMBRELLA	12"	
465	OAK	36"	
466	UMBRELLA	8"	
467	OAK	30"	
468	OAK	24"	
469	OAK	18"	
470	SOLITARY PALM	3"	
471	SOLITARY PALM	3"	
472	SOLITARY PALM	3"	
473	SOLITARY PALM	3"	
510	CABBAGE PALM	12"	
511	CABBAGE PALM	10"	
512	OAK	24"	
513	OAK	36"	
515	CUBAN BELLY PALM	12"	
516	CABBAGE PALM	10"	
517	CABBAGE PALM	10"	
518	COCO PALM	12"	
519	COCO PALM	6"	
520	OAK	24"	
521	PALM	38"	CLUSTER
522	PHOENIX ROEBELENII PALM	3"	
523	OAK	40"	
524	CABBAGE PALM	12"	
525	CABBAGE PALM	12"	
344	COCO PALM	6"	
345	COCO PALM	6"	
346	COCO PALM	8"	
347	COCO PALM	6"	

TREE ID#	COMMON NAME	TRUNCK DIAMETER	COMMENT
548	UNKNOWN	5"	
549	FICUS	6"	
550	COCO PALM	12"	
551	OAK	18"	
553	SOLITARY PALM	4"	
554	OAK	18"	
555	OAK	4"	
556	QUEEN PALM	4"	
557	UNKNOWN	6"	
558	OAK	8"	
559	UNKNOWN	3"	
560	FICUS	6"	
562	PAPAYA TREE		
563	FAN PALM	18"	
564	SOLITARY PALM	4"	
565	SOLITARY PALM	3"	
566	SOLITARY PALM	3"	
567	OAK	24"	
568	OAK	15"	
569	FICUS	18"	
570	OAK	18"	
571	FICUS	6"	
572	FICUS	6"	
573	PALM	38"	CLUSTER
574	UNKNOWN	8"	
575	OAK	30"	
576	OAK	24"	
577	PALM	34"	CLUSTER
578	PALM	3"	
579	PALM	3"	
580	OAK	20"	
583	PALM	3"	
584	FICUS	6"	
585	OAK	4"	
586	OAK	20"	
587	OAK	4"	
588	OAK	4"	
589	FICUS	6"	
590	OAK	24"	
591	OAK	8"	
592	OAK	38"	
593	OAK	38"	
594	OAK	20"	
595	OAK	20"	
596	OAK	30"	
597	OAK	18"	
598	ARECA PALM	38"	
599	PHOENIX ROEBELENII PALM	30C"	
600	PHOENIX ROEBELENII PALM	3"	
601	FICUS	18"	

TREE ID#	COMMON NAME	TRUNCK DIAMETER	COMMENT
602	PALM	5"	
603	OAK	36"	
604	OAK	24"	
616	FICUS	6"	
617	UNKNOWN	10"	
618	OAK	36"	
619	FICUS	20"	
620	ALMOND	12"	
621	OAK	18"	
622	OAK	24"	
623	OAK	24"	
624	OAK	12"	
625	OAK	24"	
626	OAK	12"	
627	OAK	15"	
628	OAK	30"	
629	UNKNOWN	12"	

ABBREVIATIONS:

LEGEND:

SKETCH OF BOUNDARY, TOPOGRAPHIC AND SPECIFIC PURPOSE (TREE) SURVEY
BCD DANIA OAKS, LLC
5525 S.W. 40th AVENUE
DANIA BEACH, BROWARD COUNTY, FLORIDA 33314

STONER & ASSOCIATES, Inc.
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www.stonersurveyors.com

RICHARD C. CRAWFORD
PROFESSIONAL SURVEYOR AND MAPPER NO. 5321
STATE OF FLORIDA

NO.	REVISION	DATE	BY

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PROJECT 16-8416
SHEET NO. 2 OF 2

BLUEPRINT
2829 HOLLYWOOD BLVD., HOLLYWOOD, FL 33020
OFFICE: 954-920-0991 • FAX: 954-920-8888
• CAD PLOTTING / SCAN TO FILE
• FOAM BOARD HEAT MOUNTING / LAMINA
• BANNERS

NEW TOWNHOUSE COMMUNITY FOR:

OWNER: BCD DANIA OAKS,LLC
DEVELOPER: B2J DEVELOPMENT, GROUP LLC

5461-5471 & 5461-5525 SW 40th AVENUE
DANIA BEACH FL 33314

RECEIVED
JUL 03 2017
Planning Department

OAKS PLACE
A GREEN COMUNITY

PROJECT TEAM

ARCHITECT OF RECORD:
SKLARchitecture
2020 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33020
www.sklararchitecture
TEL - (954) 920-0991
FAX - (954) 920-8888
AA #0002049
IB 0000094
NCARB CERTIFIED

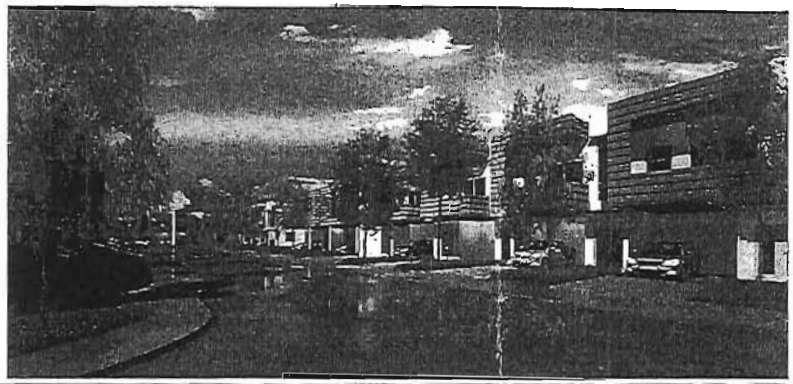
CIVIL ENGINEER:
Regina Bobo-Jackson, P.E.
Cedar Construction Associates, Inc.
1290 Temple Street Cooper City, FL 33330
Office 954.434.8505
Fax 954.434.3404
Cell 954.649-5068

MEP ENGINEER:
DELTA G CONSULTING ENGINEERS.
GEORGE IAN SUAN, PE, LEED AP, PRESIDENT
707 NE 180 AVE, SUITE 300 FT. LAUDERDALE, FL 33304
TEL: 954.[illegible] EXT.34
FAX: 954.[illegible]
WEBSITE: WWW.DELTAG.NET

LANDSCAPE ARCHITECT:
KIMBERLY MOYER, RLA
LANDSCAPE ARCHITECTURE
954.[illegible]

IRRIGATION CONSULTANT:
KENNETH DIDONATO, INC.
TEL: 954.[illegible]

PROJECT RENDERING



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A0.2 BUILDING 1,2,3,8 PERSPECTIVE VIEWS
A0.3 BUILDING 4 & 9 PERSPECTIVE VIEWS
A0.4 CLUBHOUSE PERSPECTIVE VIEWS
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A1.0 ENLARGED SITE PLAN NORTH
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PH 1.0 PHOTOMETRIC PLAN

SURVEY
COMBINED SURVEY
NORTH SURVEY (W/ TREES)
SOUTH SURVEY 1 of 2
SOUTH SURVEY 2 of 2 (W/ TREES)

IRRIGATION
IRR - 1.0 NORTH ZONE
IRR - 1.1 SOUTH ZONE
IRR - 1.2 DETAILS

NOTE: PLAT SUBMITTED SEPARATELY

LEGAL DESCRIPTION

PARCEL "A"
A Parcel described on the South 99.00 feet of the North 437.03 feet of the West 784.50 feet of the East 322.50 feet of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida. LESS the South 4.00 feet of the East 70.372 thereof.

PARCEL "B"
A Parcel of Tract 9, Section 36, Township 50 South, Range 41 East, Broward County, Florida, and more particularly described as follows: The South 777.52 feet of the North 544.53 feet of the West 322.55 feet of the East 352.55 feet of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida.

LESS AND EXCEPT THE FOLLOWING:
Commence at the most Northeasterly corner of the South 777.52 feet of the North 544.53 feet of the West 322.55 feet of the East 352.55 feet of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida Thence South 87°45'42" West for a distance of 703.72 feet to the Point of Beginning: Thence South 00°00'38" East, a distance of 4.00 feet Thence South 87°45'42" West, a distance of 80.76 feet; Thence North 00°00'38" West, a distance of 4.00 feet; Thence North 87°45'42" East, a distance of 80.76 feet to the Point of Beginning.

PARCEL C
The South 777.52 feet of the North 544.53 feet of the West 322.55 feet of the East 352.55 of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, according to the Plat thereof, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida, LESS the South 117.52 feet of the East 108.05 thereof. Said land situate, lying and being in Broward County, Florida.

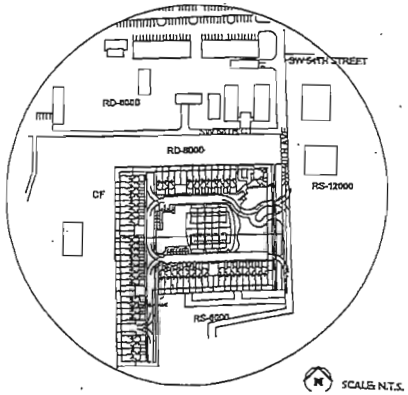
TOGETHER WITH

The South 48.00 feet of the North 194.50 feet of the east 352.50 feet of tract 9, and the West 125 feet of the South 323.50 feet of the North 937.00 feet of the East 352.50 feet of tract 9, in section 36, township 50 South, range 41 East of Newman's survey, as recorded in plat book 2, page 26, of the public records of Miami-Dade County, Florida said land situate, lying and being in county, Florida. Excepting therefrom the East 25 feet for road right of way.

AND

The South 80.00 feet of the North 629.05 feet of the East 352.50 feet of tract 9, in section 36, township 50 South, range 41 East of Newman's survey, as recorded in plat book 2, Page 26, of the public records of Miami-Dade County, Florida said land situate, lying and being in Broward

KEY PLAN



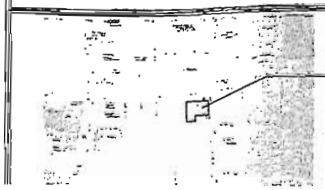
SCALE: N.T.S.

RESIDENTIAL GREEN BUILDING PRACTICES

CHAPTER 151.158 LARGE DEVELOPMENTS

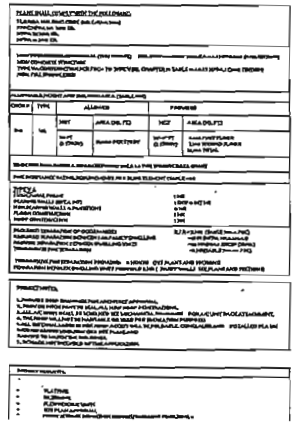
1. RADIANT BARRIER - ENERGY STAR QUALIFIED - APPLIED TO ATTIC INSULATION.
2. ENERGY STAR APPROVED ROOFING MATERIALS.
3. PROGRAMMABLE THERMOSTATS.
4. OCCUPANCY / VACANCY SENSORS.
5. DUAL FLUSH TOILETS (LESS THAN 1 GALLON TO FLUSH LIQUID AND 1.6 GALLONS OR LESS FOR SOLIDS, PER USGBC).
6. AT LEAST 80% OF PLANTS, TREES AND GRASSES PER THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT RECOMMENDATIONS.
7. LED LIGHTING AND LOW VOLTAGE LANDSCAPE LIGHTS THAN RUN ON A TIMER.
8. ENERGY PERFORMANCE AT LEAST 10% MORE EFFICIENT THAN STANDARD ESTABLISHED BY ASHRAE (LATEST EDITION).
9. INSULATED HOT WATER PIPES. ALL HOT WATER PIPES SHALL HAVE A MINIMUM OF 1/2" INSULATION, INCLUDING BURIED PIPES.
10. MERV OF AIR FILTERS ON ALL AIR CONDITIONING UNITS AT LEAST 8 WITH ANTI-MICROBIAL AGENT.
11. TANKLESS WATER HEATER IN LIEU OF A STANDARD TANK WATER HEATER.
DOCUMENTATION OF ENERGY SAVINGS MUST BE PROVIDED.

LOCATION MAP



SCALE: N.T.S.

CODE ANALYSIS / PROJECT DATA



SKLARchitecture
AR L. DILAR
LICENSE #AR0015

REVISIONS

OAKS PLACE (CE TOWNHOMES)
A GREEN COMUNITY
DANIA BEACH, FL 33314
OWNER: BCD DANIA OAKS LLC
DEVELOPER: B2J DEVELOPMENT GROUP, LLC

0. REVIEW SET
0. PRELIMINARY
0. NOT FOR CONSTRUCTION
0. DRY RUN PERMIT SET
0. PERMIT SET
0. BID SET
0. CONSTRUCTION SET

SUBMITTAL DATE: 06-30-17

DRAWN BY:
CHECKED BY:
AR. DILAR

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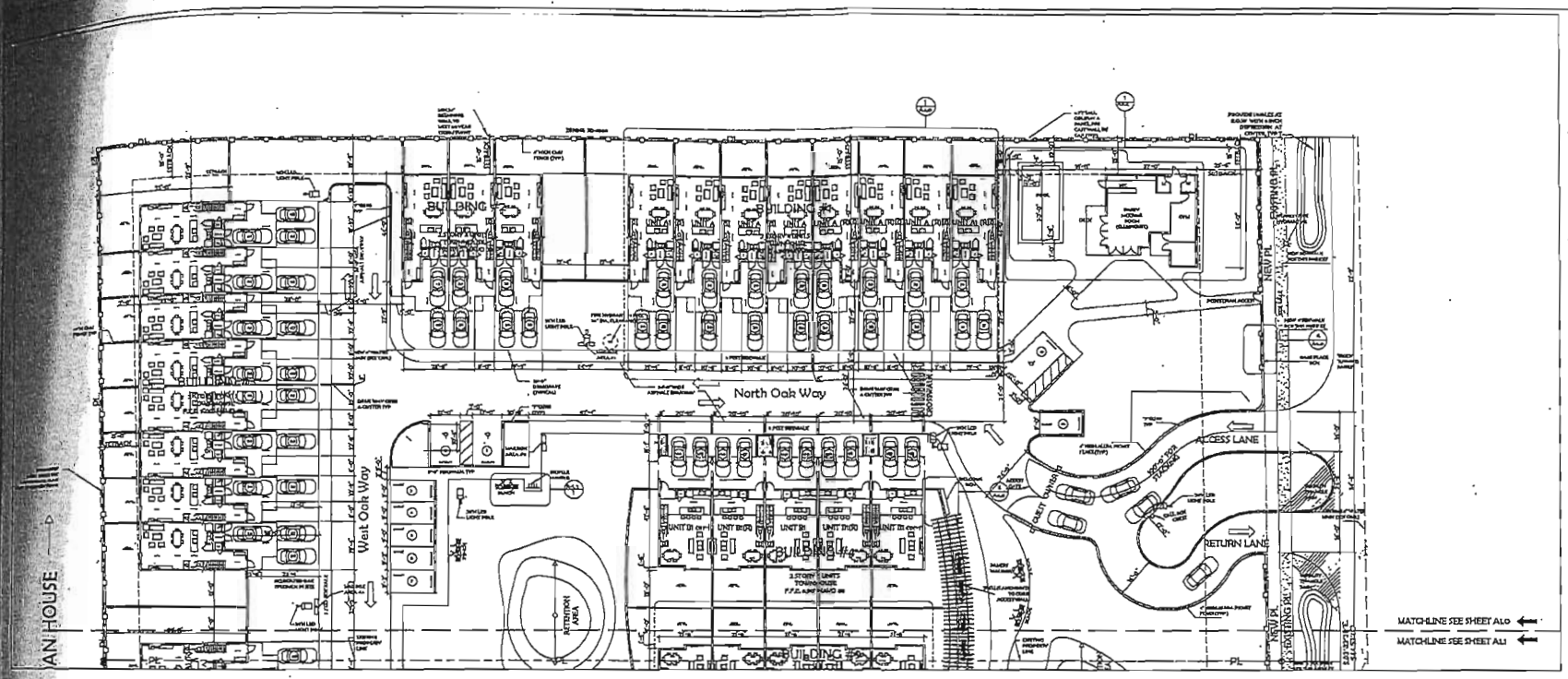
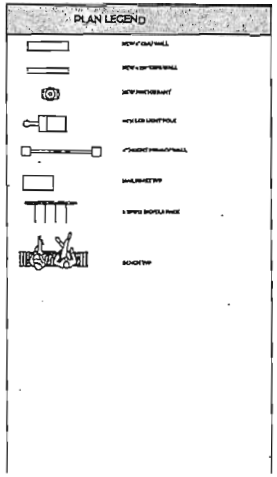
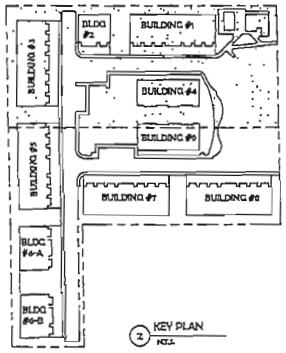
A0.0

PROJECT #: 16-[illegible]



1 SITE PLAN





2 KEY PLAN

PROJECT NOTES

1. PROVIDE SHOP DRAWINGS FOR ARCHITECT APPROVAL.
2. PROVIDE FITCH PANS TO SEAL ALL NEW ROOF PENETRATIONS.
3. ALL UNITS SHALL BE NOTCHED PER MECHANICAL DRAWINGS FOR A/C UNIT PADS ATTACHMENT.
4. THE ROOF WILL NOT BE HABITABLE OR USED FOR RECREATION PURPOSES
5. ALL EXTERNAL LADDERS FOR ROOF ACCESS WILL BE FOLDABLE, CONCEALED AND INSTALLED IN A UN-INCONSPICUOUS LOCATION (SEE SITE PLAN) AND PAINTED TO MATCH THE BUILDING.
6. THE DEVELOPMENT WILL BE GATED
7. SIGNAGE NOT INCLUDED IN THIS APPLICATION.

WILD LIFE PROTECTION NOTICE:
THE AVOIDANCE OF IMPACT TO THE BATS CAPTURE AND RELOCATION OF ANY WILD LIFE SPECIES PROTECTED BY FEDERAL OR STATE LAW IN ACCORDANCE WITH RELEVANT PERMITS AND REGULATION SHALL BE PROVIDED.

- UPON REQUEST, A WRITTEN REPORT OF A QUALIFIED, INDEPENDENT, PRIVATE CONSULTANT, APPROVE BY THE CITY, WHICH EVALUATES THE LAND AREAS EXISTING CONDITIONS, WILDLIFE POPULATIONS OF PROTECTED SPECIES BY NUMBERS AND TYPES AND PROPOSES A SPECIFIC ACTION PLAN FOR THE CONSERVATION WILL BE PROVIDED
- UPON REQUEST, A PROOF OF PERMITS AND COORDINATION WITH FEDERAL, STATE AND COUNTY ENVIRONMENTAL REGULATORY AGENCIES WILL BE PROVIDED.

PROJECT REQUESTS:

- PLATTING
- REZONING
- FLEXIBLE ZONING UNITS
- SITE PLAN APPROVAL
- SETBACK REDUCTION

SKLAR architecture

SEAL
ARE L. SKLAR
LICENSE #AR1475

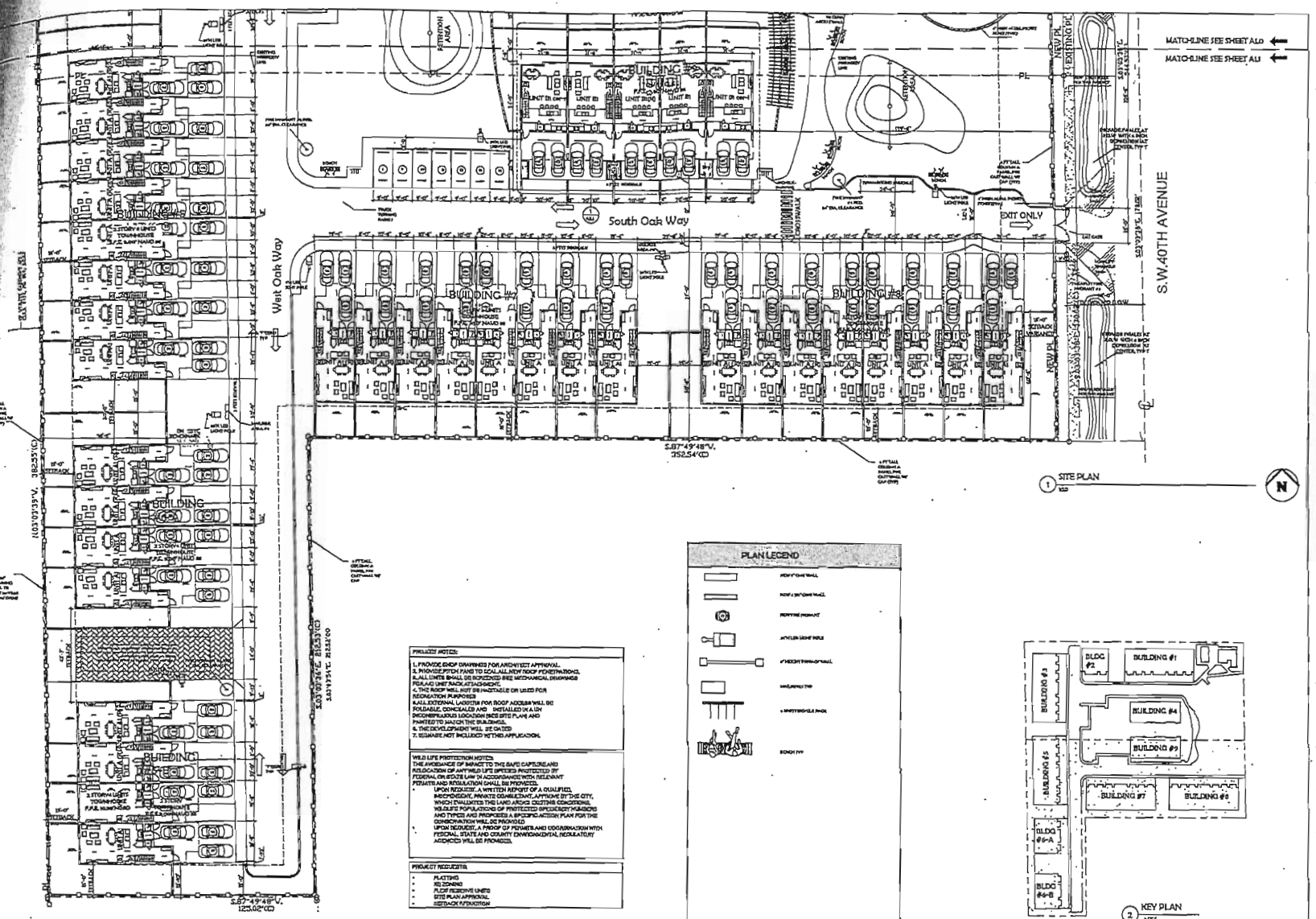
REVISIONS

OAKS PLACE TOWNHOMES

DRAWN BY
AUDRIC GC
CHECKED BY
ARE SKLAR

SITE PLAN

A1.0



PROJECT NOTES:

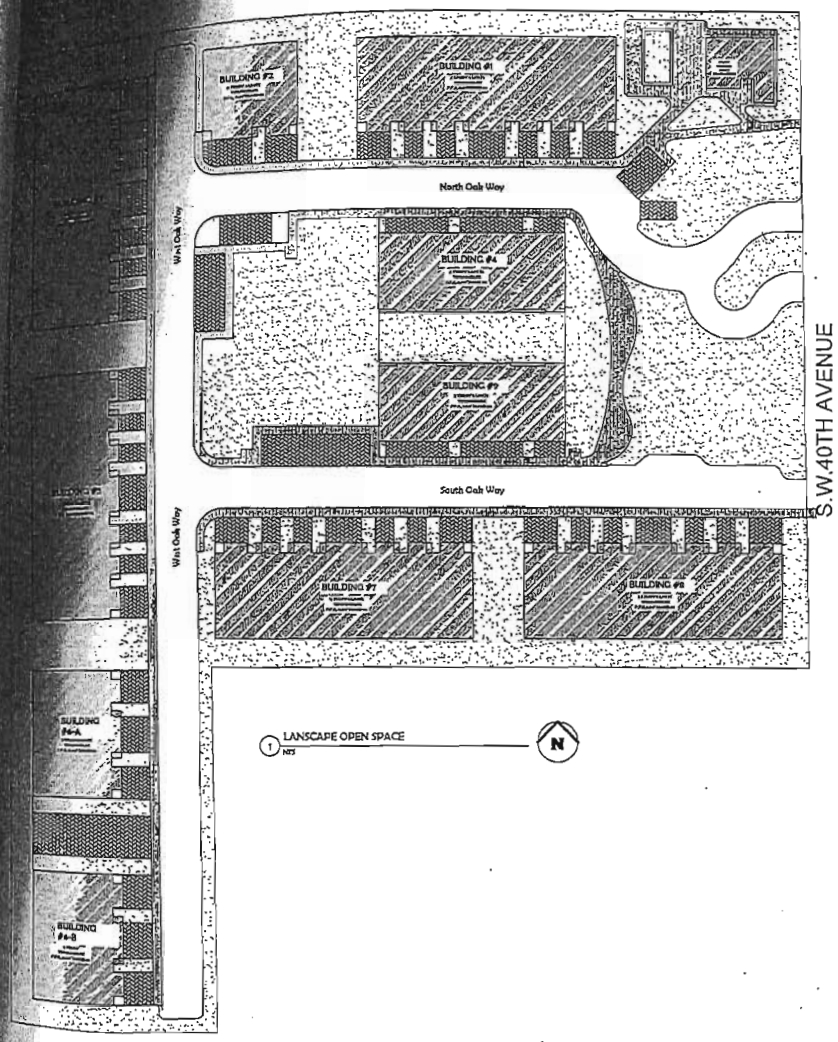
1. PROVIDE ROOF DRAWINGS FOR ARCHITECT APPROVAL.
2. PROVIDE FLASHING TO SEAL ALL NEW ROOF PENETRATIONS.
3. ALL UNITS SHALL BE PROVIDED FREE MECHANICAL DRAINAGE FROM AND UNIT PACKAGE ATTACHMENT.
4. THE ROOF WILL NOT BE HABITABLE OR USED FOR RECREATION PURPOSES
5. ALL EXTERNAL LADDERS FOR ROOF ACCESS WILL BE FOLDABLE, CONCEALED AND INSTALLED IN A DISCREET/FAVOURS LOCATION (SEE SITE PLAN) AND PAINTED TO MATCH THE BUILDINGS.
6. THE DEVELOPMENT WILL BE GATED
7. SIGNAGE NOT INCLUDED IN THIS APPLICATION.

WILD LIFE PROTECTION NOTES:
THE AVOIDANCE OF IMPACT TO THE BATS CAPTURE AND RELOCATION OF ANY WILD LIFE SPECIES PROTECTED BY FEDERAL OR STATE LAW IN ACCORDANCE WITH RELEVANT PERMITS AND REGULATION SHALL BE PROVIDED.

- UPON REQUEST, A WRITTEN REPORT OF A QUALIFIED, INDEPENDENT, PRIVATE CONSULTANT, APPROVE BY THE CITY, WHICH EVALUATES THE LAND AND ITS CULTURAL CONDITIONS, ITS SURVIVE POPULATIONS OF PROTECTED SPECIES BY NUMBERS AND TYPES AND PROVIDES A SPECIFIC ACTION PLAN FOR THE CONSERVATION WILL BE PROVIDED
- UPON REQUEST, A PROOF OF PERMITS AND COORDINATION WITH FEDERAL, STATE AND COUNTY ENVIRONMENTAL REGULATORY AGENCIES WILL BE PROVIDED.

PROJECT REQUESTS:

- PLATTING
- RS ZONING
- FLOOR RESERVE UNITS
- SITE PLAN APPROVAL
- SETBACK REDUCTION



PERVIOUS/ IMPERVIOUS, BREAKDOWN LEGEND

LOT COVERAGE BY ROOFED STRUCTURES - IMPERVIOUS	62,978 SF.
PEDESTRIAN SIDEWALKS - IMPERVIOUS	14,131 SF.
VEHICULAR USE, ROADWAYS, ASSLES, PARKING, - IMPERVIOUS	33,870 SF.
TOTAL IMPERVIOUS	110,987 SF.
LANDSCAPE & GREEN AREAS - PERVIOUS	78,914 SF.
PAVED AREAS - PERVIOUS CALCULATED @ 50%	17,323 SF. X .25 = 4,330 SF
TOTAL PERVIOUS	83,240 SF.

SITE DATA

GENERAL	REQ'D/ALLOWED	PROVIDED
ZONING:	RS-6000 = 5/UNITS/ACRE	PRD-1 = 16 UNITS/ACRE
LAND USE:	LOW (5) RESIDENTIAL	
NET :	N/A	207,224= 4.8 ACRES
CROSS - W PORTION R.O.W.	N/A	222,365= 5.13 ACRES
EXISTING DENSITY (RS-6000)	5.13 ACRES @ 5 UNITS/ACRE =25.65 ALLOWED	
PROPOSED DENSITY (PRD-1)	= 5.13 ACRES @ 16 UNITS/ACRE=82.08 =82 TOWNHOUSES ALLOWED	PROVIDED UNITS 61 TOWNHOUSES
LOT COVERAGE: MAX 40%	40% 40 X 207,224SF / 100 = 82,751.2 SF	62,978SF / 207,224 SF =30% = 62,978 SF
LANDSCAPE OPEN SPACE:	GREEN AREA 35 % PERVIOUS RAISED	15,803 SF x.25 = 3,950.75 SF; 79,150 SF; 83,000 SF TOTAL
	MIN 30% PERVIOUS AREA IMPERVIOUS AREA SHALL NOT EXCEED 60% IN RESIDENTIAL ZONING DISTRICTS PER Sec. 33F-104.	83,240 SF / 207,224 SF = 40% PERVIOUS

PRD-1 TOWNHOUSES		
LOT MINIMUM	REQ'D/ALLOWED	PROVIDED
AREA (SQ FT)	N/A	N/A
WIDTH (FT)	22	124
DEPTH (FT)	N/A	N/A
BULK MAXIMUM	REQ'D/ALLOWED	PROVIDED
HEIGHT (Stories/FT)	3/35'	2/25'
YARD MINIMUM	REQ'D/ALLOWED	PROVIDED
FRONT (FT)	25'	15'
INTERIOR & REAR SIDE Bldg/Other (FT)	15' for 2 stories	15'
CORNER SIDE (FT)	25'	N/A
INTERIOR OF LOTS BETWEEN BUILDINGS (FT)	15'	30'
ARTICLE 20 SPECIAL FLOOR AREA	REQ'D/ALLOWED	PROVIDED
MAXIMUM LENGTH OF A TOWNHOUSE (FT)	150'	150'
MINIMUM FLOOR AREA (900) SF for two-bedroom units (1,250) SF for three-bedroom units	900 SF for two-bedroom units (1,250) SF for three-bedroom units	1,334 SF for two-bedroom units 1,515 SF for three-bedroom units

PARKING CALCULATIONS		REQUESTED	PROVIDED
2.0 PARKING PER UNIT+ 1 GUEST PARKING PER 5 UNITS+	OWNER PARKING 1.5 X 61 UNITS =92 GUEST PARKING (1/5) 61 UNITS =12.2	REQ. 104 PARKING	PER OWNER 123 PARKING; GUEST 12 PARKING (2 ADA); TOTAL 135 PARKING
BICYCLE PARKING CALCULATIONS			
10% OF THE REQUIRED AUTOMOBILE SPACES	104 X .05 = 5.20	REQ. 5.20 PARKING	15 PARKING

UNITS/BUILDING BREAKDOWN				
BUILDING	NUMBER OF DWELLING UNITS	TOTAL (GROSS) S.F. LOT COVERGAE	SQ.FT RANGE PER UNIT (AC)	TOTAL S.F BUILDING (AC)
BUILDING # 1	8 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	7,872 SQ FT	1,614 SQ FT	12,912 SQ FT
BUILDING # 2	3 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	2,522 SQ FT	1,614 SQ FT	4,842 SQ FT
BUILDING # 3	8 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	7,872 SQ FT	1,614 SQ FT	12,912 SQ FT
BUILDING # 4	5 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	4,375 SQ FT	1,598 SQ FT	7,990 SQ FT
BUILDING # 5	8 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	7,872 SQ FT	1,614 SQ FT	12,912 SQ FT
BUILDING # 6A	4 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	3,936 SQ FT	1,614 SQ FT	6,456 SQ FT
BUILDING # 6B	4 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	3,936 SQ FT	1,614 SQ FT	6,456 SQ FT
BUILDING # 7	8 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	7,872 SQ FT	1,614 SQ FT	12,912 SQ FT
BUILDING # 8	8 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	7,872 SQ FT	1,614 SQ FT	12,912 SQ FT
BUILDING # 9	5 UNITS – , 3 BDR, 2.5 BATH, 2 STORY	4,375 SQ FT	1,598 SQ FT	7,990 SQ FT
CLUB HOUSE	N/A	995 SQ FT	995 SQ FT	998 SQ FT
GRAND TOTAL	61 UNITS	60,239 SQ FT		99,289 SQ FT

SKLARchitecture

SEAL
ARI L. SKLAR
LICENSE #AR-93

REVISIONS

NEW TOWNHOUSE BUILDING

OAKS PLACE TOWNHOMES

5.40 W 40TH AVENUE
HIALEAH, FL
OAKS PLACE OAKS, LLC
SKLARchitecture
ARI L. SKLAR, ARCHITECT - OWNER LLC

REVIEW SET
PRELIMINARY
NOT FOR CONSTRUCTION
DRY RUN PERMIT SET
PERMIT SET
BID SET
CONSTRUCTION SET

SUBMITTAL DATE: 08-04-2021

DRAWN BY:
Author
CHECKED BY:
ARI SKLAR

LANDSCAPE OPEN SPACE & SITE DATA CALCULATIONS BREAKDOWN

A1.2

PROJECT #: 18-006

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDED DEVELOPMENT AGREEMENT WITH DANIA LIVE 1748, LLC FOR THE DEVELOPMENT OF THE DANIA POINTE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memorandum, Resolution, Amended and Restated Development Agreement Dania Pointe, Exhibit A of the Development Agreement, Exhibit C of the Development Agreement, Exhibit D of the Development Agreement, Exhibit E of the Development Agreement, Exhibit F of the Development Agreement

MEMORANDUM

DATE: November 14, 2017

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director

SUBJECT: **Amendment to the Development Agreement with Dania Live 1748, LLC for Off-Site Public Improvements Related to the Dania Pointe Development Project**

The Dania Pointe project has been the subject of numerous public hearings and development approvals during the previous few years, including: rezonings, platting, development regulations, development agreements, master plans and site plans. Specifically on October 25, 2016, the City Commission approved a Development Agreement with Dania Live 1748, LLC for off-site improvements related to the Dania Pointe.

The Development Agreement for the Dania Pointe project requires the Developer to timely construct and coordinate the completion of certain off-site public improvements. The required off-site public improvements were defined and coordinated by the City of Dania Beach, Broward County and Florida Department of Transportation (FDOT). In summary, these off-site improvements include:

- Off-site sewer force main
- Roadway improvements: Stirling Road on and off-ramps, Stirling Road / NW 18th Street intersection, Bryan Road, Old Griffin / New Griffin Road intersection, Stirling Road / Bryan Road intersection, participation in the future West Dania Beach Boulevard extension and bridge and all related frontage improvements.

Subsequently, the preliminary designs of the roadway improvements have identified necessary revisions and updates to the list of improvements. The Developer is requesting to amend the existing Development Agreement to include the following revisions and updates as follows:

- No longer require that the Certificate of Occupancy (CO) for the new Discount Auto Parts store be conditioned (like the other buildings in Phase 1) upon the completion of the Stirling Road and Bryan Road improvements.
- Remove the requirement to post a performance bond for the traffic signal at Stirling Road and Bryan Road and substitute provisions as required by Broward County.
- Remove the requirement to participate in the engineering and design of a future West Dania Beach Boulevard bridge over the C-10 canal. The Developer

proposes to instead participate with $250,000 toward traffic calming and beautification of NW 1st Street.

These off-site improvements have been identified in previous plans and approvals and the proposed amendments are included in the subject Development Agreement.

RECOMMENDATION
Approve Resolution and Amended Developer's Agreement.

RESOLUTION NO. 2017-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDED DEVELOPMENT AGREEMENT WITH DANIA LIVE 1748, LLC FOR THE DEVELOPMENT OF THE DANIA POINTE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida (the "City") has established a Regional Activity Center (RAC) land use designation to provide for the development of mixed land uses of regional significance;and

WHEREAS, on October 13, 2015, pursuant to Ordinance No. 2015-022, the City established the Planned Mixed-Use Development District (PMUD); and

WHEREAS, Section 340-40(c) of the City of Dania Beach Land Development Code (the "LDC") provides that no building permit for a structure or building may be issued pursuant to PMUD zoning except in conformance with City Commission approval of Development Design Guidelines, including a Master Plan; and

WHEREAS, on May 24, 2016, pursuant to Ordinance No. 2016-008, the City Commission approved the rezoning and related Dania Pointe Development Design Guidelines (the "DDG"), including a Master Development Plan (the "MDP"), for a mixed use development containing approximately 103 acres of land (the "Property") all as more particularly set forth in the Dania Pointe DDG (collectively, the "Dania Pointe Project");and

WHEREAS, the DDG requires that in connection with the development of the Dania Pointe Project, Developer shall enter into a Development Agreement with the City addressing the timely construction and coordinated completion of off-site improvements; and

WHEREAS, in accordance with the above referenced LDC, the approved rezoning and the Dania Pointe DDG, Dania Live 1748, LLC (the "Developer) requested the City to enter into a Development Agreement, which specifically identifies certain off-site improvements and provides for the phased construction and completion of certain off-site improvements; and

WHEREAS, on October 25, 2016, the City Commission approved a Development Agreement with the Developer requiring the construction of certain off-site improvements by the Developer; and

WHEREAS, the City and the Developer wish to amend the previously approved Development Agreement;

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

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

Section 2. That the City Commission approves the execution of the Amended and Restated Development Agreement, a copy of which is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference.

Section 3. That the appropriate City officials are authorized to execute the Amendment to the Development Agreement and any additional documents pertaining to the Amended and Restated Development Agreement and to take all action necessary to implement the terms and conditions of the Development Agreement as amended.

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

Section 5. The City, or the Developer, if so requested by the City Clerk, shall record this Resolution at the Developer's expense in the Public Records of Broward County, Florida.

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

PASSED AND ADOPTED on November 14, 2017.

ATTEST:

LOUISE STILSON, CMC CITY CLERK	TAMARA JAMES MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND DANIA LIVE 1748, LLC

FOR

DANIA POINTE

This Amended and Restated Development Agreement (this "AR Agreement") is entered into this _____ day of October, 2017, between DANIA LIVE 1748, LLC, a Delaware limited liability company (Developer of the Dania Pointe project) (hereinafter "Developer") and the CITY OF DANIA BEACH a municipal corporation and a political subdivision of the State of Florida (hereinafter "City").

The term "Owner" as used hereafter shall mean Developer, its successors, assignees, tenants, agent, contractors, subcontractors and parties in interest.

WITNESSETH:

WHEREAS, the Developer (owning approximately 102 acres of land) and Discount Auto Parts, LLC, a Virginia limited liability company (owning approximately 1 acre of land) together own that certain property located in City, Broward County, Florida, more particularly described in **Exhibit A** attached hereto and made a part hereof, containing approximately 103 acres of land (the "Property"); and

WHEREAS, the City has established a Regional Activity Center (RAC) land use designation to provide for development of mixed land uses of regional significance; and

WHEREAS, on October 13, 2015, pursuant to Ordinance No. 2015-022, the City established the Planned Mixed-Use Development District (PMUD); and

WHEREAS, the PMUD is intended to encourage and facilitate quality development and redevelopment within the RAC by providing flexibility for large scale development accommodating a mix of uses in a complementary and integrated manner; and

WHEREAS, Section 340-40(c) of the City of Dania Beach Land Development Code (the "City Code") provides that no building permit for a structure or building may be issued pursuant to PMUD zoning except in conformance with City Commission approval of Development Design Guidelines, including a Master Plan; and

WHEREAS, on May 24, 2016, pursuant to Ordinance No. 2016-008, the City Commission approved the Dania Pointe Development Design Guidelines (the "DDG") for a mixed use development on the Property, including a Master Development Plan ("MDP"), all as more particularly set forth in the DDG (collectively, the "Project"); and

WHEREAS, the DDG requires that in connection with the development of the Project the developer shall enter into a development agreement addressing the timely construction and coordinated completion of certain off-site improvements as more particularly set forth herein; and

WHEREAS, pursuant to the Broward County plat approval process, the Developer shall be required to enter into an agreement with Broward County for the phased construction and completion of certain off-site improvements (the "Broward County Improvements") attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, Developer has also entered into that certain Traffic Signalization Agreement with Broward County for the construction of certain traffic signals near the Property, such Agreement recorded July 6, 2017 in Official Records Instrument No. 114485105 of the Public Records of Broward County, Florida.

WHEREAS, Developer prepared, and City and Developer entered into, that certain Development Agreement dated November 14, 2016 and recorded under Instrument No. 114041766 of the Public Records of Broward County, Florida pursuant to proceedings taken in accordance with the aforementioned City rules and regulations as cited above (the "Original Agreement"); and

WHEREAS, City and Developer have agreed to make certain modifications to the Original Agreement, and to amend and restate the Original Agreement as set forth below; and

WHEREAS, the Developer has prepared and requested that City enter into this AR Agreement and proceedings have been taken in accordance with the aforementioned City rules and regulations as cited above; and

WHEREAS, the City Commission has determined this AR Agreement is consistent with the DDG, including the MDP and the City Code, except as otherwise provided for in this AR Agreement.

NOW THEREFORE, for and in consideration of the mutual terms and conditions contained in this AR Agreement, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this AR Agreement do herby agree as follows:

1. RECITALS. The foregoing recitations contained in the "Whereas Clauses" are true and correct and are incorporated into and made a part of this AR Agreement as specifically set forth herein. All exhibits to this AR Agreement are hereby deemed a part thereof.

2. Specific Restrictions on Development of Real Property. The Project shall be undertaken and carried out in accordance with all City Codes and Ordinances in effect on the effective date of this AR Agreement, except for those exceptions and variations as set forth in this AR Agreement or any exhibit attached hereto. City and the Owner agree that the development of the Project will be governed in conformance with the following agreements, limitations, and modifications:

a. Permitted Uses. The Project may include all those uses permitted in accordance with the approved Dania Pointe DDG, including the MDP and site plan improvements as may be amended in the future.

b. Permitted Development. The Dania Pointe Project development shall consist of mixed land uses as more particularly set forth in the Dania Pointe DDG, including the MDP as may be amended in the future.

c. Improvements. Owner shall construct off-site improvements as a part of the

Project, as follows (collectively, "Improvements"), such Improvements to be constructed within the time frames set forth in this AR Agreement to completion (the term "completion" shall mean completion sufficient for the issuance of a certificate of completion or an equivalent certification by the applicable governmental authorities) unless expressly set forth below:

1. Improvements as required by the Final Broward County Development Review Report for the Dania Pointe Plat, Plat No. 035-MP-15.

2. Improvements necessary to satisfy those conditions set forth in the Florida Department of Transportation ("FDOT") Access Letter for the Project dated May 9, 2016 (the "Letter") attached hereto and incorporated herein as **Exhibit C** (collectively, subject to subsections a., b., c., d., e., f., and g. as referenced below, the "FDOT Improvements"). Notwithstanding the foregoing, City and Developer agree as follows with respect to the conditions in the Letter:

   a. Developer and FDOT are engaged in ongoing discussions concerning the conditions in the Letter, and if the Letter is subsequently revised to modify any conditions, Developer and City agree to replace the Letter with a replacement letter from FDOT (which will then become the "Letter" for purposes of this AR Agreement), as evidenced by a one-page "Certificate of Substitution" which refers to this AR Agreement and is recorded in the Public Records of Broward County, Florida, provided that such modified conditions are acceptable to City, in its reasonable discretion.

   b. Completion of the FDOT Improvements described in the Letter shall be a condition of City's issuance of a certificate of occupancy for any on-site vertical Project improvements located either north of West Dania Beach Boulevard (such improvements located north of West Dania Beach Boulevard are referred to hereafter collectively as "North Project Improvements"), or south of West Dania Beach Boulevard (such improvements located south of West Dania Beach Boulevard are referred to hereafter collectively as "South Project Improvements"), as more particularly set forth in subsections c., d., e. and f. below.

      By way of clarification, any delays in, or failure to complete the North Project Improvements shall not impede, delay or prevent the issuance of a certificate of occupancy for any South Project Improvements.

   c. Pursuant to Condition 1 of the Letter, Developer shall complete the FDOT Improvements to construct a second northbound right-turn lane and related signal improvements on the I-95 northbound off-ramp at Stirling Road prior to the City's issuance of a certificate of occupancy for any North Project Improvements.

   d. Pursuant to Condition 5 of the Letter, Developer shall complete the FDOT Improvements concerning all right-turn lanes and frontage improvements to Stirling Road prior to the City's issuance of a

certificate of occupancy for any South Project Improvements.

e. Pursuant to Condition 4 of the Letter, Developer shall complete the FDOT Improvements concerning modified traffic signals and intersection improvements at the intersection of Bryan Road and Stirling Road prior to the City's issuance of a certificate of occupancy for any South Project Improvements.

f. Pursuant to Condition 3 of the Letter, Developer shall complete the FDOT Improvements concerning a new traffic signal and intersection improvements at the intersection of Stirling Road and Compass Way prior to the City's issuance of a certificate of occupancy for any South Project Improvements.

g. Pursuant to Condition 2 of the Letter, but notwithstanding subsection 2.c.2.b above, Developer shall complete the FDOT Improvements to reconstruct the intersection of SW 18th Avenue/Oakwood Plaza at Stirling Road to align the southbound and northbound approaches of the intersection to eliminate the north/south split phased signal timing, construct a second eastbound left-turn lane, and lengthen the westbound right-turn lane within one-hundred fifty (150) days of the City's issuance of a certificate of occupancy for any anchor tenant containing at least 120,000 square feet.

h. Notwithstanding the then current status of any improvements required in this Section 2, and notwithstanding any conditions or restrictions on the City's issuance of a certificate of occupancy for South Project Improvements in this AR Agreement, if the City, in its reasonable discretion, is otherwise prepared to issue a certificate of occupancy for the New DAP Improvements, then such certificate of occupancy shall be promptly issued.

3. Roadway modifications (including underground infrastructure to support a future traffic signal), sidewalks, or both at the intersection of Bryan Road and Old Griffin Road as substantially depicted on the drawing attached hereto and incorporated herein as **Exhibit D-1**. The work required in this Section 2.c.3. shall be completed prior to the issuance of a certificate of occupancy for any North Project Improvements, but completion of such work is not a condition of City's issuance of a certificate of occupancy for any South Project Improvements. Accordingly, any delays in, or failure to complete the work required under this Section 2.c.3. shall not impede, delay or prevent the issuance of a certificate of occupancy for any South Project Improvements.

4. Roadway expansion and modifications along the length of the Bryan Road Project frontage, including sidewalks, median improvements, turn lanes, and other elements as substantially depicted on the drawing attached hereto and incorporated herein as **Exhibit E**.

5. Roadway expansion and modifications along the length of the Stirling

Road segment between I-95 and Bryan Road, including sidewalks, median improvements, turn lanes, and other elements, as substantially depicted in the drawing attached hereto and incorporated herein as **Exhibit F**.

6. Developer has no objection to City, Broward County, or both, utilizing Broward County transit-oriented concurrency fee credits specifically for the construction of roadway modifications on Old Griffin Road west of the Bryan Road intersection; provided that Developer shall have no obligation to design or construct such roadway modifications, and there shall be no cost or charge to Developer in connection therewith (other than the aforementioned concurrency fee credits).

7. New off-site sanitary force-main line (the "Sewer Line") provided that all costs of installation of the Sewer Line (the "Sewer Installation, Costs") shall be credited against all applicable Project-related City-imposed sewer impact fees, which include connection fees as defined in the City Code, provided that (1) Sewer Line has been constructed and installed in accordance with plans accepted and approved by City and (2) the total amount of sewer impact fee credits granted shall not exceed the total amount of City-imposed sewer impact fees due for the Project as set forth within the terms of a separate contribution agreement between City and Developer authorized pursuant to Section 27-212 of the City Code. Owner shall attempt to cause the Sewer Line to be completed prior to the issuance of the final certificate of occupancy for the North Project Improvements. If the Sewer Line is not completed prior to the commencement of construction of any North Project Improvements, then at any time thereafter City may require that the Owner post security in the amount of the Sewer Installation Costs in a form reasonably acceptable to City (i.e., bond, letter of credit) (the "Security"). If Owner posts the Security and completes the Sewer Line prior to the date that City is ready to issue the final certificate of occupancy for the North Project Improvements then the Security shall be refunded in full to Owner (or canceled, as applicable). If Owner posts Security and does not complete the Sewer Line prior to the date that the final certificate of occupancy is ready to be issued for the North Project Improvements, then City may utilize the Security to cause the Sewer Line to be completed (it being understood that Owner's entire obligation concerning the Sewer Line shall be limited to the amount of the Security).

8. A covered, lighted bus shelter with trash receptacles for all bus stops on Bryan Road and Stirling Road, at locations along the Project frontage only as required by the Broward County Transit Authority and consistent with applicable Broward County Code standards.

d. Although not required for any governmental approvals by any governmental agency, Owner has voluntarily agreed to pay the sum of $250,000 as a

donation to be used solely for City-installed traffic calming and street beautification improvements along Northwest First Street west of US Highway 1 and east of Bryan Road. Owner shall have no further obligation regarding such improvements other than the aforementioned payment, and all design and construction of such improvements shall be performed by City through its engineers and contractors.

4. Satisfaction of Conditions. Owner may notify City asserting the completion of any of the conditions of this AR Agreement, and as necessary, furnish evidence of same. City shall then consider such notice, inspect the work or proof of completion and, within 45 days, notify the Developer that such conditions have either been found to be completely satisfied, or found to be not completed, with a list of deficiencies. In the event that City fails to take action within 45 days of notification, the completion shall be deemed approved.

5. Amendments. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by City and Owner.

6. Building Permits and Certificates of Occupancy. City agrees to issue to the Owner, upon application and approval, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Project, subject to compliance with all applicable City Code provisions, permit conditions, this AR Agreement and the most current South Florida Building Code Broward County Edition, as amended from time to time.

7. Fees. Owner shall pay all fees as required by Code. Approvals are also based upon payment of City's usual and customary fees and charges for such applications, permits or services, in effect at the time of issuance of the permit or approval, and any financial contribution identified as part of this AR Agreement.

It is further understood and agreed that failure to fulfill any provision of this AR Agreement or the conditions of approval, including any conditions of a specific building permit, may result in non-issuance of Certificates of Occupancy, Certificates of Completion, or other regulatory approvals until such time as all conditions of the specific building permit and this AR Agreement are complied with, and that City shall not be liable for any direct, indirect and/or consequential damages claimed for such non-issuance.

8. Exhibits. Notwithstanding anything herein to the contrary, **Exhibits B, D, E** and **F** hereto are subject to final approval by all applicable governmental agencies with jurisdiction over the Project, and are therefore subject to revision. Provided that such revisions are not material (as determined by City, in its reasonable discretion), this AR Agreement shall not be amended to refer to any such revisions.

9. Sale of Property. It is acknowledged and agreed that while Owner may convey portions of the Property to third parties, the Developer is obligated to cause the construction of the Improvements, subject to the terms and conditions herein; provided, however, that in the event that Developer conveys all or substantially all of the Property to a third party who expressly assumes the obligations of Developer hereunder, then Developer shall deliver not less than thirty (30) days' advance written notice of such conveyance to City. For clarification, owners of one or more condominium units and/or any condominium or homeowners' association lying within or controlling a portion of the Property are exempt from all duties and obligations under this AR Agreement (unless such owner or association is

successor Developer for a reason other than its ownership or control of a condominium unit or condominium elements).

10. Binding Effect of AR Agreement. This AR Agreement shall be binding upon the Owner and City and upon any successive owners, their respective assignees, successors, including any mortgagees who acquire title by deed or foreclosure, legal representatives, heirs and beneficiaries (as applicable) upon acquiring any interest in the Property and shall run with the land.

11. Breach of AR Agreement. In the event that the Owner has materially breached this AR Agreement, prior to issuance of the Certificate of Occupancy, the Owner shall commence to cure the breach within thirty (30) days of notice by City (unless, with respect to any breach the nature of which cannot reasonably be cured within such thirty (30) day period, the Owner commences such cure within such thirty (30)-day period and thereafter diligently prosecutes such cure to completion). If the Owner fails to timely cure a breach following adequate notice, City shall have the right to pursue any remedies available at law or in equity for the purpose of curing the breach and enforcing this AR Agreement.

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

(1) If to City:

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

With a copy to:
Thomas J. Ansbro, Esq.
City Attorney
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

(2) If to the Owner:

Dania Live 1748, LLC
3333 New Hyde Park Road
Suite 100
New Hyde Park, NY 11042

With a copy to:

Dennis Mele, Esq.
Greenspoon Marder, P.A.

200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

And a copy to:

Gary J. Bazydlo, Esq.
Regional Counsel
Kimco Realty Corporation
6060 Piedmont Row Drive South, Suite 200
Charlotte, NC 28287

13. Effective Date of the AR Agreement. This AR Agreement shall become effective upon City Commission approval and execution by the Owner and City.

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

15. Severability. In the event that any portion or section of this AR Agreement is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this AR Agreement, which shall remain in full force and effect.

16. Term of Agreement. This AR Agreement shall run with the land, remain in full force and effect, and be binding on all parties and all persons claiming under it for an initial term of 10 years from the Effective Date. The term hereof shall be automatically extended for additional, consecutive terms of 10 years each, except where the City and Owner jointly execute and record a document modifying the term hereof or terminating the term. Notwithstanding the foregoing, upon completion of all of Developer's obligations hereunder, City, through the City Manager (and without further notice from or action by City), shall promptly cause to be executed and delivered to Owner to record in the Public Records of Broward County, Florida, a certificate that is binding on the City stating that all of the Improvements have been completed to City's satisfaction, and Developer has no further obligations hereunder (the "Certificate of Completion"). The Certificate of Completion, when executed and recorded, shall be conclusive evidence of the termination of the AR Agreement and all obligations thereunder. In the event that Owner reasonably believes that all of its obligations hereunder have been satisfied, then Owner may deliver written notice to City asserting the completion of all such obligations (the "Notice"). City shall consider such Notice and inspect the work or proof of completion as it deems reasonably necessary, and within ninety (90) days of delivery of the Notice shall either deliver the Certificate of Completion to Owner, or, if City in good faith believes that any of the express obligations of Developer under this AR Agreement have not been completed, deliver a detailed and comprehensive list of all such unfinished obligations to Owner. Where the list of unfinished obligations is delivered to Owner, City and Owner shall diligently work together, in good faith and with best efforts, to resolve all such unfinished obligations and cause the Certificate of Completion to be issued as soon as possible thereafter.

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

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

19. Parties to Agreement. This is an agreement solely between the City and Owner. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than the successors or assigns of the City or Owner.

20. Venue. All legal actions arising out of or connected with this AR Agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this AR Agreement.

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

22. Amendment and Restatement. This AR Agreement amends, restates and replaces in full all of the terms and conditions of the Original Agreement. In the event of a conflict between the Original Agreement and this AR Agreement, this AR Agreement shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF this AR Agreement has been executed by the parties on the day and year first above written.

Approved as to form:

By: _____
, City Attorney

CITY OF DANIA BEACH

By: _____
City Manager

Witnesses:

_____

_____

Print Name

DANIA LIVE 1748, LLC, a Delaware limited liability company

By: _____
Name:_____
Title:_____

EXHIBIT A

PROPERTY

EXHIBIT B

Broward County Improvements

LIST OF IMPROVEMENTS AND SCHEDULE

Improvement	Completion Date
Reconstruct Bryan Road to create a three lane cross section with turn lanes as required.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road.
Revised: Provide a raised median on Bryan Road beginning 25' south of the southern 50-foot opening and continuing north and concluding at approximately station 203+90. Provide a bidirectional turn lane from station 203+90 to station 218+00.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road.
Reconstruction of the median along Stirling Road to eliminate and close the directional median opening centered approximately 680 west of Bryan Road. This construction will create a new median opening at the 100-foot opening and shall include construction of two (2) eastbound left turn lanes with 200 feet of storage and 50 feet of transition and a westbound U-turn lane with 180 feet of storage and 50 feet of transition.	Prior to issuance of Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road.
Revised: Construct a proposed signalized intersection at Bryan Road & Old Griffin Road consisting of an eastbound right turn lane with 130 feet of storage and 50 feet of transition, a westbound left turn lane with storage length and transition as approved by the Broward County Highway Construction Division so not to impact existing bridge or seawall. Proposed traffic signal equipment may be installed prior to the signal meeting warrants with the exception of the mast arms and signal heads. Mast arms and signal heads will be installed	Prior to Certificate of Occupancy for a Phase 2 building

following Broward County approval of the signal warrant analysis.	
The removal of all existing driveways in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter, and sidewalk in these openings when necessary to complete the required improvement.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road.
NEW: The closure of the existing northernmost driveway connection to the Ocean Waterway Mobile Home Park located at the intersection of Bryan Road and Old Griffin Road.	Prior to Certificate of Occupancy for a Phase 2 building
<u>TURN LANE IMPROVEMENTS (Secure and Construct)</u>	
A westbound combination bus bay/right turn lane on Stirling Road (SR 848) with 50 feet of transition commencing twenty (20) feet west of the end of the radius at the intersection with Bryan Road and with storage continuing west through the 100-foot opening. The design of this turn lane is subject to the approval of FDOT.	Prior to Certificate of Occupancy of a Phase 1 building.
A westbound right turn lane on Stirling Road (SR 848) at the 60-foot opening with 135 feet of storage and 50 feet of transition.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
Reconstruction of the median along Stirling Road to eliminate and close the directional median opening centered approximately 680 west of Bryan Road. This construction will create a new median opening at the 100-foot opening and shall include construction of two (2) eastbound left turn lanes with 200 feet of storage and 50 feet of transition and a westbound U-turn lane with 180 feet of storage and 50 feet of transition.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
A southbound right turn lane on Bryan Road at the northern 50-foot opening with 200 feet of storage* and 100 feet of transition.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot

	opening on Stirling Road
A southbound right turn lane on Bryan Road at the northern 60-foot opening with 200 feet of storage and 100 feet of transition.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
Revised: Southbound right turn lanes on Bryan Road at all 80-foot openings with 200 feet of storage and 100 feet of transition with the exception of the 80-foot opening located 1156' south of the northern plat limits. This entrance will have a right turn lane with 200 feet of storage and 50 feet of transition.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
Revised: A southbound right turn lane on Bryan Road at the southern 50-foot opening with 200 feet of storage and 50 feet of transition.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
Revised: Two (2) southbound left turn lanes on Bryan Road at the intersection of Stirling Road with 140-feet of storage and 100-feet of transition.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road

Revised: Provide a bi-directional turn lane substantially along the project's Bryan Road frontage	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
SIDEWALK REQUIREMENTS (Secure and Construct)	
Along Stirling Road, as displaced by turn lane construction and/or damage during construction.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
Along Bryan Road adjacent to this plat.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road
SIDEWALK FOR BUS LANDING PAD (Secure and Construct)	
An 8-foot wide x 40-foot long expanded sidewalk for the bus landing pad on Stirling Road (SR 848) commencing 100 feet west of the east plat limits and continuing west for 40 feet. Design must extend to the face of curb and gutter, and is subject to review by the Service and Capital Planning Section of the Transit Division, the Paving and Drainage Section of the Highway Construction and Engineering Division and the Permits Section of the Florida Department of Transportation.	Prior to Certificate of Occupancy for the 8000 sf building adjacent to the 100-foot opening on Stirling Road

An 8-foot wide x 40-foot long expanded sidewalk for the bus landing pad on Bryan Road commencing 540 feet south of the north plat limit and continuing south for 40 feet (along the east plat limit). Design must extend to the face of curb and gutter, and is subject to review by the Service and Capital Planning Section of the Transit Division and the Paving and Drainage Section of the Highway Construction and Engineering Division.	Prior to Certificate of Occupancy of any building other than the 8000 sf retail building adjacent to the 100-foot opening on Stirling Road

EXHIBIT C

FDOT Letter

EXHIBIT D

BRYAN ROAD/OLD GRIFFIN ROAD INTERSECTION IMPROVEMENTS

EXHIBIT E

BRYAN ROAD IMPROVEMENTS FROM OLD GRIFFIN ROAD TO STIRLING ROAD

EXHIBIT F

STIRLING ROAD IMPROVEMENTS FROM I-95 TO BRYAN ROAD

EXHIBIT A

PROPERTY

DANIA POINTE SURVEY BOUNDARY & PLAT

LEGAL DESCRIPTION:

PARCEL OF LAND BEING A PORTION OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; SAID PARCEL CONTAINING ALL OF OR PORTIONS OF THE FOLLOWING DESCRIBED PLATS AND ROAD RIGHT-OF-WAYS:

ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", "DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED IN PLAT BOOK 177, PAGES 81 THRU 83; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; ALL OF THE ABOVE REFERENCED PLATS BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID PARCEL AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33;

THENCE N.01°41'47" W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 668.72 FEET, TO THE MOST NORTHERLY SOUTHWEST CORNER OF SAID PARCEL "A", SAN-MAR PLAT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE S.87°32'08"W. ALONG THE SOUTH LINE OF PARCEL "A", DUKE & DUKE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, A DISTANCE OF 49.21 FEET;

THENCE N.12°26'03"E., A DISTANCE OF 201.54 FEET, TO A POINT ON THE EAST LINE OF PARCEL 'A", SAID DUKE & DUKE SUBDIVISION;

THENCE N.01°41'47"W., ALONG SAID EAST LINE AND THE WEST LINE OF PARCEL "A", OF SAID SAN-MAR PLAT, A DISTANCE OF 231.30 FEET;

THENCE S.88°18'13"W., A DISTANCE OF 513.30 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9), SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.89°43'55"E.

(THE FOLLOWING TWO COURSES BEING COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95 (S.R. 9);

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°00'14" AND A RADIUS OF 5,929.65 FEET, FOR AN ARC DISTANCE OF 414.38 FEET, TO A POINT OF TANGENCY;

THENCE N.04°16'19"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,158.32 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL "A", COMMERCE CENTER OF DANIA;

THENCE N.87°26'02"E., ALONG NORTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33, A DISTANCE OF 569.57 FEET, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS";

THENCE N.01°41'47"W., ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 33 AND THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 295.03 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 295.00 FEET OF SAID TRACT "A";

THENCE N.87°26'02"E., ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 1,324.07 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT "A";

THENCE S.01°44'05"E., ALONG SAID EAST LINE, A DISTANCE OF 295.03 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE S.87°26'02"W., ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 15.00 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A", DANIA OFFICE PARK;

THENCE S.01°29'36"E., ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 2,295.74 FEET;

THENCE S.05°20'43"W., A DISTANCE OF 100.78 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 200.00 FEET, TO THE MOST NORTHERLY SOUTHEAST CORNER OF SAID PARCEL "A";

THENCE S.43°02'17"W., A DISTANCE OF 42.08 FEET, TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL "A", (THE FOLLOWING THREE COURSES BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL "A");

THENCE S.87°34'11"W., A DISTANCE OF 53.26 FEET;

THENCE N.85°35'15"W., A DISTANCE OF 100.72 FEET;

THENCE S.87°34'11"W., A DISTANCE OF 200.03 FEET, TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A", SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID TRACT "A", "THE GADDIS PLAT";

THENCE S.01°32'39"E., ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 10.00 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE S.87°34'11"W., ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 2.85 FEET (THE FOLLOWING THREE COURSE BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF STIRLING ROAD (S.R. 848) AS DEDICATED BY OFFICIAL RECORD BOOK 22110, PAGE 521 OF SAID PUBIC RECORDS);

THENCE N.78°56'04"W., A DISTANCE OF 51.42 FEET;

THENCE S.87°34'11"W., A DISTANCE OF 217.00 FEET;

THENCE S.02°25'49"E., A DISTANCE OF 12.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID TRACT "A";

THENCE S.87°34'11"W., ALONG THE SOUTH LINE OF SAID TRACT "A", AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 269.97 FEET;

THENCE S.01°32'39"E., A DISTANCE OF 2.00 FEET, TO A POINT ON A LINE 53.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E.1/4);

THENCE S.87°34'11"W., ALONG SAID PARALLEL LINE A DISTANCE OF 30.14 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF PARCEL "A", "STIRLING ROAD PLAZA", RECORDED IN PLAT BOOK 178, PAGE 112, OF SAID PUBLIC RECORDS;

THENCE N.01°38'44"W., ALONG SAID SOUTHERLY EXTENSION, ALONG SAID EAST LINE AND ALONG THE EAST LINE OF PARCEL "A", HILTON GARDENS AT STIRLING ROAD, RECORDED IN PLAT BOOK 171, PAGE 14, OF SAID PUBLIC RECORDS, A DISTANCE OF 615.92 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE S.87°32'08"W., ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 335.53 FEET; TO THE POINT OF BEGINNING;

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 102.03 ACRES, (4,444,235 SQUARE FEET), MORE OR LESS.

EXHIBIT C

FDOT Letter

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

May 9th, 2016

Christopher Heggen
Kimley-Horn and Associates Inc
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

Dear Mr. Heggen:

RE: **May 9th, 2016** Access Management Review Committee to allow for Category G Driveway
Applicant & Property Owner: Dania Live 1748, LLC
Broward County, (Urban) **City of Dania Beach, State Road: 848**
Section: 86016 **MP:** 5.7 **Access Class:** 05 **Posted Speed:** 45 mph **Site Acreage:** 80 Acres
Proposed Land Use: Retail, Bank, Office, Hotel, Residential, Gas Station
Maximum Square Footage: 893,000 SF Retail, 7,000 SF Bank with Drive-through, 506,000 SF Office, 300 Hotel Units, 1,000Multi-family Residential Units, 12 Fueling Positions Gas Station
Project Name & Address: Dania Pointe – 181 South Bryan Road, Dania Beach, Florida 33004
Date of Pre-application Review: May 14, 2015

Request: Access locations 1 through 4 are located on SR 848/Stirling Road.
Access to Public Right-of-Way 1: Maintain existing right-in/right-out access approximately 390 feet east of I-95 (SW 18th Court).
Access to Public Right-of-Way 2: Full-access signalized access (SW 18th Street approximately 190 feet east of Access to Public Right-of-Way 1.
Driveway 3: Right-in/right-out driveway approximately 360 feet east of SW 18th Street.
Driveway 4: Full access signalized driveway approximately 450 feet east of Driveway 3.

This request is: **Approved with Conditions**

Conditions: / Comments:

1) Construct a second northbound right-turn lane on the I-95 northbound off-ramp at Stirling Road. Prior to permit approval, submit and get approval of an Interchange Access Request (IAR) for the second northbound right-turn lane at I-95 and Stirling Road. An IAR must include sufficient transportation analysis and documentation to address operational and engineering issues consistent with FDOT policy, procedures, and Interchange Access request guidelines.

2) Reconstruct the intersection of SW 18th Ave / Oakwood Plaza at Stirling Road to align the southbound and northbound approaches of the intersection to eliminate the north/south split phased signal timing, construct a second eastbound left-turn lane, and lengthen the westbound right-turn lane.

3) At the proposed new signalized intersection on Stirling Road construct two eastbound left-turn lanes, one westbound left-turn lane, and one westbound right-turn lane.

4) At the intersection of Stirling Road and Bryan Road construct a second eastbound left-turn lane OR commit to contributing the cost of constructing a second eastbound left-turn lane and associated roadway/bridge widening.

5) Right turn lanes shall be provided at all driveways.

- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage.
- A Storm Water Pollution Prevention Plan must be submitted with the application if there will be more than one acre of "disturbed area" (as defined by the Florida Department of Environmental Protection (FDEP)
- If additional right-of-way is required to implement the proposed improvements, the applicant shall donate the right-of-way to the Department.
- All existing driveways not approved in this letter must be fully removed and the area restored.

Comments:
Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering plans to the Department for permitting. The Department's personnel shall review these plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. Please note that this letter does not guarantee permit approval. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department.

Committee approvals and conditions which are at variance with Department rules or standards are not binding in the permitting process for more than **12 months**.

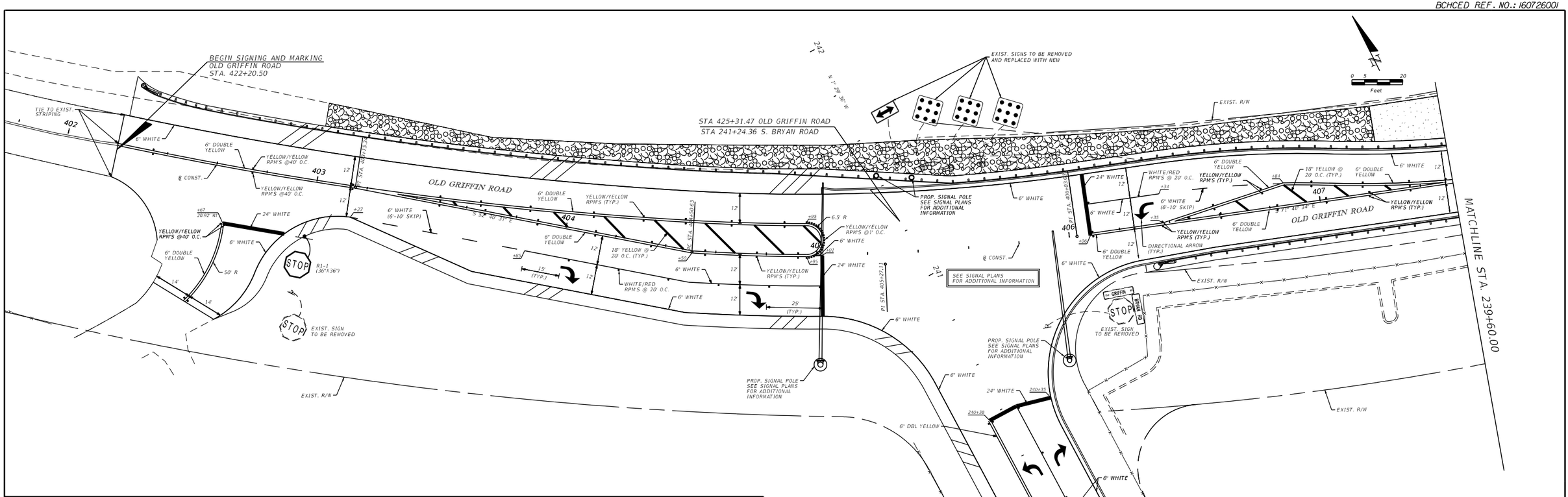
Please submit a copy of this letter with your permit application. Contact Geysa Sosa, P.E. at the District Permits Office with any questions regarding the permit application at telephone number 954-777-4377, fax number 954-677-7893 or e-mail: geysa.sosa@dot.state.fl.us.

For right-of-way dedication requirements go to: https://gis.dot.state.fl.us/OneStopPermitting: Click on Statewide Permit News. Scroll down to District 4. Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

THE ACCESS MANAGEMENT REVIEW COMMITTEE

With the above ruling I	Agree	Disagree	
Howard Webb, P.E. District Design Engineer	✓	____	May 9, 2016
Mark Plass, P.E. District Traffic Operations Engineer	✓	____	May 9, 2016
Morteza Alian, P.E. District Maintenance Engineer	✓	____	May 9, 2016
Steven Braun, P.E. Planning & Environmental Engineer	✓	____	May 9, 2016

cc: Roger Lemieux
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2016-04-07 & Variance\AMRC Meeting\Dania Pointe\86016 MP 5.700 SR 848_Dania Pointe.docx



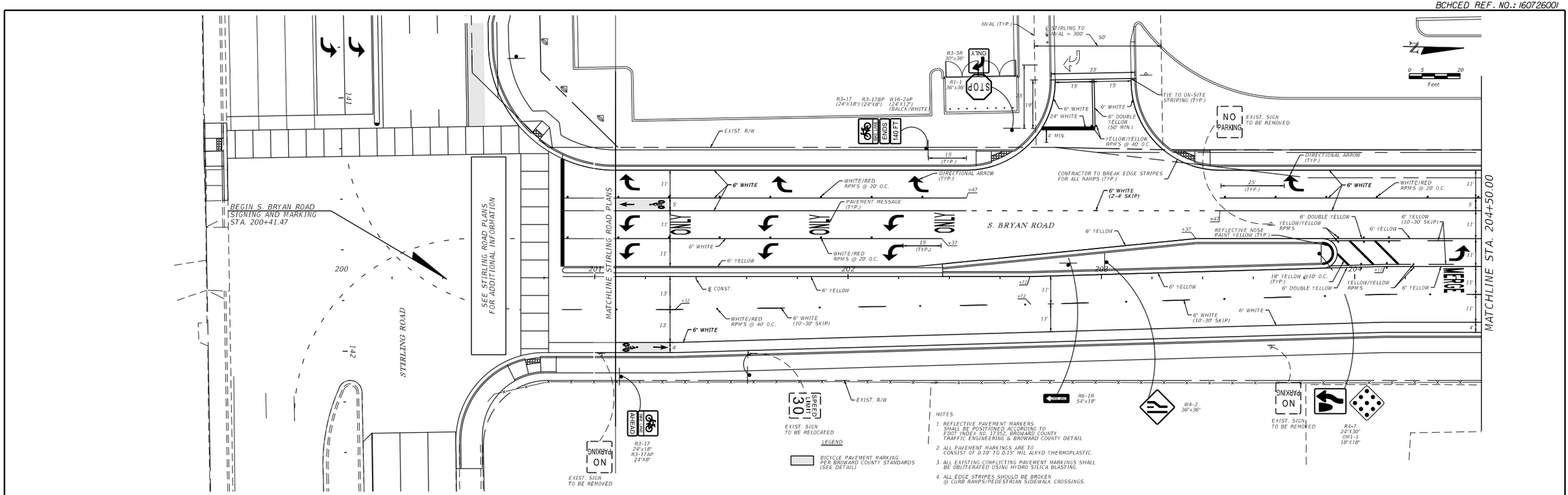
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

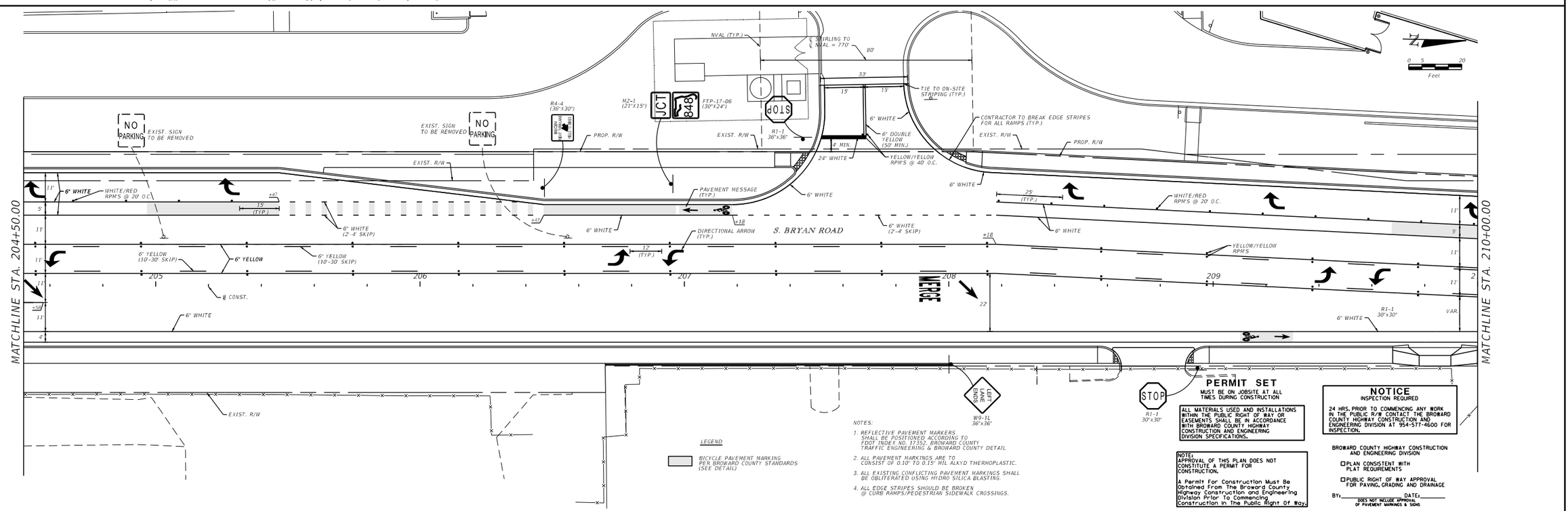
Kimley»Horn
ERIC J. KLEIER, P.E.
P.E. LICENSE NUMBER 64076
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

DANIA LIVE 1748, LLC
CITY OF DANIA BEACH, FLORIDA
DANIA POINTE PHASE I
ROADWAY IMPROVEMENTS

SIGNING AND MARKING

SHEET NO. 20





PERMIT SET
MUST BE ON JOBSITE AT ALL TIMES DURING CONSTRUCTION

ALL MATERIALS USED AND INSTALLATIONS WITHIN THE PUBLIC RIGHT OF WAY OR EASEMENTS SHALL BE IN ACCORDANCE WITH BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION SPECIFICATIONS.

NOTE:
APPROVAL OF THIS PLAN DOES NOT CONSTITUTE A PERMIT FOR CONSTRUCTION.

A Permit For Construction Must Be Obtained From The Broward County Highway Construction and Engineering Division Prior To Commencing Construction In The Public Right Of Way.

NOTICE
INSPECTION REQUIRED

24 HRS. PRIOR TO COMMENCING ANY WORK IN THE PUBLIC R/W CONTACT THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION AT 954-577-4600 FOR INSPECTION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

☐ PLAN CONSISTENT WITH PLAT REQUIREMENTS

☐ PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING AND DRAINAGE

BY:_____ DATE:_____
DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

REVISIONS					
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DANIA LIVE 1748, LLC
CITY OF DANIA BEACH, FLORIDA
DANIA POINTE PHASE I
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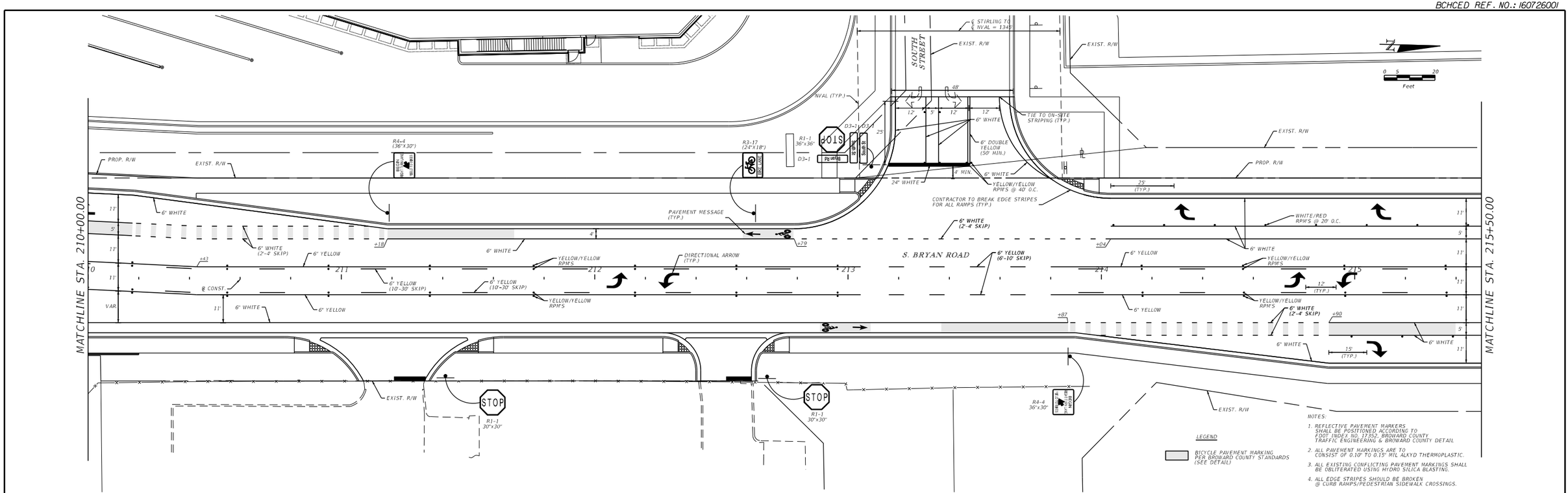
BRYAN ROAD SIGNING AND MARKING

SHEET NO. 43

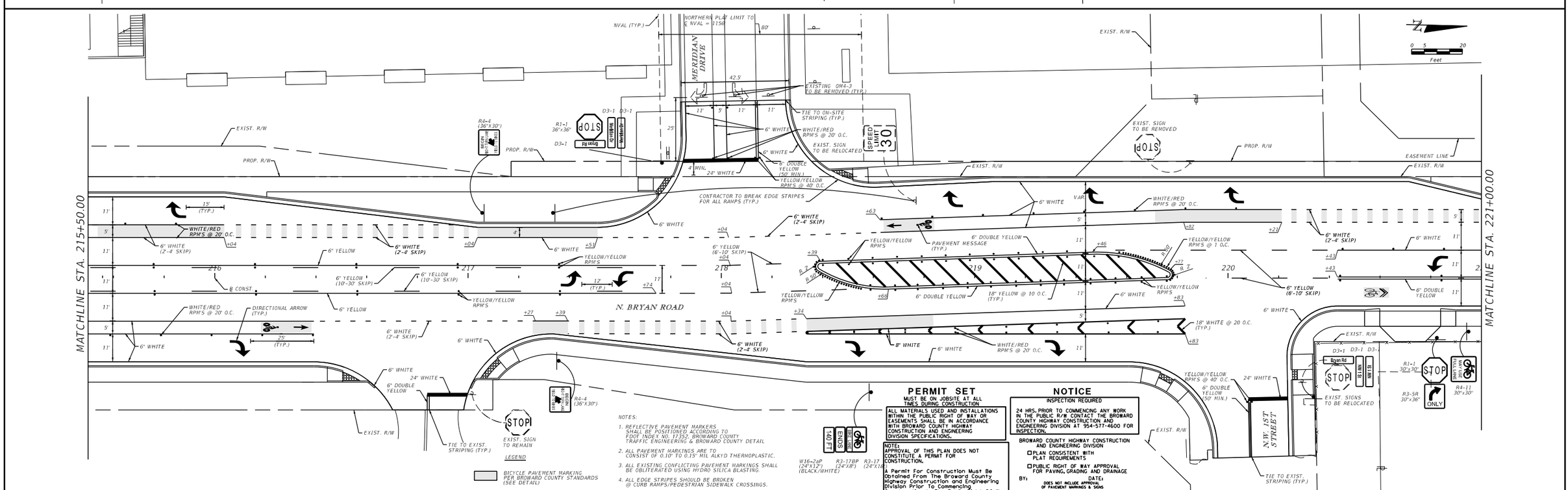


NOTES:

1. REFLECTIVE PAVEMENT MARKERS SHALL BE POSITIONED ACCORDING TO FDOT INDEX NO. 17352, BROWARD COUNTY TRAFFIC ENGINEERING & BROWARD COUNTY DETAIL
2. ALL PAVEMENT MARKINGS ARE TO CONSIST OF 0.10" TO 0.15" MIL ALKYD THERMOPLASTIC.
3. ALL EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE OBLITERATED USING HYDRO SILICA BLASTING.
4. ALL EDGE STRIPES SHOULD BE BROKEN @ CURB RAMPS/PEDESTRIAN SIDEWALK CROSSINGS.

LEGEND

BICYCLE PAVEMENT MARKING PER BROWARD COUNTY STANDARDS (SEE DETAIL)



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BICYCLE PAVEMENT MARKING PER BROWARD COUNTY STANDARDS (SEE DETAIL)

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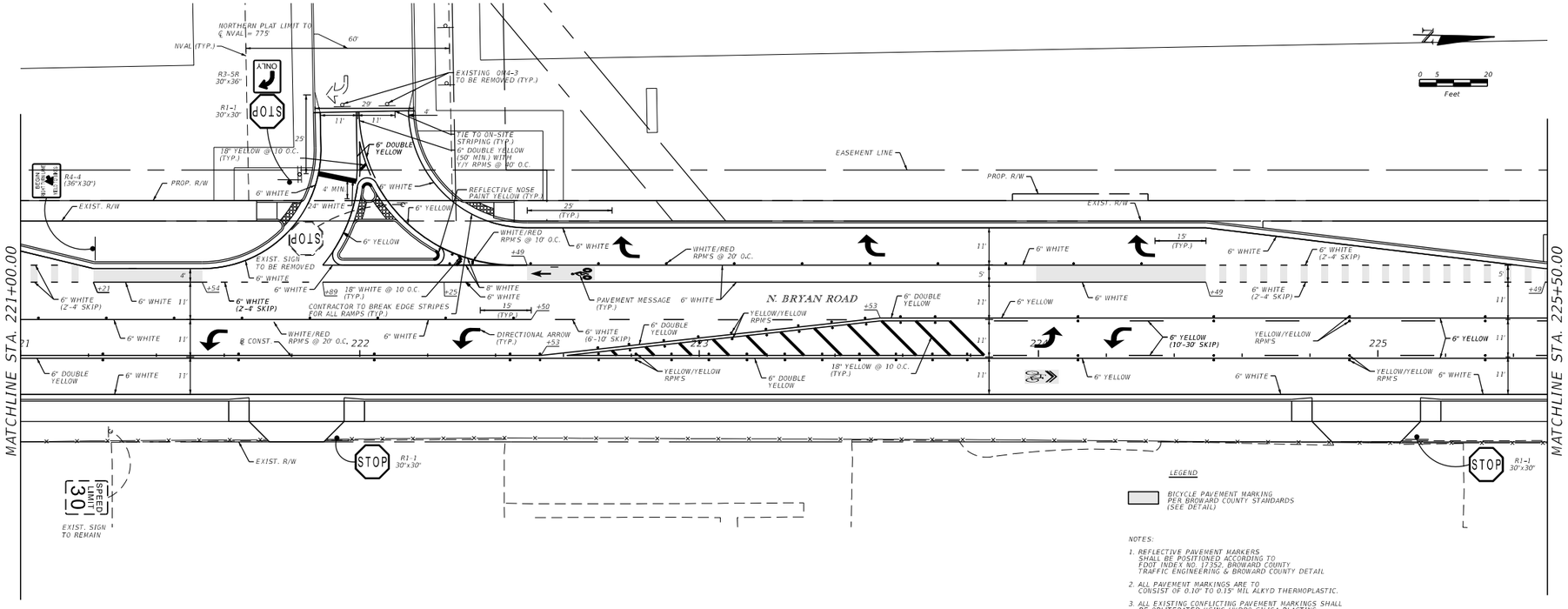
DANIA POINTE PHASE I
ROADWAY IMPROVEMENTS

BRYAN ROAD SIGNING AND MARKING

SHEET NO. 44



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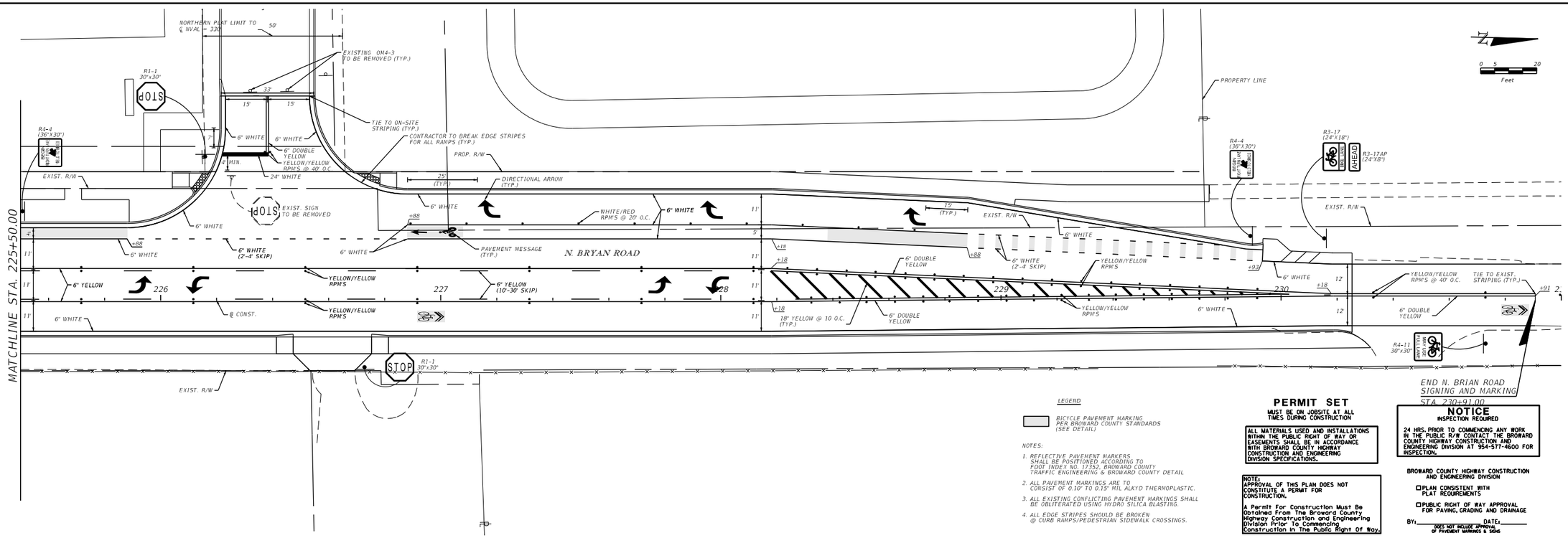

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☐ PLAN CONSISTENT WITH PLAT REQUIREMENTS

☐ PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING AND DRAINAGE

BY:_____ DATE:_____

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

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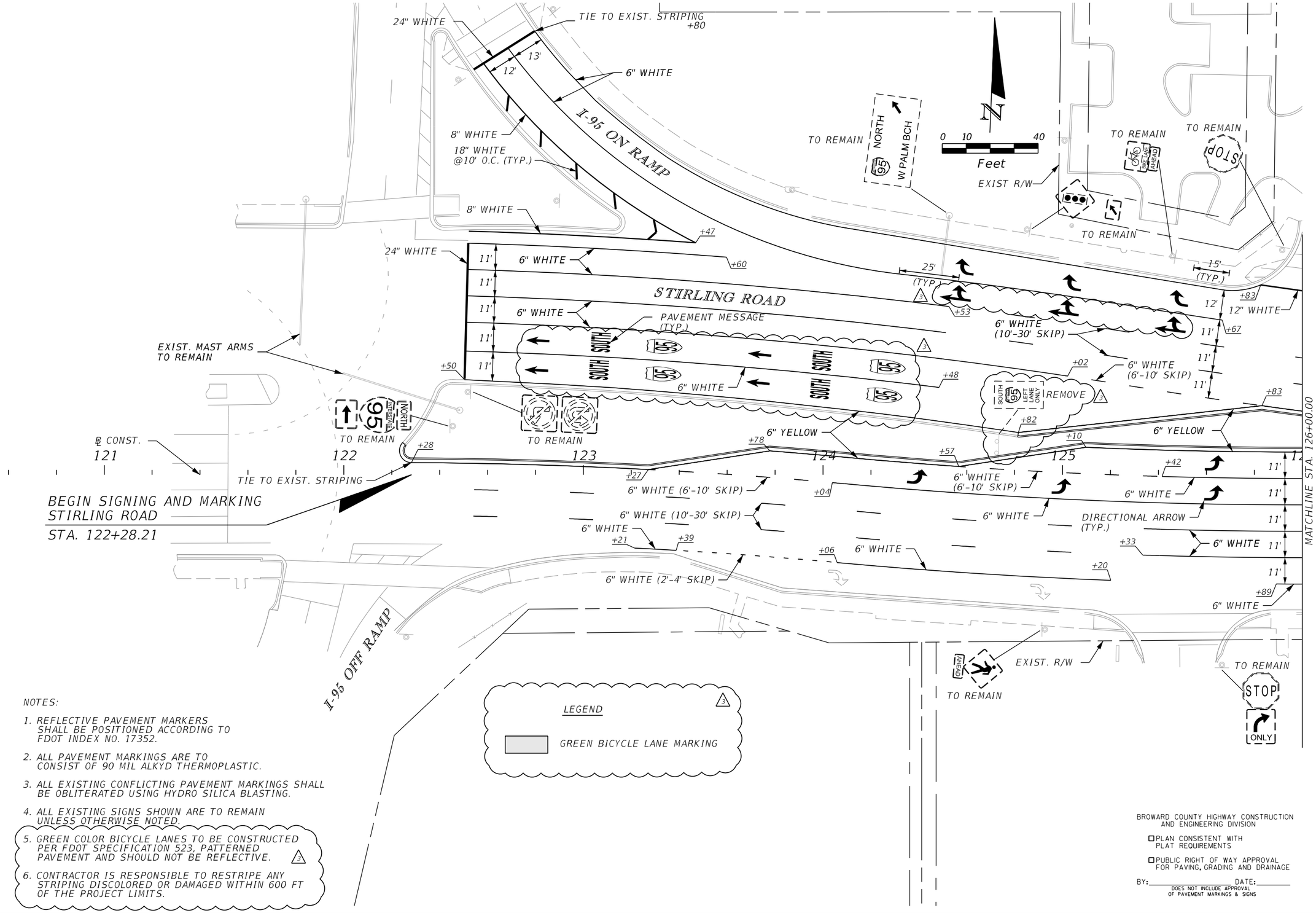
DANIA LIVE 1748, LLC
CITY OF DANIA BEACH, FLORIDA
DANIA POINTE PHASE I
ROADWAY IMPROVEMENTS

BRYAN ROAD SIGNING AND MARKING

SHEET NO. 45



NOTES:

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2. ALL PAVEMENT MARKINGS ARE TO CONSIST OF 90 MIL ALKYD THERMOPLASTIC.
3. ALL EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE OBLITERATED USING HYDRO SILICA BLASTING.
4. ALL EXISTING SIGNS SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED.
5. GREEN COLOR BICYCLE LANES TO BE CONSTRUCTED PER FDOT SPECIFICATION 523, PATTERNED PAVEMENT AND SHOULD NOT BE REFLECTIVE. 3
6. CONTRACTOR IS RESPONSIBLE TO RESTRIPE ANY STRIPING DISCOLORED OR DAMAGED WITHIN 600 FT OF THE PROJECT LIMITS.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

☐ PLAN CONSISTENT WITH PLAT REQUIREMENTS

☐ PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING AND DRAINAGE

BY:_____ DATE:_____

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6/22/2016		1. REVISION FOR DUAL LEFTS AND BRYAN ROAD SHIFT			
4/3/2017	A.G.J.	3. REVISION PER FDOT COMMENTS			

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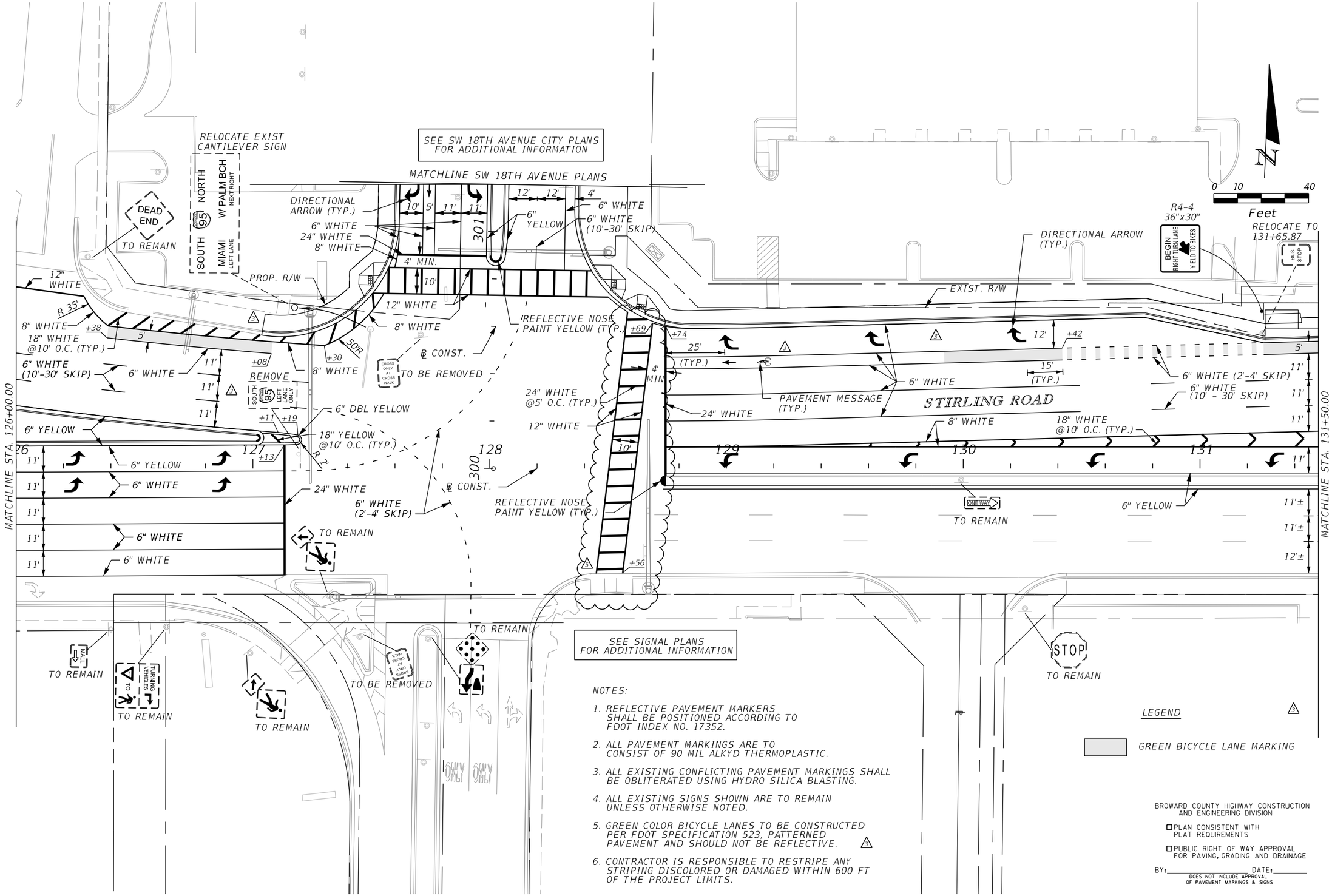
DANIA LIVE 1748, LLC
CITY OF DANIA BEACH, FLORIDA
DANIA POINTE PHASE I
ROADWAY IMPROVEMENTS

STIRLING ROAD SIGNING AND MARKING

SHEET NO. 38



NOTES:

1. REFLECTIVE PAVEMENT MARKERS SHALL BE POSITIONED ACCORDING TO FDOT INDEX NO. 17352.
2. ALL PAVEMENT MARKINGS ARE TO CONSIST OF 90 MIL ALKYD THERMOPLASTIC.
3. ALL EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE OBLITERATED USING HYDRO SILICA BLASTING.
4. ALL EXISTING SIGNS SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED.
5. GREEN COLOR BICYCLE LANES TO BE CONSTRUCTED PER FDOT SPECIFICATION 523, PATTERNED PAVEMENT AND SHOULD NOT BE REFLECTIVE.
6. CONTRACTOR IS RESPONSIBLE TO RESTRIPE ANY STRIPING DISCOLORED OR DAMAGED WITHIN 600 FT OF THE PROJECT LIMITS.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

☐ PLAN CONSISTENT WITH PLAT REQUIREMENTS

☐ PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING AND DRAINAGE

BY:_____ DATE:_____

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

REVISIONS

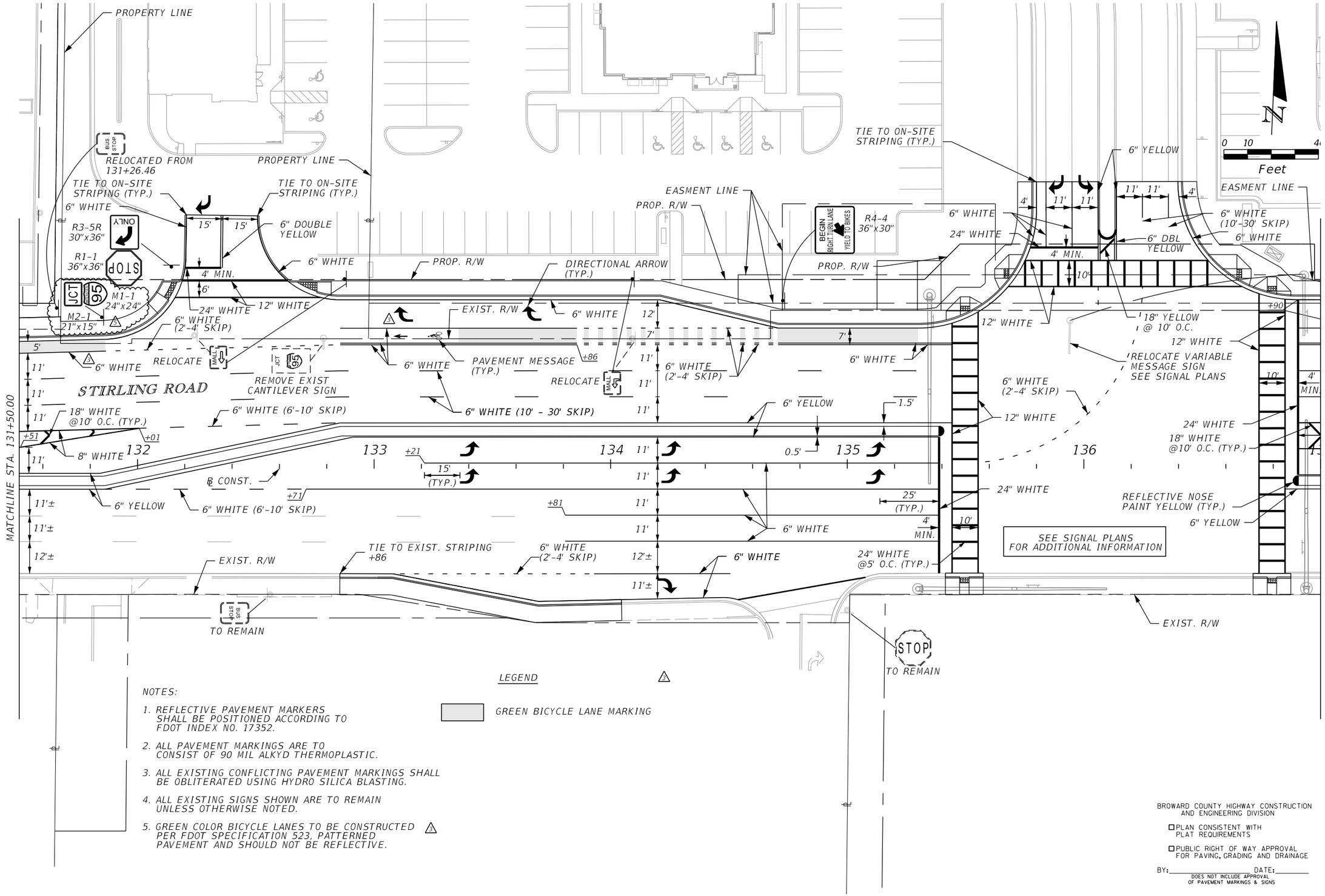
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6/22/2016		1. REVISION FOR DUAL LEFTS AND BRYAN ROAD SHIFT			
2/17/2017		2. REVISION FOR DUAL LEFTS AND SW 18TH AVE SHIFT			
4/3/2017	A.G.J.	3. REVISION PER FDOT COMMENTS			
7/13/2017	EJK	5. REVISION PER BROWARD COMMENTS			

Kimley»Horn
ERIC J. KLEIER, P.E.
P.E. LICENSE NUMBER 64076
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

DANIA LIVE 1748, LLC
CITY OF DANIA BEACH, FLORIDA
DANIA POINTE PHASE I
ROADWAY IMPROVEMENTS

STIRLING ROAD SIGNING AND MARKING

SHEET NO. 39



LEGEND

GREEN BICYCLE LANE MARKING

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BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

☐ PLAN CONSISTENT WITH PLAT REQUIREMENTS

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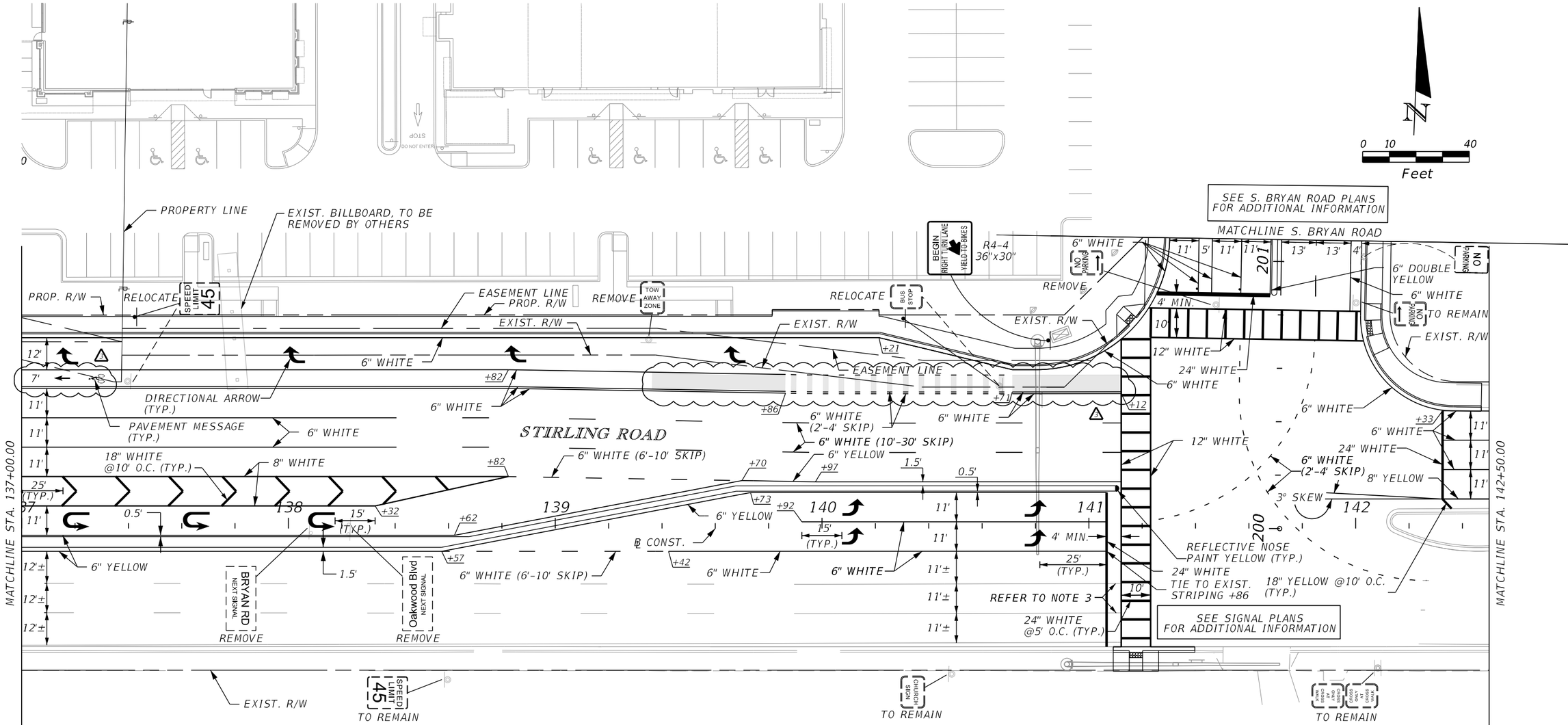
SHEET NO. 40



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GREEN BICYCLE LANE MARKING

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

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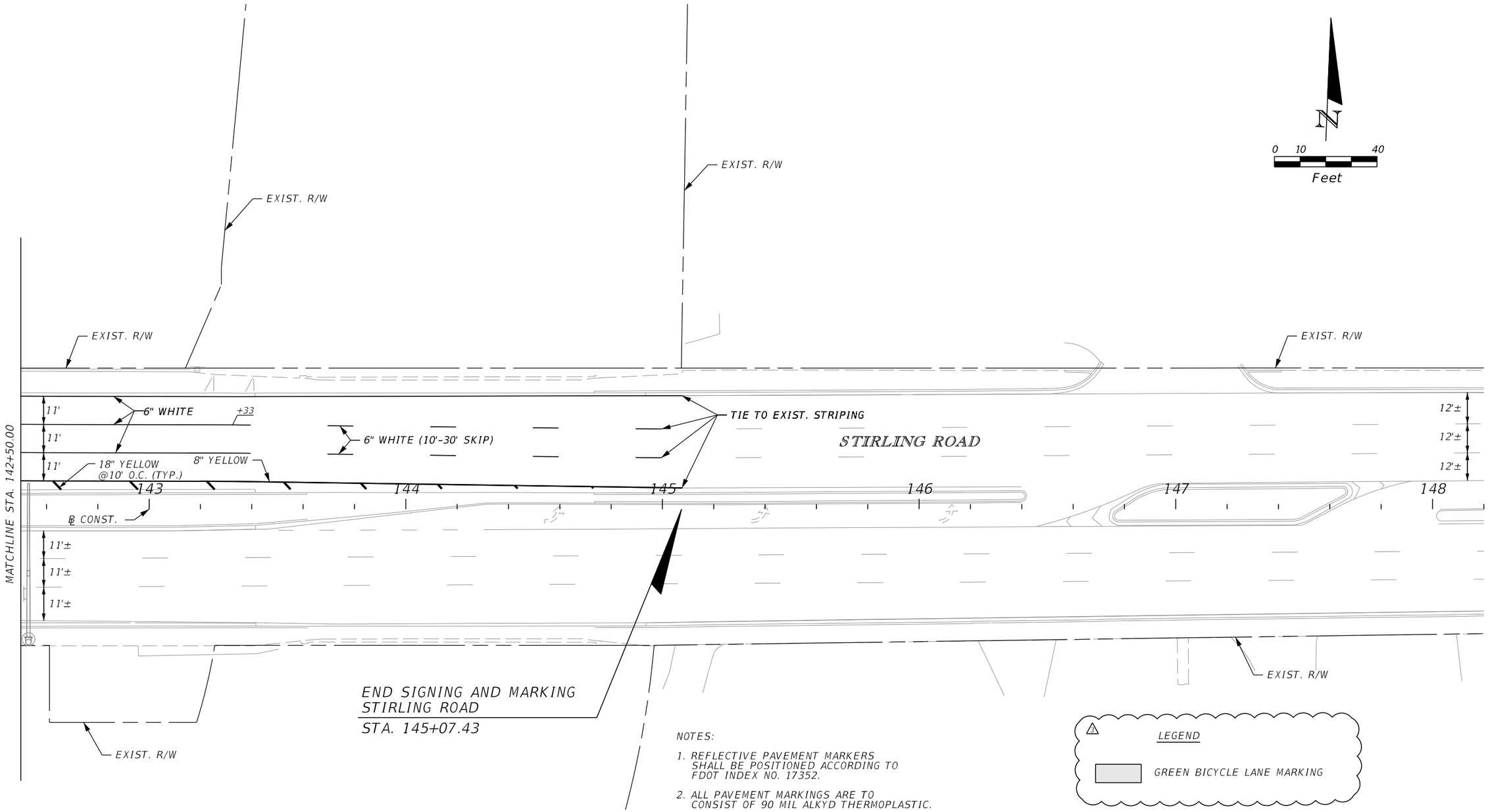
ROADWAY IMPROVEMENTS

STIRLING ROAD SIGNING AND MARKING

SHEET NO. 41



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GREEN BICYCLE LANE MARKING

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

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DANIA POINTE PHASE I
ROADWAY IMPROVEMENTS

STIRLING ROAD SIGNING AND MARKING

SHEET NO. 42

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)
Motion to approve 2018 City Commission meeting dates.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo, Meeting Dates

MEMORANDUM
CITY OF DANIA BEACH

TO: Mayor and City Commission

CC: Robert Baldwin, City Manager

FROM: Louise Stilson, City Clerk

RE: 2018 City Commission Meeting Dates

DATE: October 9, 2017

Attached for your review and approval are the City Commission meeting dates for 2018.

As you are aware, the City Commission meetings are the second and fourth Tuesday of every month.

The City's Municipal Election is Tuesday, November 6, 2018; therefore, the Biennial Organization Meeting ***must*** be held on Monday, November 19, 2018 (Thanksgiving week).

In compliance with the City Charter, Part II, Legislative Branch and Legislation, Article 6, Meetings of the Commission:

Sec. 1. - Biennial organization meeting.

On the second Monday following the date of each biennial regular election, the city commission shall meet at the usual place for holding the meetings of the legislative body of the city, at which time the newly elected city commissioners shall take the prescribed oaths of office and assume the duties of their respective offices.

This year there are no major holidays that impact City Commission meeting dates, other than the Christmas Holiday.

CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2018 – DECEMBER 2018

City Commission Meeting Date Tuesday – 7:00 p.m.	**Holidays**
January 9, 2018	
January 23, 2018	
February 13, 2018	
February 27, 2018	
March 13, 2018	
March 27, 2018	
April 10, 2018	
April 24, 2018	
May 8, 2018	
May 22, 2018	
June 12, 2018	
June 26, 2018	
July 10, 2018	
July 24, 2018	
August 14, 2018	
August 28, 2018	
September 11, 2018	
September 25, 2018	
October 9, 2018	
October 23, 2018	
November 13, 2018	**Election Day – Tuesday, November 6, 2018** **Veterans Day Holiday - Monday, November 12, 2018**
November 19, 2018 Organization Meeting **Monday**	**Organization Meeting - Monday**
November 27, 2018	**Thanksgiving Holiday – Thursday-Friday, November 22-23, 2018**
December 11, 2018	**Hanukkah – December 3-10, 2018**
December 25, 2018	**Christmas Holiday Monday-Tuesday, December 24-25, 2018**

DRAFT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)
Appoint a resident who is current in rent in a housing project, or a person of low income who is receiving rent subsidy through a project administered by the Authority to the Dania Beach Housing Authority for a 4-year term.

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

Fiscal Impact/Cost Summary

Exhibits Attached
Membership, F.S. 421.05

DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP
Wednesday, January 11, 2017

Name/Address Phone Number	Date Appointed	Term	Mayor Appointment
Derrick Hankerson 746 SW 3rd Street Dania Beach, FL 33004-4901 954-374-9199 (H) 954-483-6805 (Cell) Dh954@comcast.net	October 13, 2015	November 1, 2014 through October 31, 2018	Salvino
Merita Mitchell 710 SW 2nd Terrace Dania Beach, FL 33004 954-920-4845	May 26, 2015	June 1, 2015 through May 31, 2019	Salvino
Bob Adams 330 SE 3rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bcpa.net bobaphoto@aol.com	May 12, 2015	June 1, 2015 through May 31, 2019	Salvino
Bill Winkelholz 219 NE 2nd Place Dania Beach, FL 33004 954-921-8757 954-258-0728	October 13, 2015	November 1, 2015 through October 31, 2019	Salvino
Gloria Black 802 NW 3rd Street Dania Beach, FL 33004 954-920-7159 (H) 954-608-9305 (Cell) Gloriablack58@yahoo.com	September 27, 2016	November 1, 2016 through October 31, 2020	Salvino
Ruth White 143 NW 7th Avenue Dania Beach , FL 33004 954-927-8611 strmbc@bellsouth.net	September 27, 2016	November 1, 2016 through October 31, 2020	Salvino
Tiffany Carlisle 7833 Dilido Boulevard Miramar, FL 33023	September 27, 2016	November 1, 2013 through October 31, 2017	Salvino

421.05¤ Appointment, qualifications, and tenure of commissioners; hiring of employees.—

(1)¤ When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons, and no more than seven persons, as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body within 60 days after such vacancy occurs. Each housing authority created pursuant to this chapter shall have at least one commissioner who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which commissioner shall be appointed at the time a vacancy exists. In the case of an authority which has no completed project, no tenant-commissioner shall be appointed until 10 percent of the units in the first project of the authority have been occupied. The cessation of a tenant-commissioner's tenancy in a housing project or the cessation of rent subsidy shall remove such tenant-commissioner from office, and another person meeting the qualifications required for the office shall be appointed for the unexpired portion of the term. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures set forth in this subsection. However, such normal appointment shall not preclude the requirement to exercise diligence in all succeeding vacancies to attempt to first appoint a tenant-commissioner until at least one tenant-commissioner has been appointed. No commissioner of an authority may be an officer or employee of the city for which the authority is created. A commissioner shall hold office until a successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his or her duties. The requirements of this subsection with respect to the number of commissioners of a housing authority apply without regard to the date on which the housing authority was created.

(2)¤ The powers of each authority shall be vested in the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of the authority require a larger number. The mayor with the concurrence of the governing body shall designate the first chair from among the appointed commissioners, but when the office of the chair of the authority thereafter becomes vacant, the authority shall select a chair from among the commissioners. An authority shall also select from among the commissioners a vice chair, and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. Accordingly, authorities are exempt from s. 215.425. An authority may call upon the chief law officer of the city or may employ its own counsel and legal staff for legal services. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

(3)¤ Notwithstanding the limitation contained in subsection (1) on the number of commissioners of a housing authority, any housing authority that has more than seven commissioners on March 28, 1991, may maintain the same number of commissioners it had on March 28, 1991.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33; ss. 1, 2, ch. 91-6; s. 82, ch. 97-103; s. 14, ch. 2016-210.